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

4:00 PM

TUESDAY, DECEMBER 18, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

   B. Section 551.072. To deliberate the purchase, exchange, lease or value of real property located:

      i. Bordered by Eldorado Parkway on the north, FM 423 on the west, Preston Road on the east and SH121 on the south.

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

REPORTS

4. Public Works Report on Water Usage and Other Monthly Activities

5. Development Services Activities Monthly Update November 2012

6. Fire Department Monthly Report on Incident Response and Educational Activities, November 2012.

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

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

9. Financial Services Monthly Budget Status Report - November 2012

10. Police Department's crime statistics and response times for the month of November 2012

11. Frisco CVB November report on industry data, bookings, and PR value.

12. Library report on usage and programming activities.

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

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

CONSENT AGENDA

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

14. Consider and act upon approval of the November 19, 2012 Canvass Meeting minutes and the November 26, 2012 Regular City Council Meeting minutes. (CSO/JP)

15. Consider and act upon approving a Resolution authorizing the City Manager to enter into an Interlocal Agreement with Collin County Parks and Open Space Funding Assistance Program for Taychas Trail, Phase 2. (Parks/JED)

16. Consider and act upon approving a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Studio 13 Design Group, PLLC. for professional design services for (4) four independent railroad/trail interfaces. (Parks/JED)

17. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and HNTB Corporation, for Construction Contract Administration Services related to Stonebrook Parkway Phase II (Fighting Eagles Lane to Longhorn Trail) (Engineering/dlc)

18. Consider and act upon a Resolution authorizing the City Manager to execute a Master Agreement with Kimley-Horn and Associates, Inc. for On Call Professional Civil Engineering Services, Miscellaneous Drainage Services, Contract Number 2012-001 (Engineering/AS).

19. Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Advance Funding Agreement by and between the Texas Department of Transportation and the City of Frisco to provide engineering design services for the construction of FM 423 from US 380 to 0.8 mile south of FM 2934. (Engineering/JB)

20. Consider and act upon award of bid to Jim Bowman Construction Company, L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Cotton Gin Road at Dallas Parkway Improvements (Bid No. 1311-015) (Engineering/SL).

21. Consider and act upon award of bid to Groves Electrical Service, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Preston Road Street Lighting Improvements between Main Street and US 380 (Bid No. 1311-012) (Engineering/SL).

22. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement between the City of The Colony, and the City of Frisco concerning the maintenance of the BNSF Memorial Drive Railroad Underpass. (Engineering/JB)

23. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Underpass Agreement by and between the BNSF Railway Company (BNSF), the City of The Colony, and the City of Frisco for the construction of the BNSF Memorial Drive Railroad Underpass contingent upon approval of the Interlocal Cooperation Agreement with The Colony. (Engineering/JB)

24. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Agreement for Exchange of Real Estate Property, Conveyance of Easements and Related Matters by and between the City of Frisco and Legacy Warren Partners, L.P. for the Legacy Elevated Storage Tank (Engineering/AH)

25. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC for design and preparation of construction documents for Stewart Creek North Interceptor (Engineering/AH)

26. Consider and act upon approval of the purchase of emergency vehicle preemption equipment, from Consolidated Traffic Controls. (Engineering/TJ)

27. Consider and act upon approval of a purchase order to Paradigm Traffic Systems, Inc. for purchase of three (3) traffic signal video detection systems. (Engineering/TJ)

28. Consider and act upon approval of a purchase order to Naztec, Inc. for the purchase of four (4) Naztec traffic signal cabinets. (Engineering/TJ)

29. Consider and act upon approval of purchase orders to Lone Star Emergency Vehicles for the purchase of three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances. (Fire/TJ)

30. Consider and act upon authorization for the City Manager to execute Interlocal Cooperation Agreements by and between the City of Frisco and Denton County for the provision of Fire Protection Services and for the provision of Ambulance Services. (FIRE/JE)

31. Consider and act upon approval of a purchase order to Metro Fire is to purchase two (2) Bullard T4 Thermal Imagers and accessories. (Fire/TJ)

32. Consider and act upon approval of purchase orders to Motorola for the purchase of mobile radio systems and accessories for seven (7) new Fire apparatus. (Fire/TJ)

33. Consider and act upon approval of purchase orders to Caldwell Country Chevrolet for the purchase of four (4) Tahoe Police pursuit vehicles and one (1) Silverado 3500 HD pickup. (Fire,TJ)

34. Consider and act upon award of RFP 1208-075, Frisco Fire Safety Town Interactive Safety Videos Project to Rusty Spur Productions and approval authorizing the City Manager to execute an agreement for these services. (Fire/TJ)

35. Consider and act upon award of bid 1311-017, Breathing Air Compressor Station for Frisco Fire Station No. 4 to August Industries, Inc. (Fire/TJ)

36. Consider and act upon award of 311-018, All Terrain Patient Transport Vehicle to Carolina Custom Products, Inc. (Fire/TJ)

37. Consider and act upon award of reverse auction RFP #1311-013, Stop Loss Insurance, to Everest Reinsurance Company, and approval authorizing the City Manager to execute a renewal agreement for these services. (HR/TJ)

38. Consider and act upon approval of a change order to ThyssenKrupp Elevator for the maintenance of City elevators. (Building Services/TJ)

39. Consider and Act Upon a Chapter 380 agreement with the Hall Financial Group LTD to provide incentives for construction of an office building. (CMO)

40. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C, RPG/PCR Development Company, L.L.C, and Standard Pacific of Texas, Inc. for Phillips Creek Ranch Phase 1, Phase 2, and Sheridan. (CMO/BB)

41. Consider and act upon a Development Agreement by and between the City of Frisco and Walgreen's Specialty Pharmacy, LLC. (CMO/RP)

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

LEGISLATIVE AGENDA

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

43. Consider and act upon adoption of an Ordinance to amend Planned Development-135 regarding driveway restrictions and development standards. The property contains 12.3± acres located on the north side of Main Street,

150± feet east of Commonwealth Drive. Zoned Planned Development-135-/Office-1. Neighborhood #44. Zoning Case No. Z12-0020. (Development Services/MW)

44. Consider and act upon an Amendment to Ordinance 12-01-03 establishing the maximum speed limit on FM 2478 (Custer Road) within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission (Engineering/SL).

45. Consider and act upon adoption of an Ordinance to rezone 4.2± acres on the west side of Legacy Drive, 1,200± feet south of Main Street from Industrial to Office-1. Zoned Industrial. Neighborhood #41. Zoning Case No. Z12-0021. (Development Services/JE)

46. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.3± acres on the west side of Legacy Drive, 1,200± feet south of Main Street from Industrial to Office-1. Zoned Industrial. Neighborhood #41. Zoning Case No. SUP12-0019. (Development Services/JE)

REGULAR AGENDA

47. Public Hearing: Zoning Case Z12-0022. A request to rezone and reclassify 34.0± acres from Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home to Single Family-7 on the northeast corner of Wyndbrook Drive and Towne Bridge Drive and the areas east of Kings Ridge Road, north of Huntington Road and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home. Neighborhood #19. (Development Services/RC)

48. Public Hearing: Zoning Case Z12-0025. A request to rezone 1.2± acres on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhood #23. (Development Services/MW)

49. Public Hearing: Specific Use Permit Case SUP12-0021. A request to amend a Specific Use Permit for a Licensed Child Care Center on one lot on 1.2± acres on the southwest corner of Wade Boulevard and Esther Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Proposed Zoning Commercial-2 (Companion Agenda Item Z12-0025). Neighborhood #23. (Development Services/MW)

50. Consider and act upon adoption of an Ordinance to amend Planned Development-31, rezoning a 3.1± acre tract from PD-31-Office-1 to PD-31-Highway. The property contains 131.9± acres on the north side of State

Highway 121 between Legacy Drive and Dallas Parkway. Zoned Planned Development-31-Retail/Office-1/Highway. Neighborhood #34. Zoning Case No. Z12-0015. (Development Services/MW)

51. Public Hearing: Specific Use Permit Case SUP12-0020. A request for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± west of Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-103-Single Family. Neighborhood #22. (Development Services/RC)

52. Public Hearing: Zoning Case Z12-0023. A request to rezone 17.1± acres from Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to Planned Development-Single Family-7 on the southwest corner of Diamond Point Lane and Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial. Neighborhood #41. (Development Services/SM)

53. Public Hearing: Zoning Case Z12-0019. A request to rezone 152.2± acres north of Diamond Point Lane and west of Legacy Drive from Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Office-2 to Planned Development-Single Family-8.5/Single Family-7/Patio Home/Townhome/Multifamily/Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Single Family-7/Patio Home/Townhome/Retail/Office-1/Office-2. Neighborhood #41. (Development Services/MW)

54. Public Hearing: Comprehensive Plan Amendment Case TA12-0001. A request to amend the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #41. (Development Services/MW)

55. Public Hearing: Zoning Case ZA12-0002 - A request to amend the Zoning Ordinance regarding alcohol sales. (Development Services/MW)

56. Consider and act upon adoption of an Ordinance to amend the Zoning Ordinance regarding alcohol sales. Zoning Case No. ZA12-0002. (Development Services/MW)

57. Consider and act upon adoption of the City of Frisco 2013 State Legislative Agenda (CMO).

58. Discussion and possible action concerning the January City Council meeting dates. (JK)

59. Discussion concerning an appointment to the Denton County Transportation Authority. (MM)

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

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

ADJOURN

CERTIFICATION

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

By Friday, December 14, 2012 at 4:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #4.

Department of Public Works
11300 Research Road
Frisco, Texas 75034
Phone: 972-292-5800 Fax: 972-292-5891

Frisco Public Works

MEMORANDUM

To: City Council

From: Gary Hartwell

CC: Henry Hill

Date: December 7, 2012

Re: Monthly Report for November, 2012

We only recorded 0.1 of an inch of rainfall in November and used 828.3 million gallons of water for the month. Our average usage was 27.6 million gallons per day (mgd) or about 214 gallons per person per day (gpcd) as compared to 154 gpcd from last year. The higher temperatures and lack of rainfall increased our water usage. Our daily water usage ranged from a minimum of 20.2 mgd (157 gpcd) on November 27 to a maximum of 36.8 mgd (286 gpcd) on November 1.

The TCEQ required 100 bacteriological samples for November all tested negative for any contamination. All 340 of our chlorine samples were within the normal limits for water quality.

We installed 192 water meters in November and we televised 174 private service lines for new homes.

Our licensed irrigators performed 153 free irrigation check-ups in November, of which 87 were for violations, two for new registrations, 18 for high water bill checks, and 46 were just for the free check-up. We now have 4,403 water customers signed up to receive the e-mail for weekly watering advice. We have completed 8,732 check-ups since this program began in 2006.

We inspected 269 fire hydrants and 166 manholes for proper operation. We repaired 13 sidewalks and installed/replaced 145 traffic signs in November. We have just completed the installation of about 1,950 linear feet of sewer line in Ranch Estates. The old clay pipe installed in 1965 was in a deteriorated condition and needed replacing before collapsing.

With our contract street sweeping service, we had 658 miles of Frisco streets swept in November.

With the NTMWD reporting data delayed by one month, we collected about 2,600 residential tons and about 3,220 tons of commercial solid waste in October. Curbside recycling was about 1,040 tons in October.

Public Works Monthly Report To Council

	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12
Monthly Rainfall (Inches)	1.4	4.7	7.1	1.7	5.5	2.4	3.6	2.3	1.2	1.6	1.4	1.2	0.1
Productivity													
Street - Sidewalk Hazards Repaired/Month	8	7	7	13	15	13	8	11	16	14	12	12	13
Traffic - Signs Installed Per Week	21	16	25	37	23	25	33	23	34	69	26	22	36
Water - Fire Hydrants Inspected Per Day	21	22	10	6	17	40	51	48	30	87	67	21	13
Sewer - Manholes Inspected Per Month	205	222	230	377	108	54	144	69	103	138	206	175	166
Meter - Meters Installed Per Day	6	4	4	5	6	5	8	7	7	7	8	7	10
Street Sweeping (Curb Miles)	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0
Free Irrigation Check-ups	223	91	47	79	247	278	339	320	314	311	229	262	153
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	568.5	447.3	451.5	418.1	499.8	604.1	925.6	978.3	1,301.3	1,346.1	1,206.1	925.1	828.3
Gallons Per Person Per Day	154.0	116.9	117.7	116.3	129.8	159.4	235.9	257.0	330.5	341.0	314.6	232.6	214.3
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
DBP Samples Passing (4/Quarter)		100%			100%			100%			100%		
Meter Division													
New Meters Installed	110	83	86	110	126	104	166	138	152	160	153	170	192
Construction Fire Hydrant Meters Rented	96	89	88	99	98	107	109	113	117	118	121	114	120
ROW Inspections													
Right of Way Permits Issued	243	200	283	243	216	268	257	218	248	275	283	318	282
Private Sewer Service Lines Televised	100	93	95	97	112	140	142	150	163	160	144	188	174
Environmental Services Division													
Residential Tonnage	2622.9	2,652.1	2,720.5	2,285.7	2,880.6	2,699.8	2,654.4	2,725.4	2,664.0	2,739.9	2,337.5	2,598.9	Delayed
Residential Citizen Use	297.8	389.4	313.3	234.6	346.1	291.4	342.4	374.4	318.6	320.6	302.9	272.0	Delayed
Commercial Tonnage	2887.8	3,040.2	3,099.9	2,810.3	3,190.5	3,157.3	3,410.9	3,224.4	3,098.7	3,232.7	2,831.4	3,224.1	Delayed
Curbside Recycling Tonnage	1073.1	1,186.2	1,222.4	946.8	1,143.4	1,138.4	1,154.1	1,163.9	994.0	1,065.5	942.3	1,039.1	Delayed
Compost (Yardwaste) Tonnage	136.2	126.5	146.0	110.1	422.7	358.8	238.6	224.2	178.3	137.9	139.1	163.9	Delayed
Landfill Tonnage	705.6	558.4	844.8	1,052.8	1,161.2	1,101.3	1,058.1	1,534.4	1,418.6	2,056.3	1,085.4	1,153.9	Delayed
*Cardboard (New Move-Ins) Tons	4.4	6.1	2.1	3.8	7.7	2.0	0.8	8.1	5.1	3.9	4.0	3.7	Delayed

Public Works Monthly Report To Council

Annual Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Monthly Rainfall (Inches)	52.8	37.9	66.7	34.4	35.1	68.1	38.9	41.8	31.3	26.9	28.1		
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	12		
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	32		
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	35		
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	161		
Meter - Avg Meters Installed Per Day	ND	ND	ND	ND	ND	9	6	4	5	6	7		
Street Sweeping (Curb Miles)	4,839.2	6,106.0	6,020.0	3,206.3	10,334.5	10,260.5	12,646.5	12,750.1	7,896.0	7,896.0	7,238.0		
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	2,579		
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	4,926.9	5,912.0	5,588.3	7,767.0	8,033.6	6,890.1	8,612.4	7,628.9	8,862.2	10,111.0	9,484.3		
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	222.6		
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Trihalomethane Samples Passing (4/Quarter)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Meter Division													
New Meters Installed	3,390	3,299	3,626	3,714	3,582	1,931	1,450	1,049	1,338	1,406	1,557		
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	1,204		
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	2,891		
Private Sewer Service Lines Televised	3,361.0	3,213	3,957	4,398	4,124	2,079	1,327	1,048	1,557	1,527	1,565		
Environmental Services Division													
Residential Tonnage	21,702.3	25,082.4	26,991.5	24,522.1	26,239.4	29,278.1	30,701.0	28,668.9	31,763.4	31,327.0	26,306.7		
Residential Citizen Use	1,123.5	2,035.7	2,188.0	2,197.1	2,265.0	2,214.7	2,609.1	2,356.3	3,044.9	3,653.8	3,116.3		
Commercial Tonnage	19,973.0	21,987.3	25,495.6	25,619.1	28,631.0	31,026.4	32,465.6	29,591.6	34,735.8	35,699.0	31,280.2		
Curbside Recycling Tonnage	2,115.0	2,592.0	4,587.5	7,893.0	10,342.5	10,802.9	11,750.5	10,705.6	12,203.8	12,125.9	10,809.8		
Compost (Yardwaste) Tonnage	920.0	1,493.0	1,498.3	1,504.0	1,124.9	1,799.4	2,020.9	2,233.1	2,485.2	2,245.8	2,119.6		
Landfill Tonnage	5,366.2	18,005.2	25,220.2	22,546.6	23,481.6	26,414.8	27,148.7	16,904.5	9,119.5	10,719.5	12,466.8		
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	42.5	41.2		

Note: *New program implemented August 2004. **ND = No Data** **Delayed = Data compiled by NTMWD**

COUNCIL STRATEGIC FOCUS	Performance measures			
Sustainable city				% Change
	Residential Services	**2012**	**2011**	
	# of households	38,009	36,791	3.31%
	Tonnage - trash	2,598.91	2,300.93	12.95%
	Tonnage -recycling	1,039.12	913.04	13.81%
	Lbs per household recycling	54.68	49.63	10.16%
	Lbs per household trash	137	125	9.33%
	Diversion Rate (r vs t)	28.56%	28.41%	0.54%
	Commercial Services			
	Tonnage - trash	3,224.10	2,942.77	9.56%
	# Dumpster Accounts	762	646	17.96%
	# Compactor Accounts	77	70	10.00%
	# Commercial carts	161	150	7.33%
	# of roll offs	28	17	64.71%
	Lbs per cu yd (D)	80.8	78	3%
	Lbs per cubic yard (CO)	293	264	11%
	Construction Waste Services			
	# Accounts (Champion)	72	79	-8.86%
	C & D Landfill Tonnage	1114.97	937.87	18.88%
	# of hauls per month (Champion)	55	220	-75.00%
	# of hauls per month (IESI)	17	15	13.33%
Public Health and Safety				
	# of participants hhw	374	295	26.78%
Infrastructure	Roadside litter pick up (hours cleaned)	117	0	
Civic Involvement				
	# of educational presentations	22	25	-12%
	# of citizens reached	73050	20265	260%
	# of streets adopted	55	59	-7%
	# of volunteer hours	210	585	-64%
	Cost savings to City	$4,252.50	$11,846.25	-64%
	# of participants chunk your junk/quarterly	N/A	N/A	
Excellence in City Government				
Call center work orders	Misc	1092	824	33%
	# of deliveries newcomer packets	318	352	-10%
	# of deliveries - carts	128	124	3%
	Total	1538	1300	18%
Long Term Financial Health				
	Used Cardboard Sales	$201.92	$127.37	58.53%

AGENDA ITEM #5.

FRISCO
DEVELOPMENT SERVICES

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE NOVEMBER 2012

November 01, 2012 – November 30, 2012

Department Mission:
"Support the City's efforts in becoming a community of value that focuses on the quality of life through the services we provide and by laying the foundation for a sustainable future through innovative planning and building practices."

By The Numbers For November 2012

168
Single Family Building Permits

1
Commercial Building Permits [1]
51,986sq ft

129,223
Population
YTY[4] **+ 3.3%**

KEY PERFORMANCE INDICATORS

	FY10-11	FY11-12	FY 12-13	FY 13 November		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	Nov [6]	Status [7]
Single Family Permits Issued	201	185	317	101	168	↑
Commercial Permits Issued [2]	38	48	65	29	36	↑
Commercial Square Footage [3]	143,810	43,401	142,273	43,401	51,986	↑
All Other Permit Types [5]	1,067	1,489	1,846	749	827	↑
Building Inspections	6,610	6,970	9,372	3,044	4,749	↑
Health Inspections (food establishments)	287	143	283	141	140	↓
Calls for Service – Code Enforcement	489	580	631	289	300	↑
Calls for Service – Animal Control[8]	716	1208	1304	526	579	↑
Development Applications						
Zoning Changes	2	5	9	1	2	↑
Preliminary Plats	2	6	9	0	4	↑
Preliminary Site Plans	5	8	6	5	2	↓
Site Plans	9	16	19	7	10	↑
Final Plats and Replats	10	19	23	5	9	↑

[1] Only new commercial and square footage of new construction
[2] Includes all new, finish outs, alterations, and other commercial
[3] Only new commercial structures/development
[4] Same month prior year's statistics
[5] Signs, pools, fences, alterations, electrical, health, mechanical, plumbing, multi-family & contractor registrations, and all others plumbing, etc
[6] Current reporting month's statistics
[7] Current month's comparison to same month of prior reporting year
[8] Numbers have risen significantly due to proactive calls being counted.

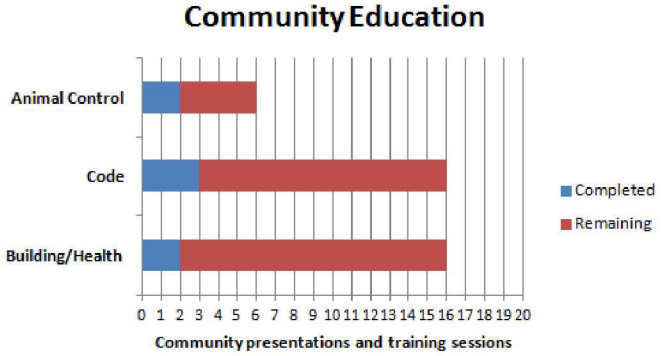
RECENT HIGHLIGHTS

For more in depth development activity reports you can go to the Development Services Department homepage and click "DEVELOPMENT REPORTS".

Hillcrest/121 Estates HOA movie night with Santa.

Movie was "ELF"





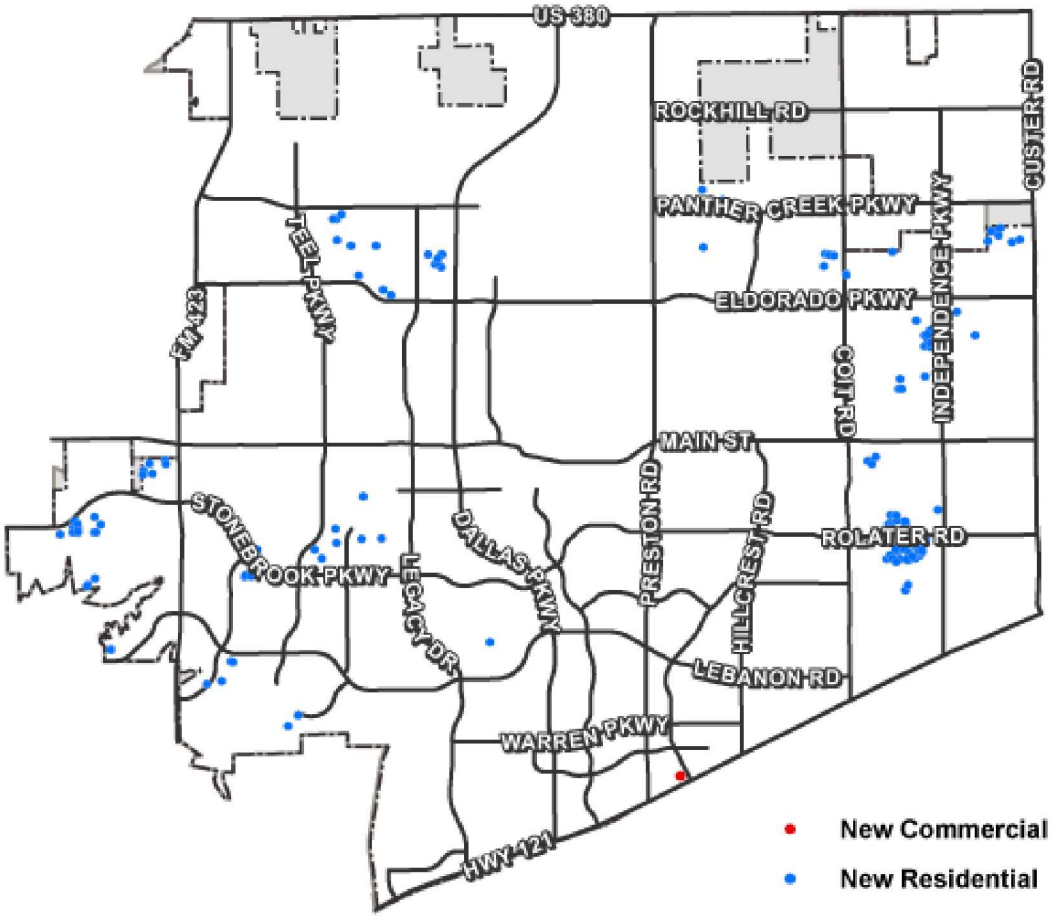
SIGNIFICANT ACTIVITIES

For the 4th year, Planning Division staff assisted Griffin Middle School 7th grade's City Planning learning block. The focus this year has been on visioning and community character, and how those principles apply to city services and land use decisions. On Nov 14th, staff coordinated a LEGO build activity that allowed the students to envision and "build out" a specific site with lessons learned to be applied to the design of their city.





NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #6.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO
8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety

From: **Paul Siebert, Assistant Fire Chief**

Date: **December 18, 2012**

Subject: **Fire Department Monthly Report on Incident Response and Educational Activities, November 2012**

Report Summary: The Frisco Fire Department responds to a variety of calls for service. A call may require a single ambulance or multiple fire trucks to mitigate an emergency. The monthly report allows for Department staff to review service calls by type and analyze the responses for adequate personnel and equipment.

Comparative Data: The included graphs show the Fire Department's activity during the past year.

Report Analysis: Activity Report for November 2012 is below:

1. ***Incident Analysis*** –

   - *November 2012* – The Fire Department responded to 728 calls during the month of November, including 6 structure fires (*resulting in $811,989 in damages*), 1 vehicle fire (*resulting in $1,500 in damages*), 2 outdoor structure fires (*resulting in $15,000 in damages*), 350 emergency medical calls and 90 motor vehicle accidents.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	6	0.82%
2	Vehicle Fires	1	0.14%
3	Grass Fires	2	0.27%
4	Smoke / Alarm Investigation	88	12.09%
5	Motor Vehicle Accidents	90	12.36%
6	Medical Calls	350	48.08%

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	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	7	0.96%
8	Mutual Aid (EMS)	8	1.10%
9	Other	176	24.18%
10	**Total Monthly Alarms**	**728**	**100.00%**

2. ***Summary of Monthly Activity*** –

   - *November 2012* – 308 fire safety inspections and 267 SAFER plans were completed in November 2012. 154 new construction inspections were performed by the Fire Marshal's Office in November.

3. ***Response Time Analysis*** –

   - Average monthly response times for November by District:

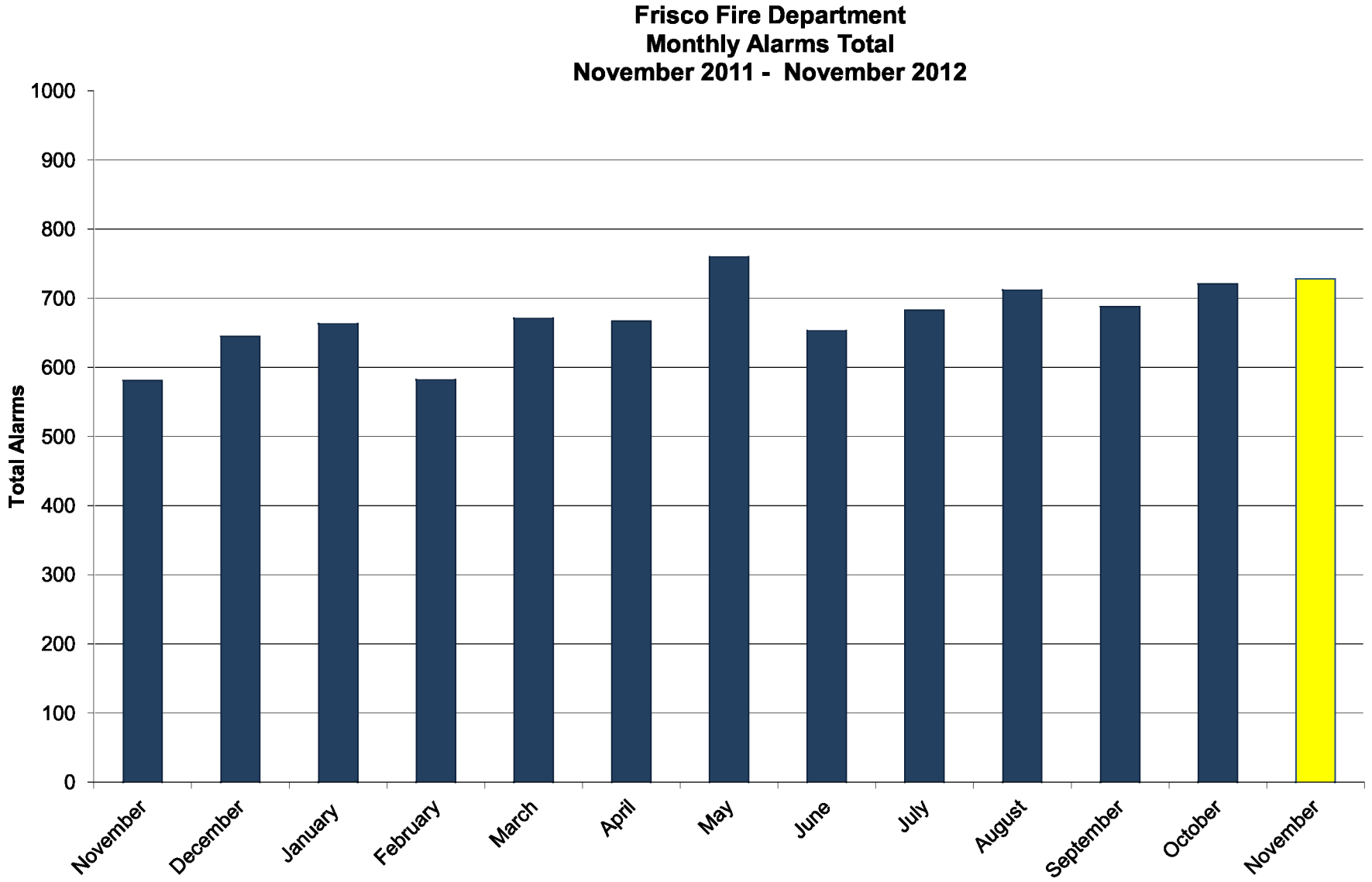
1	District 1	5:01
2	District 2	4:39
3	District 3	4:58
4	District 4	4:38
5	District 5	5:02
6	District 6	5:13
7	District 7	4:13
Overall Average Response Time, City		**4:52**

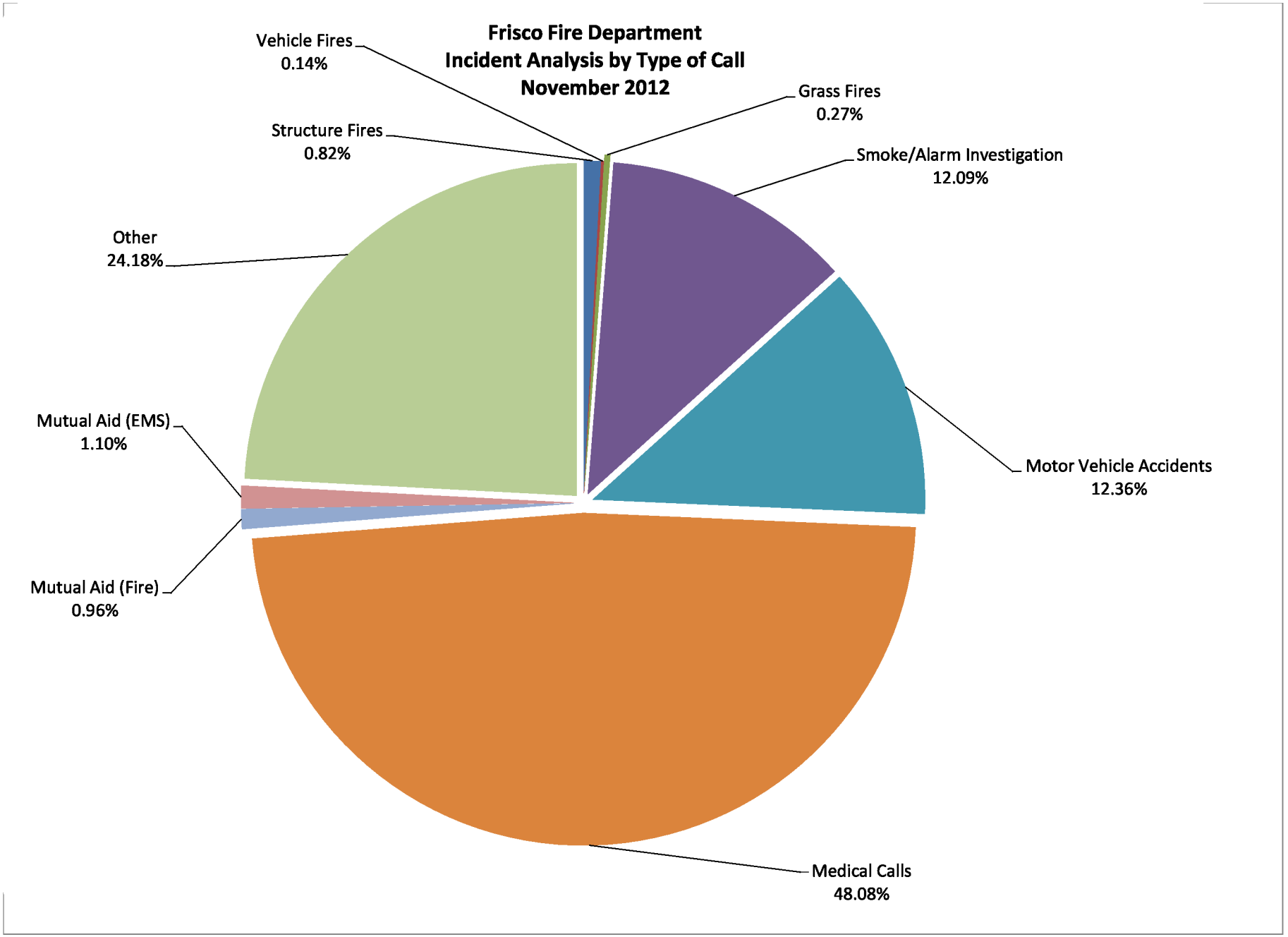
Supporting Documents: Supporting documents include the following items:

- *November 2012*:
  - Frisco Fire Department Monthly Summary, November 2011- November 2012;
  - Frisco Fire Department Monthly Alarms Total, November 2011- November 2012;
  - Frisco Fire Department Incident Analysis by Type of Call – November 2012;
  - Frisco Fire Department Incident Analysis, 2001- November 2012;
  - Frisco Fire Department Public Education Summary, November 2012.

Frisco Fire Department Monthly Summary
November 2011 - November 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
November	2	2	1	91	79	279	2	1	124	581
December	2	3	1	100	65	305	2	1	166	645
January	1	2	4	100	77	334	4	3	138	663
February	0	0	3	77	72	289	2	1	138	582
March	3	3	0	97	78	356	4	2	128	671
April	1	1	0	96	72	329	4	1	163	667
May	3	0	0	89	93	393	3	5	174	760
June	3	3	0	93	86	283	11	6	168	653
July	5	2	4	92	80	320	6	2	172	683
August	2	4	2	115	53	357	7	1	171	712
September	1	0	4	96	81	335	8	9	154	688
October	4	5	5	122	73	329	7	10	166	721
November	**6**	**1**	**2**	**88**	**90**	**350**	**7**	**8**	**176**	**728**
2011-2012 Grand Totals	33	26	26	1256	999	4259	67	50	2038	8754


Frisco Fire Department
Monthly Alarms Total
November 2011 - November 2012
Total Alarms
1000
900
800
700
600
500
400
300
200
100
0
November
December
January
February
March
April
May
June
July
August
September
October
November


Frisco Fire Department
Incident Analysis by Type of Call
November 2012
Vehicle Fires
0.14%
Grass Fires
0.27%
Structure Fires
0.82%
Smoke/Alarm Investigation
12.09%
Other
24.18%
Mutual Aid (EMS)
1.10%
Motor Vehicle Accidents
12.36%
Mutual Aid (Fire)
0.96%
Medical Calls
48.08%

Frisco Fire Department Incident Analysis November 2001 - November 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
2001	35	20	36	493	445	1524	30	31	615	**3229**
2002	30	26	40	635	460	1962	27	28	798	**4006**
2003	26	27	46	813	630	1975	25	55	991	**4588**
2004	21	15	23	703	681	2207	20	42	1235	**4947**
2005	33	41	75	806	731	2583	31	65	1460	**5825**
2006	31	37	85	1042	782	2809	32	42	1440	**6300**
2007	35	20	23	1065	775	2961	21	20	1610	**6530**
2008	27	32	20	1036	701	3237	45	42	1742	**6882**
2009	35	27	32	1021	792	3282	92	192	1773	**7246**
2010	24	25	20	1210	791	3533	59	21	1751	**7434**
2011	20	28	40	1276	890	3807	70	25	2030	**8186**
2012	**29**	**21**	**24**	**1065**	**855**	**3675**	**63**	**48**	**1748**	**7528**

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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Frisco Fire Department Public Education Summary

November 2012

Frisco Fire Department	Number	Students
Fire Station Tours	10	135
Block Party	NONE	0
Birthday Party	17	639
CERT Class	1	6
CFA	2	54
Frisco Fire Safety Town		
Educational Tours	34	141
Programs	63	3,114
Community Education Event		
➢ Fire Safety Presentation x6 (833) ➢ Community Education @ Stone Lake Park (90) ➢ Bicycle Safety Presentation @ Fisher Elementary (200) ➢ Community Parade (4000) ➢ Community Education @ Legacy ER (350) ➢ Apparatus Tour @ 5000 Legacy (10) ➢ Community Education @ 10330 Red Cedar (300)	12	5,783
Total Audience		9,872

CFA Graduation Class #30



AGENDA ITEM #7.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects: City Council Meeting- December 18, 2012

Engineering Highlights:

- **Construction Inspections** – Construction Inspectors have 140 current projects that are at various stages of construction.

- **Pre-construction Meetings** – Staff held 12 pre-construction meetings for new projects:

    1. The Arbors @ Willow Bay South, Phase 3
    2. Stonebrook Crossing
    4. Stonebrook Phase 2
    5. Cobb Farm, Phase 3A & 3B
    6. Stonebryck Manor
    7. Richwoods Phase 128. Richwoods Phase 13
    9. Frisco Commerce Center Ph1
    10. Eldorado Self Storage- AT&T Addn, BIA
    11. The Arbors @ Lawler Park, Phase 2
    12. The Crossing @ Lawler Park, Phase 2

- **Project Final Acceptances** – There were 4 projects accepted.

    1. Richwoods, Phase 8
    2. Phillips Creek Ranch- Lone Star Ranch Parkway ROW
    3. Prestmont Center, Blk B, Lt 2R
    4. Centre @ Preston Ridge, Phase 2A, Lt 5R,9

Project Reviews – Staff has completed Forty Eight (47) engineering reviews.

American with Disabilities Transition Plan

The goals and objectives of the ADA Transition Plan are to improve accessibility for all citizens, encourage participation from the public and disabled community, educate City staff and the public on the requirements of the ADA, develop a comprehensive list of barriers, provide a detailed outline of methods to remove barriers, provide realistic schedule with cost for removal of barriers, and to identify funding sources and opportunities to implement a barrier removal program. This project is anticipated to be complete by early 2013.

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

Development of ADA Transition Plan
Task Order No.: 2009-001-09

- KHA has completed the infrastructure in-field evaluations, staff training questionnaires.
- Infrastructure Survey Reports
    - Signalized intersections- in progress; scheduled for completion 7/16/2012
    - Sidewalks- in progress; scheduled for completion 7/16/12
    - Buildings/ Parking – completed
    - Parks – completed

Roadway Construction Projects

FM 423 [Middle] (CIP03-0109) Stewart Creek to Eldorado Pkwy
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane concrete divided roadway. Project includes paving and drainage.*
Project Update: *Traffic has been switched to the new northbound lanes. Contractor is completing medians and turn lanes.*
Construction End: 2/1/2013 ***Estimated Construction Cost: $0***

Stonebrook Pkwy (CIP05-0015) Dallas Parkway to SH 289 [Preston Road]
Project Manager: Art Hartle
Project Description: *Scope: Install 36 inch waterline along Dallas Pkwy from south of Lebanon to Stonebrook then along Stonebrook from Dallas Pkwy to Preston; reconstruct westbound Stonebrook pavement to widen roadway to 6 lanes.*
Project Update: *Contractor has removed concrete pavement from Preston to Parkwood and installed 36" waterline from Preston to John Wesley Drive. Presently boring under John Wesley for water line installation and installing storm sewer along Stonebrook Parkway.*
Construction End: 11/23/2014 ***Estimated Construction Cost: $14,000,000***

Stonebrook Parkway (CIP10-0024) Fighting Eagles to Longhorn Trail
Project Manager: David L Chacon
Project Description: *Construct a new six-lane divided concrete roadway including a bridge under the BNSF Railroad. Project includes paving, drainage, water, wastewater, sidewalk, lighting, landscaping and irrigation.*
Project Update: *Construction has begun and is 10% complete.*
Construction End: 11/3/2014 ***Estimated Construction Cost: $10,965,739***

Phillips Creek Ranch Hike & Bike Trail (CIP11-0009)
Project Manager: Jason Brodigan
Project Description: *Through TxDOT grant, install median landscaping and hike and bike trails along Stonebrook Parkway, Lone Star Parkway, and Lebanon Road. Project also includes road to amenity center and walkway around retention pond.*

Project Update: *Construction of the access road to Vista Park has been completed. Contractor is constructing the hike and bike trail along Lone Star Parkway and Stonebrook Parkway.*

Construction End: 3/1/2013 ***Estimated Construction Cost: $4,300,000***

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

Project Manager: Art Hartle

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

Project Update: *Contractor began work on Teel Parkway. Contractor completed paving of Big Horn Trail.*

Construction End: 3/6/2013 ***Estimated Construction Cost: $740,343***

Roadway Design Projects

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

Project Manager: Jason Brodigan

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

Project Update: *Design is 90% complete. Construction will begin upon relocation of a major natural gas metering station by Atmos Gas.*

Construction Begin: 6/3/2013 ***Estimated Construction Cost: $880,500***

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

Project Manager: Jason Brodigan

Project Description: *Construct two lanes (south side) of Panther Creek Parkway from Honey Grove Drive east, approximately 2700 linear feet, to Coit Road and including the Panther Creek Parkway/Coit Road intersection. Project includes paving and drainage. Project will be constructed with Coit Road (CIP11-0024).*

Project Update: *Design is 90% complete.*

Construction Begin: 6/3/2013 ***Estimated Construction Cost: $789,000***

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

Project Manager: Art Hartle

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

Project Update: *Final design is underway. Final Plans expected in December 2012.*

Construction Begin: 3/26/2013 ***Estimated Construction Cost: $1,380,731***

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

Project Manager: Jason Brodigan

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

Project Update: *Design is approximately 90% complete. Construction, by The Colony, is expected to begin in Early 2013 with Railroad bridge work. A separate roadway project will begin in Summer 2013.*

Construction Begin: 6/3/2013 ***Estimated Construction Cost: $0***

Cotton Gin Road (CIP11-0017) Diamond Point to 1400 feet south

Project Manager: Tin Nguyen

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

Project Update: *Design is 95% complete.*

Construction Begin: 2/4/2013 ***Estimated Construction Cost: $1,118,080***

Preston Road Intersection Improvements (CIP11-0006) SH 121 to Main St
Project Manager: Jason Brodigan
Project Description: *Construct additional turn lanes at intersections (Warren, Lebanon, Wade, Rolater, Main) on Preston Rd between SH 121 and Main St.*
Project Update: *Data collection and Preliminary design is underway.*
Construction Begin: 1/6/2014 ***Estimated Construction Cost: $2,974,505***

Preston Rd (SH 289) Landscape (CIP10-0027) Main St to US 380
Project Manager: Jason Brodigan
Project Description: *Install median irrigation and landscaping. Project to be constructed by TxDOT.*
Project Update: *Design is 90% complete. Construction of the project will begin upon completion of the Preston Road widening project and approval of the plans by TxDOT.*
Construction Begin: 4/1/2013 ***Estimated Construction Cost: $724,000***

Coit Road (CIP10-0002) Main Street to Eldorado Parkway
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a four-lane divided concrete roadway. Project includes paving, drainage, water, lighting, landscaping, and irrigation.*
Project Update: *Design is complete. Utility relocations are scheduled to begin in January. Bids will be opened for the project on December 13.*
Construction Begin: 2/4/2013 ***Estimated Construction Cost: $5,650,072***

Rockhill Road (CIP08-0007) CR 26 to Dallas Parkway
Project Manager: David L Chacon
Project Description: *Construct a new six-lane divided concrete roadway. Project includes paving, drainage, water, lighting, landscaping and irrigation.*
Project Update: *Design is 90% complete. ROW and easements acquisition is in progress.*
Construction Begin: 3/4/2013 ***Estimated Construction Cost: $9,520,000***

Rockhill Road (CIP10-0015) Dallas Parkway to Preston
Project Manager: David L Chacon
Project Description: *Construct a new six-lane divided concrete roadway including a bridge over the BNSF Railroad. Project includes paving, drainage, water, lighting, landscaping and irrigation.*
Project Update: *Design is 90% complete. ROW and easements acquisition is in progress.*
Construction Begin: 3/4/2013 ***Estimated Construction Cost: $17,200,000***

US 380 (CIP10-0017) CR 26 to Coit Rd
Project Manager: Jason Brodigan
Project Description: *Widen the existing five-lane roadway to a freeway section including frontage roads and grade separated intersections at DNT and Preston Road.*
Project Update: *The preliminary design has been approved by TxDOT and the FHWA. TxDOT has begun surveying and collecting data to prepare the final design plans.*
Construction Begin: 1/6/2015 ***Estimated Construction Cost: $78,000,000***

Custer Road [FM 2478] (CIP10-0018) SH 121 to Stonebridge
Project Manager: Jason Brodigan
Project Description: *Widen existing 4 lane divided roadway to 6 lanes. Project includes paving, bridge widening, signal modifications, and illumination.*
Project Update: *Preliminary design is underway.*
Construction Begin: 1/6/2014 ***Estimated Construction Cost: $6,607,471***

Main Street [FM 3537] (CIP03-0108) Preston Road to Custer Road
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals, lighting, landscaping and irrigation.*
Project Update: *TxDOT has bid the project. Texas Sterling, the contractor, will begin work when franchise utility relocation is completed. Staff is conducting monthly utility coordination meetings to help facilitate utility relocations.*

Construction Begin: 3/4/2013 ***Estimated Construction Cost: $2,640,000***

Eldorado Parkway (CIP05-0006) Preston Road to Custer Road
Project Manager: Toyin Fawehinmi
Project Description: *Widen the existing four-lane divided concrete roadway to a six-lane divided roadway from Preston Road to Hillcrest Road and from Fragrant Dr to Custer Road and widen the existing two-lane concrete roadway to a six-lane divided concrete roadway from Hillcrest Road to Fragrant Drive. Also, approximately 700 linear feet of Coit Road north of Eldorado Parkway intersection is included. Project includes paving, drainage, sidewalks, street lights, signals, landscaping and irrigation*
Project Update: *Construction contract was awarded by City Council to Tiseo Paving. Preconstruction meeting was held on December 5, 2012 and work will commence as franchise utilities are clear.*
Construction Begin: 1/14/2013 ***Estimated Construction Cost: $5,950,483***

FM 423 [North] (CIP03-0056) Eldorado Parkway to US 380
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals and lighting.*
Project Update: *Final design plans are expected to be delivered to TxDOT in January. ROW acquisition is complete and franchise utility relocations are underway.*
Construction Begin: 6/3/2013 ***Estimated Construction Cost: $0***

Wastewater Construction Projects

Fairways LS Generator (CIP11-0004) within Fairways LS property
Project Manager: Art Hartle
Project Description: *Install emergency generator*
Project Update: *Contractor is now onsite and is installing duct work and cables.*
Construction End: 2/7/2013 ***Estimated Construction Cost: $841,450***

Wastewater Design Projects

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit
Project Manager: David L Chacon
Project Description: *Preliminary engineering alignment for 28" wastewater main from Independence Parkway to Coit Road; alignment study for two additional mains to extend north to Main Street; and decommissioning of three area lift stations.*
Project Update: *Preliminary alignments are being developed.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $0***

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)
Project Manager: David L Chacon
Project Description: *Install new 24" wastewater line.*
Project Update: *Design is 75% complete. Easement acquisition is in progress.*
Construction Begin: 2/4/2013 ***Estimated Construction Cost: $3,253,434***

Panther Creek Sewer Interceptor Phase 3 (CIP10-0014) Along tributary of Panther Creek to DNT
Project Manager: David L Chacon
Project Description: *(9/22/2010 2:58 PM DLC) 2551 LF of 21" and 15" WW Interceptor*
Project Update: *Design is 50% complete. Easement acquisition is in progress.*
Construction Begin: 2/4/2013 ***Estimated Construction Cost: $1,400,000***

Panther Creek Reuse Line-Prelim Eng (CIP11-0002) Trails Golf Course to Panther Creek WWTP
Project Manager: Art Hartle
Project Description: *Alignment study of reuse water line from the Panther Creek WWTP to connect to the existing reuse water line on Teel Parkway.*
Project Update: *Engineer has completed initial report and will begin preliminary design.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $4,000,000***

Water Construction Projects

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road
Project Manager: David L Chacon
Project Description: *Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.*
Project Update: *Construction is 60% complete.*
Construction End: 2/19/2013 ***Estimated Construction Cost: $3,635,165***

Dallas Parkway 30" Waterline (CIP06-0026) Along DNT (Panther Creek Pkwy to Rockhill Rd)
Project Manager: David L Chacon
Project Description: *Construct 9,400 linear feet of 30" water main*
Project Update: *Construction is 50% complete.*
Construction End: 1/26/2013 ***Estimated Construction Cost: $2,525,515***

Water Design Projects

Legacy EST (CIP10-0019)
Project Manager: Art Hartle
Project Description: *Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST*
Project Update: *Property acquisition for elevated water tank site is ongoing.*
Construction Begin: 3/1/2013 ***Estimated Construction Cost: $4,007,000***

Transportation Highlights:

- **Development/CIP Plan Reviews** – Staff reviewed 98 sets of development and CIP plans this month as well as three traffic impact studies. Staff also reviewed and processed five TxDOT permit applications.
- **Citizen Inquiries** – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- **Miscellaneous Traffic Studies** – Staff continues to update the crash database (based on police reports) and generates reports and proactively analyzes the data. Staff is currently overseeing two studies that are analyzing the effectiveness and costs of potential options to change the physical configuration of four intersections (Main & Legacy and Ohio Drive at Gaylord, Warren, and Prestmont). This month staff conducted several neighborhood speed studies at the request of citizens.
- **Rectangular Rapid Flashing Beacons** – A new type of crosswalk device has been given interim approval by the Federal Highway Administration which is expected to increase pedestrian safety at mid-block crosswalks. The Rectangular Rapid Flashing Beacon (RRFB) uses a pedestrian push button to activate a set of flashing yellow lights installed on each warning sign to increase the visibility of a pedestrian and increase compliance for vehicles yielding to those pedestrians. Staff is conducting a pilot study of the RRFB to test its feasibility and effectiveness. An RRFB was installed in front of Cobb Middle School at the beginning of the school year and staff is in the process of conducting "after-studies." If found to be effective, we would like to start a program to install RRFBs at other mid-block locations as funding permits

(and according to a prioritization of locations based on vehicle and pedestrian volumes).

- **School Zones** – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff observed traffic operations at four campuses based on resident concerns. Staff also asked FISD to select a member to be on the City's new Bicycle-Friendly Community Committee..
- **Special Events** – As part of the Special Events Review Committee, staff reviews all pending special event applications for any traffic control needs. Staff continually coordinates with the Police, Fire, Communications, and Public Works Departments regarding any special events that affect traffic flow or parking in the City. Staff also coordinates with FC Dallas Stadium and Dr Pepper Arena staff regarding large events at those venues, which sometimes requires coordination with NTTA. This month staff provided traffic management support for the Safety Town Trick or Treat event, the Gary Burns 5K Fun Run, the Community Parade, Chunk Your Junk, the St. Jude Give Thanks 5K, the Data Yoga Temple Festival, and the Turkey Trot 10K.
- **Staff** – We are preparing to hire a street lighting technician in the coming months.
- **Traffic Count Map** – The traffic count map is available on the City's website at maps.friscotexas.gov. It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- **Traffic Control** – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones and sends announcements to all City services regarding road closures and traffic switches. Staff is coordinating with TxDOT on major detours and weekend closures of sections of FM 423 during that widening project. This month, staff also oversaw the lane closures on Stonebrook Parkway between Parkwood Boulevard and Preston Road as part of the second phase of the Stonebrook Parkway Improvement Project.
- **Traffic Signal System Communications** – The system provides communications to all of the traffic signals in the City, allowing staff to monitor and control their operation remotely. Wireless communication relays are installed on four water towers and two communication towers, all of which have battery backup units. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 74 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely.
- **Traffic Signal Timing** – On an ongoing basis, staff changes the operation of various traffic signals along FM 423 to coincide with TxDOT closures and traffic shifts as part of their widening project. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized.
- **Flashing Yellow Arrow** – The Flashing Yellow Arrow (FYA) left-turn display is a new federally mandated way of controlling the left-turn movement at traffic signals. Instead of a circular green indication, motorists will now be shown a flashing yellow arrow to indicate when they are permitted to turn left (after yielding to oncoming traffic). There are currently 23 intersections with

FYA left-turn displays. All new traffic signal installations will have the FYA and approximately four existing intersections per month are planned to be retrofitted. It is estimated that all existing traffic signals will be converted to FYA operation by mid 2014. A website has been created to inform citizens about the FYA with a link to the FYA video at www.friscotexas.gov/FYA.

- **Training and Conference Attendance** – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). This month Sean Merrell attended the ASCE Texas Section Fall conference in Fort Worth.Sean Merrell is an active committee member in the Texas Section of ASCE and is the President of the ASCE Dallas Branch.
- **Traffic Signal Maintenance** – The City of Frisco currently operates and maintains 91 traffic signals within the City of Frisco and one traffic signal on FM 423 outside the city limits, 85 of which have automatic battery backup power. City crews provide on-call maintenance seven days per week with a 45-minute response time.

  A significant part of traffic signal maintenance relates to the 361 video cameras and 22 SmartSensor radar units used to detect vehicles at each signal. Currently, 100% of the video is fully operational. Maintaining this video and radar detection is very efficient due to the citywide communication system because diagnosing and troubleshooting detection issues can be performed from our central control center.

  City crews programmed and set in place our electronic message boards to direct traffic for the Safety Town Trick or Treat event, the Gary Burns 5K Fun Run, the Community Parade, Chunk Your Junk, the Data Yoga Temple Festival, the Turkey Trot 10K, and the Frisco Square Christmas Light Show, and to inform residents citywide about Early Voting and Election Day.

  Beyond responding to items that need to be constructed or repaired, city crews perform regular preventative maintenance on traffic signal equipment each month. This includes testing of each traffic signal's video detection cameras, "conflict monitor" equipment, and Opticom equipment (which provides emergency vehicle preemption of the traffic signal). Currently staff is conducting an audit of all fire department apparatus to ensure proper opticom codes are programmed for each vehicle.

  City crews also operate and maintain 125 school zone flashers, two pedestrian crossing flashers, two warning sign flashers, and one set of pedestrian-activated flashing beacons (RRFB). This month, crews verified that all of the school zone flashers properly made the transition from Daylight Savings Time to Standard Time.

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

Total light poles maintained by City	2405
Total lamp fixtures maintained by City	4142
Proportion of City lighting currently operating	98%

- **Wayfinding Project** – Staff has been involved in the research, stakeholder input, design options, highway agency coordination, and the determination of locations for a system of artistic wayfinding signs throughout the City. These wayfinding signs will welcome visitors to Frisco and direct them to specific districts, and then to specific destinations within those districts. The signs are currently being fabricated and it is expected that the signs will be installed by December 2012. This month, staff oversaw the contractor's work digging holes for the foundations and submitted permit applications to TxDOT for sign installations along state highways.

Traffic Signal Construction Projects

FM 423 Middle Section Signal Upgrades (CIP07-0051)
Project Manager: Shelley Lang
Project Description: *TxDOT project to replace existing temporary traffic signals with permanent traffic signals on FM 423 at Main, Stonebrook, Del Webb and Lebanon. This project also includes upgrading these signalized intersections to City of Frisco standard materials.*
Project Update: *The traffic signal work is being done as part of TxDOT's roadway widening project. Please see CIP03-0109 for project status.*
Construction End: Not Scheduled ***Estimated Construction Cost: $170,350***

Traffic Signal - DNT / Cotton Gin (CIP04-0034)
Project Manager: Shelley Lang
Project Description: *Install a traffic signal at Dallas Parkway and Cotton Gin. This project will also include the widening of the westbound approach to provide an extended left turn lane to turn onto southbound Dallas Parkway, two through lanes, and a right turn lane.*
Project Update: *Project has been bid and will be taken to City Council on December 18, 2012 to award the construction contract to Jim Bowman Construction Company, L.P.*
Construction End: Not Scheduled ***Estimated Construction Cost: $628,553***

Traffic Signal Design Projects

Permanent Traffic Signal (CIP04-0050) Eldorado Pkwy at Wal-Mart
Project Manager: Shelley Lang
Project Description: *Replace temporary traffic signal with a permanent traffic signal.*
Project Update: *Design plans are complete and this project is planned to be bid on January 8, 2013.*
Construction Begin: 2/15/2013 ***Estimated Construction Cost: $200,000***

Traffic Signal - Eldorado / Lenox (CIP03-0077)
Project Manager: Shelley Lang
Project Description: *Traffic Signal for the intersection of Eldorado (FM 2934) at Lenox. This traffic signal will need to be authorized by TxDOT.*
Project Update: *Design is complete and will be bid on December 18, 2012.*
Construction Begin: 1/28/2013 ***Estimated Construction Cost: $200,000***

Permanent Traffic Signal (CIP05-0036) Eldorado Pkwy at Dallas Pkwy
Project Manager: Shelley Lang
Project Description: *Project will construct a third lane on the southbound frontage road (between Eldorado and the entrance ramp), which will allow us to provide dual right-turn lanes on eastbound Eldorado at Dallas Parkway. Project will also replace the temporary "span-wire" traffic signal with a permanent traffic signal and construct a third lane on the northbound frontage road between the exit ramp and Eldorado to improve traffic flow approaching the intersection.*
Project Update: *Design plans are complete and this project will be bid on December 11, 2012.*
Construction Begin: 2/1/2013 ***Estimated Construction Cost: $595,000***

Traffic Signal - Fire Station #6 (CIP12-0002)
Project Manager: Shelley Lang
Project Description: *(4/16/2012 10:06 AM SL) Install an emergency vehicle traffic control signal on Eldorado Pkwy (FM 2934) at Fire Station #6.*
Project Update: *Design is 99% complete and will be bid with the Eldorado at Lenox traffic signal on December 18, 2012.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $110,000***

Arterial Lighting Construction Projects

Gaylord Pkwy (CIP07-0006) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Gaylord between Preston and Ohio.*
Project Update: *Roadway Solutions plans to start installing this section of lighting in January after they complete the lighting on Hillcrest between Eldorado and Haversham, and Ohio between SH121 and Presmont.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $71,035***

Hillcrest Rd (CIP07-0007) Eldorado Pkwy to Haversham Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Hillcrest between Eldorado and Haversham.*
Project Update: *Roadway Solutions has installed all of the new light pole foundations and plans to have all of the light poles installed by the end of January.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $76,221***

Ohio Dr (CIP07-0013) SH 121 to Presmont Pl
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between SH 121 and Presmont.*
Project Update: *Roadway Solutions will have all of the new light pole foundations installed by the end of December and plans to have the light poles installed by the end of January.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $146,160***

Preston Rd [SH 289] (CIP07-0017) SH 121 to Gaylord Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on SH 289 (Preston) between SH 121 and Gaylord.*
Project Update: *Roadway Solutions plans to start installing this section of lighting in mid to late February after they have completed the arterial lighting work on Hillcrest, Ohio, Gaylord and Warren.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $123,998***

Preston Road [SH289] (CIP07-0018) Main St to US 380
Project Manager: Shelley Lang
Project Description: *Install median lighting.*
Project Update: *This project has been bid and will be taken to City Council on December 18, 2012 to award the construction contract to Groves Electric Services, Inc.*
Construction End: 5/4/2013 ***Estimated Construction Cost: $808,000***

Warren Pkwy (CIP07-0026) Preston Rd to Ohio Dr
Project Manager: Shelley Lang
Project Description: *Install median lighting on Warren Pkwy between Preston Rd and Ohio Dr.*
Project Update: *Roadway Solutions plans to start installing this section of lighting in January after they complete the lighting on Hillcrest between Eldorado and Haversham, and Ohio between SH121 and Presmont.*
Construction End: 3/12/2013 ***Estimated Construction Cost: $62,250***

Arterial Lighting Design Projects

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

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

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

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

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy
Project Manager: Shelley Lang
Project Description: *Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $200,760***

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio/College between Hillcrest and Coit.*
Project Update: *Design is 90% complete.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $266,820***

AGENDA ITEM #8.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

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Parks and Recreation Report: City Council Meeting of December 18, 2012

Hike and Bike Trail Projects

Cottonwood Trail – A-6

Description – This project provides for the development of a trail system that will run along Cottonwood Creek from North County Road to Frisco Street.
Previous Status - The contractor has completed the trail from Frisco Street to North County Road except for final grading and sodding found in disturbed areas and backfill. A final walk-thru inspection will occur in November to complete the project.
Current Status - Cottonwood Branch has been completed. As-builds and final close-out documents are being prepared and should be finished by the middle of December.

Cottonwood Trail – A-3

Description – This project provides for the development of a trail system along Cottonwood Trail greenway trail (Section A-3) - Wakeland
Previous Status - Staff has selected a consultant and is working through the contract process now. Staff still anticipates that they will present a contract to Council in November.
Current Status - The City Council awarded a professional services contract with Freese and Nichols in November. The consultant will now begin the design process for the trail project.

Hillcrest Drive Off Street Trail

Description – This project would provide for the development of a trail system along Hillcrest Drive, from Warren Parkway to SH121.
Previous Status – Staff continues to work through the total scope of this particular trail system project. This includes discussion with the City of Plano on possible joint efforts to ensure the connectability of this system. This should clear up the need and timing of moving forward with a consultant for the project.
Current Status - Staff will meet with City of Plano staff on the feasibility of this project after the holidays. It is hoped that potential connectibility can be found as a result of this discussion.

Main Street – Off Street Trail

Description – This project will entail an off street trail between the Dallas North Tollway (DNT) westward to FM 423.
Previous Status - Trail is complete with the exception of a few minor punchlist items. Contractor should be completely finished by the beginning of November.
Current Status - The contractor has completed all final punch list items and the trail project is complete with the final pay application waiting to be processed. Based on this, the project will be removed from the monthly report.

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United States Army Corps of Engineers 1135 Project

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

Previous Status - Design plans are near completion with the United States Army Corps of Engineers and staff will trying to schedule a meeting with the USACE between now and the end of the calendar year. This will clear the way for the project to move forward once federal funding can be identified and approved.

Current Status - Final Design plans have been finished. Staff has begun meeting with landowners and the Corps to secure the necessary easement/property. We are hopeful the project will begin construction within 6 – 8 months.

Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – October 2012

Senior Center	Previous Month		Year-To-Date	
	FY13	+/- from FY12	FY13	+/- from FY12
Membership Visits	4,854	1.9%	4,854	1.9%
Total Members	1,905	7.5%	N/A	N/A
Membership Revenue	$633	-11.5%	$633	-11.5%
Program Revenue	$6,515	-37.3%	$ 6,515	-37.3%
Total Revenue	**$7,148**	**-35.6%**	**$7,148**	**35.6%**
Membership Expense	$21,138	33.9%	$21,138	33.9%
Program Expense	$12,972	15%	$12,970	15%
Total Expense	**$34,107**	**26.1%**	**$34,107**	**26.1%**

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Frisco Athletic Center

Current Status – November, 2012

Frisco Athletic Center	November – 2012		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	37,735	-3.6%	79,174	1.7%
Total Members	12,153	3.1%	N/A	N/A
Total Accounts	3,946	1.4%	N/A	N/A
Membership Revenue	$ 177,222	12.2%	$ 334,309	10.1%
Program Revenue	$ 28,920	-14.7%	$ 81,464	5.0%
Total Revenue	**$ 206,142**	**7.4%**	**$415,773**	**9.1%**
Membership Expense	$ 172,087	7.7%	$293,004	12.6%
Program Expense	$ 55,592	5.9%	$ 98,227	2.5%
Building Services	$ 27,177	61.9%	$ 28,651	70.7%
Total Expense	**$ 254,856**	**11.2%**	**$419,882**	**12.6%**

Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.
Previous Status - This project is being publically bid on Tuesday, November 6, 2012. Staff will ask for Council's consideration to present a contract for construction later in November.
Current Status – The City Council approved the construction contract in November. Staff has conducted a pre-construction meeting with the Contractor. The contractor is currently obtaining permits and is scheduled to begin actual construction by the middle of December.

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Park Development

Neighborhood Parks Currently Being Developed

Newman Village Neighborhood Park
Description – The scope of this project will entail the development of this neighborhood park, located near the Newman Village residential development north of Eldorado Parkway, between Teel Parkway and Legacy Parkway.
Previous Status - Staff has decided on a consultant and is working through the contract details. It is still anticipated that staff will present a contract to Council in November.
Current Status - The City Council awarded a professional services contract with Freese and Nichols in November. The consultant will begin the park's design once the master plan process for this neighborhood park has been completed.

Neighborhood Parks being Master Planned

Newman Village Neighborhood Park Master Plan
Description – This project will entail the master planning of this neighborhood park located near the Newman Village development north of Eldorado Parkway, between Teel Parkway and Legacy Parkway.
Previous Status - Staff has decided upon a consultant that will perform design services for the Master Planning of the park site. Final details for the professional services agreement are underway and staff hopes to ask for Council's consideration in either late November or in December.
Current Status - The City Council awarded a professional services contract with Freese and Nichols in November. The consultant will now begin the master plan process for this neighborhood park. .

Community Park Construction

Community Parks Currently Being Developed

Establishment of Alternative Water Systems at Harold Bacchus, B.F. Phillips, Frisco Commons and Warren Sports Complex
Description – The scope of this overall project is to provide a re-use water system at B.F. Phillips Community Park and provide for the installation of wells for an alternative water source at Warren Sports Complex, Harold Bacchus Community Park and at the Frisco Commons park site.
Previous Status - The wells at Warren and Bacchus have been approved by our Electrical Engineer and contractor has finished up all punch list items for the three Wells. Staff is currently final testing the Spray

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Ground chip programming to be able to turn it over to Well Water. Earthtech will be finished at the end of October and final acceptance of the project is anticipated to take place in November.
Current Status - The contractor has completed all of the elements of the project and it has been accepted. As a result, staff will be removing the project from the monthly update report.

Harold Bacchus Community Park – Phase III
Description – This scope of this project would entail the third phase of development for Harold Bacchus Community Park.
Previous Status - A consultant was approved by the City Council at their October 9, 2012 meeting to perform a master design for the third phase of the Community Park. Once the design has been accomplished, the consultant will begin developing construction documents for the project.
Current Status - Since the City Council's approval of the park consultant, a meeting took place in late November with staff & consultants. As a result, a tour of several ball field complexes in the metroplex has been scheduled for December 17th, 2012 to evaluate needs and wants to incorporate in the design for Phase III.

Warren Sports Complex
Description – The scope of this project is to design and provide for the development of additional permanent parking at Warren Sports Complex, specifically in the northern section of the park nearest the youth football/soccer field area.
Previous Status - The parking facility has been completed and in use with a final walk-thru pending inspection of all completed items. Two additional ADA ramps were added by the contractor to meet compliance. All issues should be complete by the middle of November.
Current Status - Since the date of the last report, the project has been completed and accepted. As a result of this, staff will be removing this project from the monthly update report.

Miscellaneous Park Development

Cottonwood Linear Park
Description – Located along Cottonwood Creek, primarily from Legacy Parkway westward to Teel Parkway, this is a partnership project between the developer of Shaddock Creek Estates and the City in an effort to provide development and to transfer ownership of the property to the City.
Previous Status - Staff continues to await getting the developers comments regarding the agreement for the project. We are hopeful that this will occur within the next 30-45 days so that Council can provide final consideration. Additionally, design plans are near completion so that they can be reviewed internally by other City departments.
Current Status - Staff continues to work with the developer to finalize the Developers Agreement. Additionally, design plans for the park have been finalized and being reviewed internally by City Departments.

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Grand Park

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

Previous Status – The Grand Park Committee met in October and worked with the park's consultant to help provide some input on architectural style for the Kids Place as well as other locations of the park. Jacobs provided the City Council a report from this October meeting at their October 23rd work session. The next meeting of the Committee, which will include members of the City Council is tentatively scheduled for Monday, November 12, 2012 at a location to be determined.

Current Status - The meeting of the Grand Park Committee as well as the City Council took place on November 12th at the Senior Center. As a result of this meeting, the consultant will be providing staff and Council with a current cost listing of the proposed Phase I improvements to the park. This will help in determining the quality of improvements that can be accomplished in this first phase of the project. Council and staff will discuss this at some point after the Christmas holidays. Additionally, the consultant is scheduled to submit the final permit to the United States Army Corps of Engineers (USACOE) prior to the end of the calendar year. Once the permit has been submitted, the USACOE is expected to take approximately 12-18 months to reach a final approval in order for construction to begin.

Special Parks and Facilities

Hope Park Playground Development, at Frisco Commons Park

Description – This project will involve the construction of a community built playground that is scheduled to be built in April 2013. The project will also involve the renovation of the exisiting community built playground currently at Frisco Commons Park.

Previous Status - The City Council approved the professional services agreement with the Robert Leathers group for the design services and the construction oversight that will take place for the community playground build currently scheduled for April of 2013. Staff will be working with both Leathers and Associates as well as the Hope Playground group on further coordination of the overall project over the next several months.

Current Status - Staff continues to work with both the Hope Playground group as well as with Leathers and Associates to finalize plans for the playground's build in April. Hope Playground approached the Frisco Community Development Corporation at their November meeting to discuss possible funding for the project. The FCDC is expected to consider and act on this potential funding during their December 13th meeting.

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Special Events

Recently completed events:

Breakfast with Santa
The annual Breakfast with Santa event took place on Saturday, December to 2 sold out breakfasts at the Senior Center at Frisco Square. Breakfast with Santa helped to kick off the City's holiday activities and by all of the smiles on boys and girls at the event, it was a great success! Along with Santa were Frosty, Rudolph and all of our wonderful volunteers. Due to the success of the event, staff will be looking to possibly add another breakfast time for next year.

Merry Main Street
The 22nd Annual Merry Main Street took place with a record high attendance on Saturday, December 1, 2012 at the George A. Purefoy Municipal Center and the Simpson Plaza. Great entertainment by 33 FISD elementary school choirs, food and fun along with the annual lighting of the City's Christmas Tree kept everyone entertained as well as a first time fireworks display. Thanks to all of the great volunteers as well as all of the City departments that are involved in all aspects of the event leading up to, during and after Merry Main Street is over.

Frosty 5K and Merry Mile
The annual Frosty 5K and Merry Mile event took place at the George A. Purefoy Municipal Center on the morning of Saturday, December 8th. This year's Frosty 5K and Merry Mile had over 1,700 participants taking part in all of the fun for this year's event, up from 1,300 in 2011. Congratulations to Cara Harting and Kari Fitzpatrick with the Recreation Services Division for all of their hard work on this year's event.

Upcoming Events:

7th Annual TAAF Winter Games of Texas – The weekend of January 18–20, 2013 at various venues in Frisco. For 2013, more than 4,000 athletes are expected to participate in 13 events in and around the City of Frisco, including: Basketball, Miracle League of Frisco Bowling, Fencing, Figure Skating, Flag Football, Gymnastics, Ice Hockey, Martial Arts, Olympic Weightlifting, Rock Climbing, Soccer, Swimming, and Table Tennis. This year, we are proud to add Rock Climbing and the Texas State Olympic Weightlifting Championships and Open as part of the Winter Games. Click on event below for more registration information and details for each sport. Medal winners from the 2012 and 2013 Winter Games of Texas in qualifying sports will be eligible to compete in the National State Games of America taking place in Hershey, Harrisburg, Pennsylvania July 31-August 4, 2013.

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16th Annual Daddy-Daughter Dance – Saturday, February 2, 2013, at the Frisco Conference Center, 7600 John Q. Hammons Dr. Come join us for a very special event for dads and their daughters. This year will feature four dances at the Conference Center beginning at 2:00 pm, 4:00 pm, 6:00 pm, and the last dance beginning at 8:00 pm. Tickets begin to go on sale in December and will continue to sell until the day of the event. For more information about this year's event, go to www.Friscofun.org or contact the Parks and Recreation Department at 972.292.6500 or 972.292.6600.

9th Annual Trick a Trout – Saturday, February 9, 2013 at Frisco Commons Park. Come join us as we host the Ninth Annual Trick a Trout kid fishing event at Frisco Commons Park on Saturday, February 9th beginning at 8:00 am and going until 11:00 am when the adults can join in the fishing too! Come bundle up and join us for this popular annual event. It is free to all and we expect to have over 1,000 participants during the morning of the event.

AGENDA ITEM #9.

CITY OF FRISCO TEXAS



MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

November 2012

PRESENTED TO COUNCIL December 18, 2012

FINANCIAL SERVICES DEPARTMENT

Staff Report

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

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

From: **Anita Cothran, Director of Financial Services**

Date: **December 10, 2012**

Re: **Monthly Report for November 2012**

Financial Report Summary:

The Budget Summary Report provides financial information for the month of November 2012 for the operating funds, with comparative numbers for November 2011.

Comparative Data: The General Fund revenues collected of $10,755,965 represent 12% of the budget. Total expenditures are 13% of the budget at $11,475,385.

The Utility Fund revenues collected of $10,590,337 are 18% of the budget. Expenses total $7,143,425. The total percentage of expenses to budget is 12% for FY 2013 compared to 14% for FY 2012.

Stormwater Utility Fee Operating Fund revenues total $234,812 or 17% of the budget year to date with expenses of $116,150.

The Environmental Services Fund revenue collections of $1,736,285 are 16% of the budget, while spending levels reflect 13% of the budget expended for FY 2013.

The Hotel Motel Fund revenues are $399,215 or 11% of the budget, which reflects one month tax collections. Hotel taxes are due the 20th of the next month. Expenditures are $161,585 or 4% of the budget.

Financial Report Analysis: Financial schedules are provided for your review; one provides department totals, the other schedule provides division totals.

Finance Division:

Volume indicators:

	November 2012	YTD 2012	November 2011	YTD 2011	YTD % Change
AP checks issued	1,439	3,960	1,111	2,340	69.23%
Payroll checks/vouchers issued	2,779	4,745	1,903	3,816	24.34%

Investment Report Summary as of 11/30/2012

Texpool Investment Pool	$ 87,581,798
TexStar Investment Pool	70,013,694
Wells Fargo Choice IV Account	9,858,107
Investments	85,945,000
Certificates of Deposit	1,000,000
Total City Portfolio	$254,398,599
Texpool Yield	0.1564%
TexStar Yield	0.1720%
Wells Fargo Yield	0.2900%
Certificate of Deposit Yield	0.3500%
Investment Portfolio Yield	0.3180%

Revenue Collections Division:

The monthly Property Tax Collection Report prepared by the County Tax Collector/Assessor was not available in time for this report, but will be submitted to you next month for review.

The City is once again accepting VISA payments on-line with credit or debit cards and starting January 1st we will be able to take VISA credit card payments in person. The bank verified that the credit card company had changed their procedures for governments to charge a convenience fee in the last several months.

Utility Billing activity for the month:

	November 2012	November 2011	YTD % Change
Active Customers/accounts	42,661	40,920	4.3%
# new meter sets	129	43	200%
# new customers	267	196	36.2%
# disconnects/month	216	198	9.1%
# move in/out readings	274	242	13.2%
# of on-line payments	3,034	4,574	-33.7%
On-line payments	$421,619	$605,685	-30.4%
# of Metavante payments	1,830	N/A	N/A
# of Checkfree payments	8,396	N/A	N/A
*% customers paying on-line	8%	11%	N/A
**% payments made on-line	7%	10%	N/A
***%customers paying thru bill pay	24%	N/A	N/A
# of bank draft payments	4,533	4,574	-0.9%
Bank draft payments	$603,574	$603,929	-0.1%
* Total payments processed were 39,717 and 3,034 were online payments. ** Total payments received were $5,714,729 and $421,619 were online payments. ***Total payments processed were 10,226 excluding Remit mail payments.			

Supporting Documents:

Budget Summary – November 2012
Sales Tax Revenue Report
Sales Tax Comparison Report – Top 20 Cities
Municipal Court – Monthly Statistics
First Southwest Asset Management Reports
Permits – Building Inspections End of Month Nov

If I can be of further assistance, please contact me at (972) 292-5510 acothran@friscotexas.gov.

Staff providing information for this report:

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Matthew Freeman, Court Administrator, 972-292-5560, mfreeman@friscotexas.gov
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Budget Summary for November
Fiscal Year 2013
(Compare to 16.67%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Gen Fund Rev												
Property Tax	38,596,256	38,596,256	1,929,971	5%	3,206,879	8%	36,576,570	1,576,510	4%	3,042,838	8%	5%
Sales Tax	25,410,000	25,410,000	2,420,962	10%	4,344,397	17%	24,489,084	2,185,352	9%	3,963,374	16%	10%
Beverage Tax	418,200	418,200	0	0%	0	0%	412,671	0	0%	0	0%	0%
Franchise Tax	8,279,250	8,279,250	0	0%	0	0%	7,778,592	0	0%	0	0%	0%
Development Fees	5,451,800	5,451,800	568,673	10%	1,187,848	22%	5,752,106	409,148	7%	754,187	13%	58%
Fire & Amb Fees	1,735,000	1,735,000	150,406	9%	315,469	18%	1,670,957	117,204	7%	288,723	17%	9%
Misc Fees/Charges	1,230,236	1,230,236	108,028	9%	207,936	17%	1,355,630	133,436	10%	214,351	16%	-3%
Court Fines	2,256,450	2,256,450	176,677	8%	285,529	13%	2,366,580	167,465	7%	273,437	12%	4%
Parks & Recreation	4,602,775	4,602,775	231,510	5%	891,113	19%	4,474,080	231,654	5%	859,760	19%	4%
Library	46,947	46,947	7,409	16%	25,561	54%	203,232	8,186	4%	16,975	8%	51%
Police Fees	1,157,300	1,157,300	227,565	20%	273,604	24%	1,303,338	234,018	18%	265,885	20%	3%
Interest	150,000	150,000	6,764	5%	14,101	9%	121,427	7,849	6%	15,527	13%	-9%
Non-departmental	950,506	950,506	3,517	0%	3,528	0%	861,551	5,032	1%	5,034	1%	-30%
Total	90,284,720	90,284,720	5,831,482	6%	10,755,965	12%	87,365,818	5,075,854	6%	9,700,091	11%	11%

Gen Fund Exp												
Administration	3,855,622	3,957,977	334,529	8%	510,295	13%	4,320,970	250,098	6%	394,162	9%	29%
Financial Services	5,395,633	5,460,333	323,053	6%	730,082	13%	5,236,768	263,296	5%	698,147	13%	5%
Police	22,283,417	22,292,262	1,927,112	9%	3,017,486	14%	20,157,070	1,486,211	7%	2,756,765	14%	9%
Fire	22,312,016	22,319,054	1,574,986	7%	2,687,711	12%	19,596,877	1,417,621	7%	2,363,895	12%	14%
Public Works	5,783,386	5,783,386	315,153	5%	462,545	8%	4,685,984	357,261	8%	503,701	11%	-8%
Human Resources	1,063,377	1,063,377	122,517	12%	160,097	15%	951,082	58,840	6%	91,422	10%	75%
Administrative Serv	5,088,505	5,122,133	340,036	7%	1,002,221	20%	4,611,232	293,948	6%	942,294	20%	6%
Library	3,659,710	3,690,285	277,203	8%	461,266	12%	3,441,672	269,890	8%	420,914	12%	10%
IT Serv	1,964,256	2,018,262	145,036	7%	219,026	11%	1,740,091	79,038	5%	158,172	9%	38%
Parks & Recreation	11,012,236	11,015,951	743,473	7%	1,321,657	12%	9,832,058	611,486	6%	1,216,282	12%	9%
Engineering Serv	2,170,349	2,349,698	131,668	6%	229,051	10%	1,955,903	118,571	6%	194,449	10%	18%
Development Serv	5,318,297	5,318,670	384,872	7%	660,089	12%	5,034,707	405,612	8%	674,252	13%	-2%
Non-departmental	292,090	309,272	9,518	3%	13,859	4%	(389,336)	2,839	-1%	7,268	-2%	91%
Total	90,198,894	90,700,660	6,629,156	7%	11,475,385	13%	81,175,078	5,614,711	7%	10,421,723	13%	10%
One Time Transfers	0	0	0	NA	0	NA	1,700,000	0	0%	0	0%	NA
Total	90,198,894	90,700,660	6,629,156	7%	11,475,385	13%	82,875,078	5,614,711	7%	10,421,723	13%	10%
Rev-Exp	85,826	(415,940)	(797,674)		(719,420)		4,490,740	(538,857)		(721,632)		

Budget Summary for November
Fiscal Year 2013
(Compare to 16.67%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Utility Rev												
Water	36,689,860	36,689,860	3,243,060	9%	7,272,788	20%	32,623,303	2,984,745	9%	7,218,405	22%	1%
Sewer	17,891,432	17,891,432	1,442,087	8%	2,904,010	16%	17,101,913	1,378,083	8%	2,743,904	16%	6%
Const Inspect Fees	525,700	525,700	151,864	29%	325,103	62%	1,085,903	263,838	24%	391,605	36%	-17%
Interest	10,815	10,815	2,044	19%	4,178	39%	15,871	781	5%	1,430	9%	192%
Misc	2,477,036	2,477,036	41,411	2%	84,258	3%	2,662,076	46,656	2%	81,749	3%	3%
Total	57,594,843	57,594,843	4,880,466	8%	10,590,337	18%	53,489,066	4,674,103	9%	10,437,093	20%	1%
Utility Exp												
Financial Serv - UB	1,033,766	1,064,943	79,287	7%	124,821	12%	1,003,646	90,383	9%	136,850	14%	-9%
Public Works	38,049,843	38,050,397	2,899,716	8%	6,464,336	17%	33,544,680	2,825,856	8%	6,226,370	19%	4%
Administrative Serv	87,109	87,109	0	0%	0	0%	0	0	NA	0	NA	NA
IT Serv - GIS	1,464,946	1,464,946	90,322	6%	215,798	15%	1,298,886	129,304	10%	224,746	17%	-4%
Engineering Serv	2,780,051	2,780,596	207,987	7%	338,470	12%	2,418,781	177,551	8%	297,722	13%	14%
Non-departmental	13,965,736	13,965,736	0	0%	0	0%	11,464,028	0	0%	0	0%	0%
Total	57,381,451	57,413,727	3,277,312	6%	7,143,425	12%	49,730,021	3,223,094	6%	6,885,688	14%	4%
Rev-Exp	213,392	181,116	1,603,154		3,446,912		3,759,045	1,451,009		3,551,405		
Utility Stormwater												
Revenue	1,416,949	1,416,949	117,642	8%	234,812	17%	1,383,639	112,128	8%	223,598	16%	5%
Expenses	1,646,585	1,713,585	73,967	4%	116,150	7%	1,388,927	76,784	6%	104,233	8%	11%
Rev-Exp	(229,636)	(296,636)	43,675		118,662		(5,288)	35,344		119,365		
Environmental												
Revenue	10,748,357	10,748,357	875,517	8%	1,736,285	16%	10,389,665	849,794	8%	1,699,069	16%	2%
Expenses	10,723,516	10,723,516	799,763	7%	1,392,929	13%	10,224,762	783,983	8%	1,347,769	13%	3%
Rev-Exp	24,841	24,841	75,754		343,356		164,903	65,811		351,300		
Hotel/Motel												
Revenue	3,653,887	3,653,887	399,170	11%	399,215	11%	3,581,823	265,401	7%	265,416	7%	50%
Expenses	3,542,436	3,602,653	78,187	2%	161,585	4%	3,365,761	126,251	4%	227,730	7%	-29%
Rev-Exp	111,451	51,234	320,983		237,630		216,062	139,150		37,686		

Budget Summary for November
Fiscal Year 2013
(Compare to 16.67%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	Unaudited FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Gen Fund Rev												
Property Tax	38,596,256	38,596,256	1,929,971	5%	3,206,879	8%	36,576,570	1,576,510	4%	3,042,838	8%	5%
Sales Tax	25,410,000	25,410,000	2,420,962	10%	4,344,397	17%	24,489,084	2,185,352	9%	3,963,374	16%	10%
Beverage Tax	418,200	418,200	0	0%	0	0%	412,671	0	0%	0	0%	0%
Franchise Tax	8,279,250	8,279,250	0	0%	0	0%	7,778,592	0	0%	0	0%	0%
Development Fees	5,451,800	5,451,800	568,673	10%	1,187,848	22%	5,752,106	409,148	7%	754,187	13%	58%
Fire & Amb Fees	1,735,000	1,735,000	150,406	9%	315,469	18%	1,670,957	117,204	7%	288,723	17%	9%
Misc Fees/Charges	1,230,236	1,230,236	108,028	9%	207,936	17%	1,355,630	133,436	10%	214,351	16%	-3%
Court Fines	2,256,450	2,256,450	176,677	8%	285,529	13%	2,366,580	167,465	7%	273,437	12%	4%
Parks & Recreation	4,602,775	4,602,775	231,510	5%	891,113	19%	4,474,080	231,654	5%	859,760	19%	4%
Library	46,947	46,947	7,409	16%	25,561	54%	203,232	8,186	4%	16,975	8%	51%
Police Fees	1,157,300	1,157,300	227,565	20%	273,604	24%	1,303,338	234,018	18%	265,885	20%	3%
Interest	150,000	150,000	6,764	5%	14,101	9%	121,427	7,849	6%	15,527	13%	-9%
Non-departmental	950,506	950,506	3,517	0%	3,528	0%	861,551	5,032	1%	5,034	1%	-30%
Total	90,284,720	90,284,720	5,831,482	6%	10,755,965	12%	87,365,818	5,075,854	6%	9,700,091	11%	11%
Gen Fund Exp												
Administration	1,675,622	1,777,977	126,770	7%	224,290	13%	1,800,531	115,536	6%	200,788	11%	12%
PIO	744,571	744,571	47,214	6%	81,091	11%	654,409	45,118	7%	77,023	12%	5%
City Secretary	301,335	301,335	61,460	20%	77,274	26%	294,863	18,640	6%	32,496	11%	138%
Legal	800,000	800,000	77,202	10%	77,202	10%	1,285,712	55,036	4%	55,036	4%	40%
City Council	120,192	120,192	8,021	7%	28,525	24%	79,086	4,383	6%	10,316	13%	177%
Records Mgmt	213,902	213,902	13,862	6%	21,913	10%	206,369	11,385	6%	18,503	9%	18%
Fin-Administration	271,208	271,208	18,506	7%	31,883	12%	245,590	19,437	8%	64,968	26%	-51%
Fin-Budget/Housing	358,774	396,774	27,837	7%	49,460	12%	306,440	17,966	6%	28,996	9%	71%
Fin-Finance	1,337,355	1,364,055	76,930	6%	299,050	22%	1,193,669	87,874	7%	273,689	23%	9%
Fin-Rev Collections	822,732	822,732	83,087	10%	93,241	11%	814,875	20,015	2%	144,811	18%	-36%
Fin-Court	1,654,064	1,654,064	119,854	7%	202,298	12%	1,504,570	118,004	8%	185,683	12%	9%
Fin-Sales Tax Grant	951,500	951,500	-3,161	0%	54,150	6%	1,171,624	0	0%	0	0%	0%
Pol-Admin	1,159,845	1,158,845	118,975	10%	192,652	17%	1,121,360	86,045	8%	146,464	13%	32%
Pol-Services	9,049,820	9,049,820	936,820	10%	1,338,486	15%	7,871,344	596,227	8%	1,225,928	16%	9%
Pol-Operations	12,073,752	12,083,597	871,317	7%	1,486,348	12%	11,164,366	803,939	7%	1,384,373	12%	7%
Fire-Admin	1,660,542	1,660,584	89,809	5%	146,675	9%	1,025,935	72,090	7%	122,379	12%	20%
Fire-Operations	19,981,718	19,988,714	1,458,881	7%	2,513,384	13%	18,118,988	1,322,705	7%	2,210,142	12%	14%
Fire-EMS	669,756	669,756	26,296	4%	27,652	4%	451,954	22,826	5%	31,374	7%	-12%
Public Works-Streets	3,360,905	3,360,905	190,469	6%	311,345	9%	2,592,150	194,934	8%	310,134	12%	0%
Public Works-Traffic	1,042,481	1,042,481	42,503	4%	69,019	7%	729,800	47,849	7%	79,089	11%	-13%
Public Works-Lighting	1,380,000	1,380,000	82,181	6%	82,181	6%	1,364,034	114,478	8%	114,478	8%	-28%
Human Resources	1,063,377	1,063,377	122,517	12%	160,097	15%	951,082	58,840	6%	91,422	10%	75%
Admin-Purchasing	511,559	511,559	34,050	7%	58,851	12%	426,007	31,550	7%	54,244	13%	8%
Admin -Support Serv	1,939,766	1,939,766	81,375	4%	632,433	33%	1,667,684	88,307	5%	646,774	39%	-2%
Admin-Build Serv	1,960,322	1,993,950	181,633	9%	231,560	12%	1,877,296	122,431	7%	156,522	8%	48%
Admin-Fleet	676,858	676,858	42,978	6%	79,377	12%	640,245	51,660	8%	84,754	13%	-6%
IT Serv	1,964,256	2,018,262	145,036	7%	219,026	11%	1,740,091	79,038	5%	158,172	9%	38%
Library	3,659,710	3,690,285	277,203	8%	461,266	12%	3,441,672	269,890	8%	420,914	12%	10%
Parks-Admin	406,519	406,519	31,587	8%	54,812	13%	411,690	31,392	8%	55,402	13%	-1%
Parks	5,242,184	5,244,109	384,944	7%	693,124	13%	4,547,402	284,048	6%	646,682	14%	7%
Parks-Recreation	5,034,539	5,035,168	305,842	6%	533,768	11%	4,600,687	280,758	6%	483,860	11%	10%
Parks-CIP Planning	328,994	330,155	21,100	6%	39,953	12%	272,279	15,288	6%	30,338	11%	32%
ES-Administration	160,433	167,433	17,155	10%	24,134	14%	57,286	0	0%	0	0%	0%
ES-Signal Control	1,060,692	1,224,614	54,024	4%	94,288	8%	891,438	63,195	7%	100,048	11%	-6%
ES-Transportation	949,224	957,651	60,489	6%	110,629	12%	1,007,179	55,376	5%	94,401	9%	17%
DS-Planning	1,176,663	1,176,741	91,260	8%	159,020	14%	1,188,393	98,479	8%	171,939	14%	-8%
DS-Health	384,220	384,259	30,296	8%	52,496	14%	344,150	26,114	8%	39,081	11%	34%
DS-Bldg Insp	2,517,492	2,517,608	189,828	8%	323,615	13%	2,350,161	209,301	9%	341,454	15%	-5%
DS-Animal Control	684,992	685,132	30,379	4%	52,290	8%	634,017	31,322	5%	54,025	9%	-3%
DS-Code Enforcement	554,930	554,930	43,109	8%	72,668	13%	517,986	40,396	8%	67,753	13%	7%
Non-departmental	292,090	309,272	9,518	3%	13,859	4%	1,310,664	2,839	0%	7,268	1%	91%
Total	90,198,894	90,700,660	6,629,156	7%	11,475,385	13%	82,875,078	5,614,711	7%	10,421,723	13%	10%
Rev-Exp	85,826	(415,940)	(797,674)		(719,420)		4,490,740	(538,857)		(721,632)		

Budget Summary for November
Fiscal Year 2013
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Utility Rev												
Water	36,689,860	36,689,860	3,243,060	9%	7,272,788	20%	32,623,303	2,984,745	9%	7,218,405	22%	1%
Sewer	17,891,432	17,891,432	1,442,087	8%	2,904,010	16%	17,101,913	1,378,083	8%	2,743,904	16%	6%
Const Inspect Fees	525,700	525,700	151,864	29%	325,103	62%	1,085,903	263,838	24%	391,605	36%	-17%
Interest	10,815	10,815	2,044	19%	4,178	39%	15,871	781	5%	1,430	9%	192%
Misc	2,477,036	2,477,036	41,411	2%	84,258	3%	2,662,076	46,656	2%	81,749	3%	3%
Total	57,594,843	57,594,843	4,880,466	8%	10,590,337	18%	53,489,066	4,674,103	9%	10,437,093	20%	1%
Utility Exp												
Financial Serv-UB	1,033,766	1,064,943	79,287	7%	124,821	12%	1,003,646	90,383	9%	136,850	14%	-9%
Public Works-Adm	584,120	584,236	33,900	6%	56,533	10%	392,835	21,005	5%	34,653	9%	63%
Public Works-Water	20,783,887	20,783,887	1,621,295	8%	3,132,995	15%	18,362,467	1,606,455	9%	2,936,647	16%	7%
Public Works-Sewer	13,441,337	13,441,775	1,032,375	8%	2,948,603	22%	12,117,891	1,026,950	8%	2,876,065	24%	3%
Public Works-Meters	2,458,998	2,458,998	150,111	6%	221,994	9%	1,929,470	112,386	6%	281,482	15%	-21%
Public Works-ROW Ins	781,501	781,501	62,035	8%	104,211	13%	742,017	59,060	8%	97,523	13%	7%
Admin-Support Serv	87,109	87,109	0	0%	0	0%	0	0	#DIV/0!	0	NA	0%
IT Serv	1,464,946	1,464,946	90,322	6%	215,798	15%	1,298,886	129,304	10%	224,746	17%	-4%
ES-Admin	517,364	517,364	78,277	15%	113,707	22%	474,276	40,802	9%	63,099	13%	80%
ES-Construct Insp	914,531	915,076	64,355	7%	108,351	12%	799,533	61,334	8%	103,250	13%	5%
ES-Engineering	1,348,156	1,348,156	65,355	5%	116,412	9%	1,144,972	75,415	7%	131,373	11%	-11%
Non Departmental	13,965,736	13,965,736	0	0%	0	0%	11,464,028	0	0%	0	0%	0%
Total	57,381,451	57,413,727	3,277,312	6%	7,143,425	12%	49,730,021	3,223,094	6%	6,885,688	14%	4%
Rev-Exp	213,392	181,116	1,603,154		3,446,912		3,759,045	1,451,009		3,551,405		
Utility Stormwater												
Revenues	1,416,949	1,416,949	117,642	8%	234,812	17%	1,383,639	112,128	8%	223,598	16%	5%
Expenses	1,646,585	1,713,585	73,967	4%	116,150	7%	1,388,927	76,784	6%	104,233	8%	11%
Rev-Exp	(229,636)	(296,636)	43,675		118,662		(5,288)	35,344		119,365		
Environmental												
Revenues	10,748,357	10,748,357	875,517	8%	1,736,285	16%	10,389,665	849,794	8%	1,699,069	16%	2%
Expenses	10,723,516	10,723,516	799,763	7%	1,392,929	13%	10,224,762	783,983	8%	1,347,769	13%	3%
Rev-Exp	24,841	24,841	75,754		343,356		164,903	65,811		351,300		
Hotel/Motel												
Revenues	3,653,887	3,653,887	399,170	11%	399,215	11%	3,581,823	265,401	7%	265,416	7%	50%
Expenses	3,542,436	3,602,653	78,187	2%	161,585	4%	3,365,761	126,251	4%	227,730	7%	-29%
Rev-Exp	111,451	51,234	320,983		237,630		216,062	139,150		37,686		

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Cash Basis (Monthly)

Month Received	Monthly Receipts FY 2013	% Change Over Same Month Prior Year	FY 2012-13 Year to Date Total	FY 2012-13 Year to Date % Change	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	FY 2011-12 Year to Date % Change
Oct	3,846,870	8.18%	3,846,870	8.18%	3,556,044	11.70%	3,556,044	11.70%
Nov	4,841,923	10.78%	8,688,793	9.61%	4,370,704	12.27%	7,926,748	12.01%
Dec		0.00%	-	0.00%	3,497,198	19.50%	11,423,946	14.20%
Jan		0.00%	-	0.00%	3,640,120	15.87%	15,064,066	14.60%
Feb		0.00%	-	0.00%	5,549,946	6.04%	20,614,012	12.16%
Mar		0.00%	-	0.00%	3,427,402	19.05%	24,041,414	13.10%
April		0.00%	-	0.00%	3,427,296	19.05%	27,468,710	13.80%
May		0.00%	-	0.00%	4,590,910	8.09%	32,059,620	12.95%
Jun		0.00%	-	0.00%	3,559,977	10.97%	35,619,597	12.75%
Jul		0.00%	-	0.00%	3,810,590	15.00%	39,430,186	12.96%
Aug		0.00%	-	0.00%	4,755,662	8.05%	44,185,849	12.41%
Sept		0.00%	-	0.00%	4,130,280	16.24%	48,316,129	12.73%
Grand Total	**8,688,793**				**7,926,748**			
General Fund	**4,344,397**				**3,963,374**			
EDC/CDC	**2,172,198**				**1,981,687**			

Allocation Comparison Summary Reports

Top 20 City Sales and Use Tax Comparison Summary - November 2012

	City	Net Payment This Period	Comparable Payment Prior Year	% Change
1	Houston	51,735,754.36	48,477,722.49	6.72%
2	San Antonio	22,209,234.99	19,821,230.50	12.04%
3	Dallas	21,093,020.13	21,196,308.28	-0.48%
4	Austin	13,759,889.73	13,021,900.10	5.66%
5	Fort Worth	10,667,141.38	10,554,454.08	1.06%
6	Arlington	8,540,259.10	8,367,389.82	2.06%
7	Plano	6,461,911.98	5,975,184.94	8.14%
8	Corpus Christi	6,366,854.96	6,196,134.92	2.75%
9	El Paso	6,338,089.24	6,228,213.52	1.76%
10	Amarillo	5,890,861.68	5,585,775.45	5.46%
11	Lubbock	5,232,161.53	4,885,374.25	7.09%
12	Irving	5,067,747.04	5,426,669.41	-6.61%
13	Round Rock	5,031,140.73	5,221,152.16	-3.63%
14	Midland	4,960,275.17	4,222,796.87	17.46%
15	Frisco	4,841,923.42	4,370,704.21	10.78%
16	McAllen	4,656,764.00	4,655,572.09	0.02%
17	Grand Prairie	4,148,454.36	3,723,740.94	11.40%
18	Sugar Land	3,738,690.00	3,853,061.12	-2.96%
19	Abilene	3,552,497.26	3,842,606.95	-7.54%
20	Laredo	3,195,345.08	3,124,785.48	2.25%

Municipal Court Division:

The court processed 1879 new citations for the month of November. Of these, 92.5% were for traffic violation, 2.5% for city ordinance violations, and 6% for other class C misdemeanor charges. There were 10 Teen Court referrals for the month of November.

Work Flow Performance Measures	2012-2013 November	2012-2013 YTD	2012-2013 Proposed	2011-2012	2010-2011
Cases Filed	1879	3870	24000	24486	20076
Cases Closed	1780	3552	25000	24444	19951
Warrants Issued and Cleared	648/330	858/781	5000 / 5700	4537 / 5071	4668 / 4961
Juvenile Cases Filed	78	202	1000	1071	1106
% of Juvenile Cases Referred to Teen Court*	13%	9%	20%	10%	15%

Re nue Performance Measures	2012-2013 November	2012-2013 YTD	2012-2013 Proposed	2011-2012	2010-2011
To New Bench Fines Levied**	$472,337	$971,568	$6,500,000	$6,755,585	$5,567,888
% evied Bench Fines Collected	67%	65%	60%	58%	61%
To Revenues Collected	$317,630	$635,733	$3,900,000	$3,933,071	$3,376,843
Ci eneral Fund Revenues	$166,879	$336,803	$2,256,450	$2,155,535	$1,904,035
E nditures	$119,854	$202,299	$1,654,064	$1,492,593	$1,305,885
To Revenue Per Case	$178	$179	$156	$161	$169
To General Fund Revenue Per Case	$94	$95	$90	$88	$95
Co Processing Cost per Case	$64	$52	$69	$61	$65
City Net Per Case	$30	$43	$21	$27	$30
General Fund Revenues Minus Expenditures	$47,025	$134,505	$602,386	$662,942	$598,150
% Processed By Web and Phone	12%	12%	10%	14%	20%
% Processed By Mail	16%	17%	20%	16%	11%
% Processed At Municipal Court	72%	71%	70%	70%	69%

* Percentage of Cases Eligible for Teen Court

**Total New Bench Fines Levied are the set fines when a case is filed. Disposition of a case may result in dismissal or a lower fine and cost being paid.

FirstSouthwest

Relative Value Report
Today's Date: 30-Nov-12
Settlement Date: **3-Dec-12**

DISCLAIMER: Securities listed here represent the best market offers as of early morning on this date. All information is subject to change at any time without notice. This report is intended for informational purposes only, and is in no way a solicitation or offer to sell any securities or services. This information has been obtained from sources believed to be reliable, but we do not warrant or guarantee the accuracy or timeliness of this information. There are no warranties, expressed or implied, as to accuracy, completeness, or results obtained from this information.

MATURITY DATE	SECURITY TYPE	DISCOUNT/ SPREAD	YIELD
Agency Discount Notes			
9-Jan-13	FHLMC	0.070%	0.071%
30-Jan-13	FHLB	0.095%	0.097%
27-Feb-13	FHLB	0.120%	0.122%
18-Mar-13	FHLMC	0.130%	0.132%
29-Apr-13	FHLMC	0.145%	0.148%
31-May-13	FHLB	0.162%	0.165%
28-Jun-13	FHLMC	0.150%	0.153%
31-Jul-13	FNMA	0.140%	0.142%
30-Aug-13	FHLMC	0.160%	0.163%
27-Sep-13	FHLB	0.150%	0.153%
24-Oct-13	FNMA	0.160%	0.163%
22-Nov-13	FHLB	0.185%	0.188%
Commercial Paper			
2-Jan-13	Toyota Motor Credit	0.170%	0.173%
1-Feb-13	Toyota Motor Credit	0.190%	0.193%
4-Mar-13	Toyota Motor Credit	0.190%	0.193%
2-Apr-13	Toyota Motor Credit	0.240%	0.244%
2-May-13	Toyota Motor Credit	0.250%	0.254%
31-May-13	Toyota Motor Credit	0.260%	0.265%
30-Aug-13	Toyota Motor Credit	0.290%	0.295%
Agency Bullets (Non-Callable)			
29-Nov-13	FHLB 0.45	-5.5	0.195%
26-Feb-14	FFCB 0.20	-2.5	0.225%
23-May-14	FFCB 0.22	-0.5	0.245%
20-Aug-14	FHLMC 1.00	+3.0	0.280%
6-Nov-14	FHLMC 2.65	+5.5	0.305%
27-May-15	FNMA 0.50	+10.5	0.355%
24-Nov-15	FHLMC 0.45 ***	+7.0	0.394%

*** Spread versus 3-Year Treasury (All others vs 2-Year)

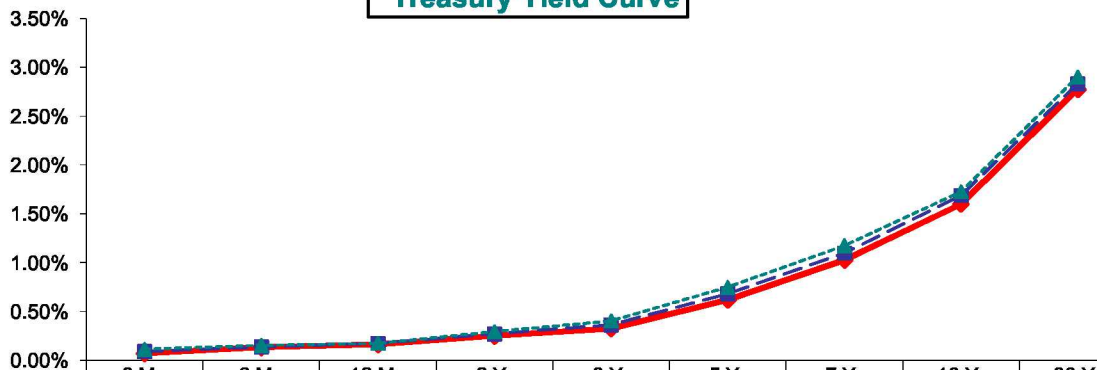
Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.140%	0.154%
7 Day Moving Avg:	0.149%	0.161%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.071%	0.122%	0.122%
2 Mo	0.097%	0.102%	0.142%
3 Mo	0.122%	0.127%	0.142%
6 Mo	0.165%	0.163%	0.168%
9 Mo	0.163%	0.142%	0.153%
12 Mo	0.188%	0.173%	0.173%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.173%	0.173%	0.153%
2 Mo	0.193%	0.142%	0.183%
3 Mo	0.193%	0.163%	0.203%
4 Mo	0.244%	0.275%	0.244%
5 Mo	0.254%	0.285%	0.275%
6 Mo	0.265%	0.295%	0.285%
9 Mo	0.295%	0.295%	0.316%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.195%	0.210%	0.213%
1.5 Yr	0.245%	0.265%	0.283%
2 Yr	0.305%	0.325%	0.348%
2.5 Yr	0.355%	0.365%	0.383%
3 Yr	0.394%	0.432%	0.462%

Treasury Yield Curve



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.071%	0.132%	0.162%	0.250%	0.324%	0.619%	1.026%	1.599%	2.773%
One Week Ago	0.091%	0.137%	0.173%	0.270%	0.362%	0.682%	1.097%	1.687%	2.831%
One Month Ago	0.112%	0.152%	0.173%	0.293%	0.402%	0.748%	1.173%	1.726%	2.901%

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 11/1/2012 thru 11/30/2012

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
BUILDING	CNEW	New commercial structures	51,986.00	$8,500,000.00	$22,033.44	$22,033.44	1		1
BUILDING	CALT	Commercial alterations	18,211.00	$179,000.00	$2,021.31	$2,021.31	4	1	5
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	42,532.00	$1,432,747.00	$15,535.00	$15,535.00	19	1	20
BUILDING	CADD	Commercial additions	790.00	$61,800.00	$682.88	$682.88	6		6
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)		$50,000.00	$486.25	$486.25	1		1
CO		Certificates of Occupancy	50,942.00	$0.00	$1,370.00	$1,370.00	11	1	12
BUILDING	CDMO	Commercial demolitions	3,981.00	$1,218,581.00	$150.00	$150.00	3		3
BUILDING	SCHA	Existing school, alteration or addition to							0
BUILDING	SCHL	New school / education facility building							0
		Section Subtotals	**168,442.00**	**$11,442,128.00**	**$42,278.88**	**$42,278.88**	**45**	**3**	**48**
BUILDING	MNEW	Multifamily structure							0
BUILDING	MADD	Addition to existing multifamily structure							0
[illegible]DING	MALT	Alteration to existing multifamily structure							0
[illegible]TIFAMILY		Multifamily registration for bldg and site insp	344	$0.00		$1,720.00		1	1
		Section Subtotals		**$0.00**		**$1,720.00**		**1**	**1**
[illegible]DING	SNEW	Single-family dwellings	754,571.00	$45,340,198.56	$401,281.44	$401,281.44	106	62	168
[illegible]DING	SADD	Addition to existing single-family structure	1,050.00	$49,000.00	$1,116.75	$1,116.75	2	1	3
[illegible]DING	SALT	Alteration to existing single-family structure	19,260.00	$1,089,153.00	$16,175.00	$16,175.00	51	47	98
[illegible]DING	MISC	Various miscellaneous modifications (concrete slab, etc.)		$20,000.00	$192.75	$192.75	1		1
[illegible]DING	SDMO	Single-family residential demolition	5,685.00	$28,173.00	$371.75	$371.75	1	1	2
BUILDING	DPLX	Duplex							0
BUILDING	MOBH	Mobilehome	1,456.00	$55,000.00	$718.75	$718.75	1		1
BUILDING	Others	Other building permits	4,320.00	$129,000.00	$580.00	$580.00	3	2	5
		Section Subtotals	**786,342.00**	**$46,710,524.56**	**$420,436.44**	**$420,436.44**	**165**	**113**	**278**
POOL	RES POOL	Residential swimming pools and spas	0.00	$988,500.00	$4,340.00	$4,340.00	11	16	27
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)							0
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)	0.00	$0.00	$80.00	$80.00	1		
		Section Subtotals	**0.00**	**$988,500.00**	**$4,420.00**	**$4,420.00**	**12**	**16**	[illegible]

Note: Fees Assessed may reflect additional fees after permit issuance.

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AGENDA ITEM #9.

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
FENCE	RES	Residential fence installation				$1,540.80	38	33	
FENCE	SCRN WALL	Masonry screening wall installation				$60.00	2	1	
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$180.00	6	3	
FENCE	Others	Other Fence installations				$60.00	2		
		Section Subtotals				**$1,840.80**	**48**	**37**	
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$680.00	8	6	
ELECTRICAL	NEW	New electrical systems installation							
PLUMBING	ALT/ADD	Upgrade existing plumbing				$1,028.00	20	20	
PLUMBING	WATER HEATER	Water heater installation				$3,670.00	63	62	1
PLUMBING	IRRIGATION	Irrigation/sprinkler system installation				$26,285.00	71	69	140
PLUMBING	OSSF	On-site sanitation facility							0
MECHANICAL	ALT/ADD	Furnace/air conditioner systems				$1,620.50	24	6	30
MECHANICAL	NEW	New mechanical installations							0
ELECTRICAL	Other	Other miscellaneous electrical							0
PLUMBING	Other	Other miscellaneous plumbing							0
MECHANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$33,283.50**	**186**	**163**	**349**
	BANN	Temporary Banners				$1,500.00	17	3	20
	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$75.00		1	1
	MONUMENT INDIVIDUAL	Permanent sign with masonry border				$600.00	2	2	4
	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$605.00	2	2	4
	REAL ESTATE	Temporary wooden sign at property for lease or sale				$905.00	5	1	6
	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development				$300.00	1	1	2
SIGN	SUBDIVISION IDENTITY	Masonry signage incorporated with the subdivision screen wall							0
SIGN	WALL	Permanent sign attached to side of an approved wall of a structure							0
SIGN	CANOPY	Canopy							0
SIGN	MENU BOARD	Drive-thru menu boards							0
SIGN	PROJECTING	Sign installed that extends outward from a wall							0
SIGN	Others	Other miscellaneous signs				$5,400.60	30	5	35
		Section Subtotals				**$9,385.60**	**57**	**15**	**72**

Note: Fees Assessed may reflect additional fees after permit issuance.

AGENDA ITEM #9.

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Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
HEALTH	CONV	Convenience stores							0
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)				$405.00	1		1
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$310.00	3		3
HEALTH	GROC	Grocery stores				$555.00	1		1
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$50.00	1		1
HEALTH	MBHT	Mobile catering vehicles, hot				$300.00			1
HEALTH	MBCD	Mobile catering vehicles, cold				$200.00			1
HEALTH	KIOSK HLTH	Food-related sales - non-mobile				$400.00	2		2
HEALTH	PRIVATE HLTH	Nursing, assisted living, or the like				$800.00	2		2
HEALTH	REST	Restaurants, dining food establishments				$7,440.00	15	3	18
HEALTH	SCHOOL / CITY	School district and private educational facilities, City facilities							0
HEALTH	THLT	Temporary health permits				$500.00	20		20
HEALTH	Others	Other health permits				$600.00	2		2
		Section Subtotals				**$11,560.00**	**47**	**3**	**52**
[illegible]	SWPUB	Public pools and spas							0
[illegible]	SWRES	HOA community pools and spas							0
[illegible]	SWSEMI	Hotels and apartment communities pools and spas							0
		Section Subtotals							**0**
[illegible]IALEVENT	Others	Miscellaneous SPECIALEVENTs							0
[illegible]IALEVENT	SIDEWALK	Existing business sidewalk sale							0
[illegible]IALEVENT	OUTDOOR	Outdoor							0
SPECIALEVENT	PARKING LOT	Parking lot							0
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.				$795.00	5		5
SPECIALEVENT	TENT	Tent				$771.00	9		9
		Section Subtotals				**$1,566.00**	**14**		**14**

Note: Fees Assessed may reflect additional fees after permit issuance.

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
REGISTRATION	ELEC REG	Electrical contractors registrations				$550.00			
REGISTRATION	MECH REG	Mechanical contractor registrations				$453.00			
REGISTRATION	PLUMB REG	Plumbing contractor registrations							
REGISTRATION	GENERAL REG	General contractor registrations, no fees				$50.00			
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$301.00			
REGISTRATION	Others	Other contractor registrations				$378.00			
		Section Subtotals				**$1,732.00**			**1**
		Totals on report	**954,784.00**	**$59,141,152.56**	**$467,135.32**	**$528,223.22**	**574**	**351**	**1,031**

Note: Fees Assessed may reflect additional fees after permit issuance.

AGENDA ITEM #10.

Frisco Police Department
City of Frisco, Texas

Governance Monitoring Staff Report

To: **The Honorable Maher Maso, Mayor, and the Frisco City Council**
Thru: **George Purefoy, City Manager**
From: **Interim Chief of Police, John Bruce**
Date: **12/14/2012**
Re: **Monthly Report – November 2012**

Report Summary: Crime data and monthly departmental activity is summarized with a historical perspective.

Comparative Data: The overall Uniform Crime Index number for November 2012 in Frisco currently shows a decrease of 5.9% from the month of October 2012. When it is compared to the same time last year, the data shows that 2011 and 2012 are sitting at nearly no change, up or down, in the number of total UCR crimes. Both Year to Date (YTD) 2011 and Year to Date (YTD) 2012 show about 2,904 and 2,905 total UCR crimes reported. However, even with the no change in the total numbers it still puts the city of Frisco Crime Rate at 22.48 out of 1,000 people. This is slightly up from last month's number of 21.88 out of 1,000 people. But when you look at the total Crime Rate for the city as a whole the city has dropped about 1.04 out of 1,000 people in the Crime Rate this year compared to last year.

Report Analysis: There were a total of 57 assaults reported last month giving the city a total of 537 so far for the year. However, year to date from last year's numbers show there is an overall decrease in assaults of 6.61% for the city as a whole.

The number of Burglary of Habitations from October to November showed to be about the same with October reporting 21 and November reported 22. However, the number of Burglary of Buildings showed a 78.3% decrease for the month. There were 23 reported in October and only 5 reported in November. The overall Year to Date (YTD) number of Burglaries is sitting at an 8.5% decrease for year 2012 compared to year 2011.

Motor Vehicle thefts in the city are also way down for the year. There has been 56 reported stolen vehicles in the city this year compared to the 2011 number of 86. That is a decrease of over 34.9% for the year in stolen vehicles. Also down is the number of Burglary of Coin Operated Machines in the city. However, the numbers of Burglary of Motor Vehicles (BMVs) for the year are showing a 31.5% increase for the year compared to this time last year. The numbers of Rapes reported in the city of Frisco are up approximately 160% for the year with 8 additional rapes reported Year to Date (YTD) 2011 to Year to Date (YTD) 2012.

Supporting Documents: FPD statistics for November 2012

Staff Recommendation: Thank you for your consideration of this item; if I can be of any support, please contact me at 972.292.6103 or by email at police@friscotexas.gov.

MONTHLY REPORT
November 2012
PART 1 OFFENSES

POPULATION DATA	
November-11	123,475
November-12	129,223

	MONTHLY				YEAR TO DATE					
Offense Category	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**2**	**0.02**	**-2**	**-100.00**
Rape	**2**	**2**	**No Change**	**0.00**	**13**	**0.10**	**5**	**0.04**	**8**	**160.00**
Robbery	**4**	**3**	**1**	**33.33**	**23**	**0.18**	**24**	**0.19**	**-1**	**-4.17**
Individual	3	1	2	200.00	14	0.11	15	0.12	-1	-6.67
Business	1	2	-1	-50.00	9	0.07	9	0.07	No Change	0.00
Assaults	**57**	**53**	**4**	**7.55**	**537**	**4.16**	**575**	**4.66**	**-38**	**-6.61**
Aggravated	5	6	-1	-16.67	56	0.43	84	0.68	-28	-33.33
Other Assaults	52	47	5	10.64	481	3.72	491	3.98	-10	-2.04
Burglary	**27**	**44**	**-17**	**-38.64**	**418**	**3.23**	**457**	**3.70**	**-39**	**-8.53**
Habitation	22	21	1	4.76	251	1.94	212	1.72	39	18.40
Building	5	23	-18	-78.26	167	1.29	245	1.98	-78	-31.84
Theft	**212**	**219**	**-7**	**-3.20**	**1914**	**14.81**	**1841**	**14.91**	**73**	**3.97**
Burglary Vehicle	67	79	-12	-15.19	627	4.85	477	3.86	150	31.45
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	11	0.09	-11	-100.00
Thefts	142	135	7	5.19	1231	9.53	1267	10.26	-36	-2.84
Motor Vehicle Theft	3	5	-2	-40.00	56	0.43	86	0.70	-30	-34.88
TOTAL OFFENSES	**302**	**321**	**-19**	**-5.92**	**2905**	**22.48**	**2904**	**23.52**	**1**	**0.03**

***NC = NOT CALCULABLE**
BECAUSE SCIENTIFIC CONVENTION STATES DIVISION BY ZERO IS NOT POSSIBLE

Uniform Crime Index Offenses do not always coincide with State offenses; therefore, some offenses may not reflect in UCR statistics (Example: Aggravated Sexual Assault of a male does not reflect in rape, but in assaults.

TRAFFIC ACCIDENT SUMMARY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	123	107	16	14.95	1238	9.58	1374	11.13	-136	-9.90
Injury Accidents	75	50	25	50.00	685	5.30	643	5.21	42	6.53
Number Transported	55	35	20	57.14	504	3.90	445	3.60	59	13.26
Fatality Accidents	0	0	No Change	*NC	6	0.05	3	0.02	3	100.00
Fatalities	0	0	No Change	*NC	6	0.05	3	0.02	3	100.00
High Accident Location(s)	0									
Criteria: 5 or more accidents at location										

PATROL ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	4,560	4,749	-189	-3.98	52,324	404.91	58,606	474.64	-6282	-10.72
Citations*	1,786	1,871	-85	-4.54	19,903	154.02	16,843	136.41	3060	18.17
Red Light Camera Summons	476	461	15	3.25	5,157	39.91	3,813	30.88	1344	35.25
9-1-1 Calls	3,573	4,066	-493	-12.12	43,120	333.69	42,901	347.45	219	0.51

**Speeding: 879; Red Light: 15; Stop Sign: 73*

CRIMINAL INVESTIGATION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	790	833	-43	-5.16	7,964	61.63	7,658	62.02	306	4.00
Cases Cleared	1105	1030	75	7.28	11,361	87.92	11,311	91.61	50	0.44
Cases Inactive	368	285	83	29.12	3,208	24.83	3,024	24.49	184	6.08
Cases Unfounded	13	17	-4	-23.53	181	1.40	122	0.99	59	48.36
Cases Filed (Collin County)	101	84	17	20.24	1,189	9.20	1,200	9.72	-11	-0.92
Juvenile Cases Filed (Collin)	25	19	6	31.58	191	1.48	164	1.33	27	16.46
Cases Filed (Denton County)	25	27	-2	-7.41	256	1.98	232	1.88	24	10.34
Juvenile Cases Filed (Denton)	2	0	2	*NC	70	0.54	20	0.16	50	250.00

DWI AND ADULT ARRESTS

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/D ecrease
DWI Arrests	18	20	-2	-10.00	223	1.73	266	2.15	-43	-16.17
Adult Arrests	204	205	-1	-0.49	2,411	18.66	2395	19.40	16	0.67

JUVENILE DATA

	MONTHLY				YEAR TO DATE					
Offense Category	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/D ecrease
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Rape	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Robbery	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	**0**	**1**	**-1**	**-100.00**	**10**	**0.08**	**27**	**0.22**	**-17**	**-62.96**
Aggravated	0	0	No Change	*NC	0	0.00	7	0.06	-7	-100.00
Other Assaults	0	1	-1	-100.00	10	0.08	20	0.16	-10	-50.00
Burglary	**0**	**0**	**No Change**	***NC**	**10**	**0.08**	**3**	**0.02**	**7**	**233.33**
Habitation	0	0	No Change	*NC	8	0.06	1	0.01	7	700.00
Building	0	0	No Change	*NC	2	0.02	2	0.02	No Change	0.00
Theft	**14**	**8**	**6**	**75.00**	**111**	**0.86**	**94**	**0.76**	**17**	**18.09**
Burglary Vehicle	0	0	No Change	*NC	11	0.09	3	0.02	8	*NC
Burglary Coin-Op Machine	0	0	6	75.00	0	0.00	0	0.00	No Change	9.89
Thefts	14	8	6	75.00	100	0.77	91	0.74	9	9.89
Motor Vehicle Theft	0	0	**No Change**	***NC**	0	**0.00**	0	**0.00**	**No Change**	***NC**
Runaway	0	1	**-1**	**-100.00**	4	**0.03**	4	**0.03**	**No Change**	**0.00**
Other	**5**	**8**	**-3**	**-37.50**	**42**	**0.33**	**38**	**0.31**	**4**	**10.53**
Drug/Alcohol Offenses	3	6	-3	-50.00	25	0.19	18	0.15	7	38.89
Criminal Mischief/DOC	0	0	No Change	*NC	1	0.01	2	0.02	-1	-50.00
Other	2	2	No Change	0.00	16	0.12	18	0.15	-2	-11.11
Warrants	0	0	**No Change**	***NC**	31	**0.24**	6	**0.05**	**25**	**416.67**
TOTAL CHARGES*	**19**	**17**	**2**	**11.76**	**208**	**1.61**	**172**	**1.39**	**36**	**20.93**
# Juvenile Custodies	17	16	1	6.25	164	1.27	147	1.19	17	11.56
# Juvenile Curfew Contacts	3	1	2	200.00	55	0.43	25	0.20	30	120.00
# Juvenile Curfew Citations	3	1	2	200.00	53	0.41	64	0.52	-11	-17.19

RESPONSE TIME FOR EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Domestic Disturbance	93	0:07:36	96	0:09:13	0:08:12	0:07:38	0:00:34	7.42
Fight in Progress	2	0:05:02	7	0:04:01	0:04:12	0:03:37	0:00:35	16.06
Major Vehicle Accident	80	0:07:43	69	0:06:27	0:07:36	0:07:15	0:00:21	4.79
Robbery Alarm	15	0:06:13	1	0:04:11	0:05:36	0:05:58	-00.22	-6.04
TOTALS	**190**	0:07:31	**173**	0:07:52	0:07:33	0:07:10	0:00:23	**5.27**

RESPONSE TIME FOR NON-EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Burglary of Building	9	0:12:35	21	0:29:01	0:23:16	0:14:34	0:08:42	59.73
Burglary of Home	16	0:11:42	26	0:13:19	0:13:22	0:13:17	0:00:05	0.65
Burglary of Vehicle	71	0:10:53	86	0:19:48	0:15:40	0:14:39	0:01:01	6.92
Deliver Message	0	0:00:00	3	0:15:33	0:12:21	0:14:19	-01:58	-13.73
Criminal Mischief	74	0:16:22	49	0:15:30	0:14:51	0:18:51	-04:00	-21.22
TOTALS	**170**	0:13:26	**185**	0:18:44	0:15:42	0:16:22	-00:40	**-4.09**

AGENDA ITEM #11.



FRISCO CVB REPORT - Nov 2012

LODGING INDUSTRY REPORT

	Oct 2012 To Oct 2011			Oct 2012 YTD to Oct 2011 YTD	
	Av Daily Rate	**%Ch ADR**	**% Ch RevPAR**	**Av Daily Rate**	**% Ch ADR**
Citywide Frisco	$127.10	6%	5%	$121.78	0%

(RevPAR - Rev Per Avail. Room)

VISITOR SERVICES

	Nov 2012	**Nov 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visitor Guide Requests	379	1,812	-79%	2,906	2,248	29%

WEBSITE TRAFFIC

	Nov 2012	**Nov 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visits	4,894	7,167	-32%	9,967	7,167	39%
Pageviews	20,559	19,105	8%	42,416	34,770	22%

MEETINGS TURNED DEFINITE

	Nov 2012	**Nov 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Meetings	11	11	0%	23	25	-8%
Room Nights	8,461	4,463	90%	12,530	8,557	46%
Attendance	17,430	18,371	-5%	37,235	40,881	-9%

MEETINGS TURNED TENTATIVE

	Nov 2012	**Nov 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	19	26	-27%	46	40	15%
Total Room Night Production	6,361	10,421	-39%	21,978	15,138	45%

MEETINGS TURNED LOST

	Nov 2012	**Nov 2011**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	12	14	-14%	27	26	4%
Total Room Night Production	6,382	5,555	15%	14,480	13,724	6%



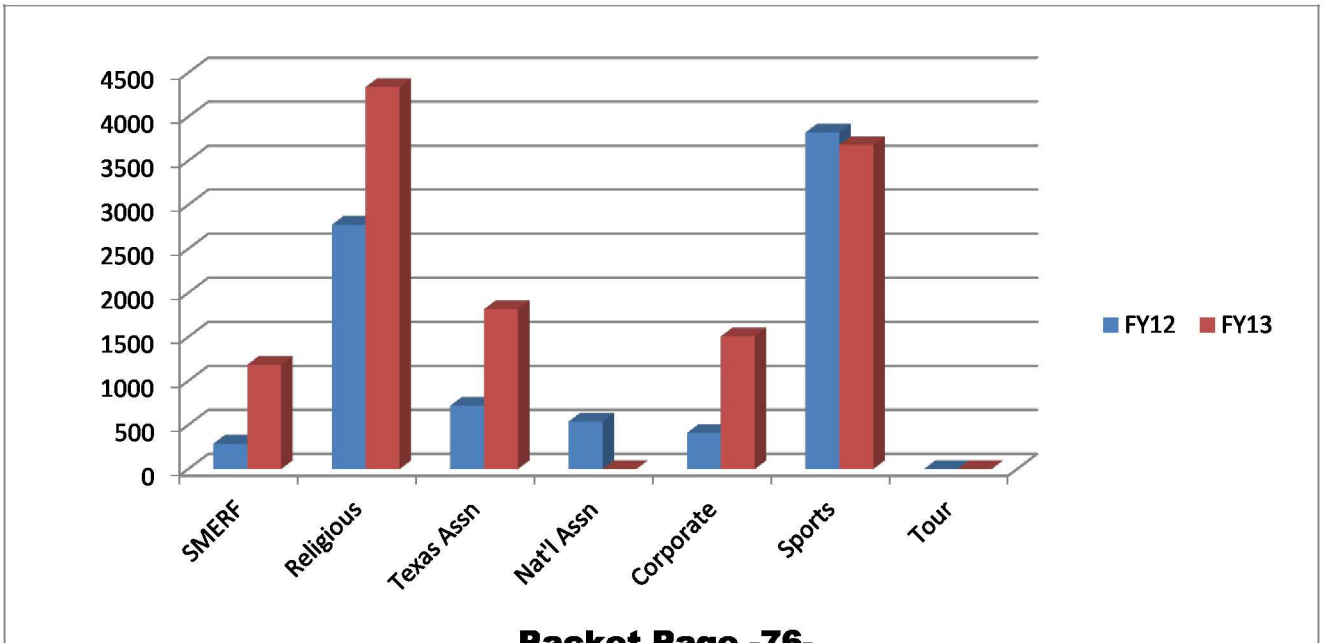
TRADESHOWS & SALES MISSIONS

Event Name	Location	Staff Attending
Local Corporate Sales Calls	Frisco/Plano	Anna
Local Faith Based Meetings Sales Calls	Frisco/Plano	Maureen

SITE VISITS

Group Name	Total Room Nights
USA Climbing	250
TORCH	160
Transplace	No Specific Event at This Time
Father Wound Film	25

DEFINITE ROOMS BY MARKET SEGMENT FY13 YTD





CITYWIDE BOOKINGS TURNED DEFINITE NOVEMBER FY13

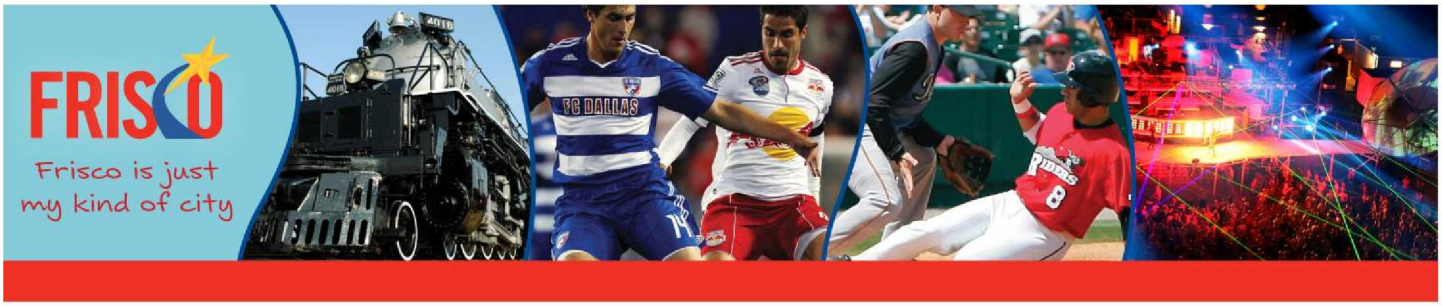
Group	Mtg Start Date	Mtg End Date	Estimated Attendance	Contracted Room Nights
ECNL	2/22/2013	2/25/2013	3,300	1,245
Jehovah's Witness	8/8/2013	8/11/2013	3,000	1,300
Jehovah's Witness	8/15/2013	8/18/2013	3,000	1,100
Jehovah's Witness	8/22/2013	8/25/2013	3,000	1,100

CURRENT BOOKED OR TENTATIVE BUSINESS

Calendar Year	Definite Attendance	Definite Room Nights	# of Definite Groups	Tentative Attendance	Tentative Room Nights	# of Tentative Groups
2017	1,400	2,015	2	2,370	3,605	3
2016	700	950	2	4,180	4,295	4
2015	10,300	3,001	4	6,210	6,217	10
2014	6,730	5,891	11	16,720	9,332	14
2013	71,677	20,744	40	14,468	7,115	29
2012	112,466	28,325	82			
2011	61,042	19,368	65			
2010	44,493	9,080	43			
2009	47,619	15,586	48			
2008	23,240	9,087	55			
2007	19,748	5,272	38			

CONVENTION SERVICES

	Nov 2012	Nov 2011	%Ch	2013 YTD	2012 YTD	YTD % Ch
Meetings Serviced Bureau Booked = 5 Non-bureau Booked = 1	6	5	20%	15	12	25%



PUBLIC RELATIONS PRODUCTION

	Nov 2012	Nov 2011	%Ch	FY 13 YTD	FY 12 YTD	YTD % Ch
Media Outreach (Releases and Pitches)	15	20	-25%	27	52	-48%
Press Trips/Media Hosted	0	0	#DIV/0!	0	0	#DIV/0!
Dollar value of media (source: TxPress Clippings)	$90,010	$48,573	85%	$120,914	$106,447	14%

MEDIA PLACEMENTS

Print Magazines
Convention South
Frisco Style
Home & Away Oklahoma
Slice / Central Oklahoma
Association News
Youth Sports Today

Online/Internet Outlets
Statesman.com
DallasNews.com/Frisco Blog
BizJournals.com
ConventionSouth.com
NBCDFW.com
NeighborsGo.com
CollinCountyBizPress.com
Frisco-Online.com

Newspapers
Neighbors Go/Allen/Frisco/McKinney
Dallas Morning News
Flower Mound Leader
Little Elm Journal
Frisco Enterprise
Celina Record
Plano Star Courier
Allen American Southlake Times
Southlake Times
McKinney Courier Gazette

Broadcast
KTVT/CBS 11
KXAS/NBC 5

AGENDA ITEM #12.

Library Report on Programming and Usage Activities - Narrative
October 2012

1) Analysis of Statistical Report

This October 2012 report, in addition to being the first report of the 2013 fiscal year, is also the first report reflecting the major membership changes approved by the Council. These changes instituted annual membership fees for non-residents except those living in the reciprocal agreement cities of Plano, Allen, McKinney, and The Colony.

The immediate effect of these membership changes was to remove about 20% of cardholders from the membership rolls. Because of the dramatic change to our cardholders, we do not feel year-over-year comparisons are now meaningful. For this month's statistical report, and until enough time has passed under the new membership rules, we are reporting only current monthly and year-to-date figures.

The membership change has had an immediate positive result. As expected, the decreased number of members vying for the library's collection has allowed Frisco residents to satisfy their materials needs. This is evident from the fact that although cardholders were reduced by 20%, our circulation only dropped about 10%. Clearly, Frisco residents are now able to check out more of the items they desire when they visit the library.

Although only one month into the new membership environment, we did see other statistical changes:

- A significant drop in the number of new cardholders;
- Large drops in the number of eBook downloads as these are now restricted to Frisco residents due to contractual issues with vendors;
- Steady levels of patron visits, program attendance, and on-site computer usage. More research is required to determine whether these numbers remained high because non-members can still access some services or whether this also reflects higher usage levels by Frisco residents.

2) Upcoming Events

- The library's annual Flash Fiction Writing Contest kicks off on January 2nd. The contest is for adult writers 17 and up. It's a great way for aspiring writers to exhibit and match their talents against other writers. For rules and submissions your visit us online at **www.friscolibrary.com/flashfiction**. Entry deadline is April 21, 2013.

October 2012 - Library Report on Usage and Programming Activities

Benchmarked Statistics	October 2012	Year - To - Date FY2013	[1]Benchmark Group
Total In-Library Transactions Per Capita	1.07	1.07	0.94
Total In-Library Transactions Per FTE	3,522	3,522	2,352
Collection Size Per Capita	1.43	1.43	1.86
Square Feet Per Capita	0.39	0.39	0.52
Patron Visits Per Capita	0.36	0.36	0.36
Patron Visits Per FTE	1,204	1,204	898

Operating Statistics	October 2012	Year - To - Date FY2013
Total In-Library Transactions	137,355	137,355
Total Circulation	98,453	98,453
In-House Use	15,570	15,570
New Cardholders	628	628
Reference Questions	9,711	9,711
Onsite Computer Users	5,182	5,182
Program Attendance	7,336	7,336
Interlibrary Loan	475	475
Total E-Branch Transactions	54,607	54,607
E-Branch Transactions Per Capita	0.42	0.42
E-Branch Transactions Per FTE	1,400	1,400
Database Searches	15,344	15,344
Library Website Sessions	33,880	33,880
Downloadables Circulation	5,325	5,325
Downloadables Circ. As % of Total Circ.	5.4%	5.4%
Online Homework Help	58	58
Total Cardholders	68,238	68,238
Patron Visits	46,965	46,965
Library Assets - Collection	184,551	184,551
Library Volunteer Hours	749	749

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

AGENDA ITEM #13.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **December 14, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

The Frisco Square Management District met on December 10th. The Legislative Committee's Draft Legislative Agenda was sent to Council for review on November 30. The Legislative Agenda appears for Council's consideration on this agenda.

AGENDA ITEM #14.

SPECIAL CALLED COUNCIL MEETING
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISO, TEXAS 75034

5:30 PM

MONDAY, NOVEMBER 19, 2012

MINUTES

Mayor	Maher Maso	Absent
Deputy Mayor Pro Tem	Scott Johnson	Present
Mayor Pro Team	Jeff Cheney	Present
Council Member	John Keating	Present
Council Member	Tim Nelson	Present
Council Member	Bob Allen	Present
Council Member	Will Sowell	Present

CALL TO ORDER

Mayor Pro-Tem Jeff Cheney called the meeting to order at 5:30 p.m. with a quorum present.

Mayor Maso was not present.

REGULAR AGENDA

1. Consider and act upon canvassing the results of the 2012 Special Local Option Election.

   (Considerar y actuar sobre la solicitación de votos de los resultados del 2012 Elección Local Opción Especial.)

   Will Sowell made a motion to approve the results of the 2012 Special Local

Option Election. Scott Johnson seconded the motion.

Passed 5-0

ADJOURN

Scott Johnson made a motion to adjourn. John Keating seconded the motion.

Passed 5-0

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

_____
Maher Maso, Mayor

ATTEST:

_____
Wendy Withers, Assistant City Secretary

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

5:00 PM

MONDAY, NOVEMBER 26, 2012

MINUTES

For complete details on each item, please view a video of the meeting on the City of Frisco web site.

Mayor	Maher Maso	Present
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present (arrived 6:46 p.m.)
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Mayor Pro Team	Jeff Cheney	Present
Council Member	Will Sowell	Present

CALL TO ORDER

Mayor Maso called the meeting to order at 5:02 p.m. with a quorum present. Councilmember John Keating will arrive later in the meeting and Tim Nelson was absent.

1. ROLL CALL

Representing Staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Secretary, Jenny Page; City Attorney, Richard Abernathy; Assistants to the City Manager, John Eaglen, Ben Brezina, and Kathleen

Stewart; Assistant Fire Chief, Paul Seibert; Deputy Police Chief, Greg Ward; Development Services Director, John Lettelleir; Engineering Director, Paul Knippel; FEDC President, Jim Gandy; Administrative Services Director, Tom Johnston; Finance Director, Anita Cothran; Assistant Finance Director, Jenny Hundt; Assistant Transportation Director, Brian Moen; CVB Executive Director, Marla Roe; Public Works Director, Gary Hartwell; Housing/Grants Coordinator, Stacy Brown; Communication Director, Dana Baird; and Planning Manager, John Webb.

CLOSED SESSION

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

Bob Allen moved to enter recess at 5:02 p.m. Jeff Cheney seconded the motion. Passed

Vote: 4 - 0
For: Scott Johnson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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

i. Receive legal advice regarding Frisco Square, Frisco Square Municipal Management District, and the Behringer Harvard bankruptcy and its effect on Frisco Square.
ii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
iii. Receive legal advice concerning signing a certificate regarding the sale of beer and wine at a convenience store located near an elementary school.
iv. Receive legal advice regarding additional agreement with Exide concerning J Parcel and Facility demolition.

B. Section 551.072. To deliberate the purchase, exchange, lease or value of real property located:

i. Bordered by Eldorado Parkway on the north, FM 423 on the west, Preston Road on the east and SH121 on the south.

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

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

John Keating joined the meeting at the return from Closed Session and moved to reconvene into Regular Session at 6:46 p.m. Jeff Cheney seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Mayor Maso announced there was no action to take as a result of Closed Session and introduced the new electronic voting system to the audience that would allow them to follow along with the agenda on the over head screens and see how each Councilmember had voted.

INVOCATION

Deputy Mayor Pro Tem Scott Johnson delivered the invocation.

PLEDGE OF ALLEGIANCE

Daisy Troops 4677 and 4672 from Spears Elementary delivered the pledge of allegiance to the United States and the Texas Flags.

PROCLAMATIONS

REPORTS

4. Financial Services Monthly Budget Status Report for September and October 2012.

Finance Director Anita Cothran presented the Monthly budget Status report for September.

5. Presentation of the Government Finance Officers Association Distinguished Budget Award for the Fiscal Year Beginning October 1, 2011.

Ms. Cothran and Assistant Finance Director Jenny Hundt presented the Council with the GFOA award for 2011.

6. FEDC Q4 FY11/12 Economic Development Accomplishments, New Jobs, Square Footage and Potential Capital Investment.

FEDC President Jim Gandy presented the 4th Quarter report for FY2011-12.

7. Public Works Report on Water Usage and Other Monthly Activities.

   Public Works Director Gary Hartwell presented the monthly report on water usage and other activities.

8. Development Services Activities Monthly Update October 2012.

   Development Services Director John Lettelleir presented a report on monthly activities for October 2012.

9. Frisco CVB October report on sales, services and public relations.

   CVB Executive Director Marla Roe presented a reported on sales services, and public relations.

10. Police Department's crime statistics and response times for the month of October 2012.

    Deputy Police Chief Greg Ward presented a report on crime statistics and response time for October 2012.

11. Fire Department Monthly Report on Incident Response and Educational Activities, October 2012.

    Assistant Fire Chief Paul Seibert reported on incident responses and Education activities for October 2012.

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

    Legislative Committee - Scott Johnson reported that the committee met today and expects that Council will receive the Legislative Agenda for review and approval on December 18th.

    Governance Committee - No meeting

    Budget and Audit Committee - No meeting.

    Frisco Square Management District - No meeting.

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

No one wished to speak.

CONSENT AGENDA

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

Jeff Cheney moved to pull Item 33 from the Consent Agenda. Will Sowell seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Scott Johnson moved to pull Item 32 from the Consent Agenda. John Keating seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Jeff Cheney moved to approve the remainder of the Consent Agenda. Will Sowell seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Jeff Cheney moved to Table Item 33 at staff recommendation. Scott Johnson seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Mayor Maso stated that he pulled Item 32 to give it the recognition it deserved. The Forest City Project is a major project and a great asset for Frisco. City Manager George Purefoy thanked FEDC President Jim Gandy for his efforts in bringing the project to Frisco and Mr. Ernest Mahard, Jr., the owner of the property.

Jeff Cheney moved to approve Item 32. Scott Johnson seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

13. Consider and act upon approval of the November 7, 2012 Regular City Council meeting minutes and the November 12, 2012 Joint City Council and Grand Park Subcommittee meeting minutes. (CSO/JP)

14. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco, Texas and Collin County, Texas for animal shelter services. (Development Services/GC) **RESOLUTION 12-11-195R**

15. Consider and act upon approval of a Resolution authorizing the City Manager to execute a Reimbursement Agreement with AT&T Corp. for relocation AT&T facilities along Coit Road. (Engineering\JB) **RESOLUTION 12-11-196R**

16. Consider and act upon authorization for the City Manager to execute Change Order Number 1 to the Standard Construction Contract by and between the City of Frisco and Durable Specialties, Inc., to construct the Preston Road ADA Improvements (Bid #1212-032) (Engineering/SL).

17. Consider and act upon a Resolution authorizing the City Manager to execute an amendment to an agreement with GCBF dba Earth Tech Inc. and the City of Frisco for the Community Park Water Well Project. (Parks/DR) **RESOLUTION 12-11-197R** r

18. Consider and act upon a Resolution authorizing the City Manager to execute an agreement by and between Freese and Nichols, Inc for landscape architecture and engineering design services for the Cottonwood Creek Trail. (Parks/ DR) **RESOLUTION 12-11-198R**

19. Consider and act upon a Resolution authorizing the City Manager to execute an agreement by and between Freese and Nichols, Inc for landscape architecture and engineering design services for the Master Plan and Construction Documents for the Newman Village Neighborhood Park. (Parks/DR) **RESOLUTION 12-11-199R** r

20. Consider and act upon accepting a bid and approve a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Cooper General Contractors, Inc. for construction improvements of the existing spray park at Bicentennial Park. (Parks/JED) **RESOLUTION 12-11-200R** r

21. Consider and act upon an amendment to the Lease agreement with Musicmaker Enterprises LP and authorize the City Manager to execute the amendment. (CMO/KS)

22. Consider and act upon a Resolution approving the Program Year 2011 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the City Manager to forward to the U.S. Department of Housing and Urban Development for approval.(FIN/SB) **RESOLUTION 12-11-201R**

23. Consider and act upon approval of a purchase order to Structural Steel for the purchase of twenty-four (24) traffic signal poles. (Engineering/TJ)

24. Consider and act upon approval authorizing the City Manager or his designee to execute an agreement with CORE Construction Services of Texas, Inc. for sidewalk maintenance & repair in various locations during the fiscal year 2013. (PW/TJ)

25. Consider and act upon award of RFP #1208-070, generator upgrade at Frisco Central Fire Station, and approval authorizing the City Manager or his designee to execute an agreement with CORE Construction Services of Texas, Inc. for this project. (FIRE/TJ)

26. Consider and act upon approval of purchase order to Sigma Solutions, Inc., for the upgrading of the City's core network routers and switches, through the State of Texas Department of Information Resources (DIR) contract. (IT/TJ)

27. Consider and act upon approval of a purchase order to Earth Networks for the purchase of eleven (11) Weatherbug weather stations and accessories. (FIRE/TJ)

28. Consider and act upon approval of purchase orders to Six & Mango Equipment, LLP for the purchase of five (5) Kubota diesel z-turn mowers and three (3) Kubota wide area mowers. (Parks/TJ)

29. Consider and act upon approval of purchase orders to Metro Fleet Collision Repair for automotive paint and body repair services. (Fleet Services/TJ)

30. Consider and act upon approval authorizing the City Manager or his designee to execute an agreement with CORE Construction Services of Texas, Inc. for carport canopy removal and replacement at 8000 North Dallas Parkway (GEA and Frisco Discovery Center). (Facilities/TJ)

31. Consider and act upon adoption of a Resolution authorizing the City Manager to submit an application and pledge for funding for the Texas Department of Transportation (TxDOT) Transportation Enhancement Program 2012 Call for

Projects (CMO) **RESOLUTION 12-11-202R**

32. Consider and act upon a Performance Agreement with Forest City Texas, Inc. and authorize the City Manager to execute the agreement. (CMO)

33. Consider and act upon a Chapter 380 agreement with the Hall Financial Group LTD to provide incentives for construction of an office building. (CMO)

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

REGULAR AGENDA

35. Public Hearing: Comprehensive Plan Amendment Case CA12-0001. A request to amend the Future Land Use Plan (FLUP) designation from Residential to Office on tracts of land consisting of 33.8± acres on the west side of Coit Road, between Jereme Trail and Lebanon Road and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #25. (Development Services/MW)

Development Services Director John Lettelleir stated that this is a request to amend the Future Land Use Plan by changing the land use designation for 33.8+ acres on the west side of Coit Road between Jereme Trail on the north and Lebanon Road on the south. This request is in conjunction with another request, item Z12-0014, to rezone a 3.4± acre tract of land from Planned Development-19-Single Family-7 to Office-1 for the development of an office building. The Planning & Zoning Commission held a public hearing on the request at their October 23, 2012 meeting and recommended approval of the request by a vote of 6-0.

Jeff Cheney moved to open the public hearing. Will Sowell seconded the motion.

Passed

Vote: 6 - 0

For: Maher Maso, Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Dallas Cothrum with Masterplan Consultants, 900 Jackson Street, Suite 640, Dallas, Texas, representing the applicant, spoke in favor of the project.

Jeff Cheney moved to close the public hearing. Scott Johnson seconded the

motion.

Passed

Vote: 6 - 0

For: Maher Maso, Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Scott Johnson moved to approve Public Hearing: Comprehensive Plan Amendment Case CA12-0001. A request to amend the Future Land Use Plan (FLUP) designation from Residential to Office on tracts of land consisting of 33.8± acres on the west side of Coit Road, between Jereme Trail and Lebanon Road and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #25. Jeff Cheney seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

36. Public Hearing: Zoning Case Z12-0014. A request to amend Planned Development-19, rezoning a 3.4± acre tract of land on the west side of Coit Road, 500± feet south of Jereme Trail from Planned Development-19-Single Family-7 to Office-1 and reclassify zoning designations and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #25. (Development Services/MW)

Mr. Lettelleir stated the applicant is requesting to rezone a 3.4± acre tract from Planned Development-19-Single Family-7 to Planned Development-Office-1 to allow for an office development. In addition to the requested amendment to the Planned Development, staff is recommending reclassifying the zoning designations within the Planned Development. The Planning & Zoning Commission held a public hearing on the request at their October 23, 2012 meeting and recommended approval of the request by a vote of 6-0.

Bob Allen moved to open the public hearing. John Keating seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Bob Allen moved to close the public hearing. Will Sowell seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will

Sowell;
Against: (None)

Bob Allen moved to approve Public Hearing: Comprehensive Plan Amendment Case CA12-0001. A request to amend the Future Land Use Plan (FLUP) designation from Residential to Office on tracts of land consisting of 33.8± acres on the west side of Coit Road, between Jereme Trail and Lebanon Road and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #25. Jeff Cheney seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

37. Public Hearing: Zoning Case Z12-0020. A request to amend Planned Development-135, regarding driveway restrictions and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 12.3± acres located on the north side of Main Street, 150± feet east of Commonwealth Drive. Zoned Planned Development-135-Office-1. Neighborhood #44. (Development Services/MW)

Mr. Lettelleir stated the applicant has requested to amend the Planned Development Standards regarding driveway restrictions in order to accommodate the development of an Assisted Living Center. The Planning & Zoning Commission held a public hearing on the request at their October 23, 2012 meeting and recommended approval of the request by a vote of 6-0.

Bob Allen moved to open the public hearing. Scott Johnson seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

Scott Roberts, 1026 Creekwood, Garland, Texas, representing the developer, spoke in favor of the project.

Scott Johnson moved to close the public hearing. Will Sowell seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

Scott Johnson moved to approve Public Hearing: Zoning Case Z12-0020. A request to amend Planned Development-135, regarding driveway restrictions and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 12.3± acres located on the north side of Main Street, 150± feet east of Commonwealth Drive. Zoned Planned Development-135-Office-1. Neighborhood #44. John Keating seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

38. Public Hearing: Zoning Case Z12-0021. A request to rezone 4.2± acres on the west side of Legacy Drive, 1,200± south of Main Street from Industrial to Office-1 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhoods #41. (Development Services/JE)

Mr. Lettelleir stated the applicant is requesting to rezone 4.2± acres from Industrial to Office-1. The applicant intends to develop a child day care facility on the property and there is a companion item SUP12-0019. The child day care facility is not permitted in an Industrial District; therefore the base zoning must be changed. The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request by a vote of 5-0.

Bob Allen moved to open the public hearing. Jeff Cheney seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Bob Allen moved to close the public hearing. Jeff Cheney seconded the motion.

Passed

Vote: 5 - 0

For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;

Against: (None)

Bob Allen moved to approve Public Hearing: Zoning Case Z12-0021. A request to rezone 4.2± acres on the west side of Legacy Drive, 1,200± south of Main Street from Industrial to Office-1 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhoods #41. Will Sowell seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

39. Public Hearing: SUP12-0019. A request for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.3± acres on the west side of Legacy Drive, 1,200± feet south of Main Street and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial (Companion Agenda Item Z12-0021). Neighborhood #41. (Development Services/JE)

Mr. Lettelleir stated the applicant requests a Specific Use Permit (SUP) for a Licensed Child Care Center on the property. The facility will be licensed by the State for a maximum of 280 children and will provide 23,946 square feet of open play area, exceeding the minimum, required amount of 18,200 square feet. The Planning & Zoning Commission held a public hearing on the request at its November 13, 2012 meeting and voted 5-0 to recommend approval. Mr. Lettelleir asked that the motion specified adherence to a maximum of 280 children and traffic flow requirements.

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

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

Bob Allen moved to approve Public Hearing: SUP12-0019. A request for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.3± acres on the west side of Legacy Drive, 1,200± feet south of Main Street and consider and act to direct staff to prepare an Ordinance of the same subject to adherence to a maximum of 280 students and the traffic flow requirements. Zoned Industrial (Companion Agenda Item Z12-0021). Neighborhood #41. Will Sowell seconded the motion.
Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will

Sowell;
Against: (None)

40. Consider and act upon approval of an impact fee and development agreement by and between the Rudman Partnership, Ltd. and the City of Frisco, and authorize the City Manager to execute the agreement. (CMO\RP)

Assistant City Manager Ron Patterson presented information on impact fee and development agreements for three parcels of property located on the corners of DNT and Lebanon Rd. and Lebanon Rd. and Parkwood Blvd.

Bob Allen moved to approve an impact fee and development agreement by and between the Rudman Partnership, Ltd. and the City of Frisco, and authorize the City Manager to execute the agreement. Scott Johnson seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

41. Discussion of Ohio Drive Roundabouts (Engineering/BM)

Assistant Transportation Director Brian Moen introduced Frederico Mendoza with Brown and Gay Engineering who presented an overview of the proposed roundabouts. Mr. Moen handed out information regarding Three Year Crash Statistics attached as Exhibit A.

42. Discussion concerning possibility of changing the work session date. (MM)

Mayor Maso stated that Tim Nelson will not be available for the original dates of January 24th - 26th. Bob Allen suggested that the work session be moved to the following week, January 31st, February 1st and 2nd, and keep the work session in Frisco. With a majority in agreement, staff was directed to move the dates as mentioned, and find a local location.

With unfinished business, Bob Allen moved to enter Closed Session at 8:45 p.m. in accordance with the Texas Government Code sections mentioned previously. Jeff Cheney seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

John Keating moved to reconvene into Regular Session at 9:22 p.m. Scott Johnson seconded the motion.

Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)
Mayor Maso announced that there was no action to take as a result of closed session.

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

- Development Services will review Heat Map for permitting
- Further review of roundabouts
- Animal Control will continue to monitor coyote problem

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

Council Member John Keating gave the council a grade of an A.

ADJOURN

John Keating moved to adjourn at 9:24 p.m. Will Sowell seconded the motion.
Passed
Vote: 5 - 0
For: Scott Johnson, John Keating, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

EXHIBIT A

Three Year Crash Statistics (Jan. 2009 to Dec. 2011)

Intersection	Crash type		Total
	Injury	PDO*	
Proposed Roundabout Locations - Existing 4-way Stop			
Gaylord at Ohio	3	8	11
Warren at Ohio	6	7	13
Prestmont at Ohio	1	3	4
Existing Signalized Intersections with Similar Traffic Volumes			
Mall Road F at Gaylord	8	17	25
Hillcrest at Rolater	4	17	21[1]
Ohio at Lebanon	5	14	19
FM 423 at Panther Creek	3	11	14
Independence at Eldorado	6	8	15
Parkwood at Stonebrook	3	9	12

* - Property Damage Only

SPECIAL CALLED MEETING OF THE CITY COUNCIL
FRISCO CITY HALL
GEORGE A. PUREFOY MUNICIPAL CENTER
COUNCIL CHAMBERS
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034

4:30 PM

MONDAY, DECEMBER 10, 2012

MINUTES

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 4:33 p.m. with a quorum present. John Keating was absent for the roll call but arrived at 4:35 p.m.

Representing Staff: City Manager George Purefoy; Assistant City Manager Nell Lange; City Secretary Jenny Page; and City Attorney Richard Abernathy.

CLOSED SESSION

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

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

      i. Receive legal advice regarding a potential settlement with Behringer Harvard concerning its proposed plan of reorganization in Bankruptcy Court.

Bob Allen moved to recess into Closed Session at 4:34 p.m. Will Sowell seconded the motion. All were in favor and the motion carried 5 – 0.

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

   Jeff Cheney moved to reconvene into Regular Session at 5:25 p.m. Will Sowell seconded the motion. All were in favor and the motion carried 6 – 0.

   Mayor Maso announced that there was no action to take as a result of Closed Session and asked for a motion to adjourn.

REGULAR AGENDA

4. Consider and act upon approving the plan of reorganization of Behringer Harvard in Bankruptcy Court and authorizing the City Manager to vote for the plan of reorganization and execute all documents necessary to effectuate the same.

   No action was taken.

ADJOURN

With no further business to discuss, Will Sowell moved to adjourn at 5:26 p.m. Tim Nelson seconded them motion. All were in favor and the motion carried 6 – 0.

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #15.

FRISCO
PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

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

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

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

Date: **December 10, 2012**

Subject: **Consider and act upon approving a resolution authorizing the City Manager to enter into an Interlocal Agreement with Collin County Parks and Open Space Funding Assistance Program for Taychas Trail, Phase 2.**

Action Requested: Staff requests that Council consider and act upon approving a resolution authorizing the City Manager to enter into an Interlocal Agreement with Collin County Parks and Open Space Funding Assistance Program for Taychas Trail, Phase 2, in the amount of $242,400.

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

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

In July of 2012, a grant request was submitted which resulted in funds being awarded October, 2012 in the amount of $242,400 to be applied to the construction of the trail.

Phase 2 has been designed and upon execution of the Interlocal Agreement, the project can be put out to bid and a construction contract will be brought to City Council

for action. The total proposed budget for this project which includes design cost is estimated at $750,000.

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

Alternatives:

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

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

Legal Review: The attorneys have reviewed this agreement.

Supporting Documents:

- Agreement
- Resolution
- Site Map

Staff Recommendation: Staff requests that Council approve a resolution authorizing the City Manager to enter into an Interlocal Agreement with Collin County for funding from the Collin County Parks and Open Space Funding Assistance Program for Taychas Trail, Phase 2,

INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF FRISCO

WHEREAS, the County of Collin, Texas ("County") and the City of Frisco ("City") desire to enter into an Agreement concerning the construction of Taychas Trail, Phase 2 Hike and Bike Trail in the City of Frisco, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the trail construction may be accomplished most economically by implementing this Agreement; and

WHEREAS, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

WHEREAS, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan and the Collin County Regional Trails Master Plan;

NOW, THEREFORE, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange for construction of Taychas Trail Phase 2, Hike and Bike Trail hereinafter called the "Project". The Project shall consist of the items described in Exhibit "A".

ARTICLE II.

The City shall develop plans in accordance with all state statutory requirements. The City shall provide the County with a copy of executed contract(s) for the Project. Changes to the project which alter the initial funding request referenced in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be $484,800.00. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed **$242,400.00**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

ARTICLE V.

Collin County's participation in this project shall not exceed $242,400.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By:_____
Name: Keith Self
Title: County Judge
Date:_____
Executed on this ____ day of_____, 20 __, by the County of Collin, pursuant to Commissioners' Court Order No._____.

ATTEST:

By:_____
Name:
Title:
Date:_____

CITY OF FRISCO

By:_____
Name:
Title:
Date:_____
Executed on behalf of the City of Frisco pursuant to City Council Resolution No._____

APPROVED AS TO FORM:

By: _____
Name: Rebecca Brewer
Title: City Attorney
Date: 11.20.12

EXHIBIT "A"

The County will provide funding assistance for the following:

- Concrete trail construction (12' width)

Total funding **$242,400.00**

Contact Information

Request for reimbursement submitted to:

Collin County
Special Projects
Teresa Nelson
825 N. McDonald Street, Suite 145
McKinney, Texas 75069
972-548-3744

Submission of quarterly reports:

Teresa Nelson
tnelson@collincountytexas.gov

Project Manager Contact: (must be able to answer specific questions regarding project)

Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____


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


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

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO ENTER INTO AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND COLLIN COUNTY PARKS AND OPEN SPACE FUNDING ASSISTANCE PROGRAM FOR TAYCHAS TRAIL, PHASE 2.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute and enter into an Interlocal Agreement, on behalf of the City Council of the City of Frisco, Texas, by and between the City of Frisco and Collin County Parks and Open Space Funding Assistance Program for Taychas Trail, Phase 2, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #16.

FRISCO
PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

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

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

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

Date: **December 11, 2012**

Subject: **Consider and act upon approving a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Studio 13 Design Group, PLLC. for professional design services for (4) four independent railroad/trail interfaces.**

Action Requested: Staff requests that Council consider and act upon approving a resolution authorizing the City Manager to execute an agreement for professional design services for four independent railroad/trail interfaces in the amount of $20,635, lump sum fee.

Background Information: The four railroad/trail interfaces are located at Dallas North Tollway, All Stars Avenue, Main Street and Frisco Square Blvd. BNSF Railroad is working with the City to ensure that trails crossing over railroad tracks are safe for pedestrians and bicyclists. Staff is asking that all the areas are designed in unison although they may not all be constructed simultaneously. This will allow us to negotiate with BNSF once and fully understand the cost and design requirements for these locations.

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

Alternatives:

- Approve

- Table
- Not Approve
- Direct staff to make changes

Financial Considerations: Funding for the design will be from the Capital Projects Fund for sidewalk repairs and Park Dedication funds.

Legal Review: The attorneys have reviewed and approved the agreement as to form.

Supporting Documents:

- Agreement
- Insurance
- Resolution

Staff Recommendation: Approve Agreement for professional design services to include final construction layout and grading plans in the amount of $20,635.

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

STUDIO 13 DESIGN GROUP, PLLC. (CONSULTANT)

FOR

PROFESSIONAL DESIGN SERVICES

Made as of the 26TH day of NOVEMBER in the year Two Thousand Twelve:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

and the Consultant: **Leonard W. Reeves, ASLA, RLA, LI**
Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
Telephone: (972) 422-0077
Facsimile: (972) 422-0075

for the following Project: **Preparation of plans for the proposed site improvements and construction documents for four independent railroad/trail interfaces.**

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Studio 13 Design Group, PLLC. (Leonard Reeves, ASLA, RLA, LI)**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design and/or perform professional preparation of plans for the proposed site improvements and construction documents for four independent railroad/trail interfaces, located at

Dallas North Tollway, All Stars Avenue, Main Street and Frisco Square Blvd. to include final layout and grading plans, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such professional services for the City upon the terms and conditions provided herein;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional design services and feasibility study in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of the Consultant, who is performing the day-to-day services under this Agreement for the Project, is separated, for any reason, from employment with the Consultant, the Consultant shall notify, in writing, a minimum of five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.

1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Frisco City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said change order.

1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE FRISCO CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than 180 days from 'Notice To Proceed' date.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

2.1 **Project Data** – The City shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum Basis, for an amount not to exceed Twenty Thousand Six Hundred Thirty Five Dollars and no/100 ($ 20,635.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or One Thousand Thirty One Dollars and 75/100 ($ 1,031.75). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall

be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code , as it exists or may be amended (the "Barriers Act"), as solely determined by the City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of the Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall participate in consultations with said authorities in order to obtain approval for the Project. As part of the services provided under the Consultant's Fee, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (the "TDLR"). The Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a

Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the construction documents, or inspection of the Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – The Consultant shall mail, ship, or hand-deliver the construction documents to TDLR not later than five (5) calendar days after the Consultant issues the construction documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (The "Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Consultant completes the submittal of the construction documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Consultant shall be notified in writing of the results; however, it is the Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the Project. Consultant shall resubmit construction documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise the City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** - When corrective modifications to achieve substantial compliance are required, the TDLR Inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice

of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the Inspection) and the City with written verification of the corrective measures completed.

3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final five percent (5%) of Consultant's Fee allocated for the design of the Project, 00/100 Dollars ($ 0), shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
--	Principal	$ 145.00 / HR
--	Project Manager	$ 120.00 / HR
--	Project Engineer	$ 100.00 / HR
--	Design Engineer	$ 90.00 / HR
--	Planner	$ 90.00 / HR
--	Senior Technician	$ 110.00 / HR
--	Technician	$ 90.00 / HR
--	Survey Manager (R.P.L.S.)	$ 120.00 / HR
--	Senior Survey Technician	$ 100.00 / HR
--	Survey Technician	$ 80.00 / HR
--	Field Crew (GPS)	$ 195.00 / HR
--	Field Crew (Robotic)	$ 145.00 / HR
--	1 Man Robotic	$ 100.00 / HR
--	1 Man VRS	$ 100.00 / HR
--	Abstracting / Deed Research	$ 50.00 / HR
--	Administrative Assistant	$ 75.00 / HR

3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties

agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports,

photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Documents Property of the City – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.

4.2 Documents Subject to Laws Regarding Public Disclosure – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.4 Circumstances Requiring Umbrella Coverage or Excess Liability Coverage – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of

Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND

EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF

TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

John E. Doshier, Parks Project Manager
City of Frisco
6726 Walnut Street (Physical Address)
6101 Frisco Square Boulevard (Mailing Address)

Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Leonard W. Reeves, ASLA, RLA, LI
Studio 13 Design Group,
519 Bennett Lane, Suite 203
Lewisville, Texas 75057

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 Exhibit "E," City of Frisco Contractor Insurance Guidelines.

12.1.7 Exhibit "F," Affidavit.

12.1.8 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

12.5 **Venue** – This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall

not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.9 Headings – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.10 Multiple Counterparts – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.11 Sovereign Immunity – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

12.12 Additional Representations – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 Miscellaneous Drafting Provisions – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.14 No Third Party Beneficiaries - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 Indemnity – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.

12.16 Appropriation of Funds – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2012-2013 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2012-2013 fiscal year unless and until such funds are budgeted.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY	**CONSULTANT**
City of Frisco, Texas	Studio 13 Design Group, PLLC.
By: _____	By: _____
Name: George Purefoy	Name: Leonard W. Reeves
Title: City Manager	Title: Principal/Owner

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd, & Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Studio 13 Design Group, PLLC. (Consultant) to perform professional preparation of plans for the proposed site improvements and construction documents for four independent railroad/trail interfaces, hereinafter referred to as the ("Project").

I. PROJECT DESCRIPTION.

Consultant shall perform professional preparation of plans for the proposed site improvements and construction documents for four independent railroad/trail interfaces, located at Dallas North Tollway, All Stars Avenue, Main Street and Frisco Square Blvd to include final layout plans and grading plans.

II. TASK SUMMARY, BASIC SERVICES.

A. Basic Services

Task One, Site Maps - Consultant will prepare a site map for each project area utilizing as built AutoCAD files from the City documents and from on the ground survey data. The site maps will be based on the City of Frisco NAD 83 survey monuments.

Task Two, Construction Documents – Based on the approved preliminary site maps and the survey data, we will prepare full construction documents for four independent railroad/trail interfaces including final layout plans and grading plans.

Task Three, Project Administration – We will prepare a bid sheet identifying the material quantities of the proposed improvements for the purposes of competitive bidding. These quantities will be placed in a bid form for the City of Frisco Parks and Recreation Department use.

Task Four, Pre-Bid Meeting – We will be available to meet with potential bidders and City staff to review the project and the expectations of construction quality, construction sequence, and construction timing. We will review with the potential bidders the areas for trail connections and trail infill as designated by the City and documented in the plan sets.

Task Five, BNSF Railroad Submittal- We will submit all construction plans and required 11x17 crossing exhibits to the BNSF Railroad for approval and authorization prior to construction.

EXHIBIT "A"
SCOPE OF SERVICES

III. TASK SUMMARY, SPECIAL SERVICES.

Task One, Construction Administration- We will, at intervals designated by the City, visit the site to review the progress and the craftsmanship of the project. We will be available to answer questions and review submittals as determined by the City.

Task Two, Site Surveying – We will perform on the ground surveying for the proposed work areas including a topographic survey and verification of existing adjacent improvements that may affect our design.

Task Three, TDLR Review – We will submit the plans to a Registered Accessibility Specialist to inspect the plans and site for TAS & ADA Compliance.

Task Four, BNSF Railroad Fee – With the plan submittal we will include all applicable fees required for plan review by BNSF Railroad for approval prior to construction.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES.

A. Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

V. DELIVERABLES.

A. Required Deliverables – At the completion of Tasks 1 & 2 (with Deliverable 1) Task 2-3 (with Deliverable 2), Task 3-4 (with Deliverable 3),Consultant shall ensure the delivery of the following products to the City:

Deliverable #1 – We will deliver a set of preliminary plans that will show the areas designated for improvement. These documents will show horizontal alignment of the trail connections and trail infill.

Deliverable #2 – Construction Documents (50%) - We will submit a set of construction documents for the city's review at approximately 50% completion. We will address any comments from the City of Frisco as we move forward with the construction documents.

Deliverable #3 – Construction Documents (100%) - We will provide the City of Frisco Parks and Recreation Department with a set of plans that have been submitted to and approved by the City of Frisco Engineering Department to be issued for construction. We will work with the engineering department to obtain approval of the construction documents.

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT LABOR ALLOCATION

TASK 1	Site Maps	10 % 7 hrs
TASK 2	Construction Documents	49 % 34 hrs
TASK 3	Project Administration	17 % 12 hrs
TASK 4	Pre Bid Meeting	15 % 10 hrs
TASK 5	BNSF Railroad Submittal	9 % 6 hrs
GRAND TOTAL		100% 69 hrs

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Agreement by and between the City of Frisco, Texas (City) and Studio 13 Design Group, PLLC. (Consultant) to perform professional preparation of plans for the proposed site improvements and construction documents for four independent railroad/trail interfaces, hereinafter referred to as the ("Project").

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
1 month	$ 11,900.00	Preliminary Trail Layout an Overall Site Plan and Bid Documents. Deliverable 1 has been delivered.
2 month (50% set of construction documents, 100% set construction documents & deliverable 2)	$ 3,460.00	Project Administration and Pre-Bid Meeting. Deliverab 2 has been delivered.
3 month	$ 5,275.00	Construction Documents Finalized, TDLR and Reco Documents Complete, Proj Administration Complete, Pre- bid complete & Construction Administratio started. Deliverable 3 has been delivered.
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	**$ 20,635.00**	

II. PROJECT BUDGET SUMMARY.

A. **Basic Services**.

1. Description of Basic Services.

1. **Site Maps**	$ 700.00
2. **Construction Documents.**	$ 2,400.00
3. **Project Administration.**	$ 1,200.00
4. **Pre-Bid Meeting**	$ 1,000.00
5. **BNSF Railroad Submittal**	$ 600.00
Total Basic Services (Not-To-Exceed)	***$ 5,900.00***

B. **Special Services**.

1. Construction Administration.	$ 1,875.00
2. Site Surveying / Topographic Survey	$ 8,200.00
3. Barrier Free / TDLR review	$ 1,400.00
4. BNSF Permit & Review Fee	$ 2,000.00
Total Special Services (Not-To-Exceed)	**$ 13,475.00**

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

C. Direct Expenses

Description of Direct Expenses. (Add items applicable to this Contract).

a. Mileage Reimbursement.	$ 0,000.00
b. Commercial Reproduction.	$ 0,000.00
c. In-House Reproduction.	$ 685.00
d. Commercial Plotting.	$ 0,000.00
e. In-House Plotting.	$ 575.00
f. Communications.	$ 0,000.00
g. Postage, Mail, and Delivery Service.	$ 0,000.00
b. *Total Direct Expenses (Not-To-Exceed)*	***$ 1,260.00***

C. General and/or Administrative Markup. (If this Section is Applicable to Contract)

a. Description of Markup.	$ 0,000.00
b. *Total Approved Markup (Not-To-Exceed)*	*$ 0,000.00*

D. Travel and/or Subsistence Expenses. (If this Section is Applicable to Contract)

1. Description of Travel Expenses.	$ 00,000.00
2. Description of Subsistence Expenses.	$ 0,000.00
3. *Total Approved Travel and Subsistence Expenses (Not-To-Exceed)*	*$ 00,000.00*

E. *Project Budget, Grand Total (Not-To-Exceed)*	***$ 20,635.00***

EXHIBIT "C"
CITY OF FRISCO
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be geo-referenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. The Consultant shall be solely responsible for the auditing of all direct expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. Local Transportation – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. Supplies, Material, Equipment – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. Commercial Reproduction – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. In-House Reproduction - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions,

the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. Requirement of Prior Approval – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. Requirement of Prior Approval – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.

B. Adherence to Currently Adopted City Travel Policy – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.

A. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

B. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
X	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim; ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

X 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Denton §

I, LEONARD W. REEVES, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 29th day of November, 2012.

Signature of Official / Title — Principal / Owner

BEFORE ME, the undersigned authority, this day personally appeared Leonard W. Reeves and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 29th day of November, 2012.

ERIN L PESANTE
Notary Public, State of Texas
My Commission Expires
June 09, 2016

Notary Public in and for the State of Texas
My commission expires: June 9th, 2015

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/1/2008

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**
For vendor or other person doing business with local governmental entity — Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7 Signature of person doing business with the governmental entity — Date: 11/26/2012

Amended 01/13/2004

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND STUDIO 13 DESIGN GROUP, PLLC., TO PREPARE CONSTRUCTION DRAWINGS FOR FOUR INDEPENDENT RAILROAD/TRAIL INTERFACES LOCATED AT DALLAS NORTH TOLLWAY, ALL STARS AVENUE, MAIN STREET AND FRISCO SQUARE BLVD.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement by and between the City of Frisco and Studio 13 Design Group, PLLC., to prepare construction drawings for four independent railroad/trail interfaces located at Dallas North Tollway, All Stars Avenue, Main Street and Frisco Square Blvd., a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #17.

Engineering Services
City of Frisco, Texas

FRISCO
PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services

From: **David L. Chacon, P.E., Civil Engineer**

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and HNTB Corporation, for Construction Contract Administration Services related to Stonebrook Parkway Phase II (Fighting Eagles Lane to Longhorn Trail)**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and HNTB Corporation of Plano, Texas, in the amount of $729,688, for Construction Administration Services related to Stonebrook Parkway Phase II.

Background Information: Stonebrook Parkway Phase II (Fighting Eagles Lane to Longhorn Trail) was awarded by Council on October 2, 2012 to Massana Construction. The project includes paving, drainage, water, sewer, lighting, and landscaping. In addition, the project contains complex and interrelated construction and phasing components including the construction of a new bridge and shoofly (bypass) for the BNSF Railroad, retaining walls and underpass bridge, and large drainage structures under and adjacent to the railroad and roadway, and within a USACOE permit area.

The project elements within the BNSF right of way and the USACOE permit area require close monitoring and field presence during construction by individuals experienced with this type of work. HNTB will provide this expertise and supplement City engineering and inspection staff for the duration of the project. HNTB will provide daily on-site construction observation and coordination for the project including site grading, slope paving, shoofly (bypass), drilled shaft retaining walls, pedestrian railing and railroad fence, new railroad bridge and underpass, concrete box culverts and outfall, temporary shoring and removal of railroad bridge, and

vertical clearance structures. In addition, HNTB personnel will review material submittals and requests for information for major project elements. Approximately 4,600 hours have been allocated for construction observation, coordination and review. The project is anticipated to be complete in late 2014.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the contract;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The project will be funded by the State Highway 121 Subaccount under the terms of an agreement previously executed with TXDOT, as well as General Obligation bond funds and Certificate of Obligations.

Legal Review: The City Attorney's Office has reviewed and approved the Contract Agreement as to form and legality.

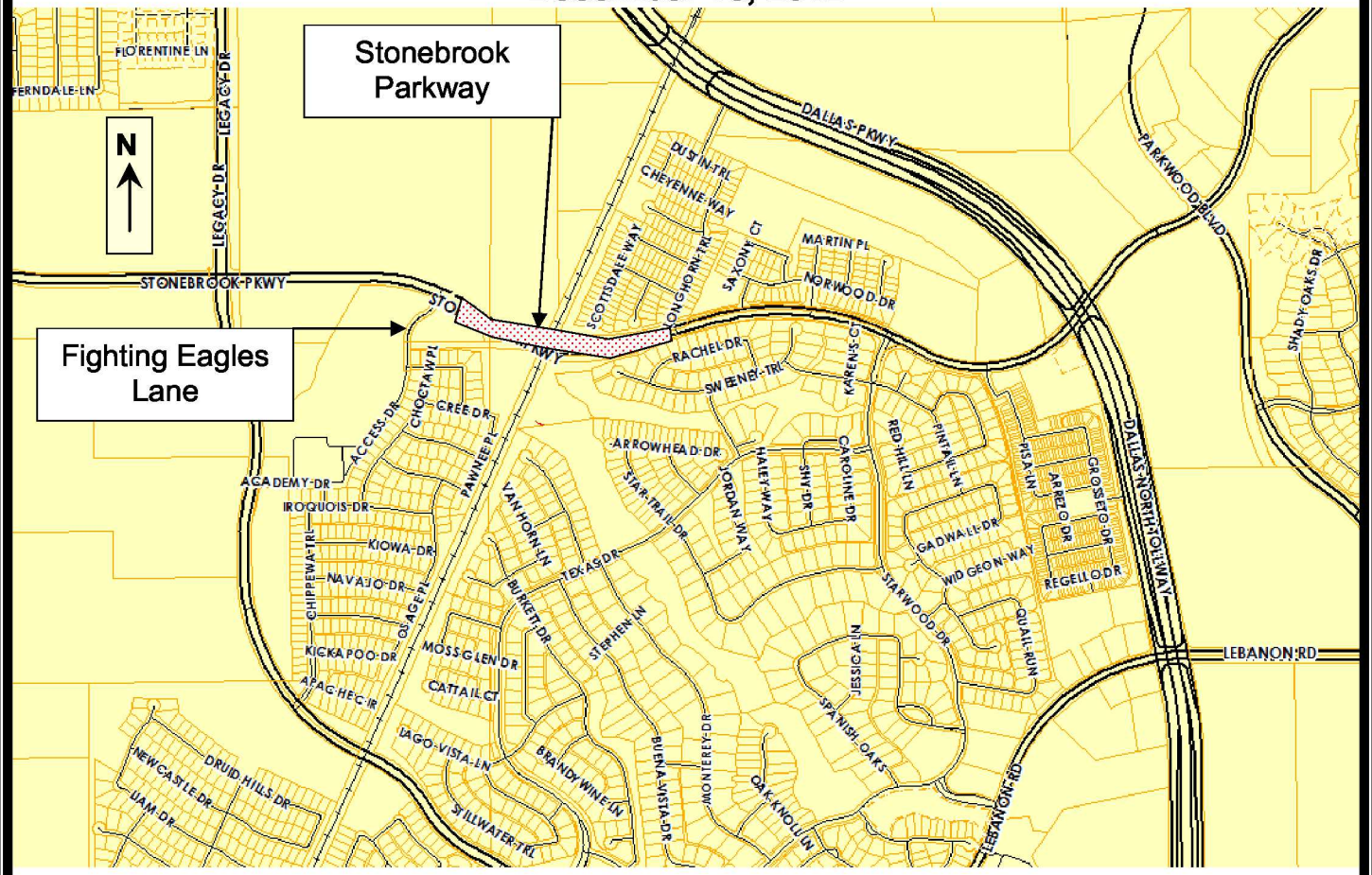
Supporting Documents: Supporting documents include the following items:

- Copy of Resolution
- Project Location Map
- Copy of the Professional Services Agreement

Staff Recommendation: Staff recommends approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and HNTB Corporation of Plano, Texas in the amount of $729,688, for Construction Contract Administration Services for Stonebrook Parkway Phase II. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

STONEBROOK PARKWAY PHASE II
Fighting Eagles Lane to Longhorn Trail
Construction Contract Administration Services with HNTB Corporation.
December 18, 2012



Project Location

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND HNTB CORPORATION FOR CONSTRUCTION CONTRACT ADMINISTRATION SERVICES RELATED TO STONEBROOK PARKWAY PHASE II (FIGHTING EAGLES TO LONGHORN TRAIL); PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement between The City of Frisco and HNTB Corporation for Construction Contract Administration Services related to Stonebrook Parkway Phase II (Fighting Eagles to Longhorn Trail), a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

HNTB Corporation (CONSULTANT)

FOR

PROFESSIONAL SERVICES

Made as of the _____ day of _____ in the year Two Thousand Twelve:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5412
Facsimile: (972) 292-5016

and the Consultant: **HNTB Corporation**
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093
Telephone: (972) 661-5626
Facsimile: (972 661-5614)

for the following Project: Stonebrook Parkway Phase II

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **HNTB Corporation**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to perform construction management services for Stonebrook Parkway Phase II (Fighting Eagles Lane to Longhorn Trail), hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such professional services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of the Consultant, who is performing the day-to-day services under this Agreement for the Project, is separated, for any reason, from employment with the Consultant, the Consultant shall notify, in writing, a minimum of five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.

1.2.1 **Requirement of Written Amendment** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written Amendment by the Frisco City Manager, will not be authorized for payment and/or shall not become part of this Agreement. A duly executed written Amendments shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said change order.

1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN AMENDMENT ISSUED BY THE FRISCO CITY MANAGER**. Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written Amendments.

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

2.1 **Project Data** – The City shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – The Scope of Services as described in "Article 1, Consultant's Services," shall be compensated on a **Cost Plus basis**, for an amount not to exceed **Seven Hundred Twenty-Nine Thousand Six Hundred Eighty-Eight dollars and zero cents ($729,688.00)**, ("Consultant's Fee") and shall be paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** –N/A

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for

reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
	Principal	$360.00
	Project Manager	$235.00
	Sr Bridge Engineer	$157.00
	Structural Engineer	$140.00
	Geotechnical Engineer	$169.00
	Sr. Construction Inspector	$150.00
	Engineer II	$100.00

3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where Consultant is deprived of the opportunity to complete Consultant's services.If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be upon payment therefore the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the specific purpose of the Project intended hereunder shall be at the City's own risk and without liability or legal exposure to Consultant.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a commercial general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name the City, its officers, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, or non-renewal. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, or non-renewal. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A"

by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, or non-renewal,. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00) per occurrence and aggregate. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, or non-renewal. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City upon advance written notice during normal business hours to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as Exhibit "F" and

incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee Consultant would have received under this Agreement, which the City is reasonably required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

Consultant may terminate this Agreement upon thirty (30) calendar days written notice in the event of substantial failure by the City to perform in accordance with the terms of this Agreement; provided, however, the City shall have thirty (30) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to Consultant.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX,

SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN

DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Paul Knippel, P.E.
Director of Engineering Services
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Stephen Knobbe, P.E.
Vice President
HNTB Corporation
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services

12.1.2 Exhibit "B," Compensation and Billing Summary

12.1.3 Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting (CADD)

12.1.4 Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses

12.1.5 Exhibit "E," City of Frisco Contractor Insurance Guidelines

12.1.7 Exhibit "F," Affidavit

12.1.8 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if

such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

12.5 **Venue** – This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY
City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
HNTB Corporation

By: _____
Stephen Knobbe, P.E.
Title: Vice President

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd, & Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF Collin:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Stephen Knobbe, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF October, 2012

Diane S. Long
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: November 5, 2013

DIANE S LONG
My Commission Expires
November 5, 2013

EXHIBIT "A"
SCOPE OF CONSTRUCTION SERVICES
STONEBROOK PARKWAY (FIGHTING EAGLES TO LONGHORN)

Agreement by and between the City of Frisco, Texas (City) and HNTB Corporation (Consultant) to perform Construction Observation and Engineering During Construction Services for Stonebrook Parkway Phase II CIP10-0024

I. PROJECT DESCRIPTION

HNTB shall perform construction observation and engineering during construction services for the Stonebrook Parkway Phase II CIP10-0024 construction contract. The subject project includes the extension of Stonebrook Parkway (Fighting Eagles Ln to Longhorn Tr) via an underpass crossing below a new at-grade BNSF Railroad Bridge DOT No. 675214G, as well as construction of this railroad bridge at RR Mile Point 681.10 and drilled shaft retaining walls. It also includes construction of a shoo-fly embankment, removal of an existing BNSF railroad bridge at RR Mile Point 687.4 and replacement with box culverts and an at-grade fill section. The following is a summary of tasks to assist the City in completion of construction observation and engineering during construction services after notice-to-proceed is issued by the City within BNSF Right-Of-Way.

II. SPECIAL SERVICES TASK SUMMARY – CONSTRUCTION OBSERVATION

Construction Observation consists of on-site observation of, and reporting on construction activities that lie within the BNSF Railroad right-of-way, including the retaining walls that extend beyond the ROW limits (herein referred to as "the railroad influence area"). Consultant's construction observer will be present at the construction site during critical steps of these construction activities, as well as present for the necessary associated construction meetings. The construction observer will provide oversight into the proper materials and methods of construction, and will advise the City on activities or products that may not meet the requirements of the contract plans and specifications. The HNTB construction observer will coordinate with the contractor on these observations. The following is a summary of tasks for the construction observation services to be performed by Consultant:

A. TASK 1 – Construction Observation of Concrete Box Culverts Installation and Removal of Existing Railroad Bridge at RR mile point 687.4

1.1 Observe box culvert installation below existing railroad bridge – Consultant representative will be present on site for no more than 72, 8 hour days to observe the installation of 4, 10ft x 10ft concrete box culverts below the existing railroad bridge, along with the installation of the box culvert head walls.

1.1.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, subgrade compaction pass/fail,

mud slab thickness, material, flex-base material and compaction, conc. cylinders correct number and pass/fail for boxes, material placed between boxes, general conformance with the box dimensions, head/wing wall materials conformance (ped rail, clay cap, granular backfill, geotextile, weep holes), and recommendation for payment applications.

1.2 **Observe shoofly embankment** –Consultant representative will be present on site for no more than 56, 8 hour days to observe the construction of the railroad shoofly embankment adjacent to the existing railroad bridge.

1.2.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, for proof-rolling pass/fail, foundation preparation completeness, embankment in conformance with BNSF Sec 03200 and plan typical sections, pass/fail reporting of compaction requirements, recommendation for pay applications.

1.3 **Observe existing railroad bridge removal**–Consultant representative will be present on site for no more than 8, 8 hour days to observe the demolition and removal of the existing railroad bridge.

1.3.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, conformance with plan for limits of removal and elevation cut points, and recommendation for pay applications. Coordinate engineered removal plan with BNSF if required.

1.4 **Observe final track embankment construction** – Consultant representative will be present on site for no more than 15, 8 hour days to observe the construction of the final railroad track embankment .

1.4.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, roadway embankment in conformance with BNSF Sec 03200 and plan typical sections, pass/fail reporting of compaction requirements, recommendation for pay applications.

1.5 **Attend construction coordination meetings**– Consultant representative will attend/ assist in conducting up to 4 hours per week of site coordination meetings for up to 56 weeks, which is the estimated duration of construction work for Task 1 & 2 within the railroad influence area.

1.5.1 Deliverable –Provide Meeting minutes that will include but not limited to schedules, action items, and progress of project. A monthly one page summary can be provided on work scheduled and completed along with photos each month also. Reporting may include items such as, coordinating contractor notifications and plan request to BNSF in compliance with Underpass Agreement, BNSF safety awareness, general orderliness and cleanup of job site, flagman requests, written approvals, recommendation to pay BNSF work pay requests for railroad work. Coordinate written completion notification to BNSF.

EXHIBIT "A"
SCOPE OF CONSTRUCTION SERVICES
STONEBROOK PARKWAY (FIGHTING EAGLES TO LONGHORN)

B. TASK 2 – Construction Observation of New Railroad Bridge and Stonebrook Parkway Underpass Construction

2.1 **Observe retaining walls initial drilled shaft installation –**Consultant representative will be present on site for no more than 22, 8 hour days to observe the various phases of the initial start of drilled shaft installation for Retaining Walls A and B within the railroad right-of-way.

2.1.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, coordinating with geotech to document shaft report, conformance with plan and applicable specifications, material testing requirements compliance, pass/fail of concrete cylinders, recommendation for pay application.

2.2 **Observe shoofly embankment construction and removal –** Consultant representative will be present on site for no more than 15, 8 hour days to observe the construction of the railroad shoofly embankment adjacent to the proposed railroad bridge.

2.2.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, proof-rolling pass/fail, foundation preparation completeness, roadway embankment in conformance with BNSF Sec 03200 and plan typical sections, pass/fail reporting of compaction requirements, limits of removal when necessary, recommendation for pay applications.

2.3 **Observe construction of the new railroad bridge –** Consultant representative will be present on site for no more than 111, 8 hour days to observe the construction of the new railroad bridge at the future Stonebrook Parkway underpass.

2.3.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, coordinating with geotech to document foundation shaft report, conformance with railroad underpass plan/profile, typical sections, detail sheets, misc components and applicable specifications, material testing/certification requirements compliance, pass/fail of concrete cylinders, recommendation for pay application.

2.4 **Observe excavation construction below the new railroad bridge –** Consultant representative will be present on site for no more than 21, 8 hour days to observe the excavation below the new railroad bridge to the future Stonebrook Parkway subgrade.

2.4.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, general conformance of excavation down to the approximate roadway subgrade, retaining wall requirements, recommendation for pay applications.

2.5 **Observe completion of drilled shaft retaining walls –** Consultant representative will be present on site for no more than 125, 8 hour days to observe the completion of Retaining Walls A and B, and the construction of Wall

C outside of the railroad right-of-way, including on-site utility coordination required for completion of these walls.

2.5.1 Deliverable – One site observation report per day of field presence. Reporting may include items such as, conformance with retaining wall plan/profile, typical sections, detail sheets, misc components (mow strip, drains, waterstop, flume, pedestrian railing) and applicable specifications, material testing/certification requirements compliance, recommendation for pay application

III. SPECIAL SERVICES TASK SUMMARY – ENGINEERING DURING CONSTRUCTION

Engineering during construction consists of the review of and response to submittals, shop drawings, and Requests for Information (RFI's) for fabrication and construction activities that may be outside the expertise of the City's engineering staff. It will also include a limited field presence during specific construction activities. The following is a summary of tasks for the engineering during construction services to be performed by Consultant:

A. TASK 3 – Engineering During Construction for the Stonebrook Parkway Phase II Contract

3.1 **Review site grading and slope paving RFI's –**up to 6 RFI's.

3.1.1 Deliverable – One RFI response memo per RFI.

3.2 **Review shoofly construction RFI's –**up to 4 RFI's.

3.2.1 Deliverable – One RFI response memo per RFI.

3.3 **Review Hike and Bike trail RFI's –**up to 2 RFI's.

3.3.1 Deliverable – One RFI response memo per RFI.

3.4 **Review drilled shaft retaining wall submittals and RFI's –** up to 7 submittals (including review and comment of drill shaft reports), 2 reviews each; up to 18 RFI's.

3.4.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.5 **Review pedestrian railing and railroad fence submittals and RFI's –** up to 3 submittals, 2 reviews each; up to 6 RFI's.

3.5.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.6 **Review new railroad bridge submittals and RFI's –** up to 9 submittals, 3 reviews each; up to 15 RFI's. To include railroad bridge submittal items such as drilled shafts, bridge deck, pre-stressed beams, bearings, fencing, and concrete mixes.

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3.6.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.7 **Review drainage (at BNSF ROW and Trib 3 area only) RFI's –** up to 8 RFI's.

3.7.1 Deliverable – One RFI response memo per RFI.

3.8 **Review box culvert RFI's –** up to 8 RFI's.

3.8.1 Deliverable – One RFI response memo per RFI.

3.9 **Review Outfall RFI's –**up to 2 RFI's.

3.9.1 Deliverable – One RFI response memo per RFI.

3.10 **Review new railroad bridge temporary shoring submittals and RFI's –** up to 2 submittals, 2 reviews each; up to 2 RFI's. The scope of this review is to verify that the shoring: has been designed and sealed by a licensed engineer in the state of Texas; is in conformance with normal engineering practices for use on railroad applications and in the geographic location intended; and is in general conformance with the intent of the contract documents.

3.10.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.11 **Review existing railroad bridge removal temporary shoring submittals and RFI's –** up to 4 submittals, 2 review each; up to 4 RFI's. The scope of this review is to verify that the shoring: has been designed and sealed by a licensed engineer in the state of Texas; is in conformance with normal engineering practices for use on railroad applications and in the geographic location intended; and is in general conformance with the intent of the contract documents.

3.11.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.12 **Review illumination submittals and RFI's –**1 submittal, 2 reviews; up to 2 RFI's.

3.12.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.13 **Review vertical clearance structure submittals and RFI's –**1 submittal, 2 reviews; up to 4 RFI's.

3.13.1 Deliverable – One comment summary memo per review and one RFI response memo per RFI.

3.14 **Review landscape and irrigation submittals and RFI's –** 1 irrigation material submittal, 1 landscape materials submittal, 2 reviews; up to 4 RFI's.

3.14.1 Deliverable – One RFI response memo per RFI.

3.15 **Field visits during landscape and irrigation activities –** landscape architect to perform up to 3, 4 hour site visits during landscape and irrigation installation.

3.15.1 Deliverable – One site observation report per field visit.

3.16 **Attend meetings and/or phone conference calls –** attend up to 6, 4 hour meetings and 6, 1 hour phone conference calls by HNTB staff.

3.16.1 Deliverable-provide meeting minutes of meetings or phone calls.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES.

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Task 1-Services beyond the number of hours designated per task item.
2. Task 2-Services beyond the number of hours designated per task item.
3. Task 3-Services beyond the number of RFI's and submittals designated per task item. Services beyond the number of hours designated for field visits, meetings and conference calls per task item.

V. DELIVERABLES

At the completion of Tasks 1 through 3, the Consultant shall deliver the following products to the City:
(See Deliverables listed under Task 1 through Task 3 above)

VI. PROJECT LABOR ALLOCATION

Task	Subtask	Labor Hours
TASK 1	Construction Observation of Concrete Box Culverts Installation and Removal	***1,509 Hours***
TASK 2	Construction Observation of New Railroad Bridge and Stonebrook Parkway Underpass Construction	***2,426 Hours***
TASK 3	Engineering During Construction for the Stonebrook Parkway Phase II Contract	***694 Hours***

EXHIBIT "A"
SCOPE OF CONSTRUCTION SERVICES
STONEBROOK PARKWAY (FIGHTING EAGLES TO LONGHORN)

GRAND TOTAL	***4,629 Hours***

EXHIBIT "B"
PROJECT BUDGET SUMMARY
PROJECT NAME/LOCATION

I. Special Services

A. Task One, Construction Observation of Concrete Box Culverts Installation and Removal $ 223,674.00
(Expected Completion Date: November 2013)

B. Task Two, Construction Observation of New Railroad Bridge and Stonebrook Parkway Underpass Construction $ 360,802.00
(Expected Completion Date: May 2014)

C. Task Three, Engineering During Construction for the Stonebrook Parkway Phase II Contract $126,872.00
(Expected Completion Date: May 2014

Total Special Services (Cost Plus, Not-To-Exceed) **$ 711,348.00**

II. Direct Expenses $ 18,340.00

III. *Project Budget, Grand Total (Cost Plus, Not-To-Exceed)* $ 729,688.00

EXHIBIT "C"
CITY OF FRISCO
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. **REQUIREMENT OF COMMERCIAL GENERAL LIABILITY INSURANCE** –

A. Such policy shall name the City, its officers, and employees as additional insured.

B. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, or non-renewal, of any policies.

C. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. **INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. **CERTIFICATE OF INSURANCE** – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	Commercial General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
X	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim; ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

X 6. City named as additional insured on Commercial General Liability Policy. This coverage is primary to all other coverage the City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

X 8. Thirty (30) days notice of cancellation, or non-renewal, required.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Collin §

I, Stephen Knobbe, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

__X__ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this ~~7th~~ 10th day of December, 2012.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Stephen Knobbe and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 10th day of December, 2012.

NOTARY PUBLIC STATE OF TEXAS
DIANE S LONG
My Commission Expires
November 5, 2013

_____
Notary Public in and for the State of Texas
My commission expires: November 5, 2013

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person doing business with local governmental entity.**

HNTB Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

N/A

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

N/A

Amended 01/15/2006

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

N/A

7

Signature of person doing business with the governmental entity

12-10-12
Date

Amended 01/13/2006

AGENDA ITEM #18.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, Director Engineering Services

From: **Alyssa Sanders, P.E., CFM, Stormwater Engineer**

Date: **December 18, 2012**

Subject: **Consider and act upon a Resolution authorizing the City Manager to execute a Master Agreement with Kimley-Horn and Associates, Inc. for On-Call Professional Civil Engineering Services, Miscellaneous Drainage Services, Contract Number 2012-001.**

Action Requested: Staff requests that Council approve a Resolution authorizing the City Manager to execute a Master Agreement for On-Call Professional Civil Engineering Services with Kimley-Horn and Associates, Inc. for an amount not to exceed $50,000, for hydrologic and hydraulic modeling, review of drainage studies, design and preparation of improvements to drainage facilities and other miscellaneous drainage services support to Engineering Services.

Background Information: This Master Agreement has a budget of $50,000. A purchase order will be generated when a task order is issued for a particular project. Before a purchase order is generated, funding will be allocated through the City of Frisco's standard financial processes.

Once a task order is executed, the Master Agreement budget will be reduced by the amount of the purchase order. If the funding in the master agreement reaches zero and more project work is needed, staff will revise the master agreement and bring an amendment back to Council for approval.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution
- Send back to staff with direction

Financial Considerations: Funds for each task order will come from the Storm Water Utility Fund FY2013 operating budget.

Legal Review: Reviewed and approved as to form.

Supporting Documents:

- Resolution
- Professional Services Master Agreement for On-Call Services

Staff Recommendation: Staff recommends approval and will be available at the meeting to answer questions.

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND KIMLEY-HORN AND ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES, MISCELLANEOUS DRAINAGE SERVICES, CONTRACT NUMBER 2012-001.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement by and between the City of Frisco, Texas and Kimley-Horn and Associates, Inc. for On-Call Professional Civil Engineering Services, Contract 2012-001, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

KIMLEY-HORN AND ASSOCIATES, INC. (CONSULTANT)

FOR

PROFESSIONAL ENGINEERING SERVICES

Made as of the ____ day of _____ in the year Two Thousand Twelve:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5412
Facsimile: (972) 292-4945

and the Consultant: **Kimley-Horn and Associates, Inc.**
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Telephone: (972) 770-1300
Facsimile: (972) 239-3820

for the following Project: **Master Agreement for On-Call Professional Drainage Engineering Services**

The City and the Consultant agree as set forth below:

THIS AGREEMENT is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Kimley-Horn and Associates, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to perform professional drainage engineering services on an on-call basis, hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such professional engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that on an as-needed basis and within the limits established in the Agreement, City shall issue written task orders to Consultant associated with the scope of services, in the format as stated in Exhibit "A," and Consultant shall perform said services in accordance with the terms and conditions of the Agreement. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.

1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written change order by the Frisco City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said change order.

1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE FRISCO CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than September 30, 2013; however, City shall have sole discretion to authorize a

renewal of this Agreement to extend the completion of the Project to a date no later than September 30, 2014.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

2.1 **Project Data** – The City shall furnish required information, that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall on an as-needed basis issue written Task Orders to Consultant associated with the scope of services, in the format as stated in Exhibit "A". The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSUTLANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a basis defined by City's issuance of written Task Orders to Consultant authorizing work on the Project, for an amount not to exceed Fifty Thousand and 00/100 Dollars ($50,000.00), ("Consultant's Fee") and shall be paid in accordance with Article 3, the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B" and the Task Orders issued by City in writing to Consultant, in the format as stated in Exhibit "A".

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Final Analysis documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement. The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD").

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of the governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be

compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Additional Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Additional Services as described in Exhibit "A."

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
--	Senior Professional	$ 180.00 - $ 220.00
--	Senior Professional II	$ 155.00 - $ 200.00
--	Professional	$ 125.00 - $ 155.00
--	Analyst	$ 125.00 - $ 130.00
--	Designer	$ 85.00 - $ 150.00
--	Technical Support	$ 60.00 - $ 135.00
--	Clerical / Administrative Support	$ 60.00 - $ 100.00

3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said

invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of the Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by the City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect to the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 522) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of

Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY

OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Paul Knippel, P.E.
Director of Engineering Services
City of Frisco 6101 Frisco Square Boulevard
Frisco, Texas 75034

City agrees that all notices or communications to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Steven D. Galloway, PE, CFM
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 Exhibit "E," City of Frisco Contractor Insurance Guidelines.

12.1.6 Exhibit "F," Affidavit.

12.1.7 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ.

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

12.5 **Venue** – This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the

same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.9 **Headings** – The headings of the various sections of this Agreement are included solely for the convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.

12.16 **Debarment / Suspension** – The City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The City, the Consultant and its subcontractors shall comply with Federal and State regulations regarding Debarment and Suspension. The Consultant shall include

a statement of compliance with Federal and State Debarment and Suspension regulations in all Third-Party Agreements for work on the Project.

12.17 **Restrictions on Lobbying** – The City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. The Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and Third-Party Agreements for work on the Project.

12.18 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2012-2013 fiscal year. City will give Consultant sixty (60) days notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2012-2013 fiscal year unless and until such funds are budgeted.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

CITY
The City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Kimley-Horn and Associates, Inc.

By: _____
Eric Smith
Title: Assistant Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **ERIC SMITH,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF November, 2012.

Tanya Deliz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 9-26-2015

NOTARY PUBLIC STATE OF TEXAS
TANYA JOSEPHINE DELIZ
My Commission Expires
September 26, 2015

EXHIBIT "A"
SCOPE OF SERVICES

**Agreement by and between the City of Frisco, Texas (City)
And Kimley-Horn and Associates, Inc. (Consultant)
To Perform Master Drainage Planning Services**

I. PROJECT DESCRIPTION

Consultant shall perform work on an on-call basis in the following areas under this Agreement, as directed by the City in writing signified by the issuance of a duly-executed Individual Task Order. Consultant will perform professional engineering services in the following categories:

A. **Review Guidelines** – Work assignments under this category may include the preparation of guidelines and tools to assist City staff in the review and approval of various drainage submittal required by the current City Engineering Standards, including floodplain study submittals and downstream assessment submittals.

B. **Drainage Study Review** – Work assignments under this category may include the review of drainage studies and designs submitted to the City.

C. **Drainage Engineering Studies** – Work assignments under this category may include a variety of assignments including storm drain analysis, floodplain studies, and Federal Emergency Management Agency submittals.

II. INDIVIDUAL TASK ORDERS

A. **Issuance of Individual Task Orders** – City will issue in writing an Individual Task Order to Consultant, authorizing the Consultant to perform work under this Agreement. Consultant shall not perform work and/or services outside the Scope of Services of the Agreement. All work authorized by the City shall be issued as a duly-executed, written Individual Task Order. An example of Individual Task Orders to be issued by City under this Agreement is provided in Attachment "A" to this Scope of Services.

B. **Issuance of Task Orders across Project Categories** – City, at its sole discretion, will issue Individual Task Orders to Consultant, authorizing work in a specific category as defined in the Scope of Services or among various work categories defined in the Scope of Services. City reserves the right to solely determine the issuance of Individual Task Orders to Consultant for work in all applicable work categories or among specific work categories, for any reason or no reason at all.

III. TERM OF AGREEMENT / RENEWAL OPTION.

A. Upon execution the term of the Agreement is to run through September 30, 2013.

EXHIBIT "A"
SCOPE OF SERVICES

B. At City's sole discretion, the City may elect to exercise one (1) renewal option to extend the term of the Agreement for another twelve (12) month period.

C. Prior to the expiration of the Agreement, City shall give Consultant thirty (30) days written notice of City's decision to exercise the renewal option on the Agreement to extend the term for an additional twelve (12) month period.

D. Consultant shall not perform work and/or services authorized by written Task Order within thirty (30) days of the expiration of the Agreement without having received written notice of extension of the term of the Agreement from City.

IV. CHANGE ORDERS AND/OR AMENDMENTS.

A. All Task Orders authorizing work under this Agreement shall be within the limits as stated in the Agreement. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.

B. All change orders to the Agreement are to in accordance with Article 1 of the Agreement.

C. Consultant shall not perform work and/or services authorized by Task Order that are not defined within Exhibit "A," Scope of Services of the Agreement.

V. ATTACHMENTS

A. Attachment "A," City of Frisco Task Order for On-Call Professional Drainage Engineering Services.

EXHIBIT "A"
SCOPE OF SERVICES

ATTACHMENT "A"

Task Order to an Agreement
by and between the City of Frisco, Texas (City)
and Kimley-Horn and Associates, Inc. (Consultant)
for Master Agreement for On-Call Professional Engineering Services
Contract Number 2012-001 (Project)

TASK ORDER NUMBER 2012-001-01

THIS TASK ORDER is made pursuant to the terms and conditions of the Professional Services Agreement Number 2012-001 (the "Agreement") entered into by and between the City of Frisco (City) and Kimley-Horn and Associates, Inc. (Consultant).

I. **ARTICLE 1**. Consultant will perform on-call professional drainage engineering services in accordance with the Agreement and the Scope of Services / Compensation Schedule / Budget Summary attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

II. **ARTICLE 2**. Compensation for this Task Order shall be on a lump sum basis, not to exceed **Dollar Amount Specified and 00/100 Dollars ($ 0.00)**, and shall be paid in accordance with Article 3 of the Agreement and the Scope of Services / Compensation Schedule / Budget Summary as set forth in Exhibit "A" of the Task Order. Consultant shall not exceed the amount specified in this Task Order without the issuance of a supplemental Task Order issued by City in writing to Consultant.

III. **ARTICLE 3**. This Task Order shall become effective on the latest date as reflected by the signatures below and shall terminate on **Day, Month, Year** unless extended by a supplemental Task Order issued by City in writing to Consultant.

IV. **ARTICLE 4**. The City Project number and the Project Account Code are the following:

City CIP Number:
City Project Account Code:

V. **ARTICLE 5**. Upon execution of this Task Order, the funds available under the Agreement are revised to the following:

Current Project Budget (*As Revised by Approved Task Orders*):	$	50,000.00
Approved Work by this Task Order:	$	0.00
Revised Project Budget:	$	**50,000.00**

VI. **ARTICLE 6**. The following exhibits are attached below and made a part of this Task Order:

A. Exhibit "A," Scope of Services / Compensation Schedule / Budget Summary.

VII. **ARTICLE 7**. This Task Order does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Task Order and caused this Task Order to be effective on the latest day as reflected by the signatures below.

CITY	**CONSULTANT**
The City of Frisco, Texas	Kimley-Horn and Associates, Inc.
Name:	Name:
Paul Knippel	Eric Smith
Title: Director of Engineering Services	Title: Assistant Secretary
Date:	Date: 11/19/12

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

Agreement by and between the City of Frisco, Texas (City)
And Kimley-Horn and Associates, Inc. (Consultant)
To Perform Master Drainage Planning Services

I. COMPLETION SCHEDULE / PROJECT BILLING SUMMARY

MONTH, YEAR	DOLLAR AMOUNT	TASK COMPLETED
December 18, 2012		City Council approval of a Resolution authorizing the City Manager to execute the Agreement; City issues Notice to Proceed to Consultant.
December 18, 2012		Consultant's receipt of Fully Executed Agreement
December 18, 2012 through September 30, 2013	$ 50,000.00	**Consultant to perform services as authorized by City's issuance of written Task Orders** (Work and payments schedule shall be as defined in the authorized Task Orders).
September 30, 2013		**Expiration of Agreement**; City shall solely determine whether to exercise one (1) renewal option to extend the Agreement for a term of twelve (12) months.
GRAND TOTAL, CONSULTANT'S FEE	**$ 50,000.00**	

II. PROJECT BUDGET SUMMARY

A. **Basic Services**.

1. Work Authorized by written Task Orders.	$ 50,000.00
Total Basic Services (Lump Sum Basis)	$ 50,000.00

B. **Grand Total, Consultant's Fee** (***Not To Exceed***) **$ 50,000.00**

EXHIBIT "C"
CITY OF FRISCO
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to submitting to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is

required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.

1. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

2. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
X	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim; ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

X 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Collin §

I, ERIC SMITH, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 19th day of November, 2012.

Eric Smith / Business Services
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Eric Smith and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 19 day of November, 2012.

TANYA JOSEPHINE DELIZ
My Commission Expires
September 26, 2015

Tanya Deliz
Notary Public in and for the State of Texas
My commission expires: 9.26.2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person doing business with local governmental entity.**

Kimley-Horn and Associates, Inc.

2

[X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

None

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

None

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

None

7

Signature of person doing business with the governmental entity

11/19/2012
Date

Amended 01/13/2006

AGENDA ITEM #19.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services

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

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Advance Funding Agreement by and between the Texas Department of Transportation and the City of Frisco to provide engineering design services for the construction of FM 423 from US 380 to 0.8 mile south of FM 2934.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute the Advance Funding Agreement by and between the Texas Department of Transportation (TxDOT) and the City of Frisco for the City of Frisco to provide engineering design services for the construction of FM 423 from US 380 to 0.8 mile south of FM 2934 (Eldorado Pkwy).

Background Information: An Interlocal Cooperation Agreement (ICA) between Denton County and the City of Frisco was approved in December 2002 in which the City of Frisco, in cooperation with Denton County, would facilitate the design and construction of FM 423 from US Highway 380 to Stewarts Creek Road, approximately seven miles. The proposed widening project will replace the existing undivided 2-lane facility with a divided 6-lane urban facility. Construction of the FM 423 (Middle) Project from Stewarts Creek Road to 0.8 mile south of Eldorado Parkway is nearing completion.

TxDOT has requested that an Advance Funding Agreement be completed to establish that the City of Frisco will contribute the engineering design services to prepare the construction plans for the FM 423 (North) project. The North Project, from US 380 to 0.8 mile south of Eldorado Parkway, would complete the FM 423 corridor in Frisco as a 6 lane urban roadway. The North Project design was included in the ICA with Denton County in 2002; therefore, the agreement with TxDOT is a formality. The design of the North Project is expected to be completed in January 2013. TxDOT is scheduled to begin construction in August or September 2013.

Financial Considerations: Approval of the resolution and execution of the Advance Funding Agreement does not require any new funding for engineering design services on FM 423. All funding for the design of FM 423 was approved through previous contracts and Interlocal Cooperation Agreements.

The following is a funding summary of the design contract and Denton County contributions throughout the design process:

Date	Description	Cost	Denton Co. contribution
Dec-02	Interlocal Agreement (Denton County & Frisco)		$1,950,000
Mar-03	Design Agreement (Frisco and Carter & Burgess)	$1,998,204	
Feb-08	Design Amendment One	$1,308,246	
Jun-09	Design Amendment Two	$370,680	
Jun-09	Amendment 1 to Interlocal Agreement		$1,703,926
Jul-09	Design Amendment Three	$25,000	
Aug-11	Design Amendment Four	$209,200	
Aug-11	Amendment 2 to Interlocal Agreement		$200,000
	Totals	**$3,911,330**	**$3,853,926**

Alternatives: City Council could consider the following alternatives:
- Approval of the Resolution
- Deny approval of the Resolution

Legal Review: The Resolution has been reviewed and approved by the City Attorney's Office as to form and legality.

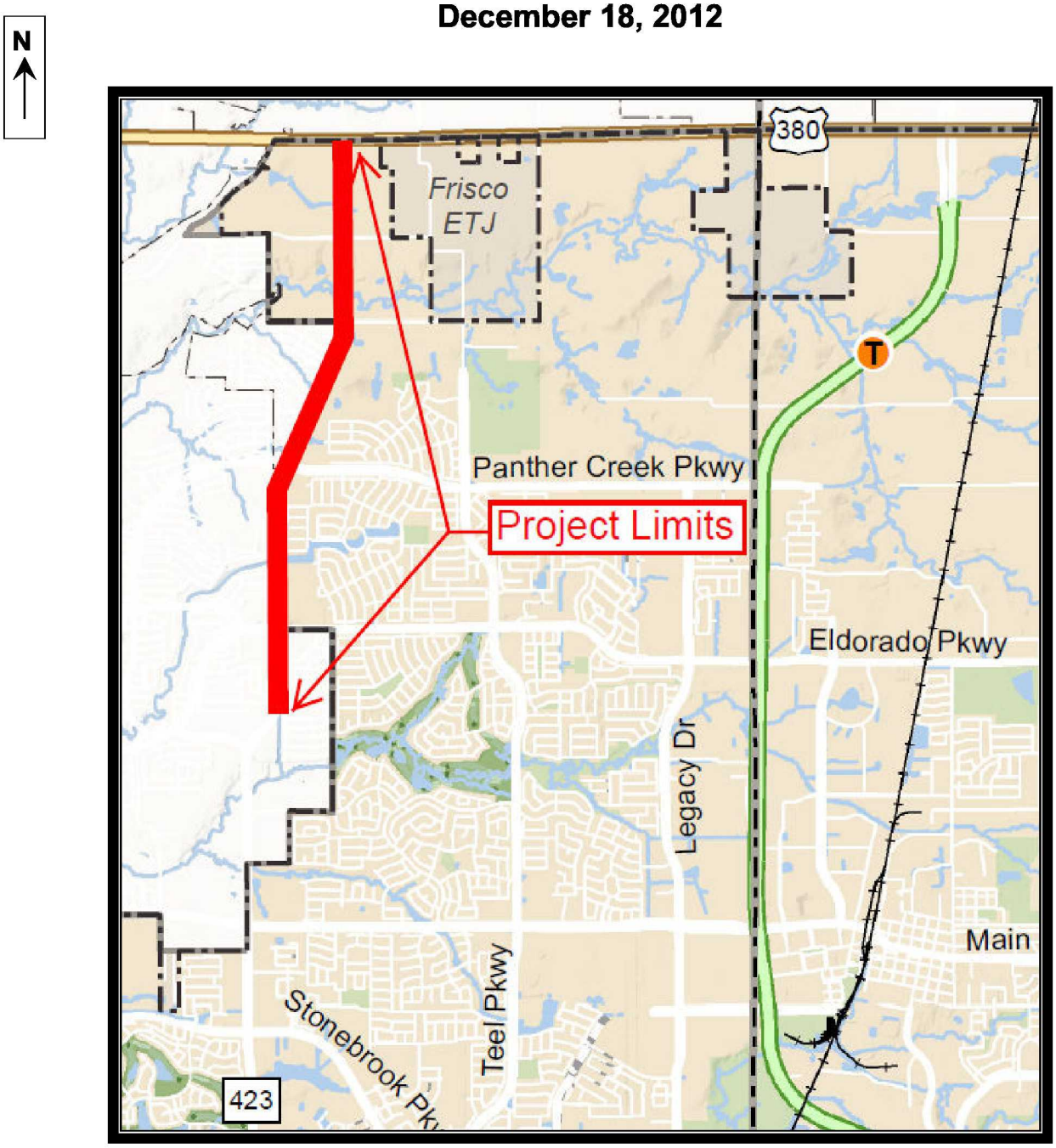
Supporting Documents: Supporting documents include the following items:
- Project Location Map
- Copy of Advance Funding Agreement
- Copy of Resolution

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

FRISCO
PROGRESS IN MOTION

FM 423

Stewart Creek Road to 0.8 Mile South of FM 2934 (Eldorado Pkwy)
Advance Funding Agreement – Texas Department of Transportation
December 18, 2012



CSJ #: 1315-02-009
District #: 18-Dallas
Code Chart 64 #: 15400
Project: FM 423
Limits: From US 380 to 0.8 mile south of FM 2934

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS TO TRANSPORTATION IMPROVEMENT PROJECTS WITH NO REQUIRED MATCH ON-SYSTEM

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the City of Frisco, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 112844 authorizes the State to undertake and complete a highway improvement generally described as to widen a 2-lane rural undivided roadway to a 6-lane divided urban roadway on FM 423 from US 380 to 0.8 mile south of FM 2934 in Denton County; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as preparation of plans, specifications and estimate (PS&E) to widen a 2-lane rural undivided roadway to a 6-lane divided urban roadway on FM 423 from US 380 to 0.8 mile south of FM 2934, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

CSJ #: 1315-02-009
District #: 18-Dallas
Code Chart 64 #: 15400
Project: FM 423
Limits: From US 380 to 0.8 mile south of FM 2934

AGREEMENT

1. **Time Period Covered**
   The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. **Project Funding and Work Responsibilities**
   The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. **Payment of Funds**
   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 Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. **Right of Access**
   If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. **Adjustments Outside the Project Site**
   The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. **Responsibilities of the Parties**
   Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. **Document and Information Exchange**
   The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by

hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. **Inspection and Conduct of Work**
Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. **Architectural and Engineering Services**
Architectural and engineering services will be provided by the Local Government. The engineering plans for an on-system highway system Project shall be developed by the Local Government or its consultant 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, the latest edition and revisions of, but not limited to, the *Texas Department of Transportation Roadway Design Manual*, *the Texas Manual on Uniform Traffic Control Devices (TMUTCD), the Texas Department of Transportation Hydraulic Design Manual*, *the Bridge Design Manual*, *the Project Development Process Manual*, *the Environmental Manual, the Environmental Standards of Uniformity* and other design guidance manuals.

The State shall review, at no cost to the Local Government, all plans, specifications and estimate upon completion or at any time it is deemed necessary by the State. Should the State determine that the plans, specifications and estimate documents or portions of the plans, specifications and estimate documents are unacceptable, the Local Government shall, at its own costs, correct the plans, specifications and estimate documents to the satisfaction of the State. The Local Government shall prepare and submit all plans, specifications and estimate documents to the State for acceptance and approval. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to a degree permitted by State and Federal law.

10. **Increased Cost**
Increased cost will be under the conditions as provided for in the MAFA, without exception.

11. **Maintenance**
Project maintenance will be under the conditions as provided for in the MAFA, without exception.

12. **Termination**
Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

CSJ #: 1315-02-009
District #: 18-Dallas
Code Chart 64 #: 15400
Project: FM 423
Limits: From US 380 to 0.8 mile south of FM 2934

13. Notices

Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government:	State:
City Manager City of Frisco 6101 Frisco Square Boulevard Frisco, Texas 75034	Director of Contract Services Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

16. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

17. State Auditor

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.

18. 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

CSJ #: 1315-02-009
District #: 18-Dallas
Code Chart 64 #: 15400
Project: FM 423
Limits: From US 380 to 0.8 mile south of FM 2934

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT – CITY OF FRISCO

By: _____
George Purefoy
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Regional Director

Date: _____

CSJ #: 1315-02-009
District #: 18-Dallas
Code Chart 64 #: 15400
Project: FM 423
Limits: From US 380 to 0.8 mile south of FM 2934

Attachment A
PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government, at no cost to the State, will prepare plans, specifications and estimate (PS&E) to widen a-2 lane rural undivided roadway to a 6-lane divided urban roadway on FM 423 from US 380 to 0.8 mile south of FM 2934 in Denton County. The Local Government will be responsible for 100% of the Project cost. The State, at no cost to the Local Government, will review and inspect the Project's engineering plans/documents. The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
Engineering	$1,955,665.00	0%	$0	0%	$0	100%	$1,955,665.00
Direct State Cost – Eng. @ 4.0%	$78,226.60	0%	$0	100%	$78,226.60	0%	$0
Indirect State Costs @ 5.94%	$116,166.50	0%	$0	100%	$116,166.50	0%	$0
TOTAL	**$2,150,058.10**		**$0**		**$194,393.10**		**$1,955,665.00**

Estimated Total Project Cost = $2,150,058.10

Estimated Total Local Government Participation (100%) = $1,955,665.00

Estimated Total Payment by the Local Government to the State = $0

This is an estimate. The final amount of the Local Government participation

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE THE ADVANCE FUNDING AGREEMENT BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRISCO TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF FM 423 FROM US 380 TO 0.8 MILE SOUTH OF FM 2934; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, the Advance Funding Agreement by and between the Texas Department of Transportation and the City of Frisco to provide engineering design services for the construction of FM 423 from US 380 to 0.8 mile south of FM 2934, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED this the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #20.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager
Paul Knippel, P.E. Director of Engineering Services

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **December 18, 2012**

Subject: **Consider and act upon award of bid to Jim Bowman Construction Company, L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Cotton Gin Road at Dallas Parkway Improvements (Bid No. 1311-015).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Jim Bowman Construction Company, L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $452,211.90 for the Cotton Gin Road at Dallas Parkway Improvements (Bid No. 1311-015).

Background Information: A total of three responsible bids were opened on December 4, 2012 at 2:05 PM with Jim Bowman Construction Co. L.P. being the lowest bidder. Award of this bid to Jim Bowman Construction Co. L.P. will result in the construction of one permanent traffic signal on Cotton Gin Road at Dallas Parkway, and the widening of the westbound approach of Cotton Gin Road to provide for an advanced left turn lane, two through travel lanes, and a right turn lane.

A contingency amount of $25,000 is also included in the bid, which may be used to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in January 2013. The construction contract specifies completion within 120 days.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: Funding for this project will be provided by previous bond sales.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Jim Bowman Construction Company, L.P., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $452,211.90 for the Cotton Gin Road at Dallas Parkway Improvements (Bid No. 1311-015). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

Cotton Gin Road at Dallas Parkway Improvements



BID TABULATION

CHECKED AND RECEIVED BY:
BY:
DATE: 12/04/12
SHEET OF

KIMLEY-HORN AND ASSOCIATES, INC.

OWNER: City of Frisco
JOB NO: 063559017 DATE: December 4, 2012
LOCATION AND DESCRIPTION:
Cotton Gin Rd. at Dallas Pkwy. Improvements

	BIDDER 1	BIDDER 2	BIDDER 3
	Jim Bowman Construction co., L.P	CPS Civil	Ed Bell Construction Co.
	2716 S. Rigsbee Dr.	1215 Crest Lane Drive	10605 Harry Hines Blvd.
	Plano, Texas	Duncanville, Texas 75137	Dallas, Texas 75220
	972-423-1313	972-674-2950	214-358-6581

	Item	Unit	Plan Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Paving									
1	MOBILIZATION	LS	1	$22,150.00	$22,150.00	$26,000.00	$26,000.00	$63,880.29	$63,880.29
2	GENERAL SITE PREPARATION	LS	1	$22,300.00	$22,300.00	$27,500.00	$27,500.00	$42,474.00	$42,474.00
3	REMOVE EXISTING PAVEMENT (INCLUDING CURB)	SY	1,800	$7.00	$12,600.00	$10.00	$18,000.00	$7.00	$12,600.00
4	REMOVE EXISTING SIDEWALK AND RAMPS	SY	340	$9.00	$3,060.00	$10.00	$3,400.00	$10.00	$3,400.00
5	10" REINFORCED CONC. PAVEMENT (CLASS P1 OR P2) W/ 6" INTEGRAL CURB	SY	2,000	$57.00	$114,000.00	$50.00	$100,000.00	$90.00	$180,000.00
6	10" CONCRETE DRIVEWAY APPROACH (COMMERCIAL)	SY	320	$56.25	$18,000.00	$60.00	$19,200.00	$75.00	$24,000.00
7	CONCRETE MEDIAN NOSE (TYPE 2)	EA	2	$1,200.00	$2,400.00	$2,400.00	$4,800.00	$1,200.00	$2,400.00
8	CONCRETE PAVERS W/ MOWSTRIP	SF	340	$9.75	$3,315.00	$10.00	$3,400.00	$5.00	$1,700.00
9	CONNECT TO EXISTING PAVEMENT (PER LONGITUDINAL METHOD)	LF	425	$2.00	$850.00	$9.00	$3,825.00	$15.00	$6,375.00
10	STREET HEADER AT EX. PAVEMENT	LF	150	$3.50	$525.00	$7.00	$1,050.00	$15.00	$2,250.00
11	12" FLEX BASE	SY	3,000	$15.40	$46,200.00	$15.00	$45,000.00	$20.00	$60,000.00
12	UNCLASSIFIED STREET EXCAVATION	CY	2,150	$10.25	$22,037.50	$25.30	$54,395.00	$20.00	$43,000.00
13	STORM WATER POLLUTION PREVENTION PLAN	LS	1	$1,000.00	$1,000.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00
14	TYPE A CURB INLET PROTECTION	EA	5	$75.00	$375.00	$90.00	$450.00	$100.00	$500.00
15	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	LF	400	$1.25	$500.00	$3.00	$1,200.00	$2.50	$1,000.00
16	5" CONCRETE SIDEWALK (CLASS A)	SY	180	$39.00	$7,020.00	$40.00	$7,200.00	$60.00	$10,800.00
17	BARRIER FREE RAMP	EA	12	$800.00	$9,600.00	$1,300.00	$15,600.00	$1,200.00	$14,400.00
18	SOD	SY	620	$3.75	$2,325.00	$5.00	$3,100.00	$5.00	$3,100.00
19	4" TOPSOIL	SY	620	$1.00	$620.00	$13.00	$8,060.00	$2.00	$1,240.00
20	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	$6,000.00	$6,000.00	$8,700.00	$8,700.00	$48,000.00	$48,000.00
21	6" CURB AND GUTTER	LF	60	$10.00	$600.00	$60.00	$3,600.00	$35.00	$2,100.00
22	BRICK PAVERS	SF	660	$9.25	$6,105.00	$13.00	$8,580.00	$5.00	$3,300.00
23	4" WHITE THERMOPLASTIC	LF	208	$0.90	$187.20	$1.00	$208.00	$0.94	$195.52
24	8" WHITE THERMOPLASTIC	LF	410	$1.80	$738.00	$2.00	$820.00	$1.87	$766.70
25	24" WHITE THERMOPLASTIC STRIPE	LF	814	$5.35	$4,354.90	$7.00	$5,698.00	$5.61	$4,566.54
26	4" YELLOW THERMOPLASTIC	LF	256	$0.90	$230.40	$2.00	$512.00	$0.94	$240.64
27	12" YELLOW THERMOPLASTIC	LF	411	$2.70	$1,109.70	$5.00	$2,055.00	$2.81	$1,154.91
28	TYPE II-C-R RAISED PAVEMENT MARKERS	EA	52	$4.20	$218.40	$4.00	$208.00	$4.40	$228.80
29	ARROW (THERMOPLASTIC)	EA	28	$110.00	$3,080.00	$200.00	$5,600.00	$115.50	$3,234.00
30	U-TURN ARROW (THERMOPLASTIC)	EA	4	$210.00	$840.00	$250.00	$1,000.00	$217.25	$869.00
31	WORD (THERMOPLASTIC)	EA	14	$115.00	$1,610.00	$200.00	$2,800.00	$121.00	$1,694.00
32	ELIMINATE EXISTING 4" PAVEMENT MARKING	LF	31	$0.80	$24.80	$1.00	$31.00	$0.83	$25.73
33	ELIMINATE EXISTING 8" PAVEMENT MARKING	LF	43	$1.05	$45.15	$1.00	$43.00	$1.10	$47.30
34	ELIMINATE EXISTING 12" PAVEMENT MARKING	LF	504	$1.60	$806.40	$2.00	$1,008.00	$1.65	$831.60
35	ELIMINATE EXISTING 24" PAVEMENT MARKING	LF	128	$2.60	$332.80	$3.00	$384.00	$2.75	$352.00

BID TABULATION

CHECKED AND RECEIVED BY:
BY:
DATE: 12/04/12
SHEET OF

KIMLEY-HORN AND ASSOCIATES, INC.

OWNER: City of Frisco
JOB NO: 063559017 DATE: December 4, 2012
LOCATION AND DESCRIPTION:
Cotton Gin Rd. at Dallas Pkwy. Improvements

BIDDER 1	BIDDER 2	BIDDER 3
Jim Bowman Construction co., L.P	CPS Civil	Ed Bell Construction Co.
2716 S. Rigsbee Dr.	1215 Crest Lane Drive	10605 Harry Hines Blvd.
Plano, Texas	Duncanville, Texas 75137	Dallas, Texas 75220
972-423-1313	972-674-2950	214-358-6581

	Item	Unit	Plan Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
36	ELIMINATE EXISTING ARROW" PAVEMENT MARKING	EA	13	$37.00	$481.00	$37.00	$481.00	$38.50	$500.50
37	ELIMINATE EXISTING TEXT" PAVEMENT MARKING	EA	8	$42.00	$336.00	$37.00	$296.00	$44.00	$352.00
38	MARKING	EA	4	$58.00	$232.00	$37.00	$148.00	$60.50	$242.00
39	ELIMINATE EXISTING RAISED PAVEMENT MARKERS	EA	40	$2.10	$84.00	$1.00	$40.00	$2.20	$88.00
40	MOUNT)	EA	11	$160.00	$1,760.00	$160.00	$1,760.00	$165.00	$1,815.00
41	FURNISH AND INSTALL NEW SIGNAGE (GROUND MOUNT)	EA	18	$415.00	$7,470.00	$500.00	$9,000.00	$434.50	$7,821.00
42	CONTINGENCY	LS	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
Drainage									
1	REMOVE EXISTING CURB INLET	EA	2	$700.00	$1,400.00	$1,000.00	$2,000.00	$825.00	$1,650.00
2	24" RCP	LF	20	$100.00	$2,000.00	$90.00	$1,800.00	$165.00	$3,300.00
3	CONNECT TO EXISTING RCP	EA	2	$300.00	$600.00	$1,000.00	$2,000.00	$550.00	$1,100.00
4	10' RECESSED INLET	EA	1	$3,100.00	$3,100.00	$3,500.00	$3,500.00	$3,300.00	$3,300.00
5	10' STANDARD INLET	EA	1	$3,100.00	$3,100.00	$3,000.00	$3,000.00	$3,300.00	$3,300.00
Utility									
1	ADJUST EXISTING WATER VALVES	1	LS	$200.00	$200.00	$250.00	$250.00	$1,100.00	$1,100.00
2	ADJUST EXISTING SSMH	1	EA	$150.00	$150.00	$500.00	$500.00	$1,375.00	$1,375.00
3	FIRE HYDRANT ASSEMBLY (INCLUDES LEAD AND GATE VALVE)	1	EA	$4,150.00	$4,150.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00
Landscape									
1	LANDSCAPE MAINTENANCE RAMP	1	EA	$250.00	$250.00	$2,700.00	$2,700.00	$2,480.78	$2,480.78
Traffic Signal									
1	DRILL SHAFT (TRF SIG POLE) (36 IN)	66	LF	$205.00	$13,530.00	$200.00	$13,200.00	$214.50	$14,157.00
2	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$220.00	$4,840.00	$235.00	$5,170.00	$231.00	$5,082.00
3	CONDT (PVC) (SCHD 40) (2")	505	LF	$5.25	$2,651.25	$5.00	$2,525.00	$5.50	$2,777.50
4	CONDT (PVC) (SCHD 40) (2") (BORE)	440	LF	$12.60	$5,544.00	$5.00	$2,200.00	$13.20	$5,808.00
5	CONDT (PVC) (SCHD 40) (3")	205	LF	$6.30	$1,291.50	$10.00	$2,050.00	$6.60	$1,353.00
6	CONDT (PVC) (SCHD 40) (4")	225	LF	$7.35	$1,653.75	$15.00	$3,375.00	$7.70	$1,732.50
7	CONDT (PVC) (SCHD 40) (4") (BORE)	390	LF	$22.00	$8,580.00	$20.00	$7,800.00	$23.10	$9,009.00
8	CONDT (RM) (2")	15	LF	$33.50	$502.50	$16.00	$240.00	$35.20	$528.00
9	ELEC CONDR (NO. 4) INSULATED	1,143	LF	$1.50	$1,714.50	$1.00	$1,143.00	$1.54	$1,760.22
10	ELEC CONDR (NO. 6) BARE	3,388	LF	$0.75	$2,541.00	$1.00	$3,388.00	$0.77	$2,608.76
11	ELEC CONDR (NO. 8) INSULATED	4,968	LF	$0.80	$3,974.40	$1.00	$4,968.00	$0.83	$4,123.44
12	ELEC CONDR (NO. 12) INSULATED	1,110	LF	$0.45	$499.50	$1.00	$1,110.00	$0.44	$488.40

BID TABULATION

CHECKED AND RECEIVED BY:
BY:
DATE: 12/04/12
SHEET OF

KIMLEY-HORN AND ASSOCIATES, INC.

OWNER: City of Frisco
JOB NO: 063559017 DATE: December 4, 2012
LOCATION AND DESCRIPTION:
Cotton Gin Rd. at Dallas Pkwy. Improvements

BIDDER 1	BIDDER 2	BIDDER 3
Jim Bowman Construction co., L.P	CPS Civil	Ed Bell Construction Co.
2716 S. Rigsbee Dr.	1215 Crest Lane Drive	10605 Harry Hines Blvd.
Plano, Texas	Duncanville, Texas 75137	Dallas, Texas 75220
972-423-1313	972-674-2950	214-358-6581

	Item	Unit	Plan Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
13	INSTALL ELECTRICAL SERVICE (CITY FURNISHED)	1	EA	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$1,040.16	$1,040.16
14	GROUND BOX TY C (162911) W/ APRON	5	EA	$600.00	$3,000.00	$750.00	$3,750.00	$632.50	$3,162.50
15	REMOVE SM RD SN SUP & AM	7	EA	$105.00	$735.00	$50.00	$350.00	$55.00	$385.00
16	REMOVE SM RD SN SUP & AM (SIGN ONLY)	1	EA	$26.00	$26.00	$55.00	$55.00	$55.00	$55.00
17	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$17,100.00	$17,100.00	$47,000.00	$47,000.00	$17,903.60	$17,903.60
18	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	1,536	LF	$1.05	$1,612.80	$1.00	$1,536.00	$1.10	$1,689.60
19	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	140	LF	$1.05	$147.00	$1.00	$140.00	$1.10	$154.00
20	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	1,137	LF	$2.10	$2,387.70	$2.00	$2,274.00	$2.20	$2,501.40
21	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	1,485	LF	$3.15	$4,677.75	$3.25	$4,826.25	$3.30	$4,900.50
22	PED POLE ASSEMBLY (TRAFFIC BLACK)	4	EA	$1,525.00	$6,100.00	$1,600.00	$6,400.00	$1,595.00	$6,380.00
23	PEDESTRIAN PUSH BUTTON POLE (TRAFFIC BLACK)	2	EA	$1,315.00	$2,630.00	$1,200.00	$2,400.00	$1,375.00	$2,750.00
	Total Bid				**$452,211.90**		**$560,002.25**		**$694,999.89**

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND JIM BOWMAN CONSTRUCTION COMPANY, L.P., FOR THE CONSTRUCTION OF THE COTTON GIN ROAD AT DALLAS PARKWAY IMPROVEMENTS IN THE CITY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement by and between the City of Frisco and Jim Bowman Construction Company, L.P., for the construction of the Cotton Gin Road at Dallas Parkway Improvements, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #21.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager
Paul Knippel, P.E. Director of Engineering Services

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **December 18, 2012**

Subject: **Consider and act upon award of bid to Groves Electrical Service, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Preston Road Street Lighting Improvements between Main Street and US 380 (Bid No. 1311-012).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Groves Electrical Service, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $707,230.93 for Preston Road Street Lighting Improvements between Main Street and US 380 (Bid No. 1311-012).

Background Information: The City received six bids with one being non-responsive. The bids were opened on November 29, 2012 at 2:05 PM with Groves Electrical Service, Inc. being the lowest bidder. Award of this bid to Groves Electrical Service, Inc. will result in the construction of new roadway illumination on Preston Road between Main Street and US 380 within the City.

A contingency amount of $50,000 is also included in the bid, which may be used to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in January 2013. The construction contract specifies completion within 120 days.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: A combination of street light escrows and previous bond sales will provide the funding for this lighting project.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

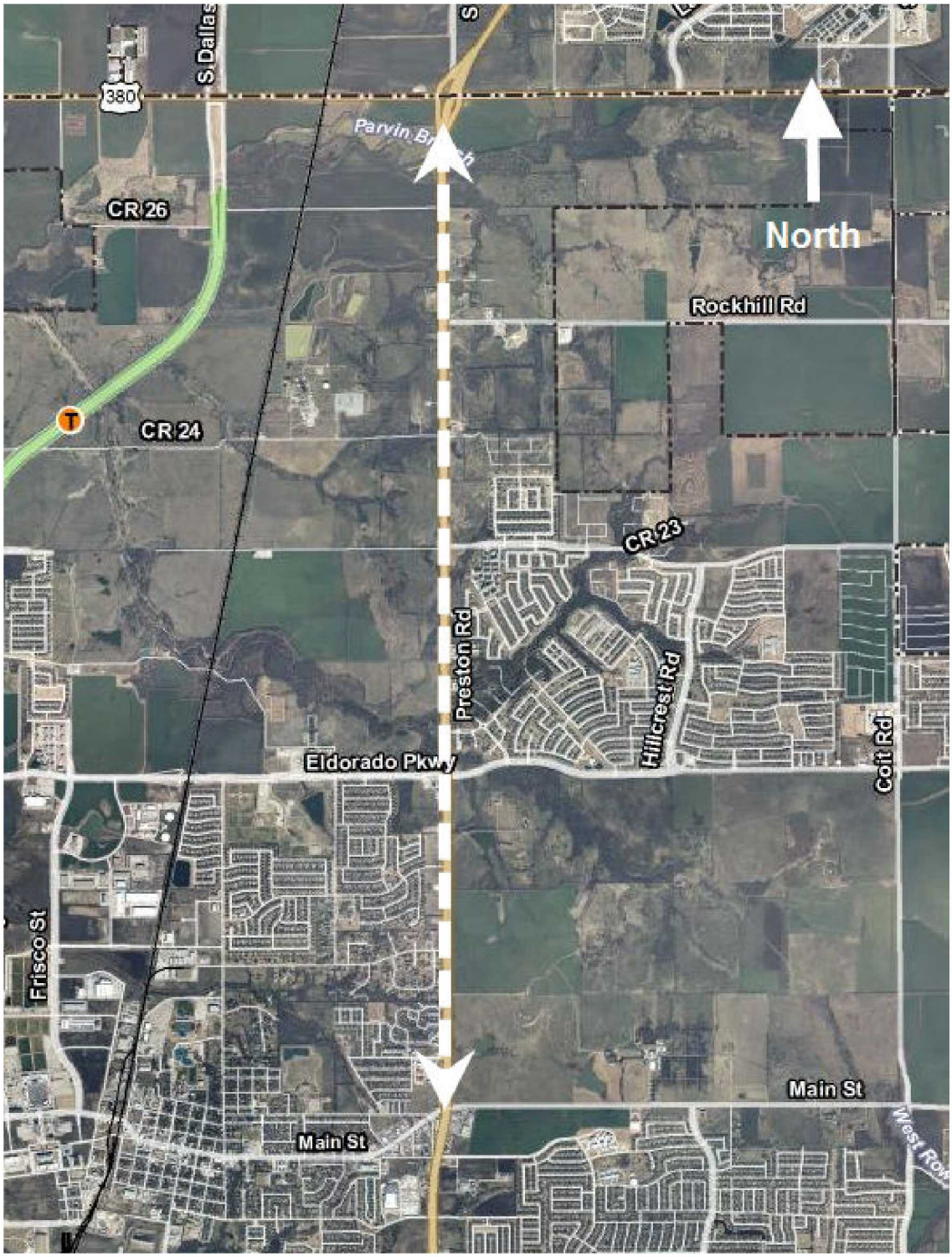
- Location Map 1
- Bid Totals
- Resolution
- Signed DPO

Staff Recommendation: Staff recommends approving the award of the bid to Groves Electrical Service, Inc., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $707,230.93 for Preston Road Street Lighting Improvements between Main Street and US 380 (Bid No. 1311-012). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

Preston Road Street Lighting Improvement Project (Main Street to US 380)



BID TABULATION

CHECKED AND RECEIVED BY:
BY: [signature]
DATE: 11/29/12
SHEET 1 OF 2

KIMLEY-HORN AND ASSOCIATES, INC.

OWNER: City of Frisco
JOB NO: 061123023 DATE: November 29, 2012
LOCATION AND DESCRIPTION:
SH 289 (Preston Road) Street Lighting Improvements

BIDDER 1	BIDDER 2	BIDDER 3
Groves Electrical Services, Inc.	Mels Electric, LP	Roadway Solutions, Inc.
2410 Squire Place	PO Box 40	2524 N IH 35E
Farmers Branch, Texas 75234	Wilmer, Texas 75172	Carrollton, Texas 75006
972-484-2717	972-441-6208	972-245-2244

	Item	Unit	Plan Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Base Bid									
1	DRILLED SHAFT FOUNDATION (8 FT LN X 30 IN DIA)	LF	1,128	$78.64	$88,705.92	$108.00	$121,824.00	$150.00	$169,200.00
2	MOBILIZATION	LS	1	$5,000.00	$5,000.00	$11,000.00	$11,000.00	$28,412.60	$28,412.60
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$3,769.00	$15,076.00	$1,700.00	$6,800.00	$1,000.00	$4,000.00
4	CONDUIT (PVC) (SCHD 40) (2")	LF	7,912	$5.53	$43,753.36	$4.20	$33,230.40	$4.00	$31,648.00
5	CONDUIT (RM) (2")	LF	300	$7.33	$2,199.00	$16.00	$4,800.00	$22.00	$6,600.00
6	CONDUIT (PVC) (SCHD 80) (2")	LF	40	$7.27	$290.80	$4.40	$176.00	$12.00	$480.00
7	CONDUIT (PVC) (SCHD 80) (2") (BORE)	LF	2,609	$13.99	$36,499.91	$13.40	$34,960.60	$9.00	$23,481.00
8	ELECTRIC CONDUCTOR (NO. 2) BARE	LF	2,082	$1.72	$3,581.04	$1.50	$3,123.00	$1.50	$3,123.00
9	ELECTRIC CONDUCTOR (NO. 2) INSULATED	LF	4,554	$1.88	$8,561.52	$1.95	$8,880.30	$1.70	$7,741.80
10	ELECTRIC CONDUCTOR (NO. 4) BARE	LF	11,927	$1.00	$11,927.00	$1.20	$14,312.40	$1.00	$11,927.00
11	ELECTRIC CONDUCTOR (NO. 4) INSULATED	LF	23,854	$1.19	$28,386.26	$1.40	$33,395.60	$1.20	$28,624.80
12	ELECTRIC CONDUCTOR (NO. 6) BARE	LF	7,420	$0.67	$4,971.40	$0.80	$5,936.00	$0.70	$5,194.00
13	ELECTRIC CONDUCTOR (NO. 6) INSULATED	LF	14,840	$0.85	$12,614.00	$0.95	$14,098.00	$0.75	$11,130.00
14	ELECTRIC CONDUCTOR (NO. 8) BARE	LF	1,134	$0.50	$567.00	$0.65	$737.10	$0.60	$680.40
15	ELECTRIC CONDUCTOR (NO. 8) INSULATED	LF	2,396	$0.62	$1,485.52	$0.75	$1,797.00	$0.65	$1,557.40
16	GROUND BOX TY A (122311) W / APRON	EA	10	$385.34	$3,853.40	$450.00	$4,500.00	$250.00	$2,500.00
17	ELECTRICAL SERVICE TYPE A (240/480)100(NS)AL(E)PS(U)	EA	4	$4,479.00	$17,916.00	$3,680.00	$14,720.00	$4,900.00	$19,600.00
18	LUMINAIRE POLE (DUAL ARM) (30' WITH 4' ARMS)	EA	140	$1,641.28	$229,779.20	$1,680.00	$235,200.00	$1,645.00	$230,300.00
19	LUMINAIRE FIXTURE (CITY STD - TY II) (250W PSMH)	EA	10	$507.37	$5,073.70	$510.00	$5,100.00	$495.00	$4,950.00
20	LUMINAIRE FIXTURE (CITY STD - TY III) (250W PSMH)	EA	228	$507.37	$115,680.36	$510.00	$116,280.00	$495.00	$112,860.00
21	LUMINAIRE FIXTURE (CITY STD - TY IV) (250W PSMH)	EA	42	$507.37	$21,309.54	$510.00	$21,420.00	$495.00	$20,790.00
22	CONTINGENCY	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Total Base Bid				**$707,230.93**		**$742,290.40**		**$774,800.00**

BID TABULATION

CHECKED AND RECEIVED BY:
BY: ZMab
DATE: 11/29/12
SHEET 2 OF 2

KIMLEY-HORN AND ASSOCIATES, INC.

OWNER: City of Frisco
JOB NO: 061123023 DATE: November 29, 2012
LOCATION AND DESCRIPTION:
SH 289 (Preston Road) Street Lighting Improvements

BIDDER 4
Durable Specialties, Inc.
PO Box 535969
Grand Prairie, Texas 75053
972-296-6334

BIDDER 5
Environmental Lighting Service , LLC
1173 109th Street
Grand Prairie, Texas 75050
800-940-5448

BIDDER 6
ACTI Contracting
1535 Snider Lane
Lucas, Texas 75002
214-383-0411

	Item	Unit	Plan Quantity	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Base Bid									
1	DRILLED SHAFT FOUNDATION (8 FT LN X 30 IN DIA)	LF	1,128	$150.00	$169,200.00	$114.00	$128,592.00	$138.00	$155,664.00
2	MOBILIZATION	LS	1	$3,017.00	$3,017.00	$5,000.00	$5,000.00	$29,200.00	$29,200.00
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$1,500.00	$6,000.00	$3,300.00	$13,200.00	$3,500.00	$14,000.00
4	CONDUIT (PVC) (SCHD 40) (2")	LF	7,912	$4.00	$31,648.00	$2.18	$17,248.16	$5.65	$44,702.80
5	CONDUIT (RM) (2")	LF	300	$22.00	$6,600.00	$46.26	$13,878.00	$19.36	$5,808.00
6	CONDUIT (PVC) (SCHD 80) (2")	LF	40	$8.00	$320.00	$1.02	$40.80	$6.25	$250.00
7	CONDUI'T (PVC) (SCHD 80) (2") (BORE)	LF	2,609	$10.00	$26,090.00	$17.27	$45,057.43	$16.45	$42,918.05
8	ELECTRIC CONDUCTOR (NO. 2) BARE	LF	2,082	$1.50	$3,123.00	$7.93	$16,510.26	$2.28	$4,746.96
9	ELECTRIC CONDUCTOR (NO. 2) INSULATED	LF	4,554	$1.50	$6,831.00	$4.35	$19,809.90	$2.42	$11,020.68
10	ELECTRIC CONDUCTOR (NO. 4) BARE	LF	11,927	$1.00	$11,927.00	$1.86	$22,184.22	$1.41	$16,817.07
11	ELECTRIC CONDUCTOR (NO. 4) INSULATED	LF	23,854	$1.00	$23,854.00	$1.53	$36,496.62	$1.56	$37,212.24
12	ELECTRIC CONDUCTOR (NO. 6) BARE	LF	7,420	$1.00	$7,420.00	$2.19	$16,249.80	$1.11	$8,236.20
13	ELECTRIC CONDUCTOR (NO. 6) INSULATED	LF	14,840	$1.00	$14,840.00	$1.56	$23,150.40	$1.29	$19,143.60
14	ELECTRIC CONDUCTOR (NO. 8) BARE	LF	1,134	$1.00	$1,134.00	$5.69	$13,633.24	$1.03	$1,168.02
15	ELECTRIC CONDUCTOR (NO. 8) INSULATED	LF	2,396	$1.00	$2,396.00	$1,356.50	$13,565.00	$1.14	$2,731.44
16	GROUND BOX TY A (122311) W / APRON	EA	10	$500.00	$5,000.00	$3,712.59	$14,850.00	$585.00	$5,850.00
17	ELECTRICAL SERVICE TYPE A (240/480)100(NS)AL(E)PS(U)	EA	4	$4,450.00	$17,800.00	$3,271.59	$13,086.36	$4,465.00	$17,860.00
18	LUMINAIRE POLE (DUAL ARM) (30' WITH 4' ARMS)	EA	140	$1,770.00	$247,800.00	$1,260.00	$176,400.00	$1,975.00	$276,500.00
19	LUMINAIRE FIXTURE (CITY STD - TY II) (250W PSMH)	EA	10	$500.00	$5,000.00	$548.00	$5,480.00	$605.00	$6,050.00
20	LUMINAIRE FIXTURE (CITY STD - TY III) (250W PSMH)	EA	228	$500.00	$114,000.00	$548.00	$124,944.00	$605.00	$137,940.00
21	LUMINAIRE FIXTURE (CITY STD - TY IV) (250W PSMH)	EA	42	$500.00	$21,000.00	$548.00	$23,016.00	$605.00	$25,410.00
22	CONTINGENCY	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00		$0.00
	Total Base Bid				**$775,000.00**		$792,392.19		**$863,229.06**

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND GROVES ELECTRICAL SERVICE, INC., FOR THE CONSTRUCTION OF PRESTON ROAD STREET LIGHTNG IMPROVEMENTS BETWEEN MAIN STREET AND US 380 IN THE CITY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement by and between the City of Frisco and Groves Electrical Service, Inc., for the construction of Preston Road Street Lighting Improvements between Main Street and US 380, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #22.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services

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

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement between the City of The Colony, and the City of Frisco concerning the maintenance of the BNSF Memorial Drive Railroad Underpass.**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Interlocal Cooperation Agreement between the the City of The Colony and the City of Frisco concerning the maintenance of the BNSF Memorial Drive Railroad Underpass.

Background Information: The Colony is constructing the extension of Memorial Drive, under the BNSF railroad and tying into existing Spring Creek Parkway, north of SH 121. As described in the Settlement Agreement with The Colony, the roadway will be constructed as a four lane divided concrete roadway with a wide median able to accommodate six lanes in the future. The project includes paving, drainage, retaining wall, a railroad underpass, traffic signals, illumination, irrigation and landscaping. Town and Country Boulevard will be extended to intersect with the extension of Memorial Drive and will be a signalized intersection. The roadway is designed and will be constructed to City of Frisco standards. City staff has reviewed the plans at each stage of project development. The Colony is expected to begin construction of the railroad bridge and retaining walls in early 2013. A separate roadway project is expected to begin construction in summer 2013.

The Interlocal Cooperation Agreement requires The Colony to assume all responsibilities for maintenance of the BNSF Memorial Drive Underpass upon completion of construction. An Underpass Agreement between BNSF, the City of The Colony, and the City of Frisco is also on the City Council agenda. Approval of the Underpass Agreement, which requires The Colony to assume all costs during construction of the BNSF underpass, is contingent on City Council approval of this Interlocal Cooperation Agreement.

Alternatives: The City Council could consider the following alternatives:

- Approval of the Interlocal Cooperation Agreement
- Deny approval of the Interlocal Cooperation Agreement and send back to staff with direction.

Financial Considerations: Through the Settlement Agreement, Interlocal Cooperation Agreement, and BNSF Underpass Agreement, The Colony is responsible for all costs associated with the construction and maintenance of the BNSF Memorial Drive Railroad Underpass.

Legal Review: The City Attorney has reviewed and approved the Interlocal Cooperation Agreement, and the City of The Colony has executed the Interlocal Cooperation Agreement.

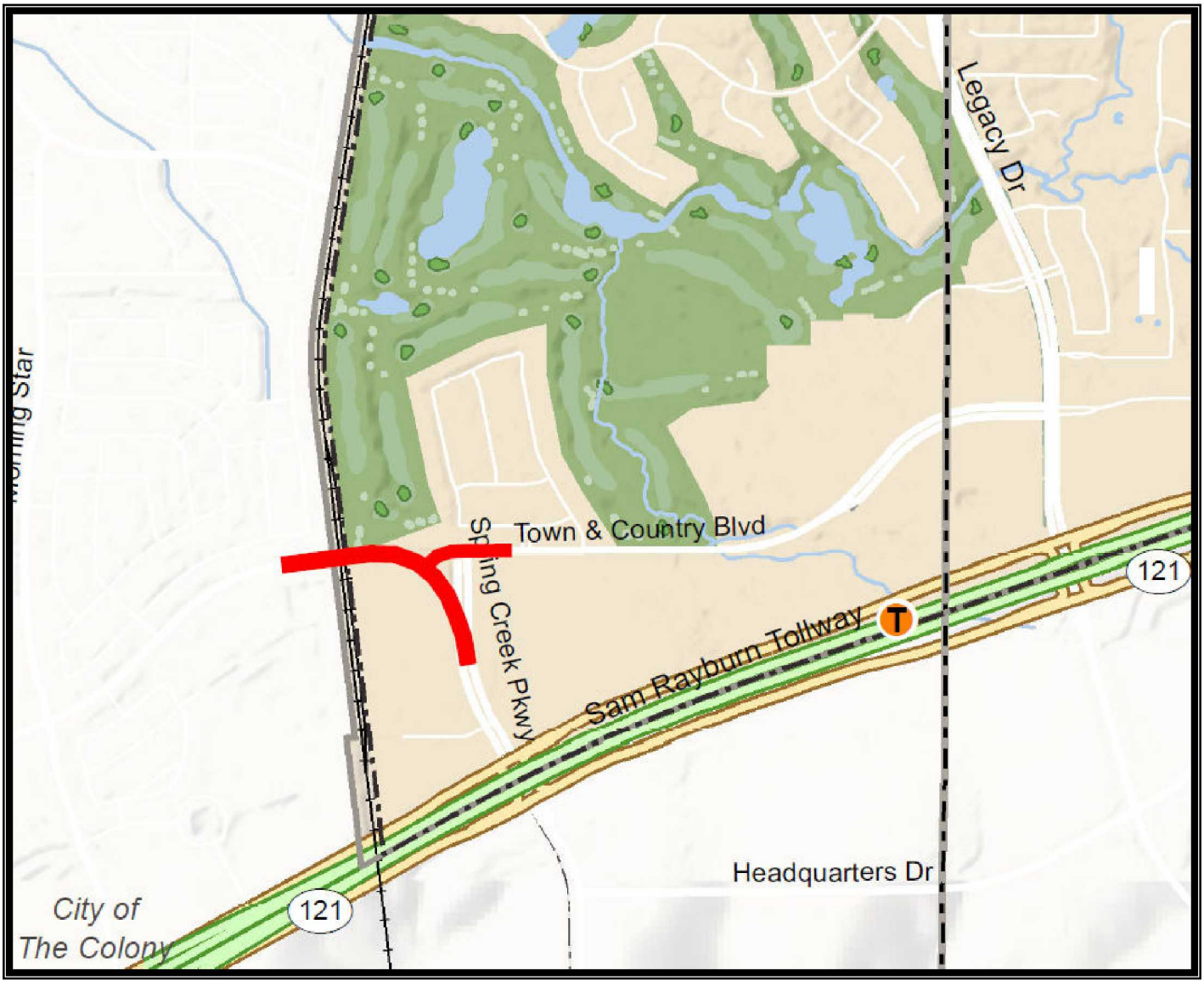
Supporting Documents: Supporting documents include the following items:

- Location Map
- Copy of Interlocal Cooperation Agreement
- Copy of Resolution

Staff Recommendation: Staff recommends approval of the Interlocal Cooperation Agreement. Staff will be available during the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Interlocal Cooperation Agreement – The City of The Colony
Memorial Drive
December 18, 2012



INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY, TEXAS AND THE CITY OF FRISCO, TEXAS CONCERNING THE MAINTENANCE OF THE BNSF MEMORIAL DRIVE UNDERPASS

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), by and between the City of The Colony, Texas, a Texas home-rule municipality (hereinafter referred to as "The Colony"), and the City of Frisco, Texas, a Texas home-rule municipality (hereinafter referred to as "Frisco").

WHEREAS, the Interlocal Cooperation Act authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, The Colony and Frisco mutually desire to be subject to the provisions of the Interlocal Cooperation Act, specifically section 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, The Colony is a duly organized municipality in Denton County, Texas, engaged in the provision of municipal and related services for the benefit of the citizens of The Colony; and

WHEREAS, Frisco is a duly organized municipality in Collin and Denton Counties, Texas, engaged in the provision of municipal and related services for the benefit of the citizens of the Frisco; and

WHEREAS, on May 28, 1998, The Colony entered into a "Stewart Creek West Regional Wastewater System Contract" (the "Stewart Creek Contract") with Frisco and the North Texas Municipal Water District (hereinafter referred to as "NTMWD"); and

WHEREAS, The Colony subsequently sued NTMWD and Frisco for various causes of action arising out the Stewart Creek Contract, involving the expansion of the North Texas Regional Wastewater System known as Stewart Creek West; and

WHEREAS, on February 25, 2010, the parties entered into a settlement agreement concerning the Stewart Creek West Regional Wastewater System Contract (the "Settlement Agreement"); and

WHEREAS, Section 7 of said Settlement Agreement provided for cooperation between The Colony and Frisco concerning the extension of Memorial Drive in The Colony, and its connection with Spring Creek Parkway in Frisco forming one continuous thoroughfare; and

WHEREAS, Section 7 of the Settlement Agreement provided that The Colony would obtain right-of-way, easements and required permitting necessary for an underpass at the BNSF railroad right-of-way located on the Property; and

WHEREAS, BNSF Railway Company, a Delaware company (hereinafter referred to as "BNSF"), The Colony, and Frisco, executed an Underpass Agreement, hereinafter defined, concerning the identified obligations of BNSF, The Colony, and Frisco concerning the construction of a new crossing at separated grades, located at railroad milepost 690.51 and designated by D.O.T. No. 675230R (hereinafter referred to as the "Memorial Drive Underpass"); and

WHEREAS, The Colony and Frisco have investigated and determined that is in the best interest of their respective cities to enter into this Agreement to address the maintenance obligations of The Colony concerning the Memorial Drive Underpass.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Colony and Frisco agree as follows:

Section 1. **Incorporation of Premises.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. **Term.** The term of this Agreement shall continue in force and effect until the Memorial Drive Underpass is removed or re-constructed, and with the prior written approval of both parties, but under no circumstances shall the term of this Agreement terminate prior to the agreement for the Memorial Drive Underpass between the parties and the BNSF ("Underpass Agreement").

Section 3. **Definitions.** The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Interlocal Cooperation Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between The Colony and Frisco.

(c) **Frisco.** The word "Frisco" means the City of Frisco, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 6101 Frisco Square Blvd., Frisco, Texas 75034.

(d) **Memorial Drive Underpass.** The words "Memorial Drive Underpass" mean the new crossing at separated grades, located at railroad milepost 690.51 and designated by D.O.T. No. 675230R, as generally depicted in ***Exhibit A*** of this Agreement which is attached hereto and incorporated herein for all purposes.

(e) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(f) **The Colony.** The words "The Colony" mean the City of The Colony, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 6800 Main Street, The Colony, Texas 75056.

Section 4. **Obligations of The Colony.** The Colony covenants and agrees with Frisco that, while this Agreement is in effect, and so long as Frisco is not in default under this Agreement, it shall comply with the following terms and conditions:

(a) The Colony shall solely maintain in good, safe repair and condition, at its sole expense and risk, the Memorial Drive Underpass, in accordance with any and all applicable standards and specifications including, but not limited to: (i) ***Exhibit A***; (ii) BNSF standards and specifications related to the construction and maintenance of an underpass; and/or (iii) the standards and specifications set forth in the Underpass Agreement. In addition to the foregoing, The Colony hereby assumes any and all responsibilities Frisco may have for the proper and adequate maintenance, repair, replacement and/or construction of the Memorial Drive Underpass, including, but not limited to, the bridge deck, piers, walls, and associated appurtenances as well as any and all obligations of Frisco contained in the Underpass Agreement. If, at any time, Frisco determines that the Memorial Drive Underpass is in need of immediate maintenance, repair, replacement and/or construction, Frisco shall advise The Colony of the same, and The Colony shall commence and complete the maintenance, repair, replacement and/or construction immediately; otherwise, maintenance, repair, replacement and/or construction shall commence within fourteen (14) days of said notice. Should The Colony fail to commence and/or complete the maintenance, repair, replacement and/or construction as requested, Frisco may, but has no obligation to, commence and/or complete the maintenance, repair, replacement and/or construction, and receive reimbursement from The Colony for all work performed. All operation, maintenance, repairs, replacement, and/or construction related to the Memorial Drive Underpass shall be accomplished in a manner so as to cause no interference with railroad use.

(b) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by The Colony and thereafter diligently prosecuted to completion.

(c) Consistent with Section 791.011(d)(3) of the Texas Government Code, any expenses

incurred by The Colony in the performance of its obligations under this Agreement shall be made from current revenues available to The Colony. It is understood and agreed that the funding for the Term set forth above has been approved and will be appropriated by The Colony.

Section 5. **Obligations of Frisco.** Frisco covenants and agrees with The Colony that, while this Agreement is in effect, and so long as The Colony is not in default under this Agreement, it shall comply with the following terms and conditions:

(a) Frisco shall allow access to and cooperate on traffic control for maintenance operations of the Memorial Drive Underpass.

Section 6. **Default.** In the event of default of the obligations of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, and pursue any all rights and/or remedies available to it in law and in equity. The written notice shall be mailed to the below-noted addresses via U.S. certified mail, postage prepaid and return receipt requested, and the date of mailing shall be deemed the date of the postmark.

Section 7. **Miscellaneous Provisions.** The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Attorney's Fees.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the

signatories upon execution by all signatories hereto. The Colony warrants and represents that the individual executing this Agreement on behalf of The Colony has full authority to execute this Agreement and bind The Colony to the same. Frisco warrants and represents that the individual executing this Agreement on Frisco's behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

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

(j) **Indemnification Clause. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

(k) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service,

postage prepaid, certified with return receipt requested, and addressed as follows:

if to The Colony:	The City of The Colony, Texas 6800 Main Street The Colony, Texas 75056 Attn: City Manager Telephone: (972) _____ Facsimile: (972) _____
if to Frisco:	The City of Frisco, Texas 6101 Frisco Square Blvd. Frisco, Texas 75034 Attn: City Manager Telephone: (972) _____ Facsimile: (972) _____

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(m) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(n) **Sovereign Immunity**. Neither Party has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

APPROVED by The City Council of The City of The Colony, Texas, in its meeting held on the 4 day of Dec., 2012, and executed by its authorized representative.

CITY OF THE COLONY, TEXAS
A Texas home-rule municipality

By: _____
Joe McCourry, Mayor

ATTEST:

_____
Christie Wilson, City Secretary

APPROVED AS TO FORM:

_____
Jeff Moore, City Attorney

APPROVED by The City Council of The City of Frisco, Texas, in its meeting held on the _____day of _____, 2012, and executed by its authorized representative.

CITY OF FRISCO, TEXAS
A Texas home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Courtney A. Kuykendall, City Attorney

Exhibit A

Depiction and Description
of
Memorial Drive Underpass

(Seven (7) Pages)

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

FIELD NOTE DESCRIPTION

BEING an 18,175 square foot (0.417 acre) tract of land situated in the William G. Garvin Survey, Abstract Number 453, Denton County, Texas, and being part of Burlington Northern Santa Fe Railroad (BNSFRR) right-of-way in Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the common west line of said BNSFRR, a 100-foot right-of-way, and the east line of Legend Bend Phase II, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet R, Page 4 of the Plat Records of Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the southeast of said Legend Bend Phase II tract and in the existing north line of Memorial Drive, a 120-foot right-of-way, bears South 07°01'02" East a distance of 22.91 feet;

THENCE North 82°57'29" East departing said common line a distance of 100.00 feet to the common east line of said BNSFRR and the west line of a certain tract of land conveyed to Stonebriar Country Club Joint Venture, as evidenced by deed recorded in Volume 4439, Page 37 of the Deed Records of Denton County, Texas, also being the west line of Lot 2, Block A of Stonebriar / Westin Addition, an addition to the City of Frisco, as evidenced by plat recorded in Cabinet T, Page 376 of said Plat Records;

THENCE South 07°01'02" East along said common line at a distance of 43.67 feet pass a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the northwest corner of a certain tract of land conveyed to Texas Department of Public Safety (TDPS) as evidenced by deed recorded in Document Number 93-0093814 of said Deed Records, continuing at a distance of 66.10 feet pass a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the common southwest corner of said TDPS tract and the northwest corner of a certain tract of land called Tract 1 conveyed to Texas Industries, Inc. as evidenced by deed recorded in Document Number 94-0011703 of said Deed Records, in all a total distance of 181.75 feet;

THENCE South 82°57'29" West departing said east line of said BNSFRR a distance of 100.00 feet to the common west line of said BNSFRR and the east line of The Cascades at the Legends Phase 2, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet Y, Page 421 of said Plat Records;

THENCE North 07°01'02" West along said common line at a distance of 38.84 feet pass a 1/2-inch iron rod with cap stamped "Pacheco Koch" found for the northeast corner of said The Cascades at the Legends Phase 2 and in the existing south line of Memorial Drive, in all a total distance of 181.75 feet to the **POINT OF BEGINNING**;

CONTAINING within the metes recited 18,175 square feet or 0.417 acre of land, more or less.

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

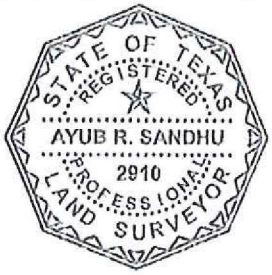
FIELD NOTE DESCRIPTION

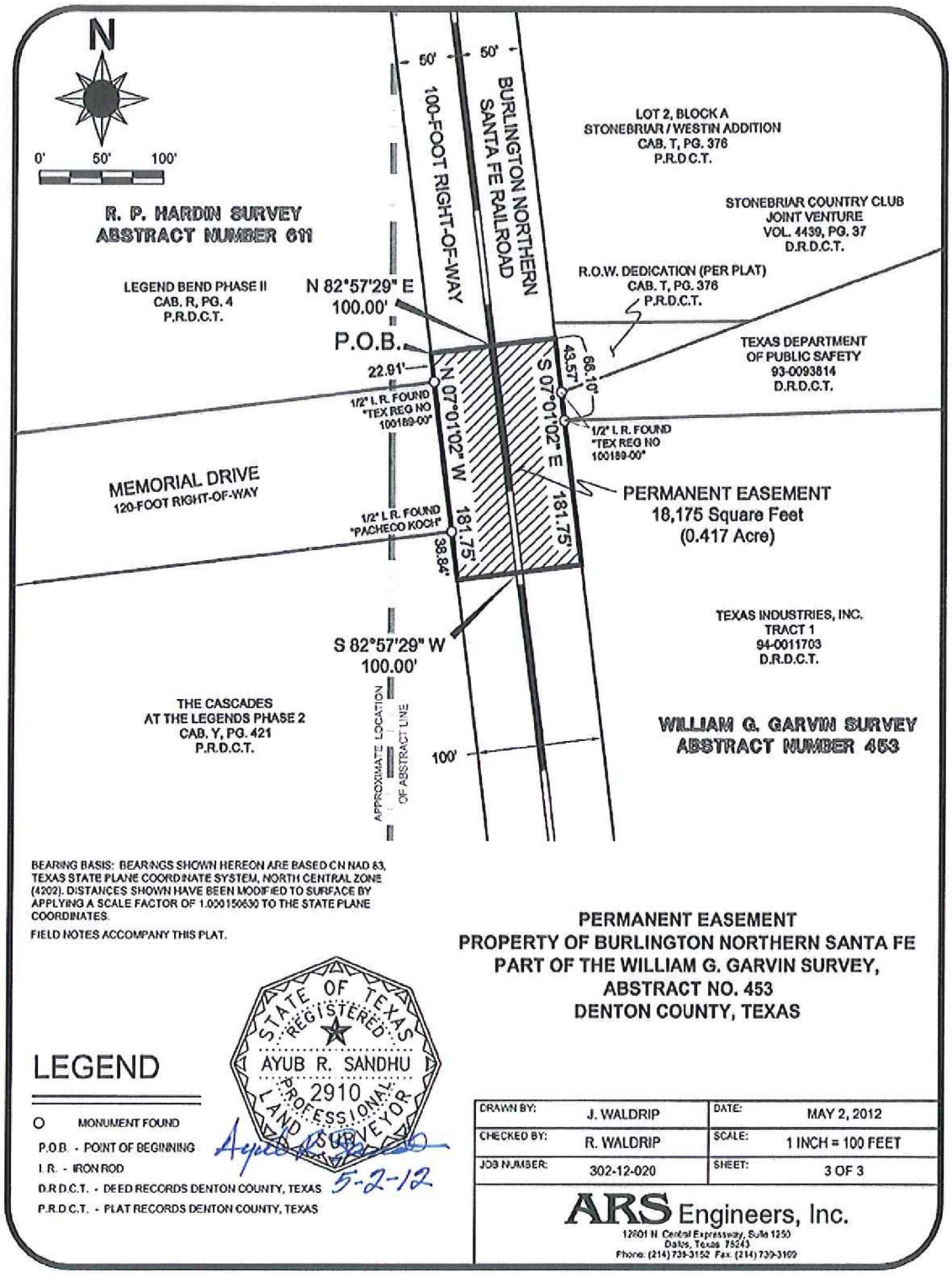
Bearings are based on NAD 83, Texas State Plane Coordinate System, North Central Zone (4202). Distances have been scaled to surface values using a surface adjustment factor of 1.000150630.

A plat of survey accompanies these field notes.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon is based upon an actual survey made on the ground under my supervision.

Ayub R. Sandhu 5-2-12
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





BEARING BASIS: BEARINGS SHOWN HEREON ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.000150630 TO THE STATE PLANE COORDINATES.

FIELD NOTES ACCOMPANY THIS PLAT.

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
PART OF THE WILLIAM G. GARVIN SURVEY,
ABSTRACT NO. 453
DENTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
AYUB R. SANDHU
2910
PROFESSIONAL
LAND SURVEYOR

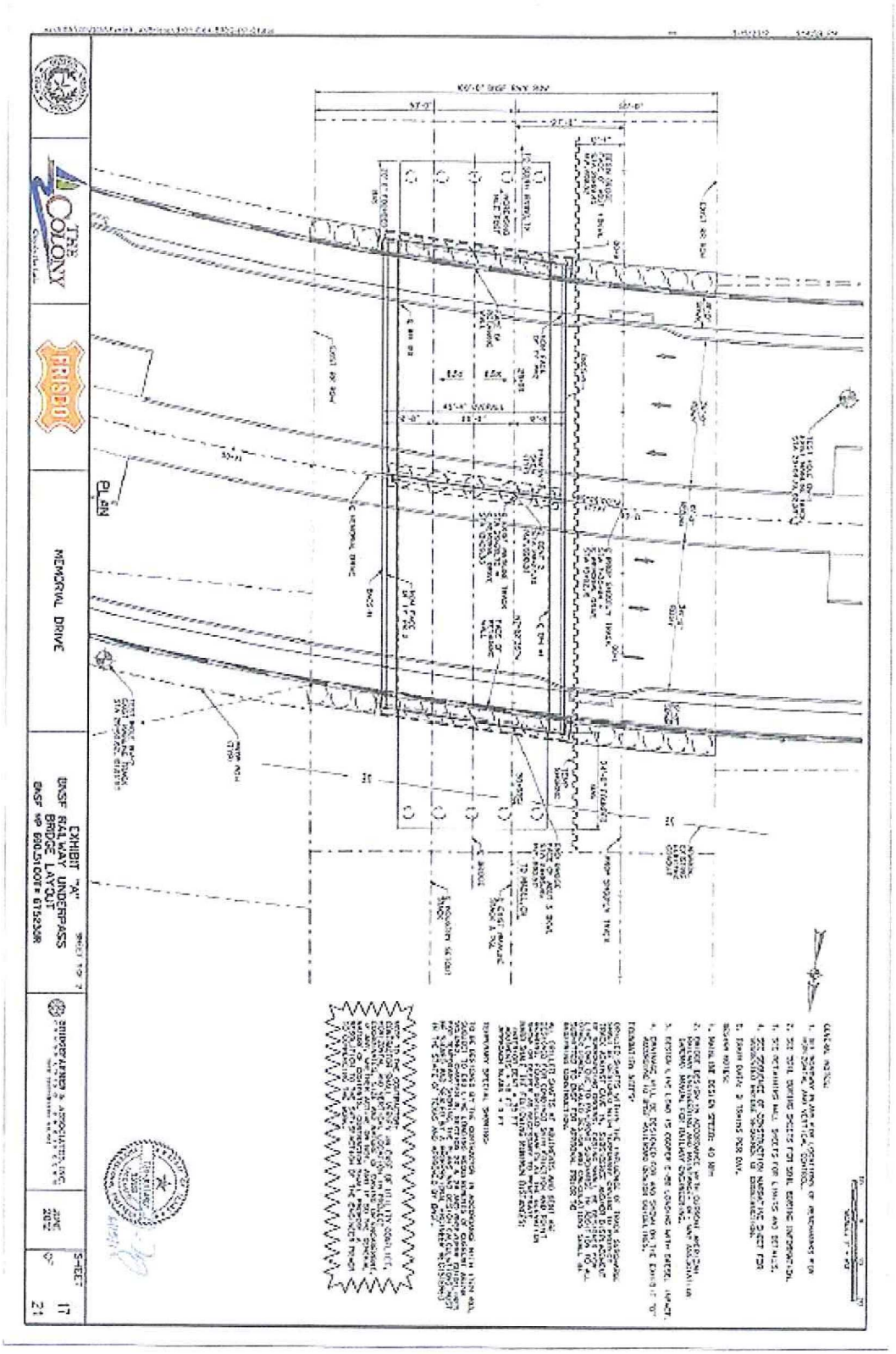
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LEGEND

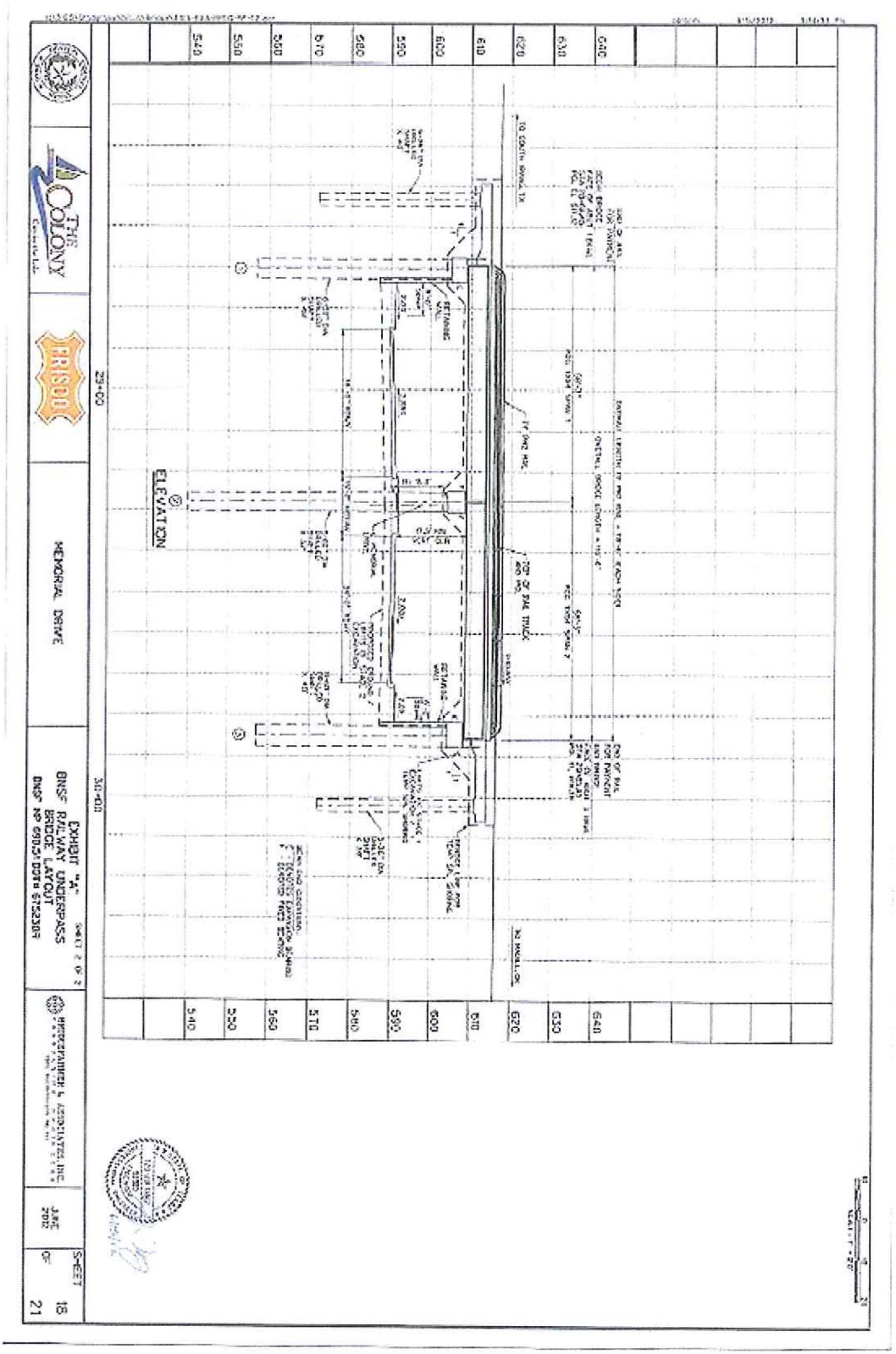
O MONUMENT FOUND
P.O.B. - POINT OF BEGINNING
I.R. - IRON ROD
D.R.D.C.T. - DEED RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T. - PLAT RECORDS DENTON COUNTY, TEXAS

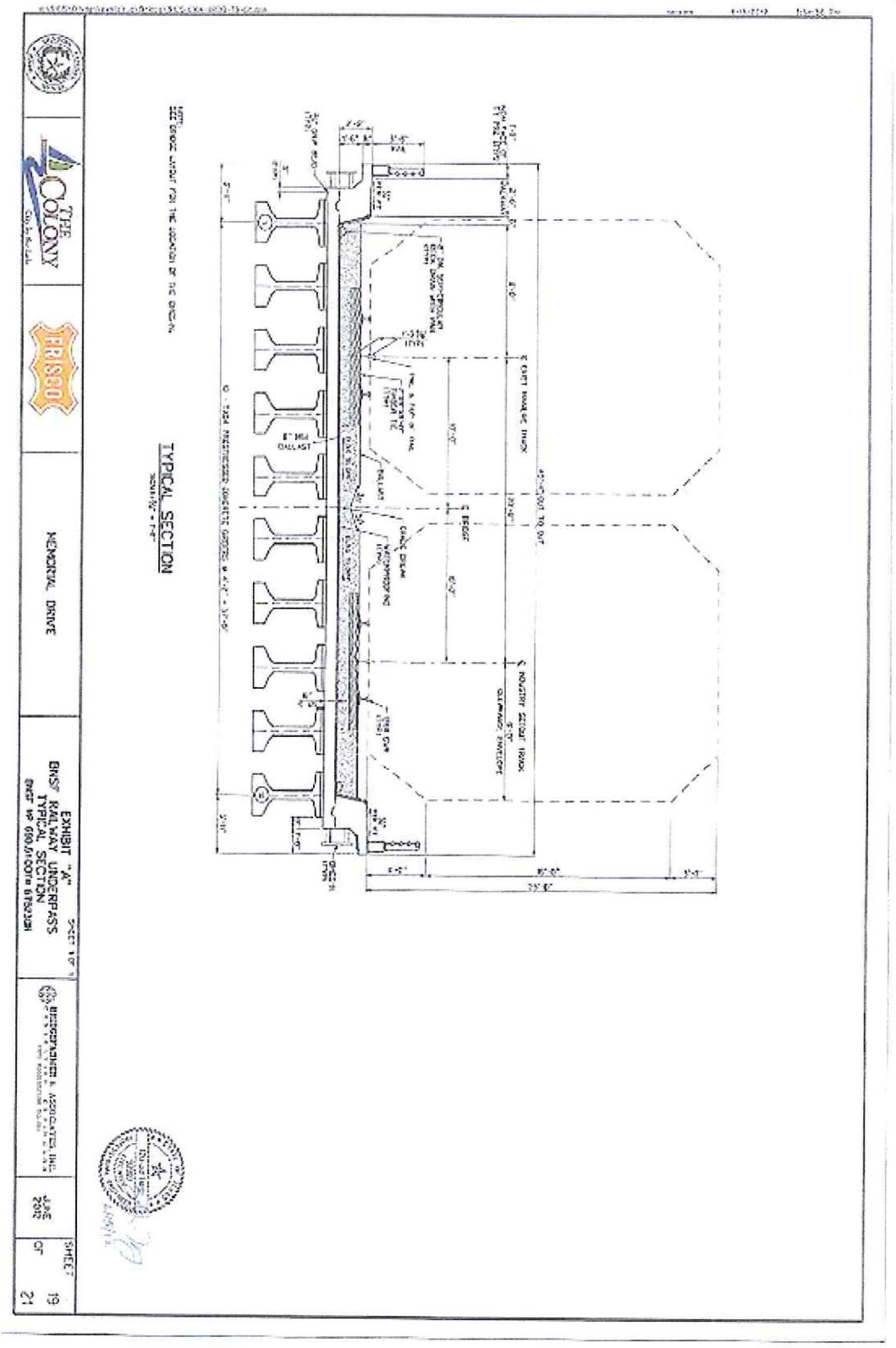
DRAWN BY:	J. WALDRIP	DATE:	MAY 2, 2012
CHECKED BY:	R. WALDRIP	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	302-12-020	SHEET:	3 OF 3

ARS Engineers, Inc.
12801 N Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

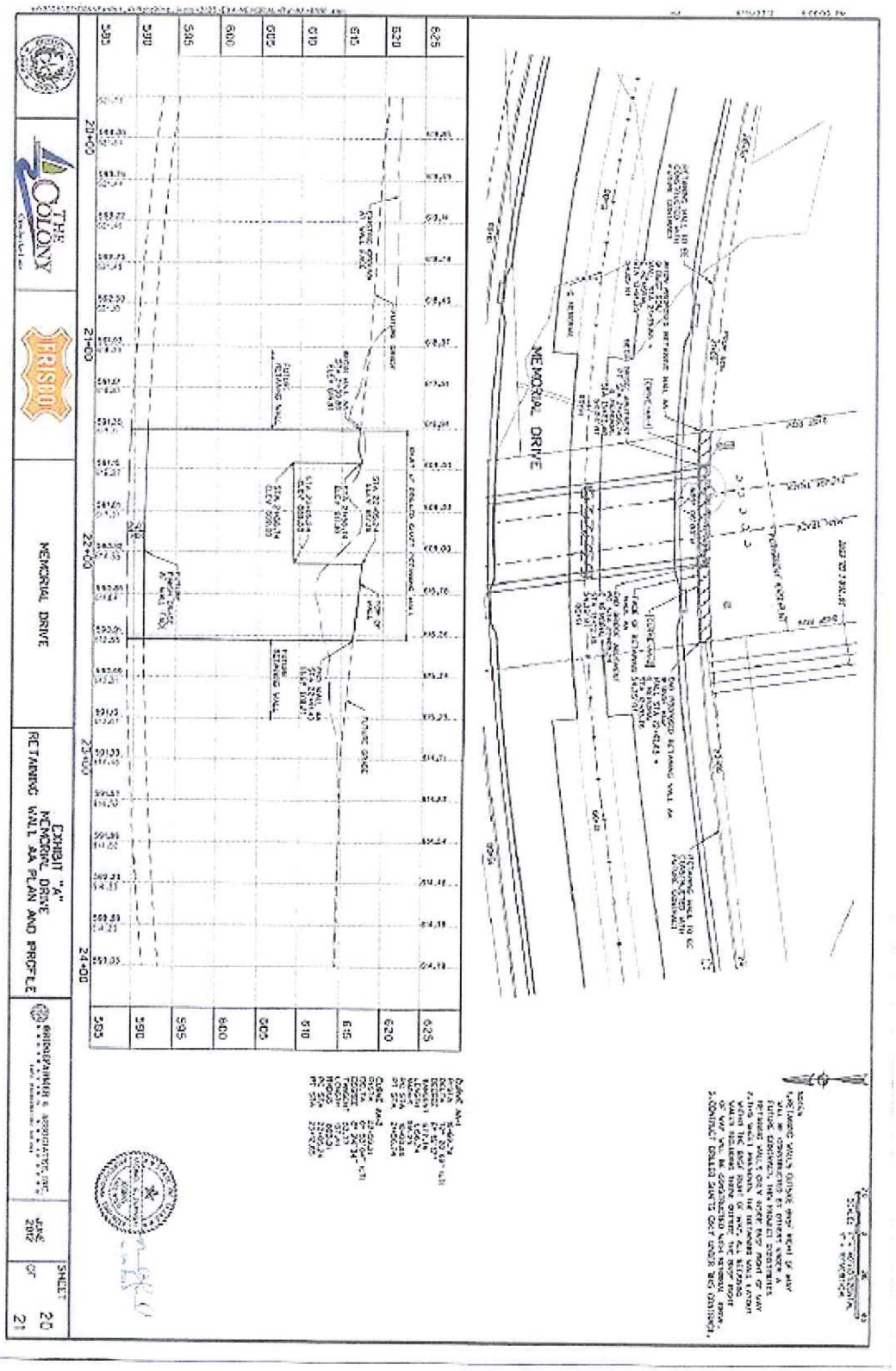


Interlocal Agreement – BNSF Memorial Drive Underpass
City of The Colony, Texas – City of Frisco, Texas
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THE COLONY
FRISCO
MEMORIAL DRIVE
BNSF RAILWAY UNDERPASS
BRIDGE LAYOUT
ELEVATION
JUNE 2012
SHEET 18 OF 21



Interlocal Agreement – BNSF Memorial Drive Underpass
City of The Colony, Texas – City of Frisco, Texas
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THE COLONY
FRISCO
MEMORIAL DRIVE
EXHIBIT "A"
MEMORIAL DRIVE
WALL AA PLAN AND PROFILE
RETAINING
JUNE 2012
SHEET
20
OF
21
MEMORIAL DRIVE
20+00
21+00
22+00
23+00
24+00
505
590
595
600
605
610
615
620
625

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY AND THE CITY OF FRISCO CONCERNING THE MAINTENANCE OF THE BNSF MEMORIAL DRIVE RAILROAD UNDERPASS; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Interlocal Cooperation Agreement between the City of The Colony and the City of Frisco, Texas concerning the maintenance of the BNSF Memorial Drive Railroad Underpass, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #23.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering Services

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

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Underpass Agreement by and between the BNSF Railway Company (BNSF), the City of The Colony, and the City of Frisco for the construction of the BNSF Memorial Drive Railroad Underpass contingent upon approval of the Interlocal Cooperation Agreement with The Colony.**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Underpass Agreement by and between the BNSF Railway Company (BNSF), the City of The Colony and the City of Frisco for the construction of the BNSF Memorial Drive Railroad Underpass contingent upon approval of the Interlocal Cooperation Agreement with The Colony.

Background Information: Although the Memorial Drive project will be constructed by The Colony, the BNSF railroad tracks are located within the city limits of Frisco; therefore, BNSF requires that both parties be included in the Underpass Agreement. The Colony will be responsible for the cost of the materials needed by the railroad to construct tracks on the new bridge. In addition, The Colony will be responsible for the costs of safety flaggers required by BNSF when work is ongoing in BNSF right of way.

An Interlocal Cooperation Agreement with The Colony is also on the City Council Agenda. The Interlocal Cooperation Agreement requires The Colony to assume all responsibilities for maintenance of the BNSF Memorial Drive Underpass upon completion of construction. Approval for the City Manager to execute the Underpass Agreement is contingent upon City Council approval of the Interlocal Cooperation Agreement.

Alternatives: The City Council could consider the following alternatives:

- Approval of the Underpass Agreement contingent upon approval of the Interlocal Cooperation Agreement with The Colony.
- Deny approval of the Underpass and/or Interlocal Cooperation Agreement and send back to staff with direction.

Financial Considerations: Through the Settlement Agreement and Interlocal Cooperation Agreement with The Colony, The Colony is responsible for all costs associated with the Underpass Agreement.

Legal Review: The City Attorney has reviewed and approved the Underpass Agreement, and The Colony has executed the Underpass Agreement.

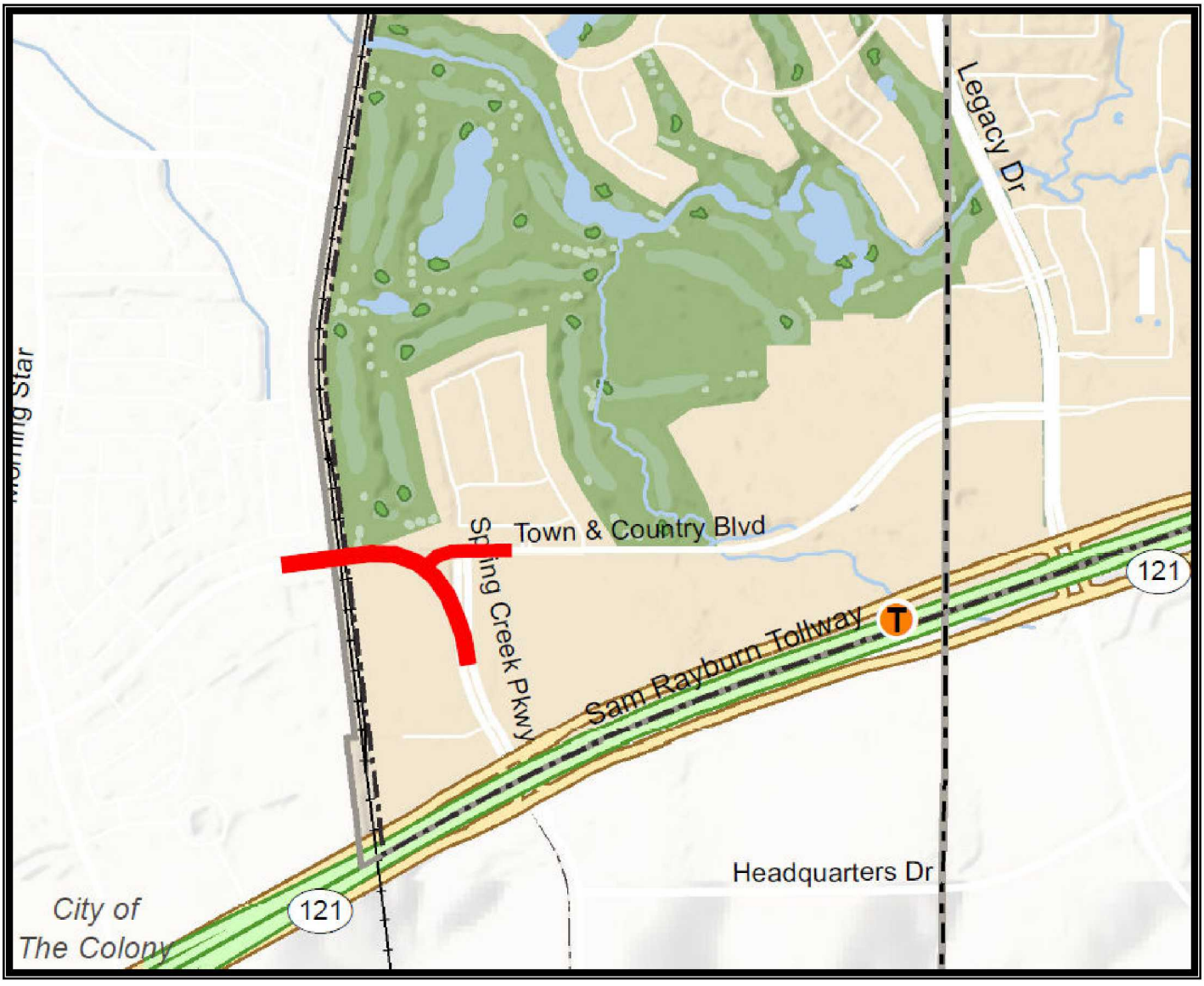
Supporting Documents: Supporting documents include the following items:

- Location Map
- Copy of Underpass Agreement
- Resolution

Staff Recommendation: Staff recommends approval of the Underpass Agreement contingent upon approval of the Interlocal Cooperation Agreement with The Colony. Staff will be available during the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

BNSF Underpass Agreement
Memorial Drive
December 18, 2012



UNDERPASS AGREEMENT

BNSF Contract No. BF10003206
Memorial Drive Underpass
U.S. D.O.T. No. 675230R
LS 1046, MP 690.51
Madill Subdivision

This Agreement **("Agreement")**, is executed to be effective as of **November 29, 2012** **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")**, the City of The Colony, Texas, a political subdivision of the State of Texas **("Agency")**, and the City of Frisco, Texas, a political subdivision of the State of Texas **("City of Frisco")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Frisco, State of Texas;

WHEREAS, Agency and the City of Frisco desire to construct a new crossing at separated grades to be known as the Memorial Drive Underpass located at railroad milepost 690.51 and designated by D.O.T. No. 675230R.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the proposed Memorial Drive Underpass (hereinafter referred to as the **"Structure"**), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. During construction of the Structure, vehicular traffic will be excluded from the use of Memorial Drive across BNSF Right of Way and rail traffic will be temporarily relocated on a shoofly in the existing BNSF Right of Way. Additionally, temporary controls during construction must be in compliance with the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. In consideration of the faithful performance of the Agency's covenants contained herein, BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit B, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

(b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure.

(d) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

Prior to commencing any work on BNSF's property or right-of-way, the Agency must pay BNSF the sum of seventy-six thousand seven hundred dollars and no cents ($76,700.00) as compensation for the Temporary Construction License plus a two thousand dollars and no cents ($2,000.00) Administrative Fee. The Administrative Fee will cover the processing of the Temporary Construction License and the Easement. The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) **twenty-four (24)** months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under

the Temporary Construction License, to use the Structure. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon receiving the payment from the Agency described in the subsequent sentence and provided Agency is in compliance with the terms and conditions of this Agreement, BNSF will grant to the Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. The Agency must pay BNSF the sum of seventy-two thousand seven hundred dollars and no cents ($72,700.00) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 17 of this Agreement. The Easement will be in the name of the Agency. If the Agency fails to pay BNSF within the thirty (30) day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project;

(e) Providing a contract project inspector, at Agency's expense, to serve as a project manager for the Project;

(f) Removal and replacement of main track as shown on the Exhibit A;

(i) Construction of a shoo-fly track as shown on the Exhibit A.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. The Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of 0.0330% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Four (4) sets of said plans (reduced size 11" x 17"), together with two (2) copies of calculations,

and two (2) copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

4. Agency must acquire all rights of way necessary for the construction of the Project.

5. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project..

6. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

(a) Construction of the Structure;

(b) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(c) Placement of twelve inches (12") of sub ballast and on all track roadbeds for the shoo-fly and for the permanent replacement of the main track;

(d) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a

layer of crushed rock ballast (not to exceed six (6") inches in thickness) on the deck of the Structure;

(e) Provide suitable drainage, both temporary and permanent;

(f) Installation of a handrail and/or concrete combination on the outside barrier of the Structure; and

(g) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

7. Agency must apply and maintain said D.O.T. Crossing number 675230R in a conspicuous location on the Structure.

8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency or the City of Frisco, Agency or the City of Frisco shall require the subcontractors to execute the Exhibit C and C-1 documents. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency or City of Frisco employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

11. Agency or its contractor(s) must submit four (4) copies of any plans (including two (2) sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for approval two (2) copies of a professionally engineered demolition plan with applicable calculations to BNSF's Manager of Public Projects.

12. Agency must include the following provisions in any contract with its provider(s) performing work on said Project ("Provider"):

(a) The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF's Engineering Representative **Roadmaster (Chris Vega) at office # 817-352-2548, cell # 254-299-7626 or christopher.vega@bnsf.com**, BNSF's Signal Representative **Signal Construction Supervisor (Dwayne Tiffin) at office # 817-740-7384, cell # 817-296-8042, or dwayne.tiffin@bnsf.com** and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(c) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.

(d) **IN ADDITION TO THE LIABILITY TERMS CONTAINED ELSEWHERE IN THIS AGREEMENT, THE PROVIDER HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF FOR, FROM AND AGAINST ALL COST, LIABILITY, AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS AND EXPENSES) ARISING OUT OF OR IN ANY WAY CONTRIBUTED TO BY ANY ACT OR OMISSION OF PROVIDER, ITS SUBCONTRACTORS, AGENTS AND/OR EMPLOYEES THAT CAUSE OR IN ANY WAY OR DEGREE CONTRIBUTE TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY LINES BY PROVIDER, AND/OR ITS SUBCONTRACTORS, AGENTS AND/OR EMPLOYEES, ON BNSF'S PROPERTY OR WITHIN BNSF'S RIGHT-OF-WAY, (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS**

CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON BNSF'S PROPERTY OR WITHIN BNSF'S RIGHT-OF-WAY, AND/OR (3) ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE BY, OR LOSS OF SERVICE BY A CUSTOMER OR USER OF SUCH TELECOMMUNICATION COMPANY(IES). THE LIABILITY ASSUMED BY PROVIDER WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

13. Agency must require compliance with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-I, attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's engineering representative (roadmaster) four (4) weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a

change in work windows shall be accounted for in the contractor's expenses for the Project.

(e) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF AND THE CITY OF FRISCO, THEIR AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF CITY OF FRISCO, BNSF, ITS AGENTS, SERVANTS,**

EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF OR CITY OF FRISCO.

17. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the BNSF Manager of Public Projects.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a

manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Gordon Scruggs Director of Engineering Engineering Department 6800 Main Street The Colony, TX 75056 Phone: 972-877-0740 Fax: 972-624-2317	City of Frisco City Engineer Engineering Services Department 6101 Frisco Square Boulevard Frisco, TX 75034 Phone: 972-292-5431 Fax: 972-292-5016

5. Agency must supervise and inspect the operations of all Agency contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify

Gordon Scruggs Director of Engineering Engineering Department 6800 Main Street The Colony, TX 75056 Phone: 972-877-0740 Fax: 972-624-2317	City of Frisco City Engineer Engineering Services Department 6101 Frisco Square Boulevard Frisco, TX 75034 Phone: 972-292-5431 Fax: 972-292-5016

for appropriate corrective action.

6. INTENTIONALLY LEFT BLANK.

7. Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

8. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

9. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

10. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 675230R and must state the time that construction activities will begin.

11. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF, City of Frisco, and Agency agree to the following terms upon completion of construction of the Project:

(a) BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed, track, any access gates installed pursuant to the Project, railroad drainage, and all other railroad facilities.

(b) The **City of Frisco** will own and the **Agency** will maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify the Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify the Agency at its earliest opportunity. The **Agency** must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).

(c) The Agency must, at the Agency's sole cost and expense, keep the Structure free from graffiti.

(d) The Agency must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement.

(e) Agency agrees to reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 14.

(f) The City of Frisco must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

(g) It is expressly understood by Agency, the City of Frisco, and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

(h) The Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

(i) If the Agency (including its contractors and agents) or BNSF, on behalf of the Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then the Agency or its contractors and/or agents must procure and maintain the following insurance coverage:

Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

As used in this paragraph, "***Railroad***" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy **if available** to Agency or its contractors. The limits of coverage are the same as above..

12. The City of Frisco hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from the City of Frisco's property to BNSF tracks for maintenance purposes.

13. Agency must provide one set of as built plans (prepared in **English Units)** to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

14. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article III, Section 9 above, the Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, the Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. The Agency will be responsible for its contractor(s) compliance with such obligations.

15. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be the sole responsibility of BNSF.

16. The City of Frisco may, at the City's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's

prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement.

17. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Texas and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

18. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

19. In the event construction of the Project does not commence within twelve (12) months of the Effective Date, this Agreement will become null and void.

20. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

21. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

22. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, Agency, and the City of Frisco with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

23. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:
BNSF's Manager of Public Projects
5800 North Main Street
Fort Worth, Texas 76179

Agency:
Director of Engineering
Engineering Department
6800 Main Street
The Colony, TX 75056

City of Frisco:
City of Frisco
City Manager
6101 Frisco Square Boulevard
Frisco, TX 75034

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

_____

AGENCY:
CITY OF THE COLONY

By: Joe McCourry

Printed Name: Joe McCourry

Title: Mayor

WITNESS:

Lisa Henderson, Deputy

CITY OF FRISCO

By: _____

Printed Name: _____

Title: _____

WITNESS:

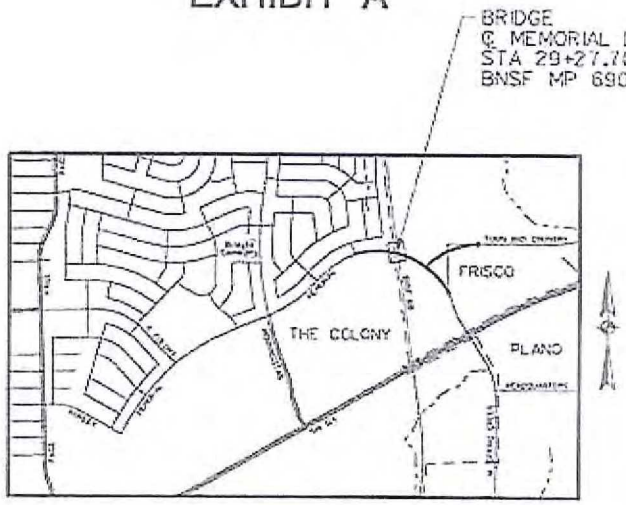
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DENTON COUNTY
ENGINEERING PLANS

BRIDGE & RAILROAD IMPROVEMENTS
FOR

MEMORIAL-BNSF UNDERPASS BRIDGE

EXHIBIT "A"



PROJECT LOCATION MAP
N.T.S.

BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
TBPE REGISTRATION NO. 264

SHEET NO.	SHEET SET NO.	TITLE
I. GENERAL		
1	1 OF 1	EXHIBIT "A" TITLE SHEET
2	1 OF 1	EXHIBIT "A" INDEX OF SHEETS
3	1 OF 1	EXHIBIT "A" BNSF GENERAL NOTES
4	1 OF 2	EXHIBIT "A" MEMORIAL DRIVE PROJECT GENERAL NOTES
5	2 OF 2	EXHIBIT "A" MEMORIAL DRIVE PROJECT GENERAL NOTES
6	1 OF 3	EXHIBIT "A" BRIDGE CONSTRUCTION GENERAL NOTES
7	2 OF 3	EXHIBIT "A" BRIDGE CONSTRUCTION GENERAL NOTES
8	3 OF 3	EXHIBIT "A" BRIDGE CONSTRUCTION GENERAL NOTES
9	1 OF 1	EXHIBIT "A" BRIDGE CONSTRUCTION SEQUENCING
10	1 OF 3	EXHIBIT "A" BNSF TRACK TYPICAL SECTIONS
11	2 OF 3	EXHIBIT "A" BNSF TRACK TYPICAL SECTIONS
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II. RAILROAD AND SHOOFLY DETAILS		
13	1 OF 3	EXHIBIT "A" HORIZONTAL ALIGNMENT DATA
14	1 OF 2	EXHIBIT "A" SHOOFLY PLAN AND PROFILE
15	2 OF 2	EXHIBIT "A" SHOOFLY PLAN AND PROFILE
III. BNSF RAILWAY UNDERPASS		
16	1 OF 3	EXHIBIT "A" BNSF RAILWAY UNDERPASS BORING LOGS
17	1 OF 2	EXHIBIT "A" BNSF RAILWAY UNDERPASS BRIDGE LAYOUT
18	2 OF 2	EXHIBIT "A" BNSF RAILWAY UNDERPASS BRIDGE LAYOUT
19	1 OF 1	EXHIBIT "A" BNSF RAILWAY UNDERPASS BRIDGE TYPICAL SECTION
IV. RETAINING WALLS		
20	1 OF 1	EXHIBIT "A" MEMORIAL DRIVE RETAINING WALL AA PLAN AND PROFILE
21	1 OF 1	EXHIBIT "A" MEMORIAL DRIVE RETAINING WALL AB PLAN AND PROFILE

MICHAEL G. PEARSON 80845 LICENSED PROFESSIONAL ENGINEER

	THE COLONY	FRISCO	MEMORIAL DRIVE	SHEET 1 OF 1 EXHIBIT "A" INDEX OF SHEETS	BRIDGEFARMER & ASSOCIATES, INC. CONSULTING ENGINEERS	JUNE 2012	SHEET 2 OF 21

RAILROAD GENERAL NOTES

RAILROAD

THE DFWT RAILWAY COMPANY IS HEREINAFTER REFERRED TO AS THE "RAILROAD".

NOTIFICATION OF WORK

THE CONTRACTOR IS REQUIRED TO GIVE THE RAILROAD AT LEAST 30 WORKING DAYS ADVANCE NOTICE, IN WRITING, BEFORE ANY WORK IS STARTED ON THE SITE. TO AVOID HAZARDS, THE RAILROAD MAY HAVE A REPRESENTATIVE PRESENT, IF DEEMED NECESSARY, FOR THE PURPOSE OF INSPECTION AND THE ISSUANCE OF ANY APPROPRIATE INSTRUCTIONS FOR RAILWAY OPERATIONS DURING THE CONSTRUCTION OF THIS WORK PACKAGE AS IT RELATES TO THE RAILROAD.

THE CONTRACTOR SHALL NOTIFY THE RESPONSIBLE PERSONNEL AT:

BNSF RAILWAY COMPANY

MS. TIM RUFF
BNSF RAILWAY COMPANY
MANAGER PUBLIC PROJECTS
2000 NORTH MAIN STREET
DENTON, TX 76205
TELEPHONE: 817-332-2002

THE CITY OF THE COLONY

MR. DUDLEY ST. CLAIR
CITY INSPECTOR
TELEPHONE: 972-877-0531

PROTECTION OF RAILROAD TRACK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE RAILROAD TRACK DET DURING ALL CONSTRUCTION OPERATIONS.

FLAGGING AND INSURANCE

FLAGGING AND INSURANCE SHALL BE PROVIDED AS REQUIRED BY THE CITIES OF THE COLONY AND FRISCO FOR WORK NEAR A RAILROAD TRACK AND AS STATED IN THE RAILROAD CONTRACTOR'S RIGHT OF ENTRY AGREEMENT. THE RAILROAD, AT IT'S DISCRETION, SHALL PROVIDE FLAGGING FOR THE RAILROAD DURING CONSTRUCTION OPERATIONS.

THE CONTRACTOR IS REQUIRED TO REIMBURSE THE RAILROAD FOR FLAGGING SERVICES PROVIDED.

THE CONTRACTOR SHALL ALSO FURNISH SATISFACTORY EVIDENCE TO THE CITIES OF THE COLONY AND FRISCO THAT HE HAS PROVIDED INSURANCE OF THE KINDS AND AMOUNTS AS SPECIFIED BY CITIES OF THE COLONY AND FRISCO FOR RAILROAD INSURANCE AND IN THE RAILROAD CONTRACTOR'S RIGHT OF ENTRY AGREEMENT.

THE CONTRACTOR WILL BE REQUIRED TO ENTER INTO A CONTRACTOR'S RIGHT OF ENTRY AGREEMENT WITH THE RAILROAD BEFORE CONTRACTOR IS ALLOWED ON THE RAILROADS' RIGHT-OF-WAY.

CONTACTOR MEETING

PRIOR TO WORKING ON THE RAILROADS' RIGHT-OF-WAY OR IN THE VICINITY OF RAILROAD'S TRACKS, CONTACT MUST BE MADE WITH THE LOCAL MANAGER OF TRACK MAINTENANCE FOR THE RAILROAD TO COORDINATE HIS WORK. IT IS VITAL THAT THE RAILROAD MANAGER OF TRACK MAINTENANCE BE CONTACTED PRIOR TO GETTING ON THE RAILROAD PROPERTY.

SHEETING AND SHORING

SHEETING AND SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. DESIGN CALCULATIONS AND DRAWINGS SHALL BE SUBMITTED TO CITIES OF THE COLONY AND FRISCO AND THE RAILROAD FOR APPROVAL PRIOR TO CONSTRUCTION. THE LIMITS OF THE SHEETING AND SHORING ARE TO BE DETERMINED BY THE CONTRACTOR. SHEETING AND SHORING SHALL COMPLY WITH THE REQUIREMENTS OF THE RAILROADS' GUIDELINES FOR TEMPORARY SHORING" PUBLISHED OCTOBER 25, 2004. ALL COST OF SHEETING AND SHORING TO BE INCLUDED IN THE PRICE BID FOR STRUCTURAL EXCAVATION.

THE CONTRACTOR SHALL ALLOW A MINIMUM OF 6 WEEKS FOR REVIEW BY THE RAILROAD.

INTERFERENCE WITH RAILROAD STRUCTURES IN THE VICINITY

ZONE IMPACTS WITH EXISTING STRUCTURES & RAILROAD RIGHT-OF-WAY MAY BE EXPECTED WITH THIS WORK. STRUCTURES WHICH MIGHT CONFLICT WITH SHORELY SHALL BE REMOVED OR RELOCATED BY CONTRACTOR OR RAILROAD AS DETERMINED AND APPROVED BY RAILROAD. THE RAILROAD WILL REMOVE OR RELOCATE ALL RAILROAD SIGNAL EQUIPMENT WHICH MIGHT CONFLICT WITH SHORELY CONSTRUCTION.

CONSTRUCTION OF NEW TRACKS

THE RAILROAD WILL INSTALL BALLAST, TIES, RAIL AND FASTENINGS ON MAIN LINE/SHORELY CONNECTIONS. CONTRACTOR WILL CONSTRUCT SUBGRADE AND INSTALL SUBBALLAST FOR ENTIRE SHORELY. RAILROAD WILL INSTALL BALLAST, TIES, RAIL AND FASTENINGS ON ALL TRACKS.

ALL TRACKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE RAILROADS' STANDARDS WHERE SUCH STANDARDS ARE APPLICABLE.

SUBBALLAST SHALL BE ROCK CRUSHED STONE MEETING QUALITY REQUIREMENTS OF AASHTO DESIGNATION M 147 AND APPROVED BY RAILROADS ENGINEER. APPROVED SUBBALLAST SHALL MEET THE FOLLOWING REQUIREMENTS:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1½"	100
¾"	60-85
⅜"	0-40
No. 4	0-25
No. 8	0-10
No. 200	0-3

PER AASHTO LATEST REVISION

UTILITIES

THE INFORMATION SHOWN ON THESE PLANS CONCERNING TYPES AND LOCATIONS OF UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE TO MAKE THE DETERMINATIONS AS TO TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL VERIFY LOCATION OF UTILITIES BY CONTACTING OWNERS OF UTILITIES IN ADVANCE OF CONSTRUCTION OPERATIONS.

COORDINATION WITH BNSF RAILWAY COMPANY

THE CONTRACTOR SHALL CONDUCT CONSTRUCTION OPERATIONS IN A MANNER WHICH WILL NOT DELAY OR INTERFERE WITH TRAIN OPERATIONS. CONSTRUCTION ACTIVITY WITHIN 25'0" OF ACTIVE TRACKS WILL REQUIRE A FLAGMAN TO BE PROVIDED BY THE RAILROAD AT THE CONTRACTOR'S EXPENSE.

WHEN FLAGGING SERVICES ARE REQUIRED THE CONTRACTOR SHALL GIVE A MINIMUM OF 30 CALENDAR DAYS ADVANCED WRITTEN NOTICE TO RAILROAD MANAGER OF TRACK MAINTENANCE.

RAILROAD FLAGGER AND PROTECTIVE SERVICES AND DEVICES WILL BE REQUIRED AND FURNISHED WHEN CONTRACTOR'S WORK ACTIVITIES ARE LOCATED OVER, UNDER OR WITHIN TWENTY-FIVE (25) FEET MEASURED HORIZONTALLY FROM THE CENTER LINE OF THE NEAREST TRACK, AND WHEN CRANES OR SIMILAR EQUIPMENT POSITIONED OUTSIDE OF 25-FOOT HORIZONTALLY FROM TRACK CENTER LINE THAT COULD FOUL THE TRACK IN THE EVENT OF TIP OVER OR OTHER CATASTROPHIC OCCURRENCE, BUT NOT LIMITED THERETO FOR THE FOLLOWING CONDITIONS:

1. WHEN IN THE OPINION OF RAILROAD REPRESENTATIVE, IT IS NECESSARY TO SAFEGUARD RAILROAD PROPERTY, EMPLOYEES, TRAINS, ENGINES AND FACILITIES.
2. WHEN ANY EXCAVATION IS PERFORMED BELOW THE BOTTOM OF TIE ELEVATION, IF, IN THE OPINION OF RAILROAD REPRESENTATIVE, SHORE OR OTHER RAILROAD FACILITIES MAY BE SUBJECT TO MOVEMENT OR SETTLEMENT.
3. WHEN WORK IS ANY WAY INTERFERES WITH THE SAFE OPERATION OF TRAINS AT TIMETABLE SPEEDS.
4. WHEN ANY HAZARD IS PRESENTED TO RAILROAD TRACK, COMMUNICATIONS, SIGNAL, ELECTRICAL, OR OTHER FACILITIES EITHER DUE TO PERSONS, MATERIAL, EQUIPMENT OR BLASTING IN THE VICINITY.
5. SPECIAL PERMISSION MUST BE OBTAINED FROM RAILROAD BEFORE MOVING HEAVY OR CUMBERSOME OBJECTS OR EQUIPMENT WHICH MIGHT RESULT IN MAKING THE TRACK UNPASSABLE.

CONSTRUCTION COORDINATOR

A CONSTRUCTION COORDINATOR WHO IS FAMILIAR WITH TRAIN OPERATIONS SHALL BE UTILIZED THROUGHOUT THE CONSTRUCTION OF BRIDGES OVER RAILROAD PROPERTY TO ASSURE PROPER COORDINATION BETWEEN THE RAILROAD OPERATIONS AND CONTRACTORS WORK AROUND RAILROAD TRACKS.

DRAINAGE

THE PROPOSED BRIDGE WILL NOT CHANGE THE QUANTITY AND/OR CHARACTER OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES.

RAIL TRAFFIC

RAILROAD HAS 9 TRAINS PER DAY AT 40 MPH.

CONFLICT IN SPECIFICATIONS

WHEN SPECIFICATIONS ARE IN CONFLICT, RAILROAD SPECIFICATIONS SUPERSEDE CITY SPECIFICATIONS.

MODIFICATIONS/ CHANGES

ALL PROPOSALS TO MODIFY OR CHANGE RAILROAD WORK WILL BE SUBMITTED TO THE CITIES ENGINEERS FOR APPROVAL AND COORDINATION WITH THE RAILROAD.

DESCRIPTION OF WORK

THE WORK FOR THIS PROJECT CONSISTS OF CONSTRUCTING A RAILROAD BRIDGE AND ASSOCIATED RETAINING WALLS FOR DFWT TRACKS. MEMORIAL DRIVE WILL BE CONSTRUCTED BY EXCAVATING BENEATH THE DFWT BRIDGE AND BY EFFECTIVELY FORMING AN UNDERPASS WITH DFWT TRACKS.

THE DETAILED ENGINEERING PLANS FOR THE DFWT BRIDGE CONSTRUCTION ARE PART OF THE DOCUMENTS TO BE SUBMITTED TO THE CITIES OF THE COLONY AND FRISCO, TEXAS. THE DETAILED MEMORIAL DRIVE IMPROVEMENT WORK WILL BE A PART OF THE AGREEMENT PACKAGES.

THIS SET OF DRAWINGS ARE NOT FOR CONSTRUCTION AND ARE INTENDED TO SECURE AN AGREEMENT BETWEEN RAILROAD AND CONTRACTOR TO WORK ACROSS THE RAILROAD RIGHT-OF-WAY.

MICHAEL D. PERRARO 83595 REGISTERED PROFESSIONAL ENGINEER

SHEET 1 OF 1

	THE COLONY	FRISCO	MEMORIAL DRIVE	EXHIBIT "A" BNSF RAILWAY GENERAL NOTES	BRIDGEFARMER & ASSOCIATES, INC.	JUNE 2012	SHEET 3 OF 21

GENERAL NOTES:

1. All work shall be done in accordance with the City standards and specifications which has adopted the north central Texas Council of Governments (N.C.T.C.O.G.'s) "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" along with all of the latest amendments. Copies may be obtained from the "North Central Council of Governments", P.O. Box 608 Arlington, Texas, 76005-0608. Phone (817) 640-3300. A copy of the contract documents, plans and specifications shall be available on site at all times by the contractor.

2. Prior to submission of the proposal, the Contractor shall have made a careful examination of the work site, the contract documents, and all matters that may affect the cost and time for the completion of the work involved.

3. The location and depth of all utilities shown on the plans are approximate and there may be other unknown existing utilities not shown on the plans. All existing utilities shall be field verified and protected by the contractor prior to the start of construction. The contractor shall contact the following utility companies 72 hours prior to doing any work in the area:

a) Texas One Call	DIAL 8000	245-4545
b) City of The Colony Water Department	PH 13727	624-3113
c) Oncor Electric	PH 63480	493-7580
d) Atmos Energy	PH 12729	903-4021
e) AT&T	PH 49091	569-4510
f) Time Warner Cable	PH 63140	595-5435
g) CoServ Electric	PH 49480	321-7800
h) CoServ Gas	PH 49481	321-7860
i) DIGTESS	PH 48000	344-8111
j) Grande Communications	PH 49491	210-9000

4. It shall be the responsibility of the Contractor to perform the following at no additional compensation:

   a) Prevent any property damage to property owner's poles, fences, shrubs, mailboxes, etc.
   b) Provide access to all drives during construction.
   c) Protect all underground and overhead utilities and repair any damages. Also see General Note No. 3.
   d) Notify all utility Companies and verify location of all utilities prior to the start of construction.
   e) Cooperate with the Utility Companies where utilities are required or specified to be relocated.
   f) Work in close proximity to and protect existing Utility Poles, traffic lights and poles.

5. All communication between the City and the Contractor shall be through the City Inspector only.

6. In the preparation of the plans and specifications, the Engineer has endeavored to indicate the location of existing underground utilities. It is not guaranteed that all lines or structures have been shown on the plans.

7. The Contractor shall install the Capital Improvement Project Signs as specified in Section 4-21 of the Special Conditions of Agreement as per the Engineer's specifications prior to any construction.

8. The successful Contractor shall submit a sequence of work schedule to the City of The Colony prior to commencing work and provide monthly updates until the project is completed.

9. The Contractor shall provide proper barricades and maintain traffic flow as per MUTCD at all times.

10. Contractor is responsible for all cost involved in disposing of excess materials. The location for the disposal of construction material shall be approved by the City of The Colony Engineering division prior to the start of construction.

11. All phases of construction must be coordinated with the Engineer. Field adjustments may be necessary and will be carried out as directed by the Engineer, at no extra pay.

12. The Contractor shall verify, locate, and protect existing water, sanitary sewer, storm sewer, gas, electric and telephone mains and services and restore service in case of any damage, at no extra pay.

13. The Contractor shall contact the appropriate City's Engineering Department prior to any sign removal. Sign removal and reinstallation/relocation shall be in good condition equal to or better than existing condition, and as per the City's specifications, with the cost incidental to the Project Bid Items.

14. All fences, signs, and property corner monuments removed for, or damaged during construction shall be replaced or repaired to as good a condition or with a better material than the existing as per the Engineer's specifications. Extra payment shall not be made for this work.

15. The Contractor shall relocate existing mailboxes in conflict with the proposed improvements and as specified on the plans, in good condition equal to or better than existing condition, complete in place, and with the cost incidental to the Project Bid Items. The mailboxes shall be accessible at all times for mail delivery.

16. The Contractor is responsible for all testing, with the cost incidental to the Project.

17. The Contractor shall be responsible for taking all precautions to protect existing trees outside the scope of this Project.

18. The Contractor shall be responsible for repairing any damage caused by the Contractor outside of the designated work area with equal or better quality material at the Contractor's expense.

19. The Contractor shall locate, verify working condition and protect all existing sprinkler systems lines and heads (if any). Remove, repair and reinstall in good condition equal to or better than existing conditions replaced, if in direct conflict, with the same or better quality material and appurtenances, all at no extra pay.

20. All existing grades shown on the plans are approximate and shown based on the best information available.

21. All backfill for ditch lines shall be compacted in accordance with Special Provision 6-22 Mechanical Tamping in the Project Manual.

22. All ditch lines shall be kept filled, as per specifications, by the end of each day at no extra pay.

23. All stations are along the centerline of the proposed pipes as shown on the plans.

24. All pipe shall be kept free of trash and dirt at all time. At the end of each day, the pipe shall be temporarily connected/sealed.

25. All trench widths for water, sanitary sewer and storm drain pipe installation shall be kept to a minimum where possible and as per the City's specifications. If working in paved street and driveway areas open to traffic the Contractor shall provide for a temporary 3" hot mix asphalt surface material (pavement Type "D" of the Texas Department of Highways and Public Transportation, "2004 Standard Specifications for the Construction of Highways, Streets and Bridges", to be placed over the ditch area as per the Engineer's specifications, until the final permanent improvements are made, at no extra pay.

26. The contractor shall keep the existing fire hydrants in service at all times.

27. The Contractor shall maintain the existing water mains in service during all phases of construction at no extra pay. Leaks caused by the contractor shall be repaired immediately at the contractor's expense. Leaks along the existing water main close the working area caused by vibration, etc., during working hours shall be repaired by the contractor with the City only providing the required parts. The City will repair any leaks if the contractor is not on the job site (primarily after working hours) if the leak is directly caused by the contractor and not repaired, all charges incurred shall be billed to the contractor.

28. All cutting and plugging of the existing water main where specified on the plans, shall include all sawing, fittings and appurtenances required to perform this work, with the cost incidental to the project. If the Contractor is unable to cut and plug the existing water mains due to the water supply having not been shut down adequately to perform this work within two (2) hours, and as determined by the City Inspector, the City of The Colony Water Utilities Division will plug the water main with the Contractor repairing the required parts, with a field note on the As-built plans stating so.

29. The Contractor shall maintain the existing sanitary sewer mains and services in operation when installing the proposed sanitary sewer main. This shall include any temporary connections, if required. In areas of conflict, the cost of any sanitary sewer pumping as required shall be subsidiary to the total cost of the project.

30. The Contractor shall coordinate with the City Inspector to have the proposed sanitary sewer and/or storm drain lines televised with a representative present, prior to the final acceptance of this Project. The televising shall be performed by the Contractor at contractor's expense. Cost for televising proposed sanitary sewer and/or storm drain lines shall be subsidiary to the various bid items for sanitary sewer and/or storm drain pipe. Any defects revealed shall be repaired/replaced by the Contractor prior to the final acceptance.

31. Construction dewatering, if any, is incidental to the Project Bid Items.

32. The Contractor shall inform the City of The Colony Public Works Department through the City Inspector, in writing, a minimum of two weeks in advance of any street closing.

33. "Sheeting, Shoring and Bracing": The Contractor shall abide by all applicable federal, state and local laws governing excavation. Trench side slopes shall meet Occupational Safety and Health Administration (OSHA) standards that are in effect at the time of Bid Opening. Sheeting, Shoring and bracing shall be provided when side slopes are not met. A pull box, meeting OSHA Standards, may be acceptable, unless negated by groundwater control measures. The apparent low bidder shall submit detailed plans and specifications for trench safety system that meet OSHA Standards that are in effect at the time of Bid Opening. These plans shall be sealed by an Engineer registered by the State of Texas and submitted to the City prior to the formal execution of the Contract.

34. Contractor shall conform activities to the SWPPP as specified, including installing, maintaining, and removing pollution controls, conducting and documenting inspections of pollution controls, sprinkling for dust control, maintaining safety response equipment on-site, and "good housekeeping". Pollution controls include silt fences, hay bales, specified construction entrance, reestablishing grass, sprinkling for dust control.

35. The Contractor shall maintain the existing water mains and services in operation when installing the proposed water main. This shall include any temporary connections, if required.

36. All shrubs and landscaping disturbed during construction shall be replaced in kind with the cost subsidiary to the total cost of the project.

37. The contractor shall field verify depth and location of all existing city utilities prior to installing the new main.

38. During construction, all drainage ditches, channels, etc. shall be kept drained, insofar as practicable, and the work shall be conducted in a neat workmanlike manner.



	THE COLONY	FRISCO	MEMORIAL DRIVE	SHEET 1 OF 2 EXHIBIT "A" MEMORIAL DRIVE PROJECT GENERAL NOTES	BRIDGEFARMER & ASSOCIATES, INC.	JUNE 2012	SHEET 4 OF 21

EARTH WORK GENERAL NOTES:

1. All earth work shall be conducted in accordance with "Geotechnical Engineering Study North Colony Boulevard, Curry Road to Paige Road" prepared by CMD engineering November, 2009.
2. All concrete, trees, stumps, brush, abandoned structures, roots, vegetation, rubbish and any other undesirable matter should be removed and disposed of properly. All vegetation should be removed and the exposed surface should be scarified to an additional depth of at least 6 inches providing a loose surface with no features that will tend to prevent uniform compaction.
3. All areas to be filled should be disked or bladed until uniform and free from large clods. Sandy clay and clay soils should be brought to a moisture content between optimum and 4 percentage points above optimum moisture content, and compacted to between 95 and 100 percent of optimum density in accordance with ASTM D 698. Clayey sand and sand should be brought to a moisture content within 2 percentage points of optimum and compacted to between 95 and 100 percent of optimum density in accordance with ASTM D 698.
4. General site fill shall consist of on-site material or imported material having a liquid limit less than 50 approved by the engineer. There should be no roots, vegetation or any other undesirable matter in the soil and no rocks larger than 4 inches in diameter.
5. Fill material shall be placed in level, uniform layers, which, when compacted, shall have the moisture content and density as described above. Each layer shall be thoroughly mixed during the spreading to provide uniformity of the layer. The fill thickness should not exceed 8-inch loose lifts.
6. Field density tests shall be performed at a minimum rate of one test per 2,500 square feet per lift in all lifts. Density tests shall be taken in each layer of the compacted material below the disturbed surface. If the material fail to meet the density specified, the course shall be reworked as necessary to obtain the specified compaction.

TRENCH BEDDING AND BACKWALL GENERAL NOTES:

1. The subgrade and bedding for storm sewer, wastewater, and water lines shall conform to the City of the Colony details.
2. Underground utility conduits shall not be placed in the presence of groundwater. All water shall be removed prior to utility placement to provide a dry, firm bed, and shall be maintained in a dewatered condition until all concrete and mortar is set and the excavation backfilled.
3. The Contractor shall protect the foundation bearing surface of all foundation excavations left open for more than one day with a rock concrete mud mat or a layer of crushed aggregate.
4. Backfill for utility lines shall consist of site-excavated soil compacted to the moisture and density requirements described in the above Earth Work General Notes.
5. Backfill in-place density testing shall be conducted in accordance with ASTM D 698. A minimum of one density test will be made for each 100 linear feet of every lift of backfill per Special Provision 4-22 Mechanical Tamping in the Project Manual. When backfill tested fails to meet the required density, trench backfill in the vicinity of the test, i.e. for a minimum of 50 feet in both directions from the test location, shall be removed and replaced with compaction. Thereafter, three tests shall be performed on the material removed and replaced to determine if it is in accordance with the project requirements. In addition, at least one fill density test shall also be obtained beneath each inlet, junction box, service line, and manhole installed.
6. If granular material is used for embedment in utility trenches, the Contractor shall place a clay cut-off wall at the location of the service to the Public line, at the location where the utility enters the structure, and at other connections.

PAVING SUBGRADE GENERAL NOTES:

1. All topsoil, existing pavement and structures, vegetation, and any unsuitable materials should be removed.
2. The pavement subgrade should be proofrolled with a fully loaded tandem axle dump truck or similar pneumatic-tire equipment to locate areas of loose sub grade. In areas to be cut, the proofroll should be performed after the final grade is established. In areas to be filled, the proofroll should be performed prior to placement of engineered fill and after the pavement subgrade is established. Areas of loose or soft subgrade encountered in the proofroll shall be removed and replaced with engineered fill or moisture sensitive and compacted in place.
3. The subgrade shall be lime stabilized using a minimum of 8 percent lime by dry soil weight to a depth of 6 inches. Lime stabilization shall be conducted in accordance with the City of The Colony standards.

PAVING GENERAL NOTES:

1. Portland cement concrete paving shall be performed in accordance with the City of The Colony Standards for residential, commercial, and industrial streets and the associated details.
2. All paving shall have a minimum 28-day compressive strength of 4,000 pounds per square inch.
3. Paving reinforcement shall consist of #3 bars at 24-inch spacing each way.

TRAFFIC CONTROL GENERAL NOTES:

1. The traffic control details contained in this plan set is an established minimum. The Contractor shall provide the necessary traffic control to complete the proposed work.
2. Prior to closing any lanes on North Colony Blvd, the Contractor shall contact the City of the Colony Public Works Department and submit their traffic control plan.
3. The Contractor shall only close the lanes of North Colony Blvd. while construction is in progress. All lanes shall be returned to services at the end of each work day.
4. The Contractor shall maintain access and circulation to the middle school during the storm drain construction.

EROSION CONTROL GENERAL NOTES:

1. Approximately 5 acres will be disturbed with this construction.
2. No construction shall commence until the Contractor has implemented a joint storm water pollution control plans, both the Contractor and City of The Colony will submit a Notice of Intent and Notice of Termination.
3. All contractors and subcontractors shall be identified in the plan.
4. A copy of the Notice of Intent (NOI) and a copy of the storm water pollution plan must be kept and maintained on the construction site.

EROSION CONTROL GENERAL NOTES CONT'D:

5. Stabilization measures shall be provided and maintained by a qualified contractor experienced in providing said facilities and services.
6. Stabilization measures shall be initiated on disturbed areas as soon as practical, but no more than 14 days after construction activity has ceased, unless activities are to resume within 21 days.
7. The Contractor shall inspect stabilization measures at a minimum of once every 7 days, and within 24 hours after any rainfall event greater than 0.5 inches. Repairs and deficiencies recorded by the inspection shall be implemented within 7 calendar days following inspection.
8. An inspection report summarizing all inspection activities related to the storm water pollution prevention plan shall be retained and made a part of the plan.
9. The Contractor shall amend the storm water pollution prevention plan whenever there is a change of design, construction, operation, or maintenance of the plan, or when the initial plan becomes ineffective.
10. During drainage system construction, all culverts and inlets shall be protected from silt and soil deposits by use of hay bales or silt fences at the upstream end until construction is completed.
11. Silt fence may be installed in increments as needed.
12. It shall be the Contractor's responsibility to use whatever methods and/or means are required to control and limit the amounts of silt and sediment that are allowed to leave the construction site including limiting the amount of soil tracked off site by construction vehicles. The Contractor shall protect public streets, walks, alleys, streams, storm drainage systems, and inlets from soil deposits.
13. The Contractor shall adopt appropriate construction site management practices to prevent the discharge of oils, grease, paints, gasoline, and other pollutants to storm water. Appropriate practices include:
    a. Designation of areas for equipment maintenance and repair.
    b. Collection of wastes on a regular basis.
    c. Convenient location of waste receptacles.
    d. Designation and control of equipment wash areas.
14. It is anticipated that the following non-stormwater discharges will be associated with the construction work of the site. Each of the following discharges is authorized by the TPDES Construction General Permit:
    a. Fire hydrant flushing
    b. Water used for dust control
    c. Potable water sources
    d. Uncontaminated ground water
    e. Construction water
15. The Contractor shall clean all storm drain lines, box culverts and channels after completion of construction. Said facilities shall be maintained until stabilization of disturbed areas is complete.
16. The plan and details shown are considered to be the minimum required. The contractor shall provide all appropriate measures to conform to TCEQ requirements until the project is complete and accepted by the City of the Colony.

LANDSCAPE AND IRRIGATION GENERAL NOTES:

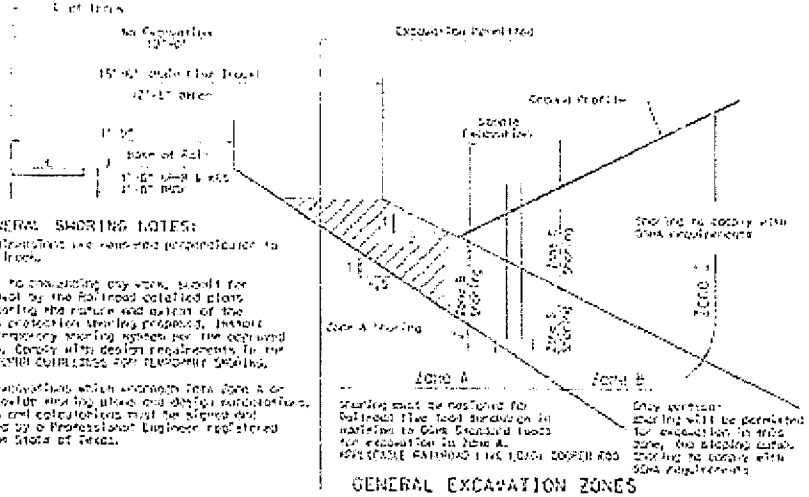
1. All planting areas and grassed shown on the landscape plans are not included in this bid package. These items are shown for informational purposes only. All other plantings will be bid as a separate project at a later date.
2. All irrigation improvements, except irrigation sleeves shown on the irrigation plans are not included in this bid package. These items are shown for informational purposes. Irrigation sleeves will be bid with this project by the linear foot. The remainder of the irrigation improvements will be bid as a separate project at a later date.
3. Contractor shall coordinate with City's Landscaping and Irrigation Contractor during the construction of this project.



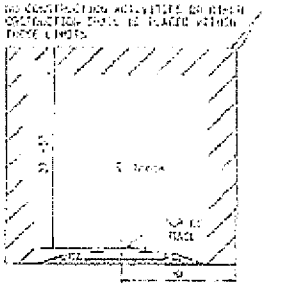
	THE COLONY	FRISCO	MEMORIAL DRIVE	SHEET 2 OF 2 EXHIBIT "A" MEMORIAL DRIVE PROJECT GENERAL NOTES	BRIDGEFARMER & ASSOCIATES, INC.	JUNE 2012	SHEET 5 OF 21

Packet Page -313-

AGENDA ITEM #23.



GENERAL EXCAVATION ZONES



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE

(NORMAL TO RAILROAD)
@ 100'-0" for East and 120'-0" for Cross & Key

GENERAL SHORING REQUIREMENTS

GENERAL SHORING NOTES:

1. All excavations are considered perpendicular to ℄ of track.
2. Prior to commencing any work, submit for approval by the Railroad detailed plans indicating the nature and extent of the track protection shoring proposed, together with temporary shoring systems per the approved plans. Comply with design requirements in the BNSF/UPRR guidelines for temporary shoring.
3. For excavations which encroach into Zone A or B, provide shoring plans and design computations. Plans and calculations must be signed and sealed by a Professional Engineer registered in the State of Texas.

RAILROAD GENERAL NOTES:

1. Railroad review and approval of shoring, erection, demolition, and falsework is required. Allow a minimum of four weeks for the review and approval of each submittal. See 3.
2. Drainage will be designed for and shown on the Facility "B" according to BNSF/UPRR Railroad Design Guidelines.
3. Verify the elevation of the existing top-of-rail profile before beginning construction. Bring all discrepancies to the attention of the Railroad prior to construction.
4. Submit a proposed method of erosion and sediment control for approval by the Railroad.
5. Design and construct any shoring systems that impact the Railroad's operations and/or support the Railroad's embankment per current Railroad Guidelines for Temporary Shoring. See 3.
6. Comply with Railroad Corporation Guidelines for all conditions where the Railroad's right-of-way and/or operation may impact the Railroad's trains or operations.
7. Design excavation methods near the railroad's right-of-way to avoid interruption to the Railroad's operation, keeping the tracks(s) in service open to traffic per the Railroad's requirements. Coordinate construction work windows with the Railroad's Designated Representative.
8. Design any construction activity that may impact the Railroad operations to cause no interruption to the Railroad's operations, keeping the track(s) in service open to traffic per the Railroad's requirements. Coordinate construction work windows with the Railroad's Designated Representative.
9. Comply with minimum construction clearances for falsework outlined in the Railroad's Guidelines.
10. Verify all permanent elevations before project staking.
11. For Railroad coordination please refer to Sheets 2 and 3 and the TxDOT Standard Specifications.
12. For shoring excavations in Zone A or B, TxDOT requires a preconstruction approved shoring design in the PS&E. If such is the case no Contractor submittal is required.

FOR THE FOLLOWING INFORMATION PLEASE REFER TO THE PLAN AND ELEVATION DRAWING(S) OF THE BRIDGE PLANS. THE PLAN AND ELEVATION DRAWING SHALL SHOW ALL REQUIRED INFORMATION FOR RAILROAD COORDINATION AND SHALL BE LABELED WITH THE RAILROAD'S NAME AND SUBDIVISION NAME(S) PER RAILROAD CORRESPONDENCE.
PLAN SHEET SHOWS:

1. Station line of bridge and/or centerline of project.
2. Track layout and limits of Railroad right-of-way with respect to centerline of main lines.
3. Future tracks, access roadways and existing tracks as main line, siding, spur, etc.
4. Point of minimum vertical clearance and distance, measured perpendicular, from the centerline of nearest track.
5. Horizontal clearance at right angle from centerline of nearest existing or future track to the face of construction such as substructure above grade.
6. Horizontal clearance at right angle from centerline of nearest existing or future track to the face of nearest foundation below grade.
7. Horizontal spacing at right angle between centerlines of existing and future tracks.
8. Limits of shoring and minimum distance at right angle from centerline of nearest track.
9. All existing facilities and utilities and their proposed relocation, if required.
10. Toe of slopes or earth slope and/or limits of retaining walls.
11. Existing and proposed contours that required for the existing ground line or drainage characteristics in Railroad ROW will not be altered.
12. Railroad Milepost and direction of increasing mileposts.
13. Direction of flow for all drainage systems within project limits.
14. Limits of barrier rail and fence with respect to centerline of track.
15. Depth of foundation below bottom of tie. (For reinforcement)
16. Top and bottom of pier protection wall elevation relative to top of rail elevation.
17. Connecting alignments of drainage ditches and/or drainage structures.
18. Top of rail elevations for all tracks.
19. Minimum permanent vertical clearance above top of high rail to the lowest point under the bridge.
20. Existing and proposed guardrails & roadway profile.
21. Face of riprap slope paving.
22. Location of deck drains.
23. Other work of superstructure.
24. Width of shoulder and/or sidewalk.

SHEET 1 OF 3

Texas Department of Transportation
Bridge Division

RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION

EXHIBIT "A"

RAILROAD REQUIREMENTS
FOR BRIDGE CONSTRUCTION

EXHIBIT "A"

RAILROAD REQUIREMENTS
FOR BRIDGE CONSTRUCTION

EXHIBIT "A"

MEMORIAL DRIVE AT BNSF RAILWAY CONTRACT

SUGGESTED SEQUENCE OF CONSTRUCTION

PHASE I

CONTRACTOR SHALL CONSTRUCT ENTIRE SHOOFLY SUBGRADE FROM STA 0+00.00 TO STA 11+62.21, INCLUDING DRAINAGE STRUCTURES. BNSF SHALL INSTALL SIGNALS AND CONSTRUCT SHOOFLY TRACK INCLUDING BALLAST, TIES, RAIL AND FASTENINGS FROM STA 2+64.01 TO STA 11+87.54. BNSF SHALL SHIFT EXISTING MAIN LINE TRACK TO SHOOFLY FROM STA 0+00.00 TO STA 2+64.01 AND FROM STA 11+87.54 TO STA 14+62.21. BNSF SHALL MOVE RAIL TRAFFIC FROM MAIN LINE TRACK TO SHOOFLY TRACK. BNSF SHALL REMOVE MAIN LINE TRACK FROM STA 0+15.00 TO STA 0+75.00 FOR RAILROAD BRIDGE CONSTRUCTION.

PHASE II

CONTRACTOR SHALL PLACE SHORING BETWEEN PROPOSED BRIDGE AND SHOOFLY.
CONTRACTOR SHALL CONSTRUCT BNSF MAIN LINE RAILROAD BRIDGE:
1. DRILL ALL DRILLED SHAFTS (INCL RETAINING WALLS) FROM SHORING EAST TO RIGHT OF WAY
2. GRADE AREA UNDER BRIDGE TO DRAIN
3. CONSTRUCT CAPS
4. CONSTRUCT REMAINDER OF BRIDGE
RAILROAD SHALL CONSTRUCT BNSF MAIN LINE TRACK ACROSS RAILROAD BRIDGE FROM STA 0+29.25 TO STA 0+75.00.
RAILROAD SHALL SHIFT SHOOFLY TRACK TO MAIN LINE FROM STA 0+00.00 TO STA 2+64.01 AND FROM STA 11+87.54 TO STA 14+62.21. RAILROAD SHALL MOVE RAIL TRAFFIC FROM SHOOFLY TO MAIN LINE.

PHASE III

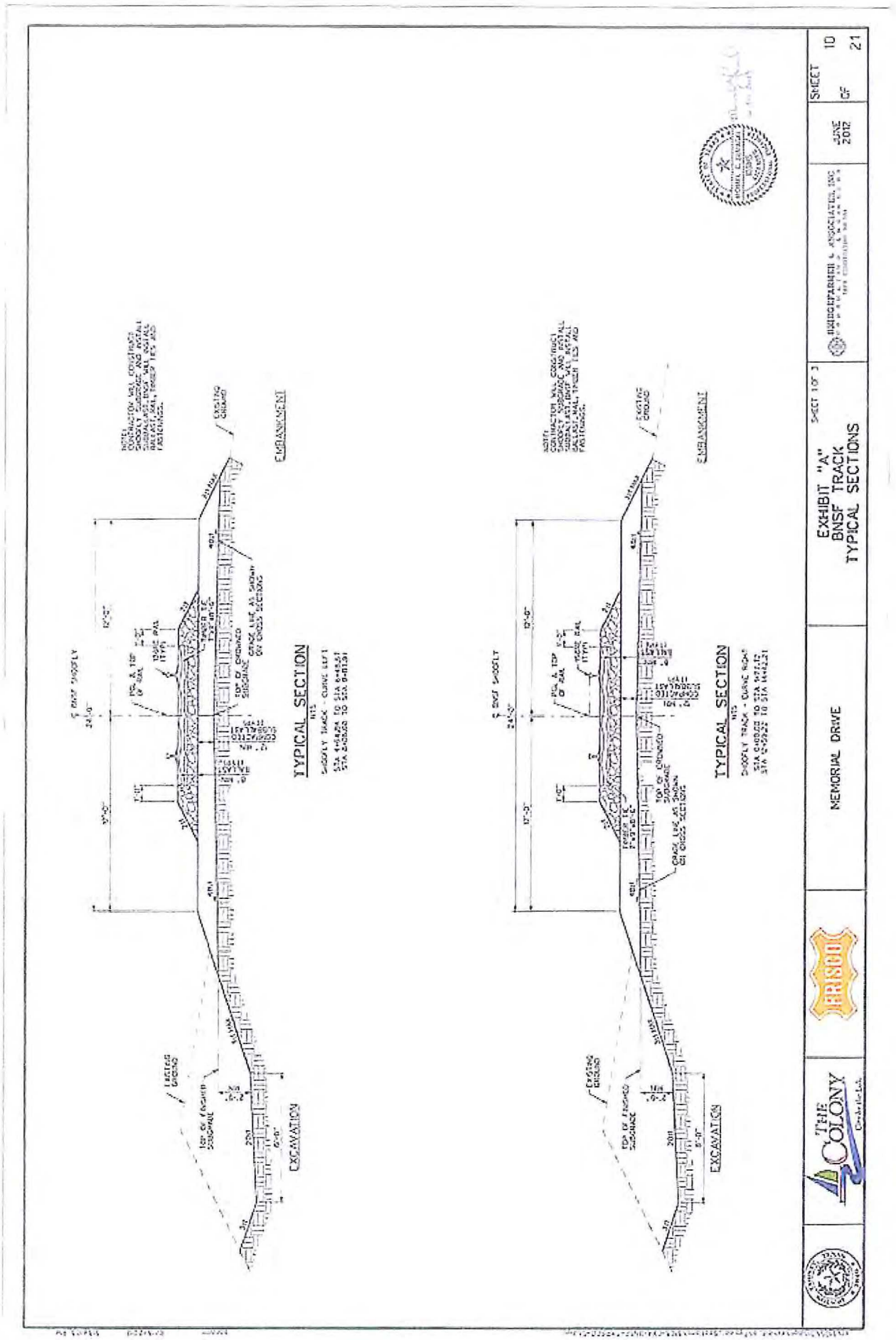
BNSF SHALL REMOVE SHOOFLY TRACK FROM STA 2+64.01 TO STA 11+87.54, INCLUDING BALLAST, TIES, RAIL AND FASTENINGS.
CONTRACTOR SHALL REMOVE ENTIRE SHOOFLY SUBGRADE INCLUDING SUBBALLAST AND GRADE TO DRAIN TO THE EXISTING SYSTEM TO THE WEST.
CONTRACTOR REMOVE SHORING

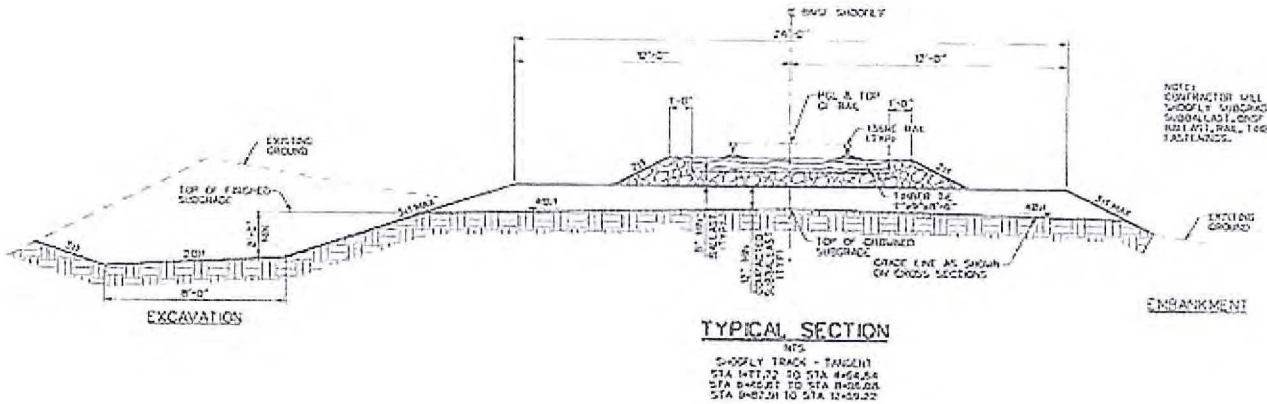
PHASE IV

CONTRACTOR TO DRILL THE REMAINDER OF THE REMAINING WALL DRILLED SHAFTS

NOTE:
CONTRACTOR SHALL COORDINATE WITH RAILROAD TO ESTABLISH TIMELINES AND PROCEDURES FOR JOINT CONSTRUCTION ACTIVITIES.

	THE COLONY City in the Lake	FRISCO	MEMORIAL DRIVE	EXHIBIT "A" SHEET 10 OF 1 BNSF RAILWAY UNDERPASS SEQUENCE OF CONSTRUCTION	BRIDGEFARMER & ASSOCIATES, INC.	JUNE 2012	SHEET 9 OF 21


EXHIBIT "A"
BNSF TRACK
TYPICAL SECTIONS
MEMORIAL DRIVE
THE COLONY
BRISCOE
JUNE 2012
SHEET 10 OF 21
TYPICAL SECTION
EMBANKMENT
EXCAVATION
EXISTING GROUND
TOP OF FINISHED SUBGRADE
GRADE LINE AS SHOWN ON CROSS SECTIONS
TYPICAL SECTION
EMBANKMENT
EXCAVATION
EXISTING GROUND
TOP OF FINISHED SUBGRADE
GRADE LINE AS SHOWN ON CROSS SECTIONS

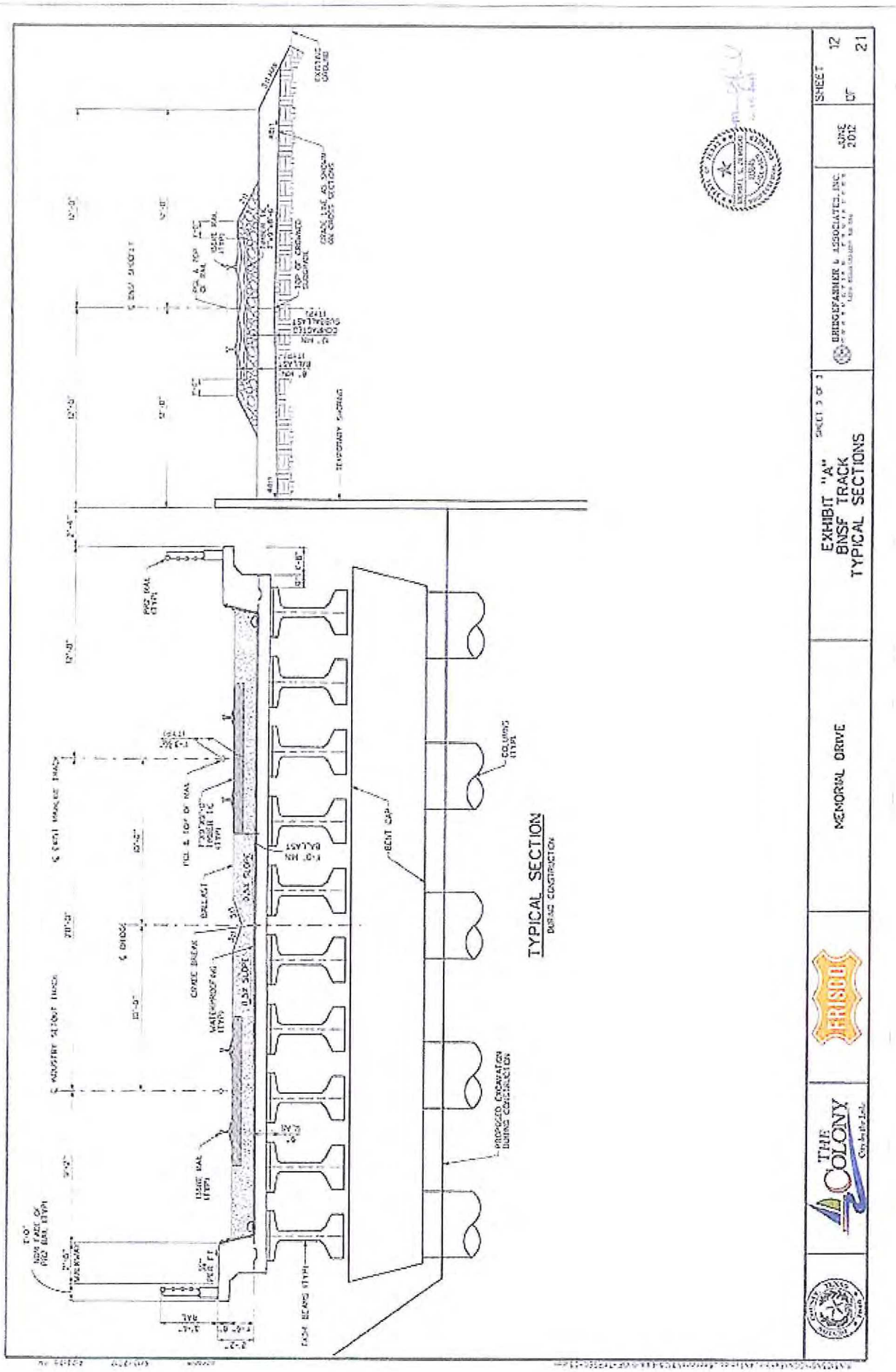


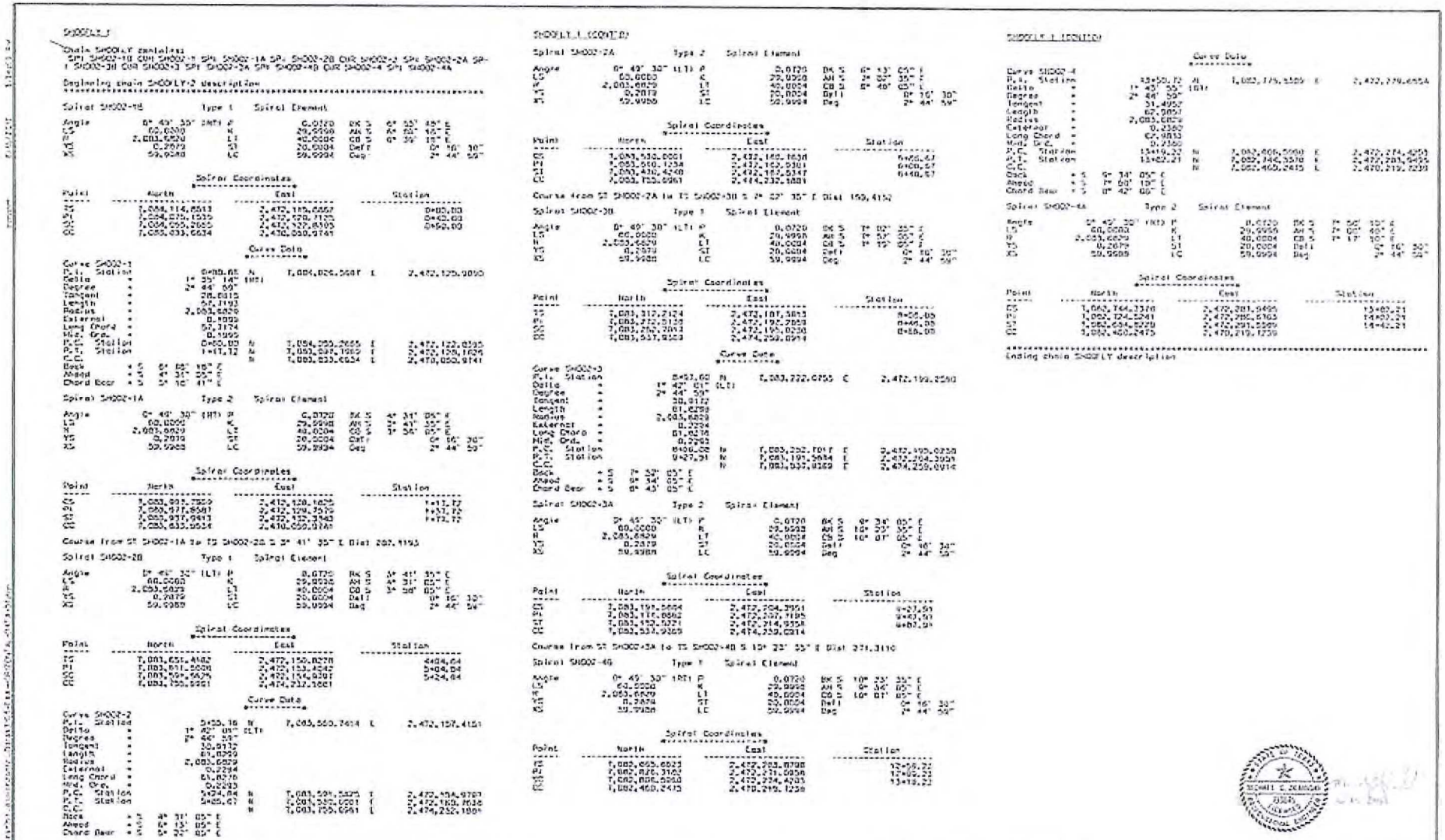
TYPICAL SECTION

NOTES:
CONTRACTOR WILL CONSTRUCT SHOOFLY SUBGRADE AND INSTALL SUBBALLAST, BNSF NCI INSTALL RAIL AND TIES AND FASTENERS.

SHOOFLY TRACK - TANGENT
STA 1+77.72 TO STA 4+64.66
STA 5+45.61 TO STA 11+36.08
STA 11+61.31 TO STA 12+59.32

	THE COLONY City by the Lake	FRISCO	MEMORIAL DRIVE	SHEET 2 OF 3 EXHIBIT "A" BNSF TRACK TYPICAL SECTIONS	BRIDGEFARMER & ASSOCIATES, INC	JUNE 2012	SHEET 17 OF 21


EXHIBIT "A"
BNSF TRACK
TYPICAL SECTIONS
SHEET 12 OF 21
JUNE 2012
BRISCOFARMER & ASSOCIATES, INC.
MEMORIAL DRIVE
THE COLONY
TYPICAL SECTION
DURING CONSTRUCTION
PROPOSED EXCAVATION DURING CONSTRUCTION
EXISTING GROUND
TOP OF GROUND SURFACE
TEMPORARY SHORING
PIPE RAIL (TYP)
ISSUE RAIL (TYP)
BALLAST
CRIB SLOPE
CREST BREAK
WATERPROOFING (TYP)
BENT CAP
COLUMNS (TYP)
PIER FT
PILE BENT (TYP)



SHOOLY-1

Chain SHOOLY contains:
SP1 SH002-1B CUR SH002-1 SP1 SH002-1A SP1 SH002-2B CUR SH002-2 SP1 SH002-2A SP-1 SH002-3B CUR SH002-3 SP1 SH002-3A SP1 SH009-4B CUR SH002-4 SP1 SH002-4A

Beginning chain SHOOLY-2 description

Spiral SH002-1B Type 1 Spiral Element

Angle	0° 49' 30" (RT)	P	0.0720	BK AZ	89° 35' 05" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 59' 10" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (RT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
PI	7,084,114.8513	2,472,109.0867	0+00.00
SPI1	7,084,075.1535	2,472,129.7125	0+40.00
SC	7,084,055.2655	2,472,137.8103	0+60.00
CC	7,083,833.6634	2,470,050.9741	2+82.20

Curve Data

Curve SH002-1					
P.I. Station	0+80.65	N	7,084,026.3687	E	2,472,129.9850
Delta	7° 35' 14" (RT)				
Degree	2° 44' 59"				
Tangent	38.6815				
Length	76.1193				
Radius	2,083.6629				
External	0.3999				
Long Chord	76.1174				
Mid. Ord.	0.3995				
P.C.C. Station	0+00.00	N	7,084,209.2665	E	2,472,122.8335
P.T. Station	1+41.12	N	7,083,834.1960	E	2,472,139.1026
CC		N	7,083,833.6634	E	2,470,050.9741
Back	4 S 82° 55' 10" E				
Ahead	4 S 90° 30' 25" E				
Chord Bear	4 S 86° 42' 47" E				

Spiral SH002-1A Type 2 Spiral Element

Angle	0° 49' 30" (RT)	P	0.0720	BK AZ	89° 35' 05" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 59' 10" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (RT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
SC	7,083,833.7259	2,470,129.1692	2+82.20
SPI2	7,083,877.8581	2,470,129.7519	3+32.20
SPI1	7,083,937.9913	2,470,130.5283	3+92.20
CC	7,083,833.8634	2,470,050.9741	

Course from SPI SH002-1A to TS SH002-2B S 2° 41' 35" E Dist 282.9195

Spiral SH002-2B Type 1 Spiral Element

Angle	0° 49' 30" (LT)	P	0.0720	BK AZ	89° 41' 35" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 51' 05" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (LT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
TS	7,083,651.4182	2,472,150.8278	4+84.64
SPI2	7,083,611.5008	2,472,153.4242	5+24.64
SC	7,083,591.6629	2,472,154.8301	5+44.64
CC	7,083,350.9961	2,474,232.1881	

Curve Data

Curve SH002-2					
P.I. Station	5+50.18	N	7,083,550.7614	E	2,472,157.4151
Delta	7° 40' 01" (LT)				
Degree	2° 44' 59"				
Tangent	38.5932				
Length	81.0288				
Radius	2,083.6629				
External	0.3264				
Long Chord	81.0278				
Mid. Ord.	0.3263				
P.C.C. Station	5+24.84	N	7,083,591.5275	E	2,472,154.9787
P.T. Station	6+05.87	N	7,083,549.0081	E	2,472,160.7636
CC		N	7,083,350.9961	E	2,474,232.1881
Back	4 S 82° 31' 05" E				
Ahead	4 S 90° 11' 05" E				
Chord Bear	4 S 86° 21' 05" E				

SHOOLY-1 (CONT'D)

Spiral SH002-2A Type 2 Spiral Element

Angle	0° 49' 30" (LT)	P	0.0720	BK AZ	89° 41' 35" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 51' 05" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (LT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
TS	7,083,651.4182	2,472,150.8278	4+84.64
SPI2	7,083,611.5008	2,472,153.4242	5+24.64
SC	7,083,591.6629	2,472,154.8301	5+44.64
CC	7,083,350.9961	2,474,232.1881	

Course from SPI SH002-2A to TS SH002-3B S 2° 27' 35" E Dist 159.4152

Spiral SH002-3B Type 1 Spiral Element

Angle	0° 49' 30" (LT)	P	0.0720	BK AZ	89° 27' 35" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 51' 05" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (LT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
TS	7,083,315.2124	2,472,107.5813	8+25.05
SPI3	7,083,272.5133	2,472,109.2858	8+65.05
SC	7,083,252.2013	2,472,109.8238	8+85.05
CC	7,083,017.9263	2,474,252.0914	

Curve Data

Curve SH002-3					
P.I. Station	9+57.60	N	7,083,222.6755	E	2,472,109.2250
Delta	7° 42' 01" (LT)				
Degree	2° 44' 59"				
Tangent	38.9172				
Length	81.0288				
Radius	2,083.6629				
External	0.3264				
Long Chord	81.0278				
Mid. Ord.	0.3263				
P.C.C. Station	9+18.68	N	7,083,252.7017	E	2,472,109.8238
P.T. Station	9+99.71	N	7,083,191.5484	E	2,472,704.3951
CC		N	7,083,350.9363	E	2,474,252.0914
Back	4 S 82° 27' 35" E				
Ahead	4 S 90° 09' 40" E				
Chord Bear	4 S 86° 18' 37" E				

Spiral SH002-3A Type 2 Spiral Element

Angle	0° 49' 30" (LT)	P	0.0720	BK AZ	89° 27' 35" E			
LS	60.0000	K	29.9998	AHEAD AZ	89° 41' 35" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (LT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
TS	7,083,191.5484	2,472,704.3951	9+27.91
SPI3	7,083,111.8882	2,472,707.7195	9+67.91
SC	7,083,152.5271	2,472,709.9358	9+87.91
CC	7,082,939.9363	2,474,252.0914	

Course from SPI SH002-3A to TS SH002-4B S 15° 23' 55" E Dist 271.3110

Spiral SH002-4B Type 1 Spiral Element

Angle	0° 49' 30" (RT)	P	0.0720	BK AZ	15° 23' 55" E			
LS	60.0000	K	29.9998	AHEAD AZ	15° 13' 05" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (RT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

Spiral Coordinates

Point	North	East	Station
TS	7,082,665.6823	2,472,283.8798	13+05.21
SPI4	7,082,625.3162	2,472,271.0836	13+45.21
SC	7,082,605.5858	2,472,264.4203	13+65.21
CC	7,082,460.2413	2,470,219.1238	

SHOOLY-1 (CONT'D)

Curve Data

Curve SH002-4					
P.I. Station	13+50.72	N	7,083,176.6305	E	2,472,279.6954
Delta	7° 43' 55" (RT)				
Degree	2° 44' 59"				
Tangent	31.4952				
Length	62.9853				
Radius	2,083.6629				
External	0.2360				
Long Chord	62.9853				
Mid. Ord.	0.2360				
P.C.C. Station	13+19.23	N	7,083,205.5060	E	2,472,274.4205
P.T. Station	13+82.21	N	7,083,144.3578	E	2,472,291.5903
CC		N	7,082,460.2413	E	2,470,219.1238
Back	4 S 82° 27' 35" E				
Ahead	4 S 90° 09' 40" E				
Chord Bear	4 S 86° 18' 37" E				

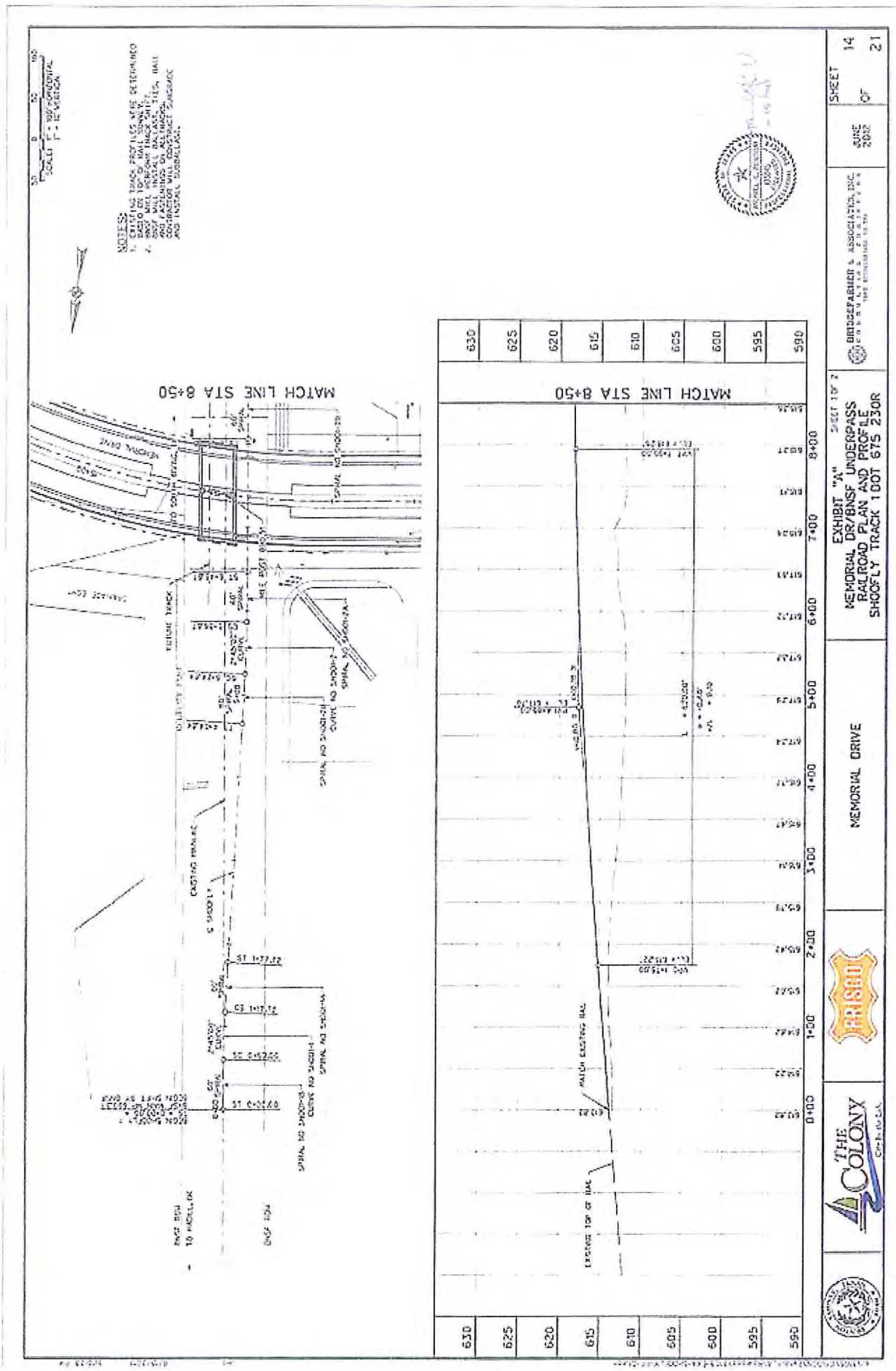
Spiral SH002-4A Type 2 Spiral Element

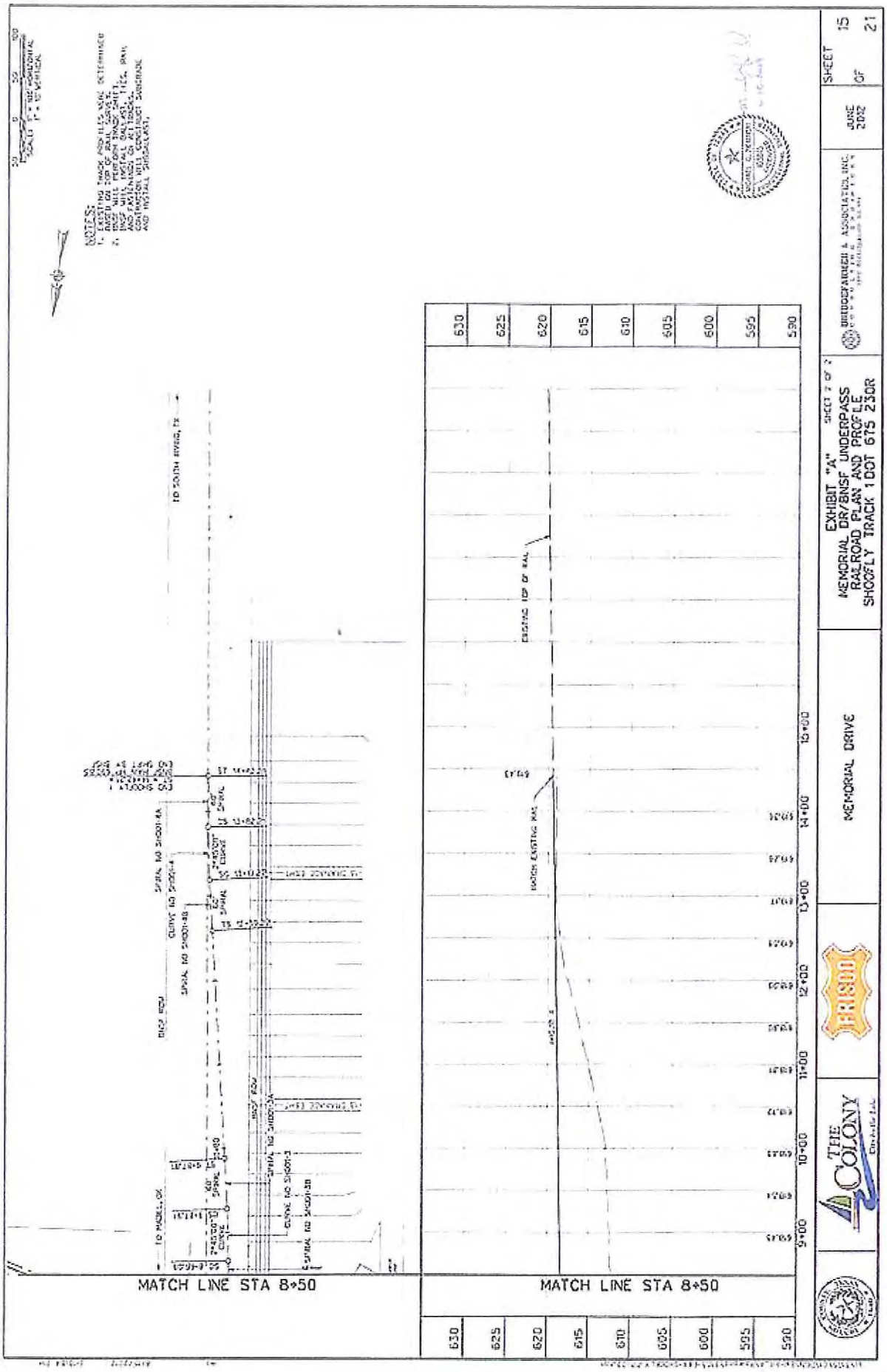
Angle	0° 49' 30" (RT)	P	0.0720	BK AZ	15° 13' 05" E			
LS	60.0000	K	29.9998	AHEAD AZ	15° 03' 35" E			
R	2,083.6629	LT	40.0004	DELTA	0° 49' 30" (RT)			
XS	0.2879	ST	20.0004	Dell	0° 16' 30"			
	59.9988	LC	59.9994	Deg	2° 44' 59"			

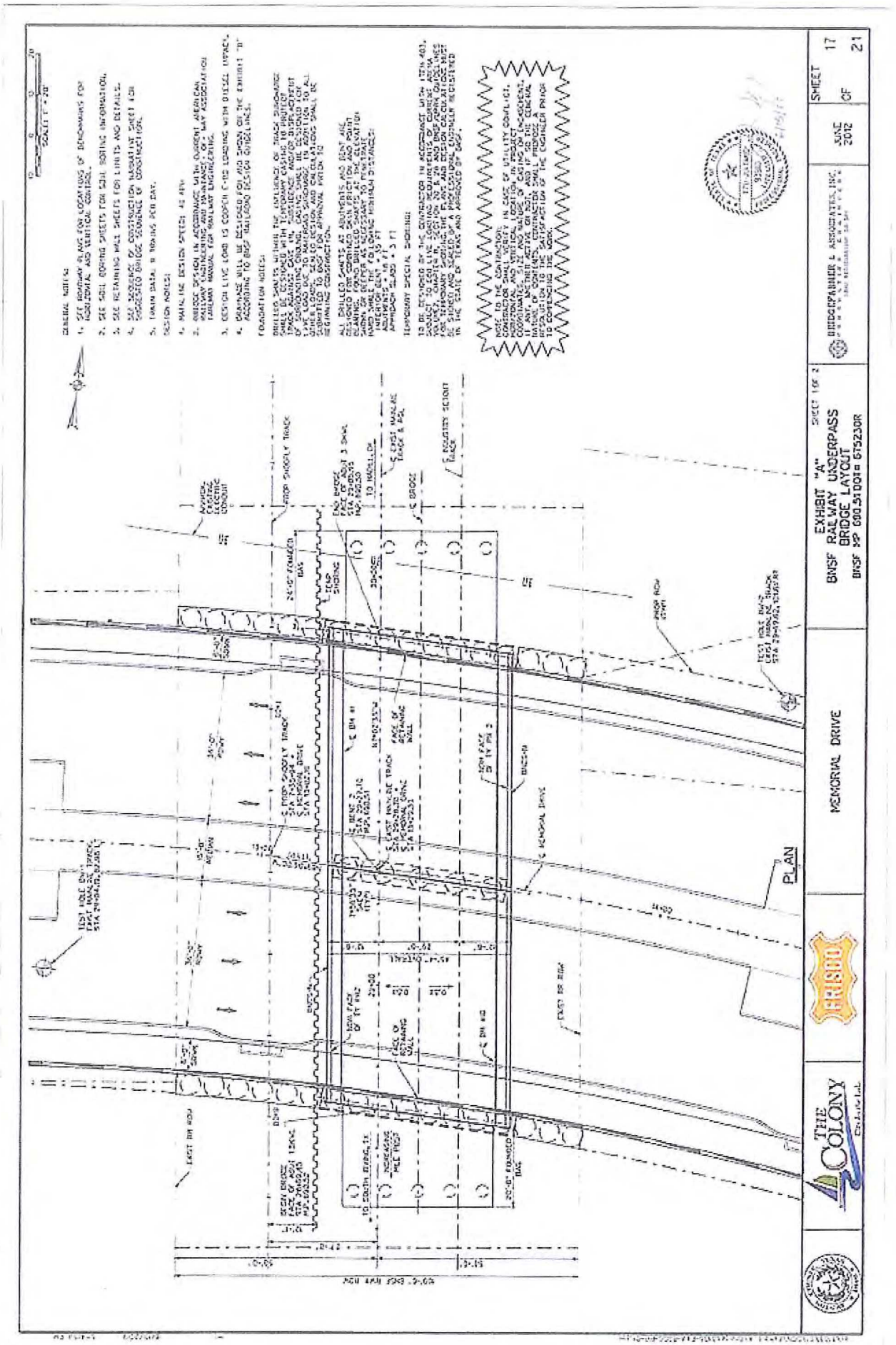
Spiral Coordinates

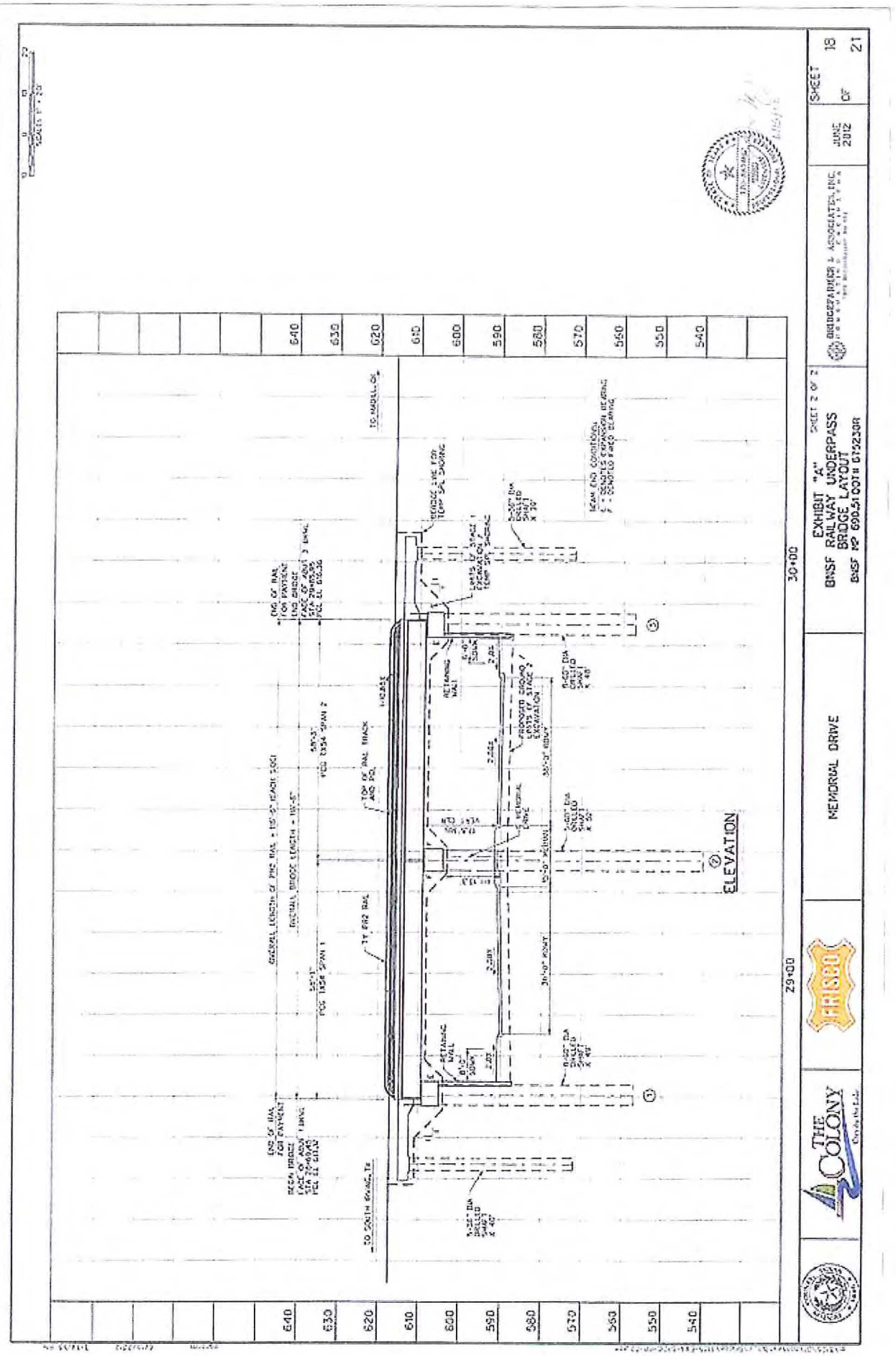
Point	North	East	Station
TS	7,082,744.3578	2,472,291.5903	13+82.21
SPI4	7,082,784.5761	2,472,284.4765	14+22.21
SC	7,082,804.6229	2,472,281.2589	14+42.21
CC	7,082,460.2413	2,470,219.1238	

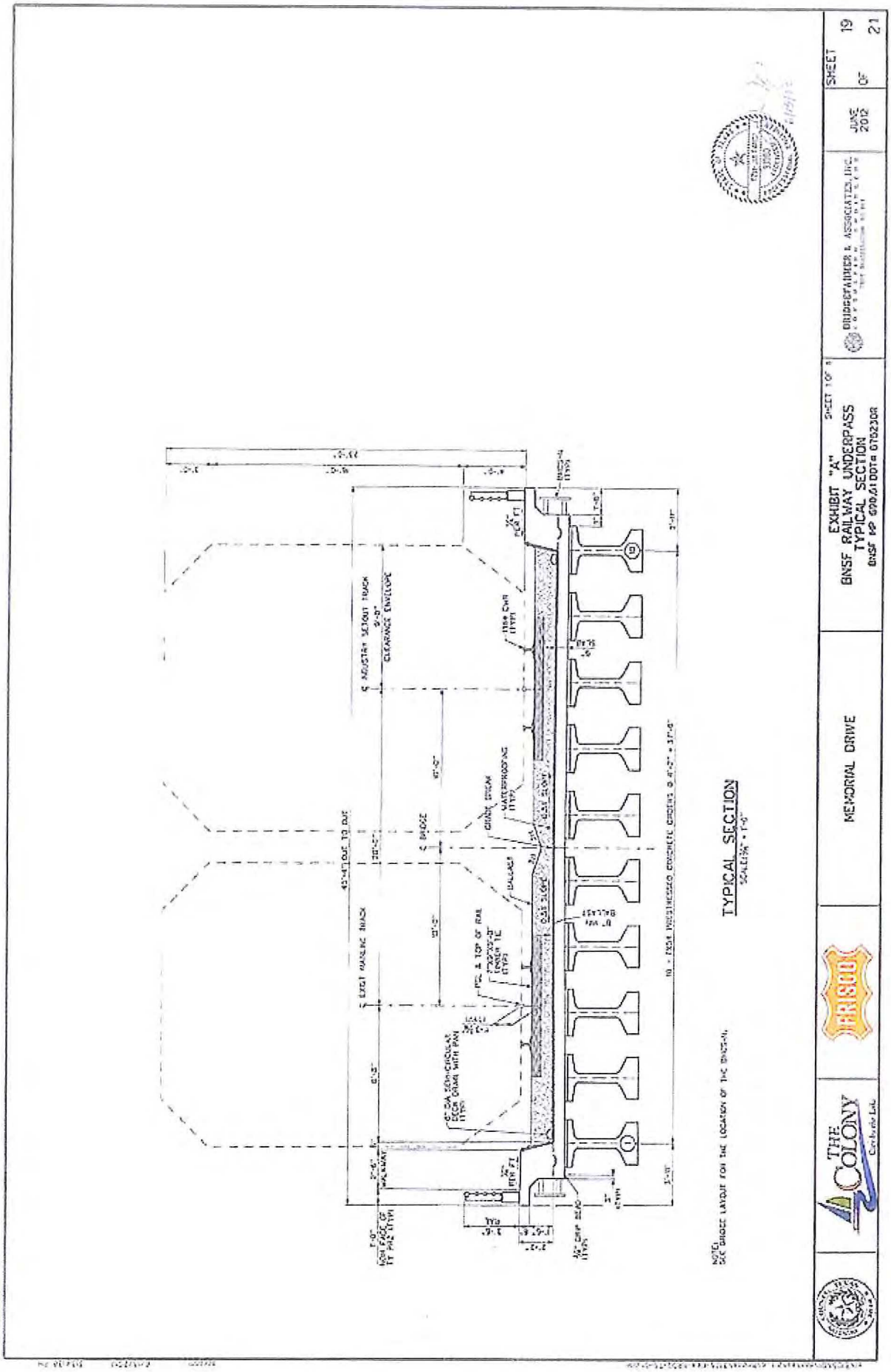
Ending chain SHOOLY description

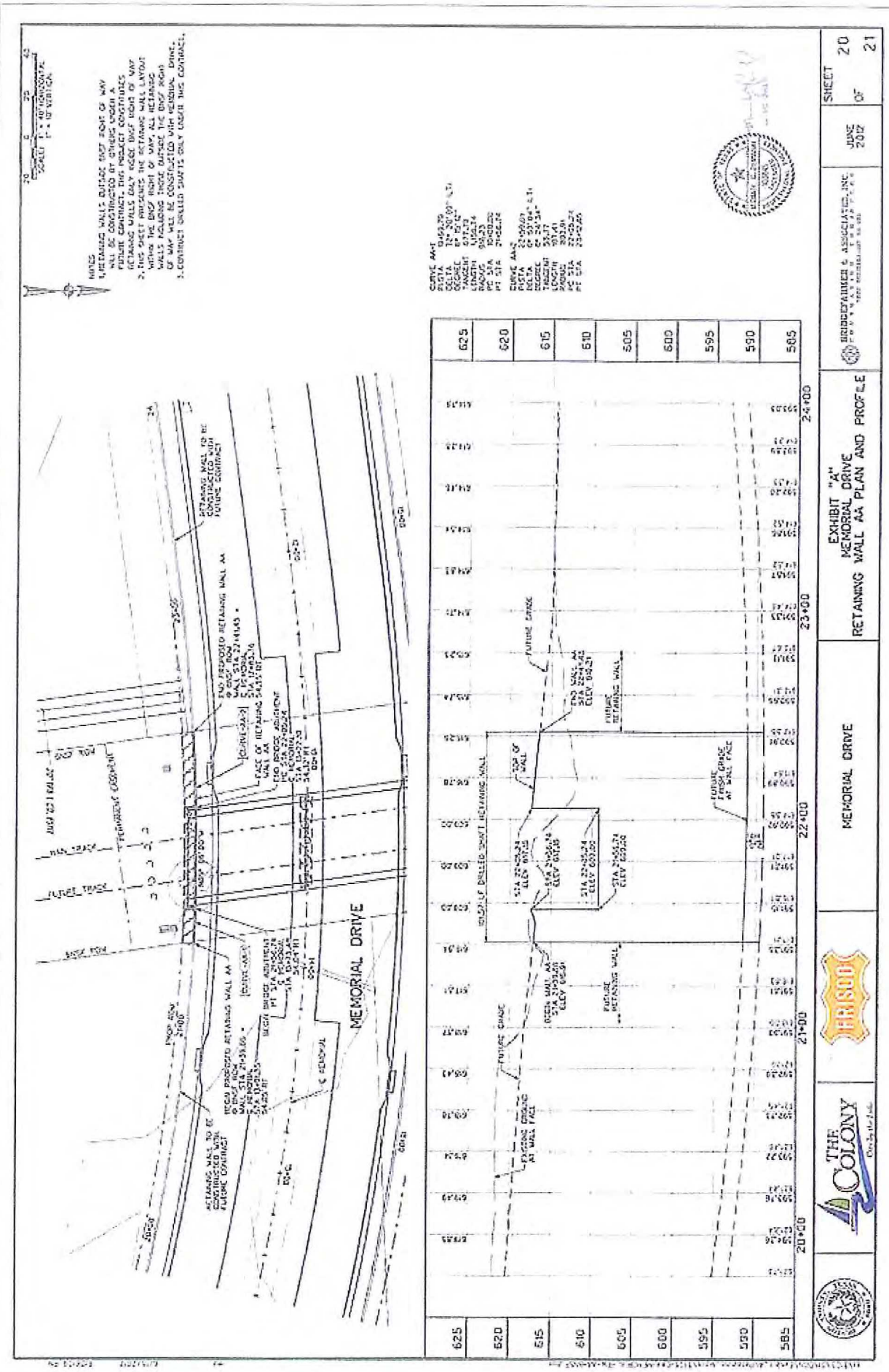

EXHIBIT "A"
MEMORIAL DR/BNSF UNDERPASS
RAILROAD PLAN AND PROFILE
SHOOFLY TRACK 1 DOT 675 230R
MEMORIAL DRIVE
THE COLONY
BRISH
BIRDSEPABNER & ASSOCIATES, INC.
JUNE 2022
SHEET 14 OF 21
MATCH LINE STA 8+50
MATCH LINE STA 8+50
NOTES:
SCALE: H = 100' HORIZONTAL
V = 10' VERTICAL

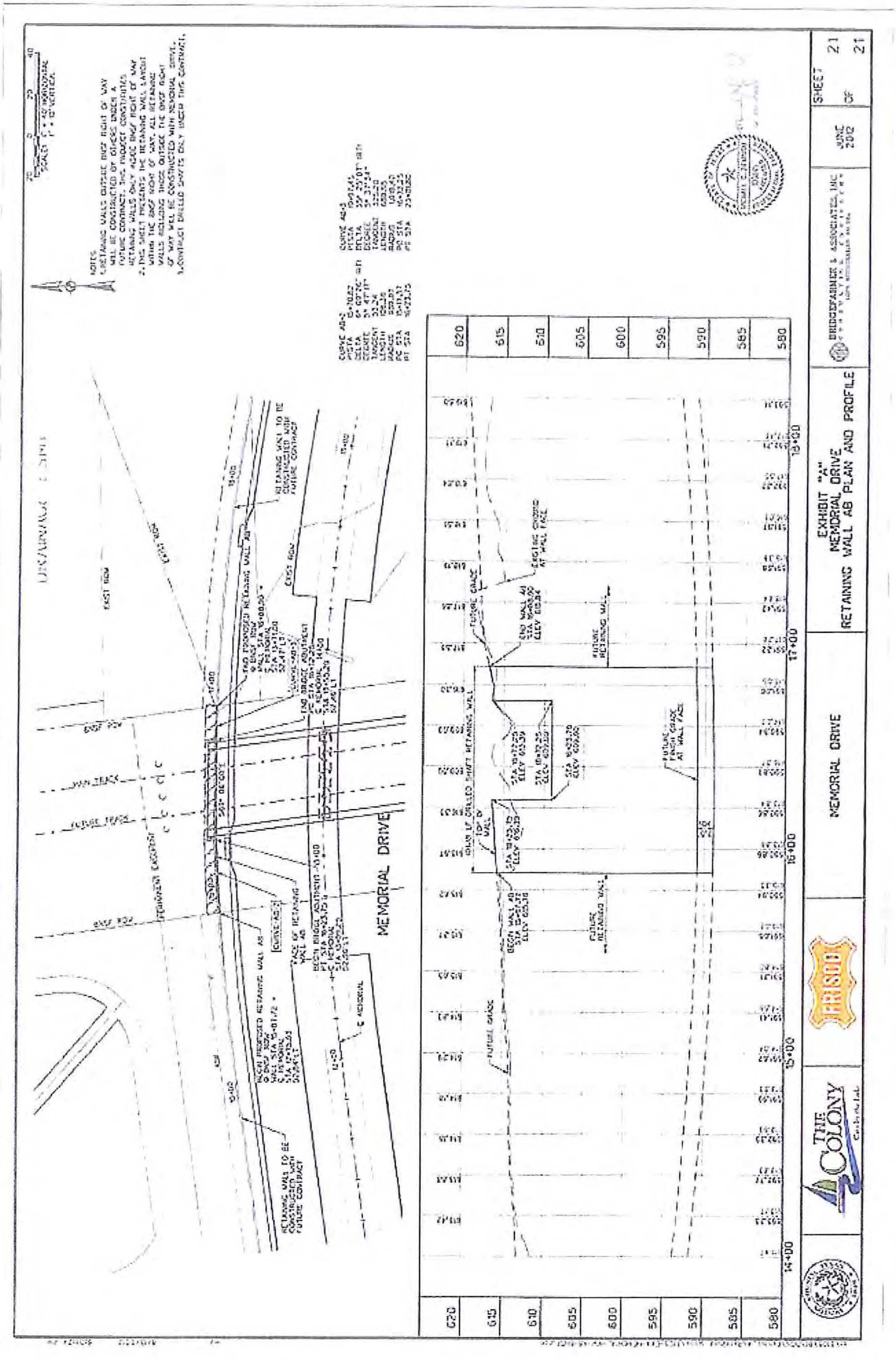

NOTES:
1. EXISTING TRACK AND UTILITIES ARE DETERMINED BASED ON FIELD OBSERVATIONS.
2. TRACK WILL INSTALL BALLAST, TIES, RAIL AND FASTENINGS AS NECESSARY TO CONSTRUCT SIDING AND INSTALL SWITCHES.
EXHIBIT "A" SHEET 7 OF 7
MEMORIAL DR/BNSF UNDERPASS
RAILROAD PLAN AND PROFILE
SHOOFLY TRACK 1 DOT 675 230R
DIEDRICHSEN & ASSOCIATES, INC.
JUNE 2002
SHEET 15 OF 21
MEMORIAL DRIVE
BRISCOE
THE COLONY
MATCH LINE STA 8+50
MATCH LINE STA 8+50
EXISTING TOP OF RAIL
TO SOUTH RIVER, TX
TO MARCEL DR
SPIRAL NO SHOOFLY
CURVE NO SHOOFLY
630
625
620
615
610
605
600
595
590
9+00
10+00
11+00
12+00
13+00
14+00
15+00


EXHIBIT "A"
BNSF RAILWAY UNDERPASS
BRIDGE LAYOUT
BNSF MP 690.51001 = 675230R
MEMORIAL DRIVE
PLAN
THE COLONY
FRISCO
BRIDGEPANNER & ASSOCIATES, INC.
JUNE 2012
SHEET 17 OF 21


EXHIBIT "A"
BNSF RAILWAY UNDERPASS
BRIDGE LAYOUT
BNSF MP 690.51 DOT # 075230R
SHEET 2 OF 2
MEMORIAL DRIVE
ELEVATION
THE COLONY
FRISCO
BRIDGEFARMER & ASSOCIATES, INC.
JUNE 2012
SHEET 18 OF 21
29+00
30+00


EXHIBIT "A"
BNSF RAILWAY UNDERPASS
TYPICAL SECTION
BNSF PP 070.61 DOT# 676230R
MEMORIAL DRIVE
THE COLONY
BRISCOE
BRUDERMANN & ASSOCIATES, INC.
JUNE 2012
SHEET 19 OF 21
TYPICAL SECTION
SCALE: 3/4" = 1'-0"
NOTE:
SEE GRADE LAYOUT FOR THE LOCATION OF THE BRIDGE.


EXHIBIT "A"
MEMORIAL DRIVE
RETAINING WALL AA PLAN AND PROFILE
MEMORIAL DRIVE
THE COLONY
BRISCOE
BRIDGEFARMER & ASSOCIATES, INC.
JUNE 202
SHEET 20 OF 21
MEMORIAL DRIVE
FUTURE TRAVEL
FUTURE CHANNEL
FUTURE RETAINING WALL
FUTURE FINISH GRADE AT WALL FACE
TOP OF WALL
END RETAINING WALL AA
BEGIN WALL AA
EXISTING GRADE AT WALL FACE
20+00
21+00
22+00
23+00
24+00
585
590
595
600
605
610
615
620
625


NOTES
MEMORIAL DRIVE
EXHIBIT "A"
MEMORIAL DRIVE
RETAINING WALL AB PLAN AND PROFILE
MEMORIAL DRIVE
BRIDGEFARMER & ASSOCIATES, INC
JUNE 2012
SHEET 21 OF 21
620
615
610
605
600
595
590
585
580
14+00
15+00
16+00
17+00
18+00
FUTURE GRADE
FUTURE RETAINING WALL
EXISTING GROUND AT WALL FACE
FUTURE FINISH GRADE AT WALL FACE
RETAINING WALL TO BE CONSTRUCTED WITH FUTURE CONTRACT
EXIST ROW
MAIN TRACK
FUTURE TRACK
FRISCO
THE COLONY

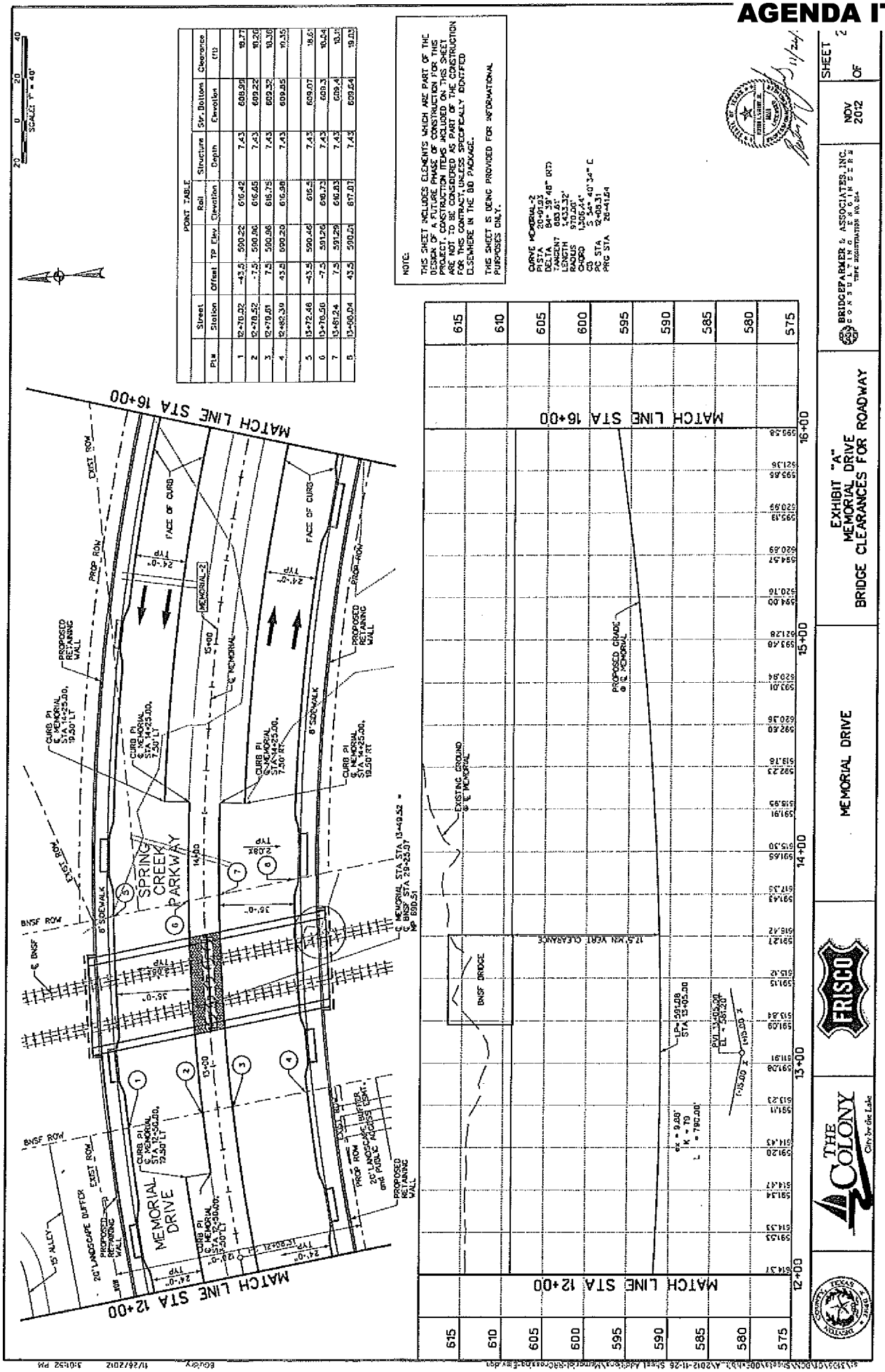

EXHIBIT "A"
MEMORIAL DRIVE
BRIDGE CLEARANCES FOR ROADWAY
MEMORIAL DRIVE
THE COLONY
FRISCO
BRIDGEFARMER & ASSOCIATES, INC.
CONSULTING ENGINEERS
NOV 2012
SHEET 2 OF
NOTE:
THIS SHEET INCLUDES ELEMENTS WHICH ARE PART OF THE DESIGN OF A FUTURE PHASE OF CONSTRUCTION FOR THIS PROJECT. CONSTRUCTION ITEMS INCLUDED ON THIS SHEET ARE NOT TO BE CONSIDERED AS PART OF THE CONSTRUCTION FOR THIS CONTRACT, UNLESS SPECIFICALLY IDENTIFIED ELSEWHERE IN THE BID PACKAGE.
THIS SHEET IS BEING PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
POINT TABLE
Pt# Street Station Offset TP Elev Rail Elevation Structure Depth Str. Bottom Elevation Clearance (ft)
1 12+70.92 -43.5 590.22 610.42 7.43 602.99 18.27
2 12+78.52 -7.5 590.06 615.65 7.43 609.22 19.26
3 12+79.61 7.5 590.06 615.75 7.43 609.32 19.36
4 12+82.39 43.5 590.20 615.98 7.43 609.55 19.35
5 13+72.48 -43.5 590.46 615.5 7.43 609.07 18.61
6 13+76.50 -7.5 591.26 616.73 7.43 609.3 18.04
7 13+81.24 7.5 591.29 616.83 7.43 609.4 18.11
8 13+90.04 43.5 590.01 617.07 7.43 609.64 19.63
CURVE MEMORIAL-2
P.I. STA 20+99.03
DELTA 84°31'48" (RT)
TANGENT 883.61'
LENGTH 1,433.32'
RADIUS 970.00'
CHORD 1,306.44'
PC STA 19+15.41
PRC STA 28+48.61
MATCH LINE STA 16+00
MATCH LINE STA 12+00
PROP ROW
EXIST ROW
FACE OF CURB
PROPOSED RETAINING WALL
6' SIDEWALK
MEMORIAL-2
SPRING CREEK PARKWAY
MEMORIAL DRIVE
BNSF ROW
BNSF BRIDGE
15' ALLEY
20' LANDSCAPE BUFFER
25' LANDSCAPE BUFFER and PUBLIC ACCESS EASM't.
PROPOSED GRADE @ ℄ MEMORIAL
EXISTING GROUND @ ℄ MEMORIAL
12'-0" MIN VERT CLEARANCE
℄ MEMORIAL STA 13+49.52 = ℄ BNSF STA 29+23.07 = MP 890.51
SCALE: 1" = 40'
11/26/2012 3:01:52 PM

EXHIBIT "B"

EASEMENT AGREEMENT

FOR MEMORIAL DRIVE UNDERPASS

(Underpass Agreement)

THIS EASEMENT AGREEMENT FOR the Memorial Drive Underpass ("**Easement Agreement**") is made and entered into as of the ____ day of _____ 20___ ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), and the City of The Colony, Texas, a political subdivision of the State of Texas ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Frisco, County of Denton, State of Texas, at RAILROAD Line Segment 1046, Mile Post 690.51, [City Project # _____], as described or depicted on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Underpass Agreement dated as of _____ concerning improvements on or near the Premises (the "**Underpass Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement across the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the Underpass Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Underpass Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the Underpass Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Underpass Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"),. Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Underpass Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement or the Underpass Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in

order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon

Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 **Default and Termination**.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the Underpass Agreement, at law or in equity.

Section 9 **Surrender of Premises.**

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following:**

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens**. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange**. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Underpass Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Fort Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation**. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **Texas** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein.

However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

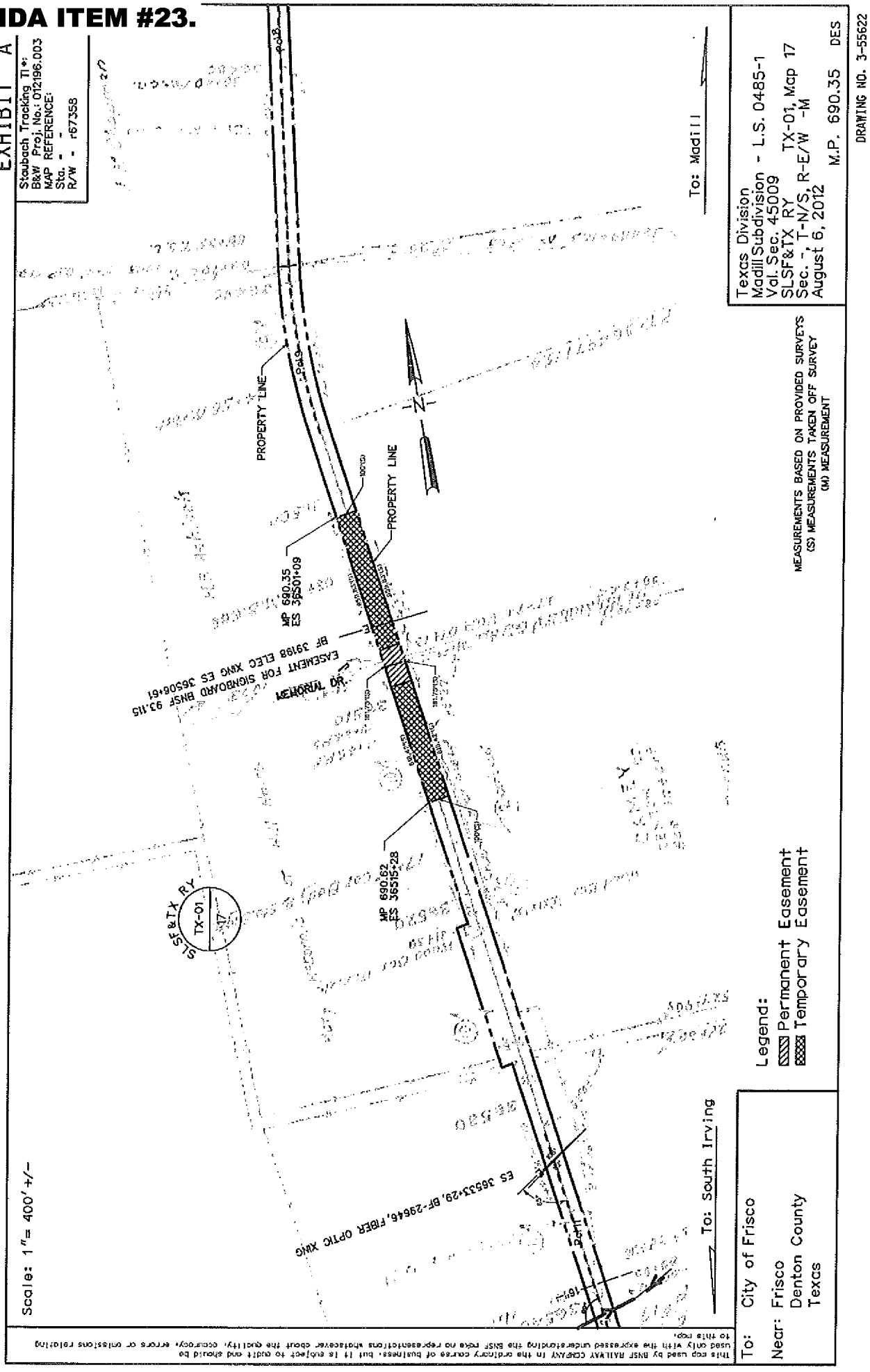
GRANTEE:

CITY OF THE COLONY,
a political subdivision of the State of Texas

By: _____
Name: Joe McCourry
Title: Mayor

EXHIBIT "A-1"

Premises


EXHIBIT "A'
Staubach Tracking TI*:
B&W Proj.No.: 012196.003
MAP REFERENCE:
Sta. - -
R/W - r67358
Texas Division
Madill Subdivision - L.S. 0485-1
Val. Sec. 45009
SLSF&TX RY TX-01, Map 17
Sec. - T-N/S, R-E/W -M
August 6, 2012
M.P. 690.35 DES
DRAWING NO. 3-55622
To: Madill
PROPERTY LINE
PROPERTY LINE
MP 690.35
ES 365501+09
EASEMENT FOR SIGNBOARD BNSF 93.115
BF 3919B ELEC XING ES 365506+61
MEMORIAL DR.
MP 690.62
ES 365515+28
SLSF&TX RY
TX-01
17
ES 365533+29, BF-29646, FIBER OPTIC XING
To: South Irving
MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT
Legend:
Permanent Easement
Temporary Easement
To: City of Frisco
Near: Frisco
Denton County
Texas
Scale: 1"= 400'+/-
This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

FIELD NOTE DESCRIPTION

BEING an 18,175 square foot (0.417 acre) tract of land situated in the William G. Garvin Survey, Abstract Number 453, Denton County, Texas, and being part of Burlington Northern Santa Fe Railroad (BNSFRR) right-of-way in Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the common west line of said BNSFRR, a 100-foot right-of-way, and the east line of Legend Bend Phase II, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet R, Page 4 of the Plat Records of Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the southeast of said Legend Bend Phase II tract and in the existing north line of Memorial Drive, a 120-foot right-of-way, bears South 07°01'02" East a distance of 22.91 feet;

THENCE North 82°57'29" East departing said common line a distance of 100.00 feet to the common east line of said BNSFRR and the west line of a certain tract of land conveyed to Stonebriar Country Club Joint Venture, as evidenced by deed recorded in Volume 4439, Page 37 of the Deed Records of Denton County, Texas, also being the west line of Lot 2, Block A of Stonebriar / Westin Addition, an addition to the City of Frisco, as evidenced by plat recorded in Cabinet T, Page 376 of said Plat Records;

THENCE South 07°01'02" East along said common line at a distance of 43.57 feet pass a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the northwest corner of a certain tract of land conveyed to Texas Department of Public Safety (TDPS) as evidenced by deed recorded in Document Number 93-0093814 of said Deed Records, continuing at a distance of 66.10 feet pass a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the common southwest corner of said TDPS tract and the northwest corner of a certain tract of land called Tract 1 conveyed to Texas Industries, Inc. as evidenced by deed recorded in Document Number 94-0011703 of said Deed Records, in all a total distance of 181.75 feet;

THENCE South 82°57'29" West departing said east line of said BNSFRR a distance of 100.00 feet to the common west line of said BNSFRR and the east line of The Cascades at the Legends Phase 2, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet Y, Page 421 of said Plat Records;

THENCE North 07°01'02" West along said common line at a distance of 38.84 feet pass a 1/2-inch iron rod with cap stamped "Pacheco Koch" found for the northeast corner of said The Cascades at the Legends Phase 2 and in the existing south line of Memorial Drive, in all a total distance of 181.75 feet to the **POINT OF BEGINNING**;

CONTAINING within the metes recited 18,175 square feet or 0.417 acre of land, more or less.

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

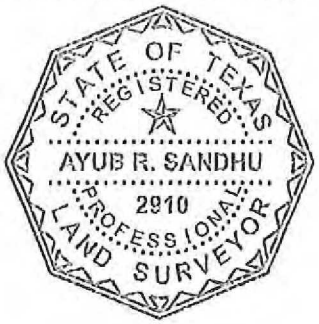
FIELD NOTE DESCRIPTION

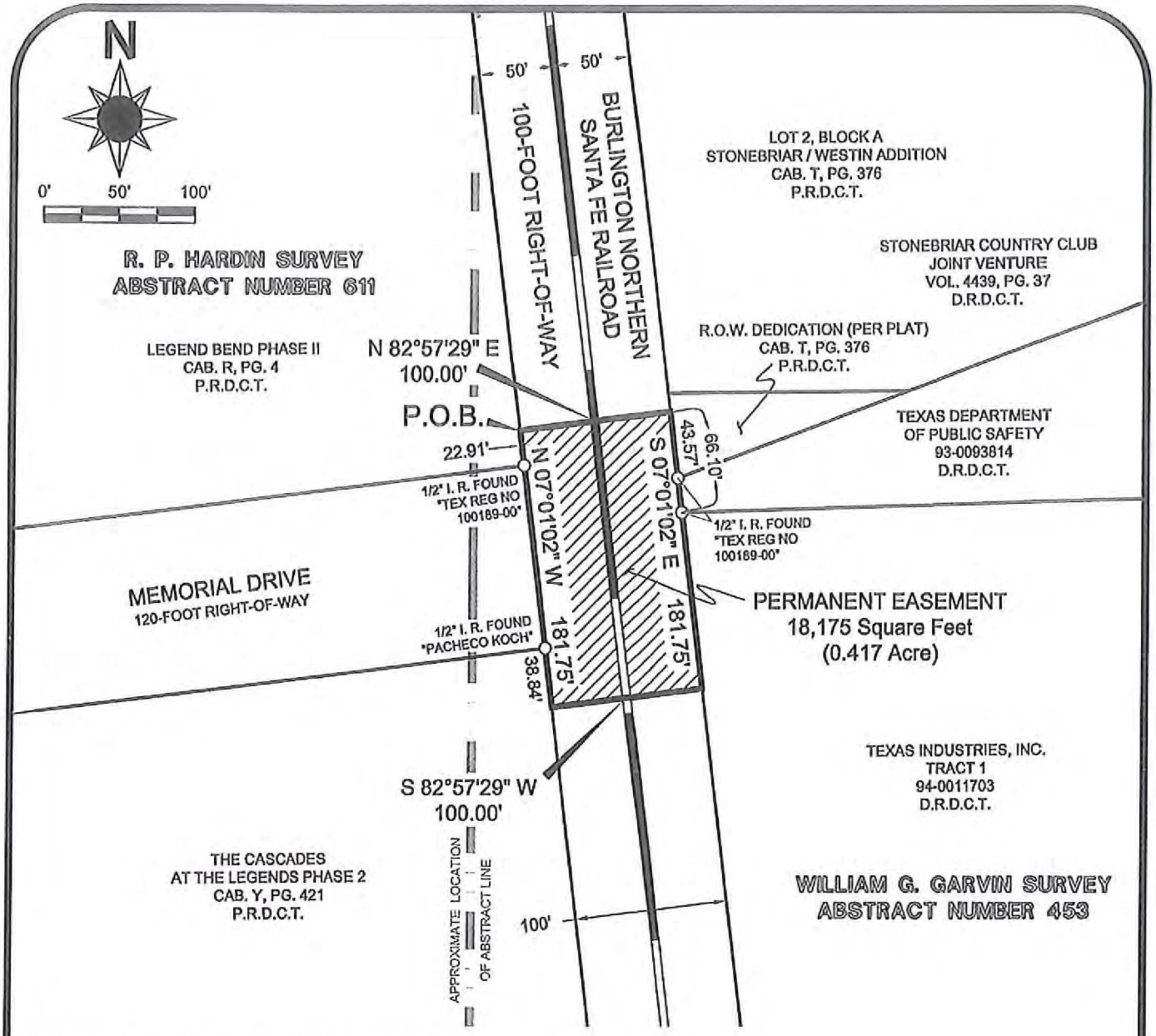
Bearings are based on NAD 83, Texas State Plane Coordinate System, North Central Zone (4202). Distances have been scaled to surface values using a surface adjustment factor of 1.000150630.

A plat of survey accompanies these field notes.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon is based upon an actual survey made on the ground under my supervision.

Ayub R. Sandhu 5-2-12
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





BEARING BASIS: BEARINGS SHOWN HEREON ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.000150630 TO THE STATE PLANE COORDINATES.

FIELD NOTES ACCOMPANY THIS PLAT.

PERMANENT EASEMENT
PROPERTY OF BURLINGTON NORTHERN SANTA FE
PART OF THE WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
AYUB R. SANDHU
2910
PROFESSIONAL
LAND SURVEYOR

5-2-12

LEGEND

O MONUMENT FOUND
P.O.B. - POINT OF BEGINNING
I. R. - IRON ROD
D.R.D.C.T. - DEED RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T. - PLAT RECORDS DENTON COUNTY, TEXAS

DRAWN BY:	J. WALDRIP	DATE:	MAY 2, 2012
CHECKED BY:	R. WALDRIP	SCALE:	1 INCH = 100 FEET
JOB NUMBER:	302-12-020	SHEET:	3 OF 3

ARS Engineers, Inc.
12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

PERMANENT EASEMENT CLOSURE SHEET.txt

Northing	Easting	Bearing	Distance
7083480.02	2472150.43		
		N 82°57'29" E	100.00
7083492.28	2472249.68		
		S 07°01'02" E	181.75
7083311.89	2472271.88		
		S 82°57'29" W	100.00
7083299.63	2472172.64		
		N 07°01'02" W	181.75
7083480.02	2472150.43		

Closure Error Distance> 0.0000
Total Distance> 563.50
Polyline Area: 18175 sq ft, 0.417 acres

TEMPORARY EASEMENT 1
PROPERTY OF BURLINGTON NORTHERN SANTA FE
R. P. HARDIN SURVEY, ABSTRACT NO. 611 &
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

FIELD NOTE DESCRIPTION

BEING a 1.515 acre (65,983 square foot) tract of land situated in the R. P. Hardin Survey, Abstract Number 611 and William G. Garvin Survey, Abstract Number 453, Denton County, Texas, and being part of Burlington Northern Santa Fe Railroad (BNSFRR) right-of-way in Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the common west line of said BNSFRR, a 100-foot right-of-way, and the east line of Legend Bend Phase II, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet R, Page 4 of the Plat Records of Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the southeast of said Legend Bend Phase II tract and in the existing north line of Memorial Drive, a 120-foot right-of-way, bears South 07°01'02" East a distance of 22.91 feet;

THENCE North 07°01'02" West along said common line a distance of 659.83 feet;

THENCE North 82°57'29" East departing said common line a distance of 100.00 feet to the common east line of said BNSFRR and the west line of a certain tract of land conveyed to Stonebriar Country Club Joint Venture, as evidenced by deed recorded in Volume 4439, Page 37 of the Deed Records of Denton County, Texas, also being the west line of Lot 2, Block A of Stonebriar / Westin Addition, an addition to the City of Frisco, as evidenced by plat recorded in Cabinet T, Page 376 of said Plat Records;

THENCE South 07°01'02" East along said common line a distance of 659.83 feet from which a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the northwest corner of a certain tract of land conveyed to Texas Department of Public Safety (TDPS) as evidenced by deed recorded in Document Number 93-0093814 of said Deed Records, bears South 07°01'02" East a distance of 43.57 feet;

THENCE South 82°57'29" West departing said common line a distance of 100.00 feet to the **POINT OF BEGINNING**;

CONTAINING within the metes recited 1.515 acres or 65,983 square feet of land, more or less.

TEMPORARY EASEMENT 1
PROPERTY OF BURLINGTON NORTHERN SANTA FE
R. P. HARDIN SURVEY, ABSTRACT NO. 611 &
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

MAY 2, 2012

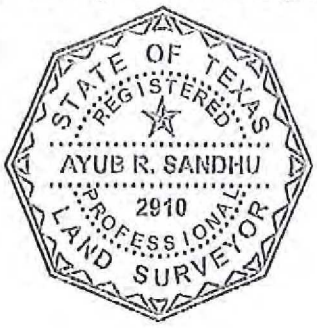
FIELD NOTE DESCRIPTION

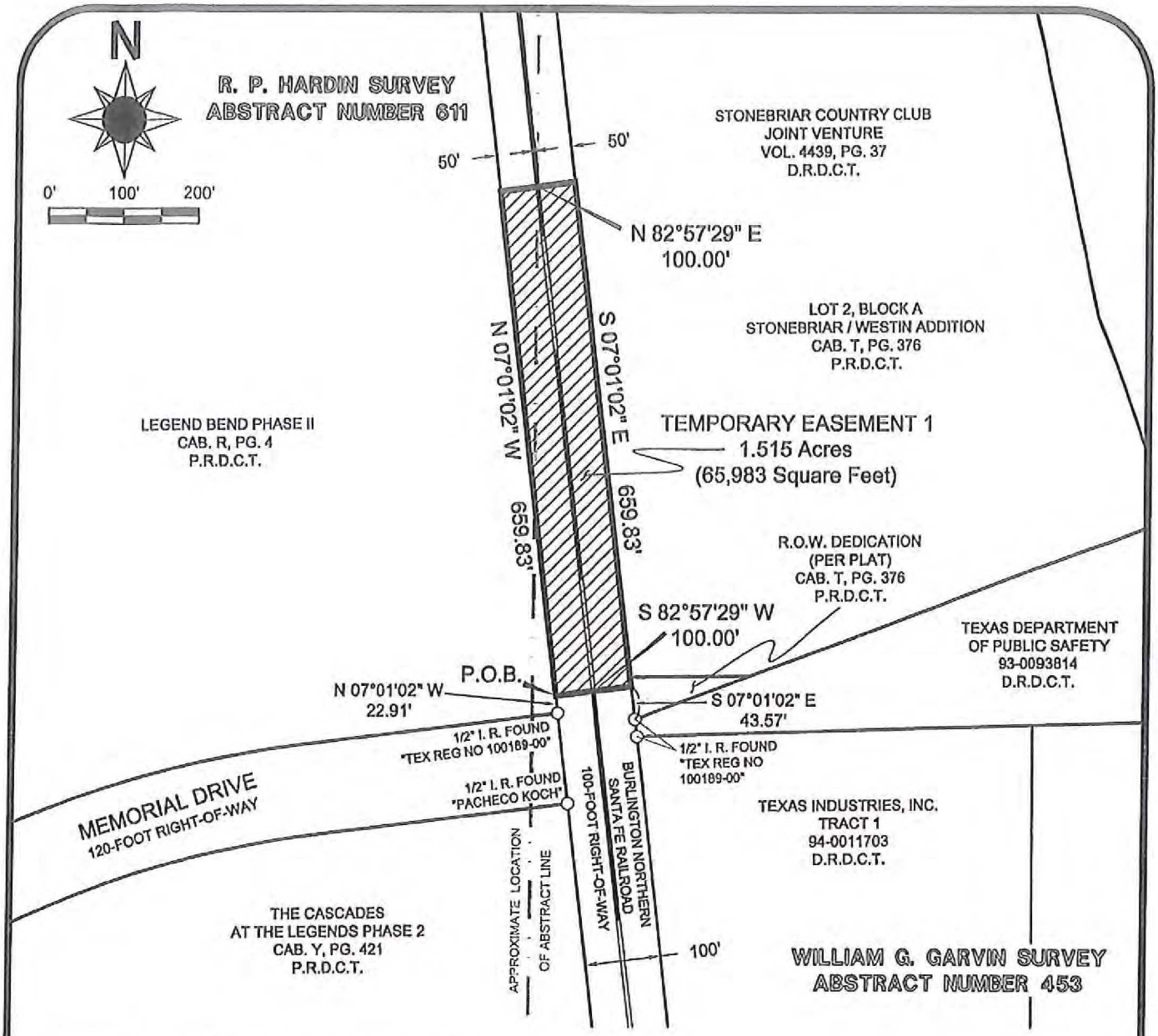
Bearings are based on NAD 83, Texas State Plane Coordinate System, North Central Zone (4202). Distances have been scaled to surface values using a surface adjustment factor of 1.000150630.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon is based upon an actual survey made on the ground under my supervision.

Ayub R. Sandhu 5-2-12

Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





BEARING BASIS: BEARINGS SHOWN HEREON ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.000150630 TO THE STATE PLANE COORDINATES.

FIELD NOTES ACCOMPANY THIS PLAT.

TEMPORARY EASEMENT 1
PROPERTY OF BURLINGTON NORTHERN SANTA FE
PART OF THE R. P. HARDIN SURVEY, ABSTRACT NO. 611
AND THE WILLIAM G. GARVIN SURVEY,
ABSTRACT NO. 453
DENTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
AYUB R. SANDHU
2910
PROFESSIONAL
LAND SURVEYOR

5-2-12

LEGEND

O MONUMENT FOUND

P.O.B. - POINT OF BEGINNING

I. R. - IRON ROD

D.R.D.C.T. - DEED RECORDS DENTON COUNTY, TEXAS

P.R.D.C.T. - PLAT RECORDS DENTON COUNTY, TEXAS

DRAWN BY:	J. WALDRIP	DATE:	MAY 2, 2012
CHECKED BY:	R. WALDRIP	SCALE:	1 INCH = 200 FEET
JOB NUMBER:	302-12-020	SHEET:	3 OF 3

ARS Engineers, Inc.
12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

Northing	Easting	Bearing	Distance
7083480.02	2472150.43		
		N 07°01'02" W	659.83
7084134.91	2472069.82		
		N 82°57'29" E	100.00
7084147.17	2472169.07		
		S 07°01'02" E	659.83
7083492.28	2472249.68		
		S 82°57'29" W	100.00
7083480.02	2472150.43		

Closure Error Distance> 0.0000
Total Distance> 1519.67
Polyline Area: 65983 sq ft, 1.515 acres

TEMPORARY EASEMENT 2 **MAY 2, 2012**
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

FIELD NOTE DESCRIPTION

BEING a 1.420 acre (61,842 square foot) tract of land situated in the William G. Garvin Survey, Abstract Number 453, Denton County, Texas, and being part of Burlington Northern Santa Fe Railroad (BNSFRR) right-of-way in Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING in the common west line of said BNSFRR, a 100-foot right-of-way, and the east line of The Cascades at the Legends Phase 2, an addition to the City of The Colony, as evidenced by plat recorded in Cabinet Y, Page 421 of the Plat Records of Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "Pacheco Koch" found for the northeast corner of said The Cascades at the Legends Phase 2 and in the existing south line of Memorial Drive, a 120-foot right-of-way, bears North 07°01'02" West a distance of 38.84 feet;

THENCE North 82°57'29" East a distance of 100.00 feet to the common east line of said BNSFRR and the west line of a certain tract of land called Tract 1 conveyed to Texas Industries, Inc. as evidenced by deed recorded in Document Number 94-0011703 of the Deed Records of Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "TX REG NO 100189-00" found for the common northwest corner of said Texas Industries tract and the southwest corner of a certain tract of land conveyed to Texas Department of Public Safety (TDPS) as evidenced by deed recorded in Document Number 93-0093814 of said Deed Records, bears North 07°01'02" West a distance of 115.65 feet;

THENCE South 07°01'02" East along said common line a distance of 618.42 feet;

THENCE South 82°57'29" West departing said common line a distance of 100.00 feet to the common west line of said BNSFRR and the east line of said The Cascades at the Legends Phase 2, from which a 1/2-inch iron rod with cap stamped "Pacheco Koch" found in the common west line of said BNSFRR and the north line of State Highway Number 121, a variable right-of-way width, bears South 07°01'02" East a distance of 1287.31 feet;

THENCE North 07°01'02" West along said common line a distance of 618.42 feet to the **POINT OF BEGINNING;**

CONTAINING within the metes recited 1.420 acres or 61,842 square feet of land, more or less.

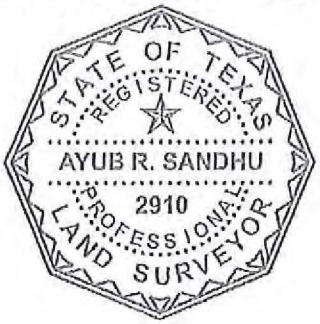
TEMPORARY EASEMENT 2 MAY 2, 2012
PROPERTY OF BURLINGTON NORTHERN SANTA FE
WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

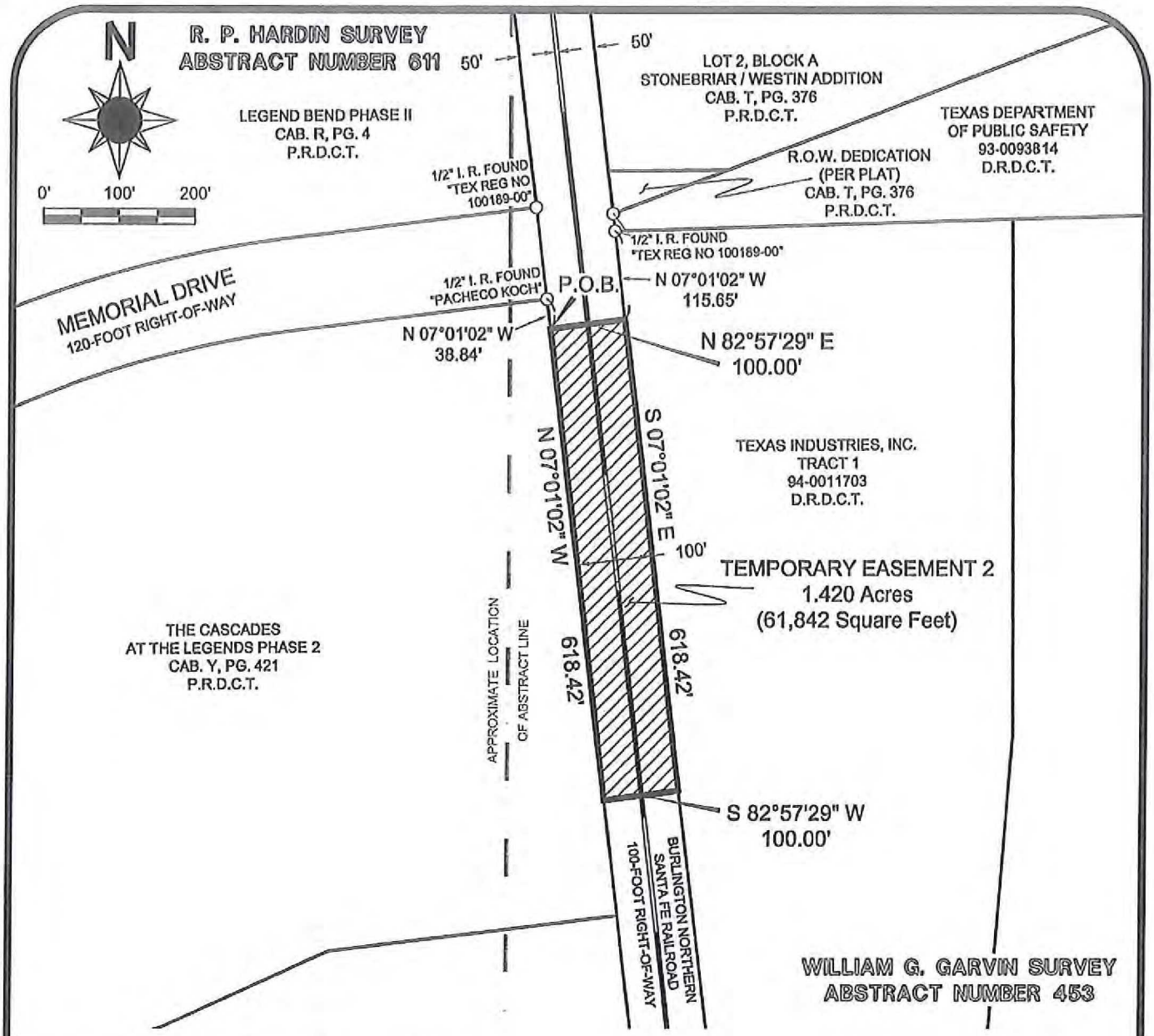
FIELD NOTE DESCRIPTION

Bearings are based on NAD 83, Texas State Plane Coordinate System, North Central Zone (4202). Distances have been scaled to surface values using a surface adjustment factor of 1.000150630.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon is based upon an actual survey made on the ground under my supervision.

Ayub R. Sandhu 5-2-12
Ayub R. Sandhu, R.P.L.S.
Texas Registration No. 2910





BEARING BASIS: BEARINGS SHOWN HEREON ARE BASED ON NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). DISTANCES SHOWN HAVE BEEN MODIFIED TO SURFACE BY APPLYING A SCALE FACTOR OF 1.000150630 TO THE STATE PLANE COORDINATES.

FIELD NOTES ACCOMPANY THIS PLAT.

TEMPORARY EASEMENT 2
PROPERTY OF BURLINGTON NORTHERN SANTA FE
PART OF THE WILLIAM G. GARVIN SURVEY, ABSTRACT NO. 453
DENTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
AYUB R. SANDHU
2910
PROFESSIONAL
LAND SURVEYOR

Ayub R. Sandhu 5-2-12

LEGEND

O MONUMENT FOUND

P.O.B. - POINT OF BEGINNING

I. R. - IRON ROD

D.R.D.C.T. - DEED RECORDS DENTON COUNTY, TEXAS

P.R.D.C.T. - PLAT RECORDS DENTON COUNTY, TEXAS

DRAWN BY:	J. WALDRIP	DATE:	MAY 2, 2012
CHECKED BY:	R. WALDRIP	SCALE:	1 INCH = 200 FEET
JOB NUMBER:	302-12-020	SHEET:	3 OF 3

ARS Engineers, Inc.
12801 N. Central Expressway, Suite 1250
Dallas, Texas 75243
Phone: (214) 739-3152 Fax: (214) 739-3169

TEMPORARY EASEMENT 2 CLOSURE SHEET.txt

Northing	Easting	Bearing	Distance
7083299.63	2472172.64		
		N 82°57'29" E	100.00
7083311.89	2472271.88		
		S 07°01'02" E	618.42
7082698.11	2472347.43		
		S 82°57'29" W	100.00
7082685.85	2472248.19		
		N 07°01'02" W	618.42
7083299.63	2472172.64		

Closure Error Distance> 0.0000
Total Distance> 1436.83
Polyline Area: 61842 sq ft, 1.420 acres

EXHIBIT "B-1"

MEMORANDUM OF EASEMENT

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of_____, 201_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and the City of The Colony, a political subdivision of the State of Texas ("**Grantee**"), whose address for purposes of this instrument is 6800 Main Street, The Colony, TX 75056, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Denton County, Texas as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 201_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

_____
Notary Public

My appointment expires:_____

(Seal)

GRANTEE:

CITY OF THE COLONY,
a political subdivision of the State of Texas

By: Joe McCourry
Name: Joe McCourry
Title: Mayor

STATE OF Texas §
§
COUNTY OF Denton §

This instrument was acknowledged before me on the 4 day of December, 2013 by Joe McCourry (name) as Mayor (title) of The Colony, Texas, a _____.

Lisa Cae Henderson
Notary Public

NOTARY PUBLIC STATE OF TEXAS Lisa Cae Henderson Commission Expires 10-01-2016

My appointment expires: 10-1-2016

(Seal)

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the **MEMORIAL DRIVE underpass (DOT No. 675230R) located at Railway's milepost 690.51, including construction of the temporary shoo-fly embankment and track, on Railway's Madill Subdivision, Line Segment 1046 in Frisco, Texas**.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop

construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Gordon Scruggs
Director of Engineering
Engineering Department
6800 Main Street
The Colony, TX 75056
Phone: 972-877-0740
Email: gscruggs@thecolonytx.gov

- **1.01.05** To the extent allowed by law, the Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway and **City of Frisco** for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway or **City of Frisco** which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **City of The Colony (Gordon Scruggs) at 972-877-0740, City of Frisco (City Engineer) at 972-292-5431,** and Railway's Manager Public Projects, telephone number **817-352-2902** at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's files **675230R.**

- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed

to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division General Manager **Ron Jackson** at **(817) 224-7001** and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail

- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25' Horizontally from centerline of nearest track
  - 23' 6" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of The Colony** and must not be undertaken until approved in writing by the Railway, and until the **City of The Colony** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of The Colony** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must

promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.contractororientation.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster (Chris Vega) at Office # 817-352-2548 or Cell # 254-299-7626 or e-mail Christopher.vega@bnsf.com** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway will be borne by the **CITY OF THE COLONY**. The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is **18** freight trains per 24-hour period at a timetable speed **40** MPH and no switching movements. No passenger trains.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing

must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com**, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and**

the information in this paragraph, the web site will govern.)

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (Chris Vega) at 817-352-2548 and BNSF's Signal Construction Supervisor (Dwayne Tiffin) at 817-740-7384.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety sensitive (F)
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to: Accident-Reporting.Center@BNSF.com**
AND COPY TO: ROADMASTER FAX 817-352-7329 & RAILWAY MANAGER PUBLIC PROJECTS FAX 817-352-2912

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 23 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

Incident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Ie Post / Line Segment: _____

Driver's License No (and state) or other ID: _____ **SSN (required)**: _____

Name (last, first, mi): _____

Address: _____ City: _____ St: _____ Zip: _____

Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

one Number: _____ Employer: _____

Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

Description of Accident (To include location, action, result, etc.): _____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment

Dr. Name: _____ Date: _____

Dr. Address:

Street: _____ City: _____ St: _____ Zip: _____

Hospital Name: _____

Hospital Address:

Street: _____ City: _____ St: _____ Zip: _____

Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT T 49 U.S.C. 20903 AND 83 U.S.C. 490

EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 675230R
Agency Project: Memorial Drive Underpass at BNSF Railway

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, with the **CITY OF THE COLONY, TEXAS** for the performance of certain work in connection with the following project: **construct MEMORIAL DRIVE underpass (DOT No. 675230R) located at Railway's milepost 690.51, including construction of the temporary shoo-fly embankment and track, on Railway's Madill Subdivision, Line Segment 1046 in Frisco, Texas** Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the **City of The Colony** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

To the extent allowed by law, Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway and **City of Frisco, Texas** for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH,**

OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY OR CITY OF FRISCO, AND THEIR AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY OR CITY OF FRISCO UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

To the extent allowed by law, Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of **$5,000,000** each occurrence and an aggregate limit of at least **$10,000,000** but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least **$5,000,000** per occurrence and **$10,000,000** in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of ***Railway***. If granted by ***Railway***, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify ***Railway*** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to ***Railway*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this ***Agreement*** has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this ***Agreement.***

Not more frequently than once every five years, ***Railway*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming ***Railway*** as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify ***Railway*** to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify ***Railway*** herein.

Failure to provide evidence as required by this section shall entitle, but not require, ***Railway*** to terminate this ***Agreement*** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this ***Agreement.*** Damages recoverable by ***Railway*** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving ***Railway*** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, ***Railway*** means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently $382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's Roadmaster Chris Vega at Office: 817-352-2548 or Cell: 254-299-7626 and email: Christopher.vega@bnsf.com four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____	BNSF Railway
Contractor	
By: _____	By: _____
Printed Name: _____	Name: Timothy J. Huya
	Manager Public Projects
Title: _____	
Contact Person: _____	Accepted and effective this _____ day of
	_____, 2012.
Address: _____	
_____	
City: _____	
State: _____ Zip: _____	
Fax: _____	
Phone: _____	
Email: _____	

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D
Railroad Shoo-fly Track
Cost Estimate
Revised 11/20/2012

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF THE COLONY

LOCATION FRISCO | DETAILS OF ESTIMATE | PLAN ITEM : PTR675230R2 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP TX DIV MADILL SUB LS 1046 MP 690.51

DESCRIPTION OF PROJECT: CITY TO CONSTRUCT EMBANKMENT AND SUBGRADE WORK FOR THE NEW MEMORIAL DRIVE (DOT NO. 675230R)UNDERPASS LOCATED IN FRISCO, TEXAS AT MP 690.51, LS 1046, MADILL SUB, TEXAS DIVISION.
BNSF TO CONSTRUCT 936 FT. SHOO-FLY TRACK (USING 24 PANDROLIZED TRACK PANELS), LINE OVER APPROXIMATELY 500 FT. OF EXISTING MAIN TRACK FOR SHOO-FLY TRACK, RELAY SHOO-FLY TRACK PANELS WITH 1872-FT OF CWR
REMOVE 273 FT. OF EXISTING MAIN TRACK FOR NEW UNDERPASS CONSTRUCTION, CONSTRUCT 273 FT. OF MAIN TRACK (USING 7 PANDROLIZED TRACK PANELS), RELAY MAIN TRACK PANELS WITH 546-FT OF CWR.

BILLING FOR THIS PROJECT: 100% BILLABLE TO THE CITY OF COLONY

RFA REQUESTED BY: I. CARBO******EST BY: M. WHITE
AFE REQUESTED BY:

MAINTAIN PROPRIETARY CONFIDENTIALITY
THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY DEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
PLACE CROSS TIES - CAP	40.0	MH	891	
PLACE FIELD WELDS - CAP	192.0	MH	4,802	
PLACE RAIL/OTM - CAP	64.0	MH	1,426	
PLACE TRACK PANELS - ADDITION - CAP	280.0	MH	6,236	
SURFACE TRACK - ADDITION - CAP	16.0	MH	405	
UNLOAD BALLAST - ADDITION - CAP	48.0	MH	1,135	
UNLOAD CROSS TIES - ADDITION - CAP	16.0	MH	357	
UNLOAD RAIL/OTM - ADDITION - OPER	64.0	MH	1,426	
UNLOAD TRACK PANELS - ADDITION	112.0	MH	2,494	
WORK TRAIN - BALLAST - ADDITION - CAP	48.0	MH	2,000	
WORK TRAIN - TRACK PANELS - ADDITION	24.0	MH	1,000	
PAYROLL ASSOCIATED COSTS			15,149	
DA OVERHEADS			19,782	
EQUIPMENT EXPENSES			11,278	
INSURANCE EXPENSES			3,484	
TOTAL LABOR COST			71,865	71,865
**********				
MATERIAL				
**********				
BALLAST-MILLCREEK	1000.0	NT **	8,460	
WORK TRAIN FUEL - BALLAST	1800.0	GAL	5,670	
WORK TRAIN FUEL - OTHER TRACK MATERIAL	900.0	GAL	2,835	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	33.0	EA **	188,661	
RAIL, TRANSN,BB,40 FT,136 - 1/4 WORN 132	4.0	EA **	5,988	
RAIL, 136 LB NEW WELDED :STANDARD CARBON	2640.0	LF **	53,460	
TIE, TRK,10FT,PRE-PLATED, PANDROL, 6IN, ROUND	25.0	EA **	3,257	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	35.0	KT **	2,433	
MATERIAL HANDLING			13,111	
ONLINE TRANSPORTATION			16,477	
USE TAX			23,309	
OFFLINE TRANSPORTATION			2,482	
TOTAL MATERIAL COST			326,143	326,143

********** OTHER **********			
FRONT END LOADER	3.0 EA	18,000	
TOTAL OTHER ITEMS COST		18,000	18,000
PROJECT SUBTOTAL			416,008
CONTINGENCIES			41,265
BILL PREPARATION FEE			4,573
GROSS PROJECT COST			461,846
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			461,846

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D
RR Bridge Inspector
Cost Estimate
Revised 11/20/2012

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF COLONY

LOCATION FRISCO | DETAILS OF ESTIMATE | PLAN ITEM: PTR675230R1 | VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP INSPECTION TX DIV MADILL SUB LS 1046 MP 609.51 DOT #675230R

DESCRIPTION OF PROJECT: BNSF TO HIRE A BRIDGE/PROJECT INSPECTOR FROM AN ENGINEERING COMPANY TO PROVIDE 216 DAYS OF INSPECTION
DURING THE CONSTRUCTION OF THE NEW MEMORIAL DRIVE (DOT NO. 675230R) UNDERPASS LOCATED IN FRISCO, TEXAS AT MP 690.51, LS 1046, MADILL SUB, TEXAS DIVISION.

BILLING FOR THIS PROJECT: 100% BILLABLE TO CITY OF THE COLONY

RFA REQUESTED BY: I. CARBO**********EST BY: M. WHITE
AFE REQUESTED BY:

MAINTAIN PROPRIETARY CONFIDENTIALITY
THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL $
**********			
LABOR			
**********			
TOTAL LABOR COST		0	0
**********			
MATERIAL			
**********			
TOTAL MATERIAL COST		0	0
**********			
OTHER			
**********			
BRIDGE INSPECTOR	216.0 DAY	259,200	
TOTAL OTHER ITEMS COST		259,200	259,200
PROJECT SUBTOTAL			259,200
CONTINGENCIES			25,920
BILL PREPARATION FEE			2,852
GROSS PROJECT COST			287,972
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			287,972

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D
Railroad Flagging
Cost Estimate
Revised 11/20/2012

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF THE COLONY

LOCATION FRISCO | DETAILS OF ESTIMATE | PLAN ITEM: PTR675230R | VERSION: 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP FLAGGING TX DIV MADILL SUB LS 1046 MP 690.51 DOT #0675230R

DESCRIPTION OF PROJECT: BNSF TO PROVIDE 260 DAYS OF RAILROAD FLAGGING DURING THE CONSTRUCTION OF THE NEW MEMORIAL DRIVE (DOT NO.675230R) UNDERPASS LOCATED IN FRISCO, TEXAS AT MP 690.51, LS 1046, MADILL SUB, TEXAS DIVISION.

BILLING FOR THIS PROJECT: 100% BILLABLE TO CITY OF THE COLONY

RFA REQUESTED BY: I. CARBO*********EST BY: M. WHITE
AFE REQUESTED BY:

MAINTAIN PROPRIETARY CONFIDENTIALITY
THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

DESCRIPTION	QUANTITY U/M	COST	TOTAL $
**********			
LABOR			
**********			
FLAGGING - OTHER R.O.W.- CAP	2600.0 MH	63,693	
PAYROLL ASSOCIATED COSTS		38,540	
DA OVERHEADS		61,368	
EQUIPMENT EXPENSES		21,063	
INSURANCE EXPENSES		10,025	
TOTAL LABOR COST		194,689	194,689
**********			
MATERIAL			
**********			
TOTAL MATERIAL COST		0	0
**********			
OTHER			
**********			
TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			194,689
CONTINGENCIES			19,468
BILL PREPARATION FEE			2,142
GROSS PROJECT COST			216,299
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			216,299

TIMOTHY J. HUYA
Manager Public Projects
(States of LA, MS, and TX)

BNSF Railway Company
5800 North Main Street
Fort Worth, Texas 76179

817-352-2902
817-352-2912 Fax

Tim.Huya@BNSF.com

EXHIBIT E

June 27, 2012

Gordon Scruggs
Director of Engineering
Engineering Department
City of The Colony
6800 Main Street
The Colony, TX 75056

Re: Final Approval of Plans and Specifications marked as "Exhibit A" – dated June 15, 2012 and attached to the UNDERPASS AGREEMENT (hereinafter called, the "Plans and Specifications") for Memorial Drive

Dear Gordon Scruggs:

This letter serves as BNSF RAILWAY COMPANY'S ("BNSF") final written approval of the Plans and Specifications covering the construction of the Memorial Drive underpass (DOT No. 675230R) at BNSF Railway milepost 690.51. This final written approval is given to the City of The Colony, Texas ("Agency") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF, the City of The Colony, TX and the City of Frisco, Texas, effectively dated June 27, 2012. If the Plans and Specifications are revised by The Colony subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and The Colony must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

Timothy J. Huya
Manager Public Projects

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. The Agency shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, the Agency will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, the Agency will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. A profile of the existing top of rail elevation shall be plotted on the bridge plans. The profile shall extend for 500 feet in each direction of the proposed overpass and a separate profile shall be plotted for each track. If the existing top of rail profile(s) is not uniform such that a sag exists in the vicinity of the proposed Structure, the permanent Structure vertical clearance shall be increased sufficiently to accommodate a raise in the track profile to remove the sag. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, the Agency should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's right-of –way or property, the Agency should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. The Agency shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the Agency will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from

the original plans that occurred during construction. The "As Built" plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

The Agency will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by the Agency. Trespasser control shall be the responsibility of the Agency. Graffiti removal will be the responsibility of the Agency.

BRIDGE INSPECTION:

The Agency will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the Agency will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the Agency will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design. Pipelines will be not be added or attached to the Structure without first submitting plans and calculations to BNSF for review and approval.

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN UNDERPASS AGREEMENT BY AND BETWEEN THE BNSF RAILWAY COMPANY (BNSF), THE CITY OF THE COLONY AND THE CITY OF FRISCO FOR THE CONSTRUCTION OF THE BNSF MEMORIAL DRIVE RAILROAD UNDERPASS; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Underpass Agreement by and between the BNSF Railway Company, the City of The Colony and the City of Frisco, Texas for the construction of the BNSF Memorial Drive Railroad Underpass, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #24.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering

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

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Agreement for Exchange of Real Estate Property, Conveyance of Easements and Related Matters by and between the City of Frisco and Legacy Warren Partners, L.P. for the Legacy Elevated Storage Tank**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute an Agreement for Exchange of Real Estate Property, Conveyance of Easements and Related Matters by and between the City of Frisco and Legacy Warren Partners, L.P. for the Legacy Elevated Storage Tank.

Background Information: The City has an existing 300,000 gallon water storage tank that is located southwest of and adjacent to Baylor Medical Center and northwest of the Villages of Stonebriar Park subdivision. The existing water storage tank property is situated 1,000 feet south of Warren Parkway and 500 feet east of Legacy. This water tank has been out of service for several years and a replacement tank is needed to serve this area of the City.

The agreement for exchange of real estate provides the City of Frisco a new site for a new 1.5 million gallon elevated water storage tank. The new tank site is located south and adjacent to Fire Station No. 3, and is given by the property owner in exchange for the City's existing water tank site. The existing tank site is 0.689 acres and the new site is 0.918 acres. As a result of the agreement for exchange, the City does not have to purchase any property.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

Financial Considerations: Certain closing costs including roll-back taxes and other fees associated with the agreement will be paid from Bond funds.

Legal Review: The Agreement has been prepared by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Agreement

Staff Recommendation: Staff recommends approval of the resolution.

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY, CONVEYANCE OF EASEMENTS AND RELATED MATTERS BY AND BETWEEN THE CITY OF FRISCO AND LEGACY WARREN PARTNERS, L.P. FOR THE LEGACY ELEVATED STORAGE TANK.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement for Exchange of Real Property, Conveyance of Easements and Related Matters by and between the City of Frisco and Legacy Warren Partners, L.P. for the Legacy Elevated Storage Tank, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
City of Frisco, Texas
Attn: George Purefoy
6101 Frisco Square Blvd.; 5th Floor
Frisco, Texas 75034

AGREEMENT FOR EXCHANGE OF REAL PROPERTY, CONVEYANCE OF EASEMENTS AND RELATED MATTERS

(Legacy Elevated Storage Tank)

THIS AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY, CONVEYANCE OF EASEMENTS AND RELATED MATTERS ("Agreement") is made by and between the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality ("City") and **LEGACY WARREN PARTNERS, L.P.**, a Texas limited partnership ("Developer"), a Texas municipal corporation (City and Developer are individually and collectively referred to herein as "Party" or "Parties") on this ___ day of _____, 2012 ("Effective Date").

Recitals

WHEREAS, City owns real property located in Collin County, Texas, consisting of approximately 0.689± acres ("Property A-1"), as more particularly described in and depicted on ***Exhibit "A-1"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, City owns a Water Line Easement ("Water Line Easement") located in Collin County, Texas, consisting of approximately 0.172± acres ("Property A-2"), as more particularly described in and depicted on ***Exhibit "A-2"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer owns real property located in Collin County, Texas, consisting of approximately 8.279± acres ("Developer's Northern Tract"), as more particularly described in and depicted on ***Exhibit "B-1"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, Developer owns real property located in Collin County, Texas, consisting of approximately 1.318± acres ("Developer's Southern Tract"), as more particularly described in and depicted on ***Exhibit "B-2"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, Property A-1 is currently used for an elevated storage tank and an existing ground water well and pump ("Old Tower and Well Site"), which has become insufficient to provide water service to the residents of City, necessitating the need to construct a new elevated storage tank ("New Tower Site"), on an approximately 0.918 acre tract ("Property B") located on Developer's Northern Tract, as more particularly described in and depicted on ***Exhibit "B-3"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, as part of the construction of the New Tower Site and the demolition and removal of the elevated storage tank, capping of the existing ground water well and removal of the pump on the Old Tower and Well Site ("Project"), City will need various Easements (hereinafter defined), both temporary and permanent, from Developer on Developer's Northern Tract and Developer's Southern Tract to, among other things, construct the New Tower Site and all necessary laterals and appurtenances, and to remove the improvements, except as otherwise provided herein, located on the Old Well Site, and Developer desires to grant the Easements as provided herein; and

WHEREAS, Property A-1 and Property A-2 are either: (i) narrow strips of land, or land that because of its shape, lack of access to public road, or small area cannot be used independently under City's current zoning or under applicable subdivision or other development control ordinances; or (ii) land or a real property interest originally acquired for streets, rights-of-way, or easements that City hereby chooses to exchange for other land to be used for streets, rights-of-way, easements or other public purposes; and

WHEREAS, Developer is the fee simple owner of Developer's Northern Tract and Developer's Southern Tract, both of which abut and are adjacent to Property A-1 and Property A-2; and

WHEREAS, Developer and City desire to, among other things, exchange Property A-1 and Property A-2 with Property B (Property A-1, Property A-2 and Property B are sometimes collectively referred to herein as the "Properties"); and

WHEREAS, City and Developer are authorized to enter into this Agreement and exchange the Properties, among other things, pursuant to Section 272.001, TEX. LOC. GOV'T CODE, as amended.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, City and Developer agree as follows:

1. City Council Approval. Developer must submit an executed copy of this Agreement to Mr. Paul Knippel, or his successor in interest ("Director of Engineering") on or before December 12, 2012. Developer acknowledges and agrees that this Agreement is strictly contingent upon the City Council of the City of Frisco, Texas' ("City Council") approval and execution of same. Upon receipt of the Agreement executed by Developer, the Director of Engineering will place the Agreement on the next available agenda of the City Council for its consideration and possible action.

2. Land Subject to Agreement. The land that is the subject of this Agreement is the Properties and Easements. Developer represents and warrants that it is the sole owner of Developer's Northern Tract and Developer's Southern Tract. City represents and warrants that it is the sole owner of Property A-1 and has an equitable interest in Property A-2.

3. Description of Project. The Project will be constructed in accordance with the plans and specifications prepared and sealed by Kimley-Horn and Associates, Inc., dated

December 2011, as amended and/or modified from time to time ("Plans and Specifications"). The Parties understand and agree that the Plans and Specifications may, from time to time, require, as reasonably determined by City, modifications and/or amendments. If such modifications affect this Agreement, City will, within a reasonable time, notify Developer of same. City represents and warrants that any such amendments and/or modifications will meet the intent of the Parties in entering into this Agreement, and Developer will not receive anything less than, or be required to provide or convey to City property or other interests in excess of, what is represented by City and/or Developer, as applicable in this Agreement without the Parties agreeing in writing to the same.

4. Acknowledgement of Telecommunication Providers. Developer acknowledges and agrees that City currently has, in force and effect, Tower Site Lease Agreements with three (3) telecommunication providers ("Telecommunication Providers"), with their respective facilities being located on the Old Tower and Well Site and which will require removal and relocation to the New Tower Site as part of the Project.

5. Conveyance of Property A-1/Demolition of Old Elevated Storage Tank, Capping of the Existing Ground Water Well and Removal of the Pump on the Old Tower and Well Site.

a. Within sixty (60) calendar days of City's Final Acceptance (hereinafter defined) of the Project, City shall convey to Developer, at no cost to Developer and by special warranty deed, Property A-1, save and except the reserved well site ("Reserved Well Site"), as more particularly described in and depicted on ***Exhibit "C"***, attached hereto and incorporated herein for all purposes. "Final Acceptance" (or any derivation thereof) as used herein shall mean City's final acceptance of the Project as being in accordance with this Agreement and all applicable agreements, approved Plans and Specifications, regulations, rules, requirements and/or ordinances so as to warrant the contractor awarded the contract for the Project requesting City to Final Accept the Project and receive final payment for the construction thereof. Developer acknowledges and agrees that City's conveyance of Property A-1 (save and except the Reserved Well Site) will be subject to any and all easements and encumbrances existing on Property A-1 (save and except the Reserved Well Site), regardless of whether the same are filed in the Collin County Land Records; provided that as conditions to the conveyance of Property A-1 (save and except the Reserved Well Site): (i) City shall obtain and file releases of any liens affecting Property A-1 (including releases or waivers of any contractors performing work in connection with the Project which may have statutory lien rights); and (ii) Developer shall obtain, at Developer's sole cost and expense, a commitment from the Title Company or any title company acceptable to Developer, as determined in its sole discretion, to issue an owner's title policy insuring Developer as the fee owner of Property A-1 (save and except the Reserved Well Site), with all items referenced on Schedule C resolved so that a Developer Title Policy (as hereinafter defined) may be issued as soon as possible after the conveyance of Property A-1 (save and except the Reserved Well Site) to Developer.

b. As part of the Project, and as a condition to Final Acceptance thereof, City will, at its sole cost and expense: (i) demolish the old elevated storage tank; (ii) cap the existing ground water well for City's possible future use; and (iii) remove the pump, all located on the Old Tower and Well Site, in accordance with the Plans and Specifications. As of the date of this

Agreement, the relevant page of the Plans and Specifications reflecting the demolition of the old elevated storage tank, capping of the existing ground water well and removal of the pump on the Old Tower and Well Site are attached hereto as ***Exhibit "D"*** and incorporated herein for all purposes.

6. Conveyance of Property A-2.

a. Release of Water Line Easement (Abandoning in Place/Developer's Release).

(i) Developer acknowledges and agrees that prior to City conveying Property A-2 as provided herein, City will, at its sole cost and expense first prepare a release of Water Line Easement, abandoning the line in place ("Release of Water Line Easement in Place"). Developer acknowledges, agrees and accepts that abandoning the Water Line in place means that the line contained within the Water Line Easement will not, under any circumstance, be removed by City. City represents and warrants that prior to the Effective Date of this Agreement, City has capped the Water Line.

(II) **NOTWITHSTANDING CITY'S RELEASE OF WATER LINE EASEMENT IN PLACE, DEVELOPER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT MAY HAVE WITH REGARD TO CITY'S RELEASE OF WATER LINE EASEMENT IN PLACE. DEVELOPER HEREBY ASSUMES ANY AND ALL LIABILITY, CONSEQUENCES, DAMAGES OR OTHERWISE WHICH MAY RESULT FROM CITY'S RELEASE OF WATER LINE EASEMENT IN PLACE.**

b. Conveyance of Property A-2. Subject to Paragraph 6(a) above, City shall, at Closing (hereinafter defined) and at its sole cost and expense, quit claim ("Quit Claim Deed") to Developer Property A-2. The Parties acknowledge and agree that the Quit Claim Deed shall recite City's Abandonment of the Water Line Easement in Place. The conveyance of interests in Property A-2 by City to Developer and this Agreement is expressly conditioned upon Developer obtaining, at Developers cost and expense, a Developer Title Policy (hereinafter defined) from the Title Company insuring Developer's fee simple ownership interest in and to Property A-2.

7. Conveyance of Property B and Easements.

a. Conveyance of Property B. Developer shall, at its sole cost and expense, convey, at Closing, to City, by special warranty deed Property B; provided that as conditions to the conveyance of Property B: (i) Developer shall obtain and file releases of any liens affecting Property B; and (ii) City shall obtain, at City's sole cost and expense, a commitment from the Title Company or any title company acceptable to City, as determined in its sole discretion, to issue an owner's title policy insuring City as a fee owner of Property B, with all items referenced on Schedule C resolved so that a City Title Policy (as hereinafter defined) may be issued as soon as possible after the conveyance of Property B to the City.

b. Conveyance of Easements (Temporary and Permanent).

1. Except as otherwise provided in Paragraph 9(a) below, Developer shall, at its sole cost and expense, convey, at Closing, to City, the following easements ("Easements") with any and all necessary subordinations of lienholders and/or any superior easement holders, in the forms attached hereto as ***Exhibits "E-1 – E-7"*** and incorporated herein for all purposes:

(A) Exhibit "E-1": Temporary Access Easement for the construction of New Tower Site (including access granted to Telecommunication Providers for their construction, reconstruction, operation, etc. of new facilities on the New Tower Site and surrounding area);

(B) Exhibit "E-2": Temporary Slope and Grading Easement for the construction of New Tower Site;

(C) Exhibit "E-3": Permanent Water Line Easement for New Tower Site;

(D) Exhibit "E-4": Permanent Utility Easement (City-owned utilities) for New Tower Site;

(E) Exhibit "E-5": Temporary Access Easement for Demolition of the Old Elevated Storage Tank, Capping of the Existing Ground Water Well and Removal of Pump on Old Tower and Well Site (including access granted to Telecommunication Providers for their removal of existing facilities on Old Tower and Well Site and surrounding area);

(F) Exhibit "E-6": Permanent Water Line Easement for Reserved Well Site; and

(G) Exhibit "E-7": Permanent Access and Utility Easement (City-owned utilities) for Reserved Well Site.

2. Frisco shall, at its sole cost and expense after the execution of this Agreement and prior to Closing, file a Public Easement Declaration (Access and Utility Easement) (City-owned utilities) for Reserved Well Site, in the form attached hereto as ***Exhibit "E-8"*** and incorporated herein for all purposes, for the purpose of securing the easement needed for the Reserved Well Site.

c. Temporary Easements. All "Temporary Easements" (as described in Paragraphs(b)(1)(A), (B) and (E)), will contain a date certain for termination, which will be reasonably determined by the Director of Engineering, based on the timing of the execution of

this Agreement, City Council's award of the contract for the Project and City's anticipated issuance of a Notice to Proceed with construction of the Project. Notwithstanding anything to the contrary herein, should City need additional time for the Temporary Easements to remain in full force and effect, based on circumstances not within the reasonable control of City, Developer shall be required to extend the date of termination of each subject Temporary Easement, as reasonably determined by City; provided that in no event shall the date of termination for any Temporary Easement extend beyond the date which is three (3) years after the Effective Date of this Agreement.

8. Closing. The Parties acknowledge and agree that the exchange, conveyance and delivery of the Properties, save and except Property A-1 described in Paragraph 5 above, and the Easements, except as otherwise provided in Paragraph 9(a), will take place at a closing ("Closing") since certain Title Policies (hereinafter defined) will be provided as part of the exchange, conveyance and delivery of some of the Properties. The Closing shall occur at the Title Company (hereinafter defined). Unless otherwise provided herein, the Parties acknowledge and agree that each shall pay the closing costs typically paid by a buyer and seller in a real estate transaction.

a. Delivery of Agreement and Appraisals to Title Company. Provided the City Council approves the Agreement, the Director of Engineering will, within three (3) business days of the City Manager's execution of the Agreement, tender the Agreement to Reunion Title ("Title Company"), 1700 Redbud Blvd., Suite 300, McKinney, Texas 75069, Attn: Loretta Boddy ("Escrow Agent"), along with an appraisal for Property B (the "Property B Appraisal"), performed on behalf of City, at the City's sole cost and expense. Developer shall obtain, at Developer's sole cost and expense, and deliver to the Title Company an appraisal of Property A-2 ("Property A-2 Appraisal") within ten (10) business days of receipt of notice of the City's execution and delivery of the Agreement to the Title Company. The Property B Appraisal and Property A-2 Appraisal are herein collectively referred to as the "Appraisals".

b. Closing Date. The Closing shall occur at the Title Company no later than sixty (60) days of the Title Company's receipt of: (i) this Agreement fully executed by the City Manager and Developer; and (ii) the Appraisals.

c. Title Policies. City shall, at its sole cost and expense, pay the title premium for the title policy issued for Property B ("City Title Policy"), and Developer shall, at its sole cost and expense, pay the title premium for any title policy ("Developer Title Policy(ies)") it requests for property conveyed to it by City pursuant to this Agreement. Should Developer desire a Title Policy to be issued for any property conveyed to it by City pursuant to this Agreement, Developer may be required to provide the title company to issue such Developer Title Policy (which may include the Title Company and/or Escrow Agent) any appraisal or other evidence it may have to justify the amount of the insurance being purchased for said property, and Developer acknowledges and agrees that any Developer Title Policy desired by Developer for Property A-2 must be obtained through the Title Company. .

d. Taxes. City shall, at its sole cost and expense, pay on the date of Closing the: (i) taxes assessed and owed on Property A-2 for tax years 2008-2012; and (ii) prorated taxes owed

on Property A-2 for 2013 through the date of Closing. Within a reasonable amount of days following Closing, City shall notify the Collin County Central Appraisal District of Developer's ownership and responsibility of taxes on Property A-2.

e. Additional Consideration. As additional consideration for Developer entering into this Agreement, City shall, at Closing, tender to Developer Twenty Thousand and No/100 Dollars ($20,000.00) to be used by Developer for any purpose, as it solely deems appropriate, including but limited to: (i) attorney's fees and expenses incurred in entering into this Agreement and Closing the same; (ii) costs associated with purchasing a Developer Title Policy for any properties made the subject of this Agreement; and/or (iii) any amount required by any lienholder of Developer to deliver clear title to City of any properties made the subject of this Agreement.

9. Revised Conveyance Plat/Final Plat.

a. Revised Conveyance Plat. Developer has expressed an interest in filing a development application ("Application") for a revised conveyance plat for 3 lots, totaling 8.291± acres, contained within Legacy Medical Plaza II located on Developer's Northern Tract ("Revised Conveyance Plat"). Developer has requested that City prepare, at City's cost, the Application and Revised Conveyance Plat. In consideration for City agreeing to prepare the Application and Revised Conveyance Plat, Developer acknowledges and agrees that: (i) the Application for the Revised Conveyance Plat will not be prepared by City, or Developer and submitted to City, until Developer executes this Agreement and delivers the same to the Director of Engineering on or before December 12, 2012; and (ii) the Revised Conveyance Plat will not be placed on a future Planning & Zoning Commission agenda unless Developer delivers to City the fully executed Easements described in Paragraphs 7(b)(1)(A-D) above ("Northern Tract Easements"). Developer's delivery of the Northern Tract Easements to City shall occur no later than January 21, 2013; provided, however, should Developer deliver the Northern Tract Easements, allowing sufficient time for City to execute and file the same in the Collin County Real Property Records and note the same on the Revised Conveyance Plat, prior to January 21, 2013, City will process the Revised Conveyance Plat as set forth in this Paragraph 9(a). Provided the requirements set forth in this Paragraph 9(a), Developer hereby authorizes City to: (i) prepare the Application and Revised Conveyance Plat, on Developer's behalf; and (ii) submit and process the Application and Revised Conveyance Plat for approval. Upon City's approval of the Revised Conveyance Plat, Developer shall execute the same within three (3) business days of City's request of same.

If Developer fails to deliver the fully executed Northern Tract Easements as provided in this Paragraph 9(a), Developer acknowledges and agrees that the Northern Tract Easements shall be conveyed to City at Closing along with the remaining Easements described in and in accordance with Paragraph 7(b)(1) above.

b. Final Plat. Within ninety (90) days following City's Final Acceptance of the Project, City shall, at its sole cost and expense, prepare an application for the Final Plat for Legacy Medical Plaza (a/k/a Developer's Southern Tract), reflecting all matters set forth herein ("Final Plat"). Developer hereby authorizes City to: (i) prepare the development application and

Final Plat, on Developer's behalf; and (ii) submit and process the development application for the Final Plat for approval. Upon City's approval of the Final Plat, Developer shall execute the same within three (3) business days of City's request of same.

10. Default. No Party shall be in default under this Agreement until written notice of the default has been given to the defaulting Party (which notice shall describe in reasonable detail the nature of the default) and the defaulting Party has been given fifteen (15) business days to cure said default. If a Party is in default under this Agreement, the non-defaulting Party may, at its option, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief. Neither Party shall have the right to terminate this Agreement as a remedy for default or to suspend or be relieved of the Party's continuous performance of its obligations hereunder. Notwithstanding the foregoing, each Party agrees that if any threatened or actual breach of this Agreement arises, which reasonably constitutes immediate, irreparable harm to the other Party for which monetary damages is an inadequate remedy, equitable remedies may be sought by the non-defaulting Party, without providing the notice stated above, and awarded in a court of competent jurisdiction without requiring the non-defaulting Party to post a bond.

11. SENATE BILL 18 WAIVER. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES ANY ALL RIGHTS TO, CLAIM ANY RELIEF UNDER SENATE BILL 18, AS ADOPTED BY THE 82ND TEXAS LEGISLATIVE SESSION.

12. Miscellaneous Provisions.

a. Representations. As a material inducement to each Party to execute and perform these obligations under this Agreement, each Party hereby represents and warrants to each other as of the Effective Date and through the date of Closing as follows:

(i) Each Party will have the right and will convey to the other, where called for, good and indefeasible title to the Properties' free and clear of any and all liens, assessments, unrecorded easements, security instruments and other encumbrances except the permitted exceptions. Delivery of the Title Policies pursuant to this Agreement shall be deemed to satisfy the obligations of that Party as to the sufficiency of title required hereunder; provided, however, the conveying Party shall not be released thereby from the warranties of title set forth in the Special Warranty Deed;

(ii) To the best of City's and Developer's knowledge, there are no actions, suits, or proceedings (including condemnation) pending or threatened against the Properties, at law or in equity or before any federal, state, municipal, or other governmental agency or instrumentality, domestic or foreign, nor is City or Developer aware of any facts which to its knowledge might result in any such action, suit, or proceeding; and

(iii) Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

c. Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement. This Agreement shall not be assigned without the prior written consent of both Parties.

d. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Frisco, addressed to it at:
City of Frisco
Attention City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122

With a copy to:
Abernathy, Roeder, Boyd & Joplin, P.C.
Attention: Rebecca Brewer
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044

If to Developer, addressed to it at:
Legacy Warren Partners, L.P.
Attention: S. Curtis Welwood, Jr.
17480 Dallas Parkway, Suite 217
Dallas, Texas 75287
Telephone: (972) 931-1003
Facsimile: (972) 931-5156

With a copy to:
Liechty & McGinnis, LLP
Attention: Hilary Tyson
11910 Greenville Ave., Suite 400
Dallas, Texas 75243
Telephone: (214) 265-0008
Facsimile: (214) 265-0615

e. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

f. Place of Performance. This Agreement is made and shall be performable in Collin County, Texas, and shall be construed in accordance with the laws of Texas.

g. Section Headings. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

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

i. Attorney's Fees. Any party to this Agreement, which is the prevailing party, in any legal proceeding against any other party to this Agreement brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

j. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Developer.

l. Warranties/Representations. All warranties, representations and covenants made by one Party to the other in this Agreement or in any certificate or other instrument delivered by one Party to the other under this Agreement shall be considered to have been relied upon by the other Party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either Party.

m. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

n. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

o. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

p. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

q. Covenant Running with the Land. This Agreement shall be a covenant running with the land and the Properties and shall be binding upon the Parties. In addition, the parties shall cause this Agreement to be filed in the Land Records of Collin County, Texas.

r. Waiver. Waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

s. Sovereign Immunity. The Parties hereto agree that City has not waived its sovereign immunity by entering into and/or performing its obligations set forth herein

t. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees, heirs, legal representatives and/or trustees.

u. Reference to City. When referring to "City" herein, this Agreement shall refer to and be binding upon City, and its Council members, officers, directors, employees, representatives and agents.

v. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

CITY OF FRISCO, TEXAS,
a home-rule municipality

By: _____
George Purefoy, City Manager

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Joplin, P.C.

By: _____
Rebecca Brewer, City Attorney

LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2012.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of **LEGACY WARREN PARTNERS, L.P.**, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of December, 2012.

NORMA ANDRADE
Notary Public, State of Texas
My Commission Expires
October 03, 2016

Norma Andrade
Notary Public in and for the State of Texas
My Commission Expires: 10-3-16

EXHIBIT "A-1"
Description and Depiction of Property A-1
Old Tower and Well Site

EXHIBIT "A-1"
OLD TOWER AND WELL SITE
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being all of that tract of land described in deed to the City of Frisco, Texas recorded in Volume 2812, Page 810 of the Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the west line of a 25' private alley as shown on the plat of Villages of Stonebriar Park Phase 2, an addition to the City of Frisco, Texas according to the plat recorded in Cabinet P, Page 328 of the Map Records of Collin County, Texas, at the northeast corner of Lot 5, Block A, Legacy Medical Plaza Lots 1,2,3,4, & 5, Block A, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 20070830010003010, Land Records of Collin County, Texas; from which a 5/8" iron rod with "Tritech" cap found for corner bears North 76°53' West, a distance of 0.3 feet;

THENCE with the north line of said Lot 5, North 89°43'16" West, a distance of 200.00 feet to a point in the east line of Lot 4R, Block 1, Legacy Medical Plaza Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the plat recorded in Instrument No. 20081028010003830 of the Land Records of Collin County, Texas;

THENCE departing the said north line of Lot 5, with the said east line of Lot 4R, the east line of a 20' water easement recorded in Volume 2369, Page 459 of the Land Records of Collin County, Texas, and the south line of Lot 6, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas, according to the plat recorded in Instrument No. 20090225010000390 of the Land Records of Collin County, Texas, North 0°11'23" East, a distance of 150.00 feet to a point for corner;

THENCE with the said south line of Lot 6, South 89°43'16" East, a distance of 200.00 feet to a point for corner in the west line of Lot 2A, Block A, Frisco Medical Center Lots 1A-5A, Block A, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2007, Page 426 of the Map Records of Collin County, Texas;

THENCE South 0°11'23" West, at a distance of 133.96 feet passing the southwest corner of said Lot 2A and the northwest corner of said 25' private alley, continuing for a total distance of 150.00 feet to the **POINT OF BEGINNING** and containing 30,000 square feet or 0.689 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
7.26.12

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BIJ	DAB	JULY 2012	061123025	1 OF 2

PLOTTED BY JONES, STEPHANIE 7/26/2012 4:45 PM DWG NAME: I:\DAL_SURVEY\061123025-LEGACY WATER TOWER\DWG\061123025-LEGACY WATER A-1.DWG LAST SAVED 7/26/2012 4:41 PM

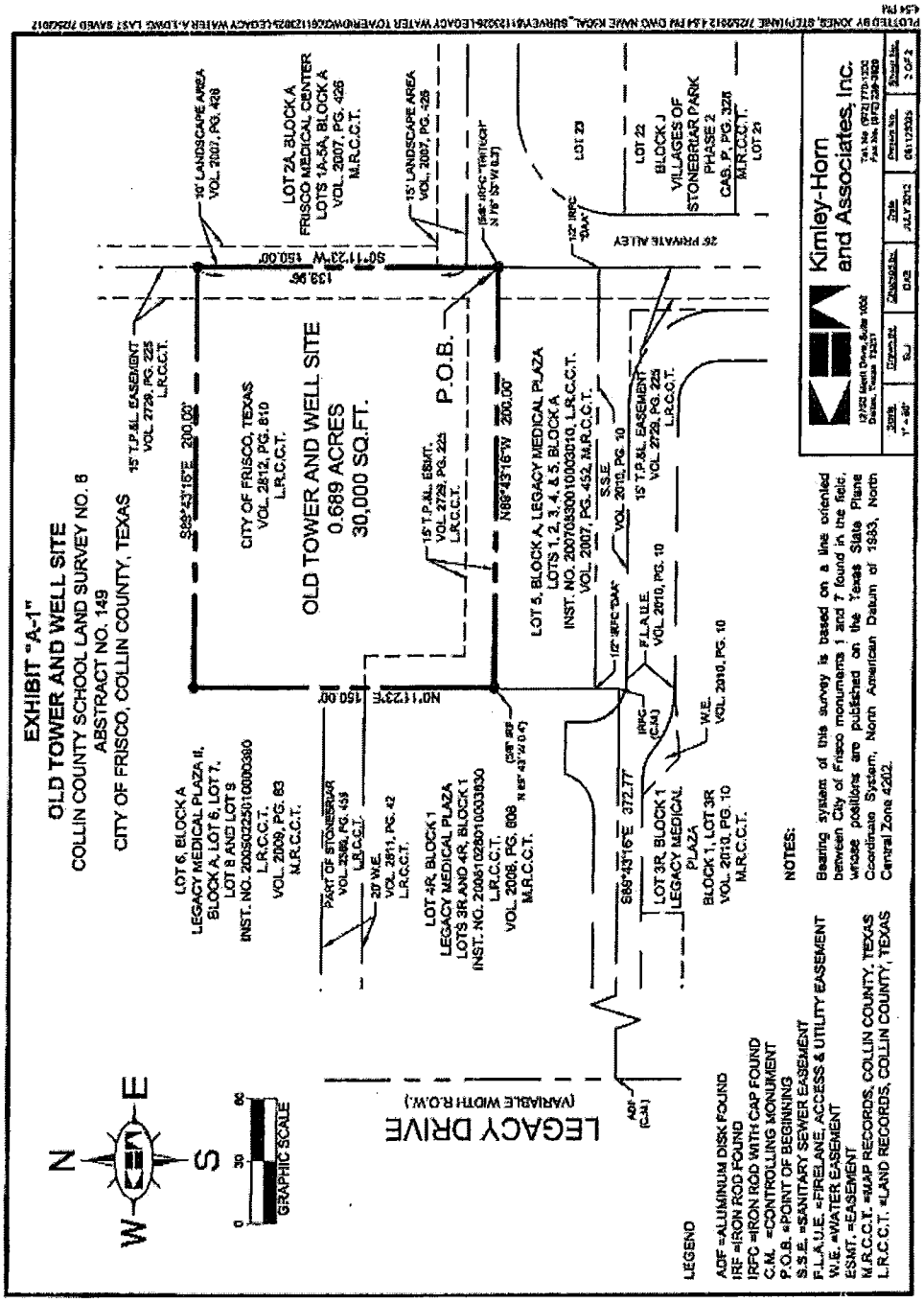

EXHIBIT "A-1"
OLD TOWER AND WELL SITE
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
OLD TOWER AND WELL SITE
0.689 ACRES
30,000 SQ.FT.
P.O.B.
LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
CITY OF FRISCO, TEXAS
VOL. 2812, PG. 610
L.R.C.C.T.
LOT 2A, BLOCK A
FRISCO MEDICAL CENTER
LOTS 1A-5A, BLOCK A
VOL. 2007, PG. 426
M.R.C.C.T.
LOT 6, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
INST. NO. 20090225010000380
L.R.C.C.T.
VOL. 2009, PG. 83
M.R.C.C.T.
LOT 4R, BLOCK 1
LEGACY MEDICAL PLAZA
LOTS 3R AND 4R, BLOCK 1
INST. NO. 20061026010003830
L.R.C.C.T.
VOL. 2006, PG. 608
M.R.C.C.T.
LOT 5, BLOCK A, LEGACY MEDICAL PLAZA
LOTS 1, 2, 3, 4, & 5, BLOCK A
INST. NO. 20070830010003010, L.R.C.C.T.
VOL. 2007, PG. 452, M.R.C.C.T.
LOT 3R, BLOCK 1
LEGACY MEDICAL
PLAZA
BLOCK 1, LOT 3R
VOL. 2010, PG. 10
M.R.C.C.T.
LOT 22
BLOCK J
VILLAGES OF
STONEBRIAR PARK
PHASE 2
CAB. P, PG. 328
M.R.C.C.T.
LOT 21
LOT 23
26' PRIVATE ALLEY
15' LANDSCAPE AREA
VOL. 2007, PG. 426
15' T.P.&L. EASEMENT
VOL. 2729, PG. 225
L.R.C.C.T.
20' W.E.
VOL. 2811, PG. 42
L.R.C.C.T.
F.L.A.U.E.
VOL. 2010, PG. 10
W.E.
VOL. 2010, PG. 10
S.S.E.
VOL. 2010, PG. 10
S89°43'16"E 372.77'
N89°43'16"W 200.00'
S89°43'15"E 200.00'
N01°11'23"E 150.00'
S01°11'23"W 150.00'
139.96'
GRAPHIC SCALE
0
30
60
N
S
W
E
LEGEND
ADF =ALUMINUM DISK FOUND
IRF =IRON ROD FOUND
IRFC =IRON ROD WITH CAP FOUND
C.M. =CONTROLLING MONUMENT
P.O.B. =POINT OF BEGINNING
S.S.E. =SANITARY SEWER EASEMENT
F.L.A.U.E. =FIRELANE, ACCESS & UTILITY EASEMENT
W.E. =WATER EASEMENT
ESMT. =EASEMENT
M.R.C.C.T. =MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. =LAND RECORDS, COLLIN COUNTY, TEXAS
NOTES:
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field; grid positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.
Kimley-Horn and Associates, Inc.

EXHIBIT "A-2"
Description and Depiction of Property A-2
Water Line Easement

EXHIBIT "A-2"
20' WATER EASEMENT
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being all of a 20' Water Easement recorded in Volume 2811, Page 42, Land Records of Collin County, Texas and also being part of a tract of land described in Special Warranty Deed to Stonebriar recorded in Volume 2369, Page 459, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point in the east right-of-way line of Legacy Drive (a 120-foot wide right-of-way) at the northwest corner of Lot 4R, Block 1, Legacy Medical Plaza, Lots 3R and 4R, Block 1, an addition to the City of Frisco according to the plat recorded in Volume 2008, Page 608, Map Records of Collin County, Texas;

THENCE with said east right-of-way line, North 00°04'44" West, a distance of 20.06 feet to a 1/2" iron rod found for the southwest corner of Lot 6, Block A, Legacy Medical Plaza II, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2007, Page 702, Map Records of Collin County, Texas;

THENCE departing said east right-of-way line, South 89°43'16" East, a distance of 373.95 feet to a 1/2" iron rod with "DAA" cap found in the west line of a tract of land described in Special Warranty Deed to the City of Frisco recorded in Volume 2812, Page 810, Land Records of Collin County, Texas at the most southerly southeast corner of said Lot 6;

THENCE with said west line, South 00°11'23" West, a distance of 20.06 feet to a 1/2" iron rod with "DAA" cap found for the northeast corner of said Lot 4R;

THENCE departing said west line and with the north line of said Lot 4R, North 89°43'16" West, a distance of 373.86 feet to the **POINT OF BEGINNING** and containing 0.172 acres or 7,499 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR

Dana Brown
Registered Professional Land
Surveyor No. 5336

Kimley-Horn and Associates, Inc.
12700 Hillcrest Drive, Suite 150
Dallas, Texas 75230
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	SEPT. 2011	011123029	1 OF 2

PLOTTED BY: JONES, STEPHANIE 7/24/2012 5:57 PM DWG NAME: X:\DAL_SURVEY\011123029-LEGACY WATER TOWER\DWG\011123029-LEGACY WATER A-2.DWG LAST SAVED: 7/23/2012 10:36 AM

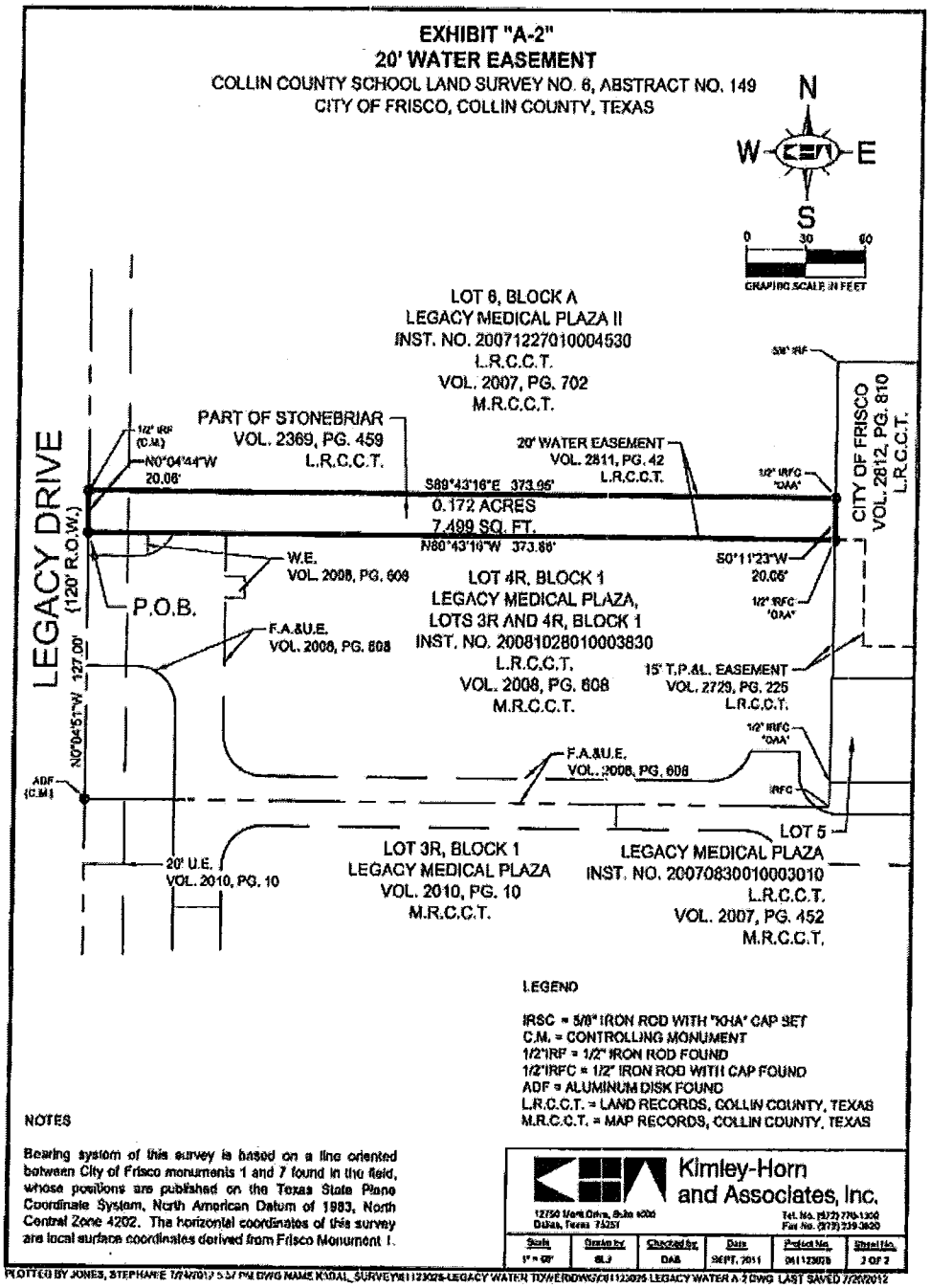
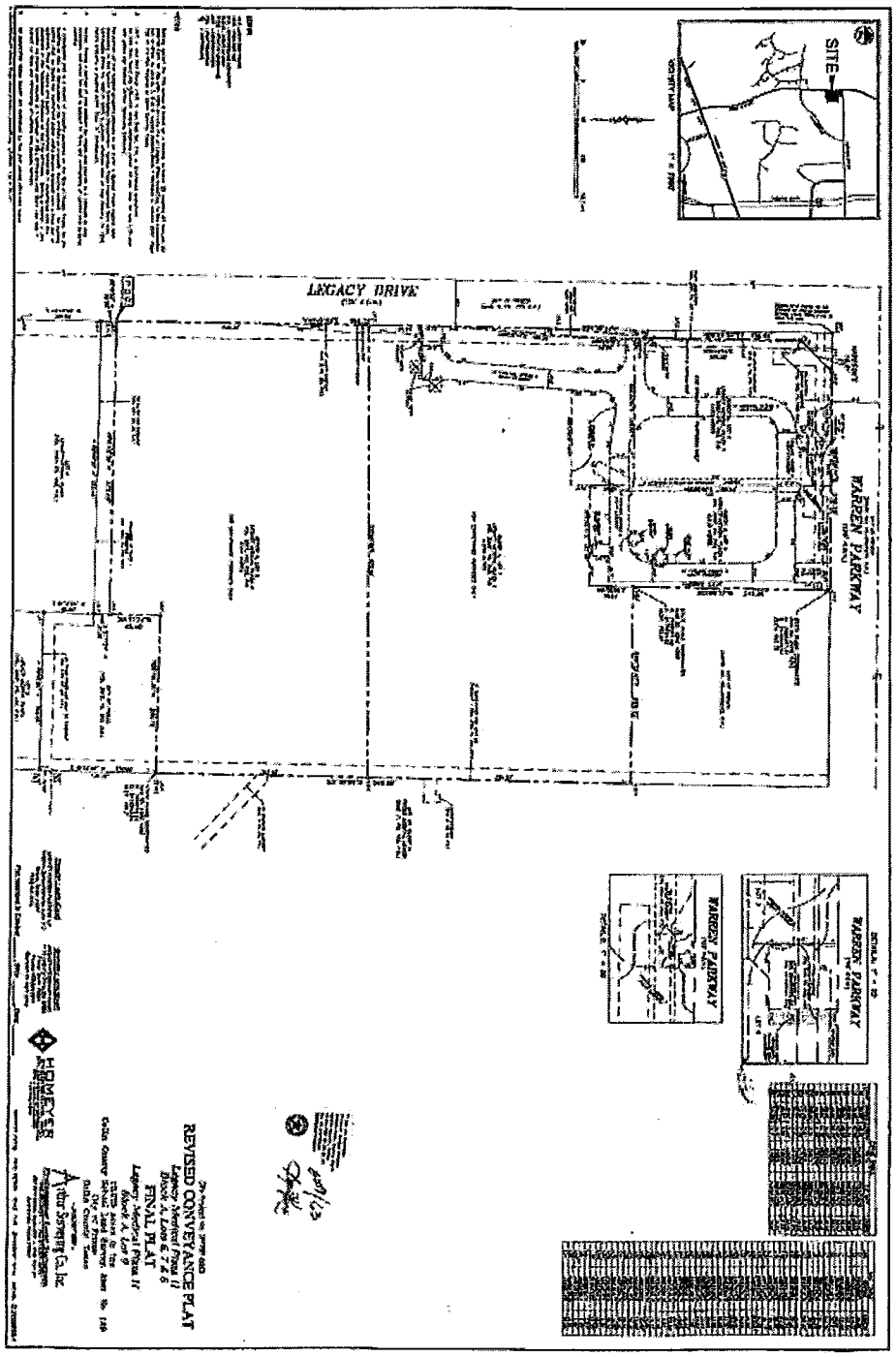

EXHIBIT "A-2"
20' WATER EASEMENT
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
N
W
E
S
0
30
60
GRAPHIC SCALE IN FEET
LOT 6, BLOCK A
LEGACY MEDICAL PLAZA II
INST. NO. 20071227010004530
L.R.C.C.T.
VOL. 2007, PG. 702
M.R.C.C.T.
PART OF STONEBRIAR
VOL. 2369, PG. 459
L.R.C.C.T.
1/2" IRF (C.M.)
N0°04'44"W
20.06'
20' WATER EASEMENT
VOL. 2811, PG. 42
L.R.C.C.T.
S89°43'16"E 373.95'
0.172 ACRES
7,499 SQ. FT.
N89°43'16"W 373.86'
5/8" IRF
1/2" IRFC "OHA"
CITY OF FRISCO
VOL. 2812, PG. 810
L.R.C.C.T.
LEGACY DRIVE
(120' R.O.W.)
P.O.B.
W.E.
VOL. 2008, PG. 608
F.A.&U.E.
VOL. 2008, PG. 608
LOT 4R, BLOCK 1
LEGACY MEDICAL PLAZA,
LOTS 3R AND 4R, BLOCK 1
INST. NO. 20081028010003830
L.R.C.C.T.
VOL. 2008, PG. 608
M.R.C.C.T.
S0°11'23"W
20.05'
1/2" IRFC "OHA"
15' T.P.&L. EASEMENT
VOL. 2729, PG. 225
L.R.C.C.T.
N0°04'51"W 127.09'
F.A.&U.E.
VOL. 2008, PG. 608
ADF (C.M.)
IRFC
20' U.E.
VOL. 2010, PG. 10
LOT 3R, BLOCK 1
LEGACY MEDICAL PLAZA
VOL. 2010, PG. 10
M.R.C.C.T.
LOT 5
LEGACY MEDICAL PLAZA
INST. NO. 20070830010003010
L.R.C.C.T.
VOL. 2007, PG. 452
M.R.C.C.T.
LEGEND
IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
C.M. = CONTROLLING MONUMENT
1/2"IRF = 1/2" IRON ROD FOUND
1/2"IRFC = 1/2" IRON ROD WITH CAP FOUND
ADF = ALUMINUM DISK FOUND
L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
NOTES
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale 1" = 60'
Drawn by BLJ
Checked by DAB
Date SEPT. 2011
Project No. 061123025
Sheet No. 2 OF 2
PLOTTED BY JONES, STEPHANIE 7/24/2012 5:57 PM DWG NAME K:\DAL_SURVEY\061123025-LEGACY WATER TOWER\DWG\061123025 LEGACY WATER A-2.DWG LAST SAVED 7/24/2012

EXHIBIT "B-1"
Description and Depiction of Developer's Northern Tract



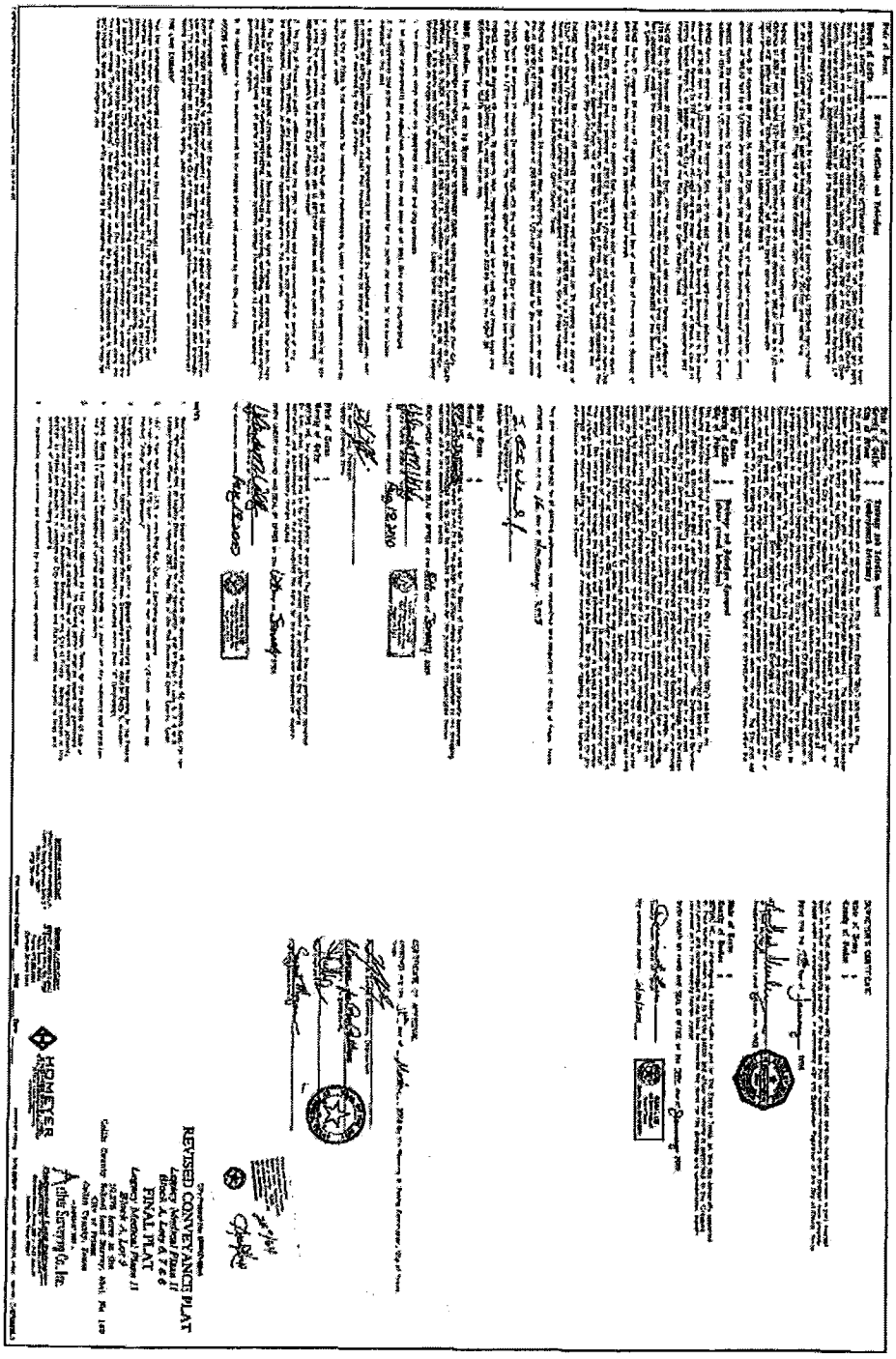

REVISED CONVEYANCE PLAT
FINAL PLAT
HOMEBUILDER

EXHIBIT "B-2"
Description and Depiction of Developer's Southern Tract

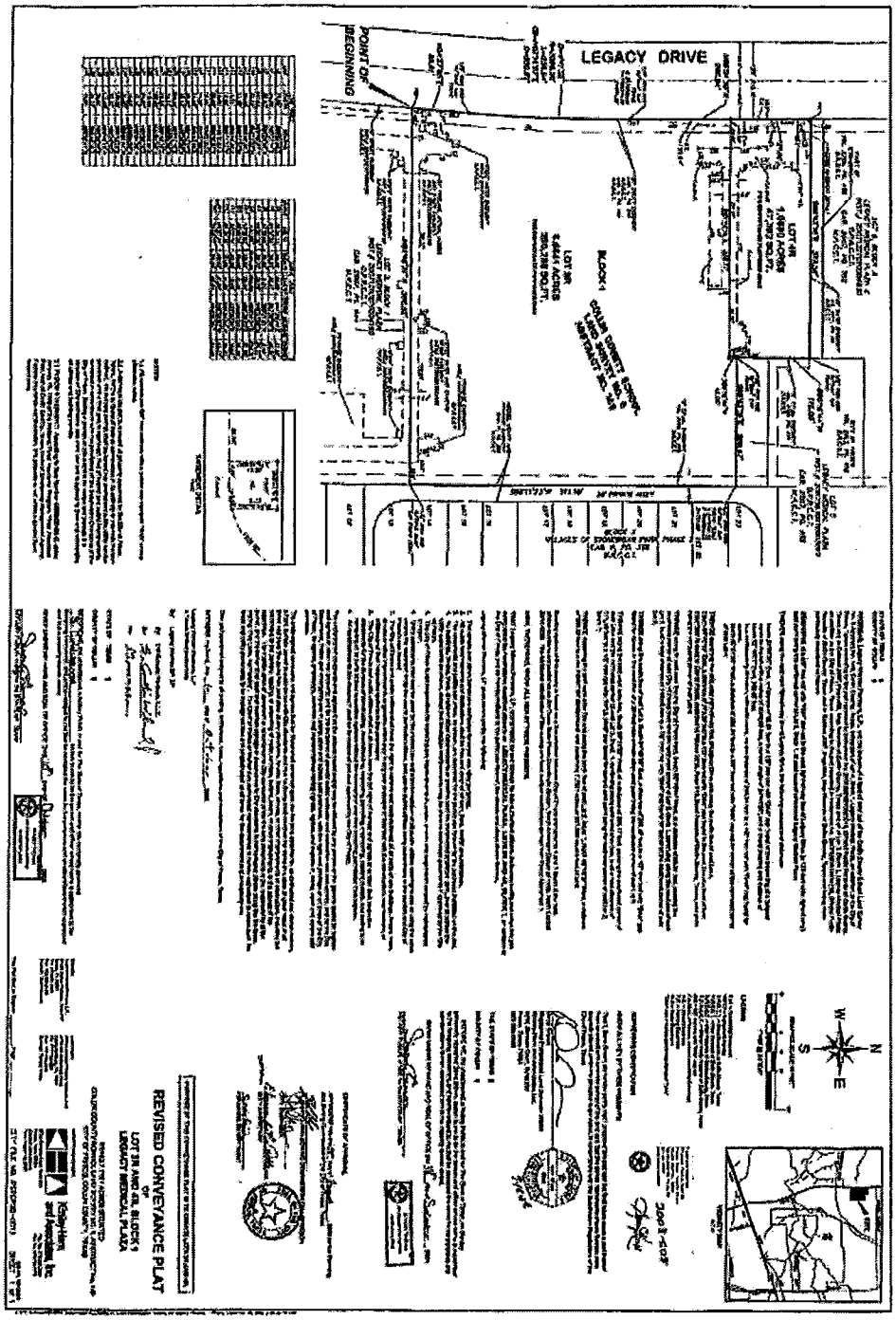


EXHIBIT "B-3"
Description and Depiction of New Tower Site

EXHIBIT "B-3"
NEW TOWER SITE
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2009, Page 63 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the west line of Lot 2A, Block A, Frisco Medical Center, Lots 1A-5A, Block A, an addition to the City of Frisco, Texas, according to the Replat recorded in Volume 2007, Page 426 of the Map Records of Collin County, Texas at the southeast corner of Lot 1, Block A, Warren Parkway R.O.W. and Fire Station No. 3, Block A, Lot 1, an addition to the City of Frisco, Texas, according to the Final Plat recorded in Cabinet Q, Page 554 of the Map Records of Collin County, Texas;

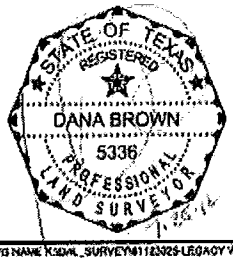
THENCE with the said west line of Lot 2A, South 00°11'23" West, a distance of 160.01 feet to a point for corner;

THENCE departing said west line, the following courses and distances:

South 89°31'39" West, a distance of 249.94 feet to a point for corner;
North 00°10'23" East, at a distance of 104.12 feet passing the southwest corner of Lot 9, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9 according to the Revised Conveyance Plat recorded in Volume 2009, Page 63 of the Map Records of Collin County, Texas, and continuing for a total distance of 160.01 to the southwest corner of said Lot 1;

THENCE departing the said east line of Lot 9, North 89°31'39" East, a distance of 249.99 feet to the **POINT OF BEGINNING** and containing 0.918 acres or 39,994 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.



DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336

Kimley-Horn and Associates, Inc.
17730 Dallas Parkway, Suite 1000
Dallas, Texas 75287
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DNO	JULY 2012	061123025	1 OF 2

PLOTTED BY: JOHNS, STEPHANIE 7/24/2012 5:58 PM DWG NAME: K:\DAL_SURVEY\061123025-LEGACY WATER TOWER\DWG\061123025 LEGACY WATER B-3.DWG LAST SAVED: 7/20/2012 10:18 AM

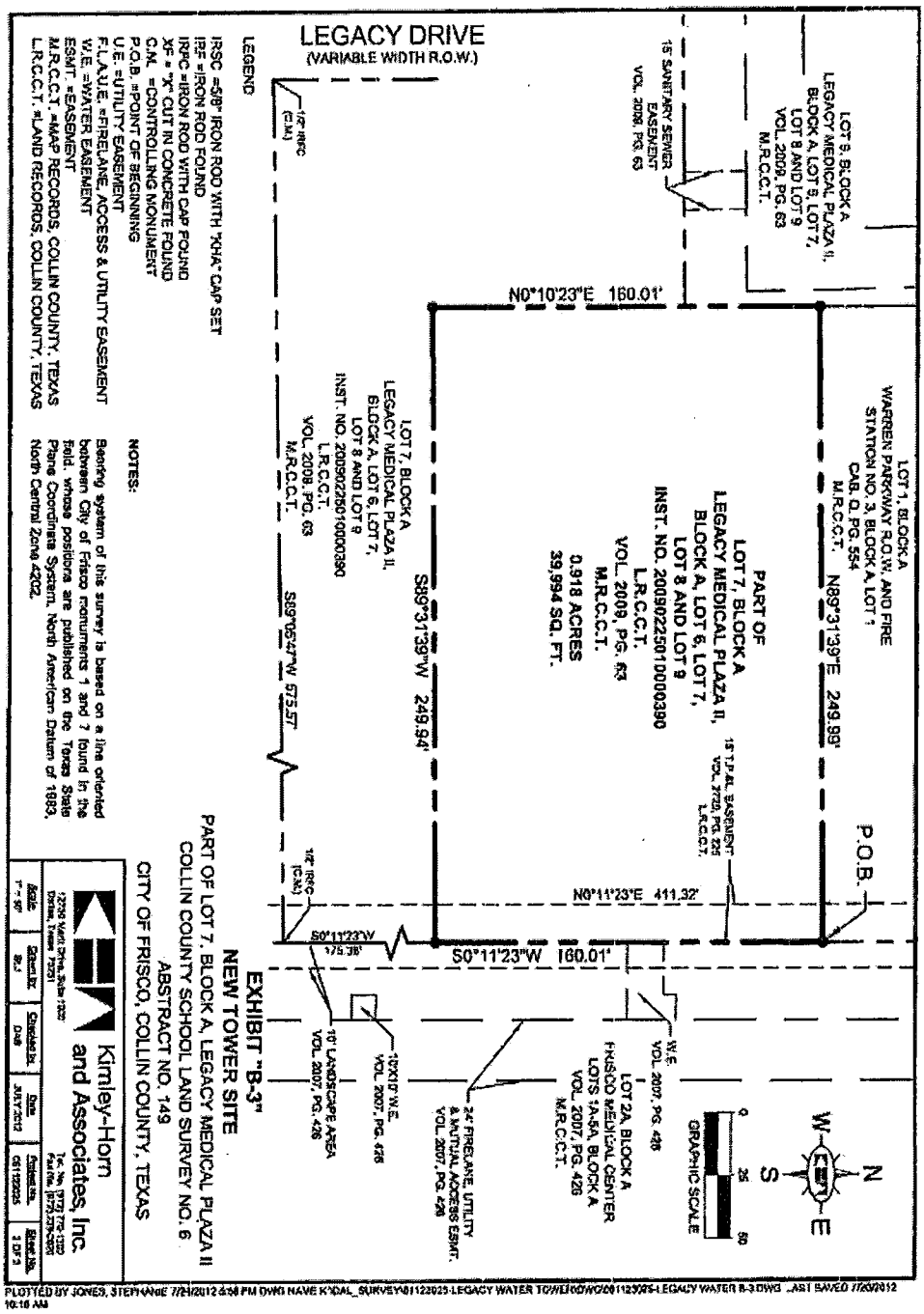

LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
LOT 1, BLOCK A
WARREN PARKWAY R.O.W. AND FIRE STATION NO. 3, BLOCK A, LOT 1
CAB. Q, PG. 554
M.R.C.C.T.
LOT 9, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 9, LOT 7,
LOT 8 AND LOT 9
VOL. 2009, PG. 63
M.R.C.C.T.
15' SANITARY SEWER EASEMENT
VOL. 2009, PG. 63
N0°10'23"E 160.01'
N89°31'39"E 249.99'
P.O.B.
PART OF
LOT 7, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
INST. NO. 20090225010000390
L.R.C.C.T.
VOL. 2009, PG. 63
M.R.C.C.T.
0.918 ACRES
39,994 SQ. FT.
15' T.P.A.E. EASEMENT
VOL. 2725, PG. 224
L.R.C.C.T.
LOT 7, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
INST. NO. 20090225010000390
L.R.C.C.T.
VOL. 2009, PG. 63
M.R.C.C.T.
S89°31'39"W 249.94'
S89°05'47"W 575.57'
1/2" IRFC (CM)
1/2" IRFC (CM)
N0°11'23"E 411.32'
S0°11'23"W 175.38'
S0°11'23"W 160.01'
15' LANDSCAPE AREA
VOL. 2007, PG. 426
10'X10' W.E.
VOL. 2007, PG. 426
24' FIRELANE, UTILITY & MUTUAL ACCESS EASMT.
VOL. 2007, PG. 426
LOT 2A, BLOCK A
FRISCO MEDICAL CENTER
LOTS 1A-5A, BLOCK A
VOL. 2007, PG. 426
M.R.C.C.T.
W.E.
VOL. 2007, PG. 426
GRAPHIC SCALE
0
25
50
N
W
E
S
LEGEND
IRSC =5/8" IRON ROD WITH "KHA" CAP SET
IRF =IRON ROD FOUND
IRFC =IRON ROD WITH CAP FOUND
XF = "X" CUT IN CONCRETE FOUND
C.M. =CONTROLLING MONUMENT
P.O.B. =POINT OF BEGINNING
U.E. =UTILITY EASEMENT
F.L.A.U.E. =FIRELANE, ACCESS & UTILITY EASEMENT
W.E. =WATER EASEMENT
ESMT. =EASEMENT
M.R.C.C.T. =MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. =LAND RECORDS, COLLIN COUNTY, TEXAS
NOTES:
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.
EXHIBIT "B-3"
NEW TOWER SITE
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12330 Hillcrest Drive, Suite 1300
Dallas, Texas 75230
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale: 1" = 50'
Sheet No.: 2 of 3
Checked By: DAB
Date: JULY 2012
Project No.: 061122025
Sheet No.: 1 OF 3
PLOTTED BY: JONES, STEPHANIE 7/23/2012 2:56 PM DWG NAME: K:\DAL_SURVEY\061122025-LEGACY WATER TOWER\DWG\061122025-LEGACY WATER B-3.DWG LAST SAVED: 7/23/2012 10:16 AM

EXHIBIT "C"
Description and Depiction of Reserved Well Site

EXHIBIT "C"
RESERVED WELL SITE
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of a tract of land described in deed to the City of Frisco, Texas recorded in Volume 2812, Page 810, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the west line of said City of Frisco tract and the east line of Lot 4R, Block 1, Legacy Medical Plaza Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2008, Page 608, Map Records of Collin County, Texas; from said point the southwest corner of said City of Frisco tract bears South 0°11'23" West, a distance of 15.00 feet;

THENCE with the said west line of the City of Frisco tract and the said east line of Lot 4R, North 0°11'23" East, a distance of 22.51 feet to a point for corner;

THENCE departing the said west line of the City of Frisco tract and the said east line of Lot 4R, South 89°43'16" East, a distance of 32.82 feet to a point for corner;

THENCE South 0°16'44" West, a distance of 22.51 feet to a point for corner in the north line of a 15' T.P.&L. easement recorded in Volume 2729, Page 225, Land Records of Collin County, Texas;

THENCE with the north line of said 15' T.P.&L. easement, North 89°43'16" West, a distance of 32.79 feet to the **POINT OF BEGINNING** and containing 738 square feet or 0.017 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	JULY 2012	061123025	1 OF 2

PLOTTED BY JONES, STEPHANIE 7/24/2012 6:58 PM DWG NAME X:\SAL_SURVEY\61123025-LEGACY WATER TOWER\DWG\61123025-LEGACY WATER C.DWG LAST SAVED 7/23/2012 10:30 AM

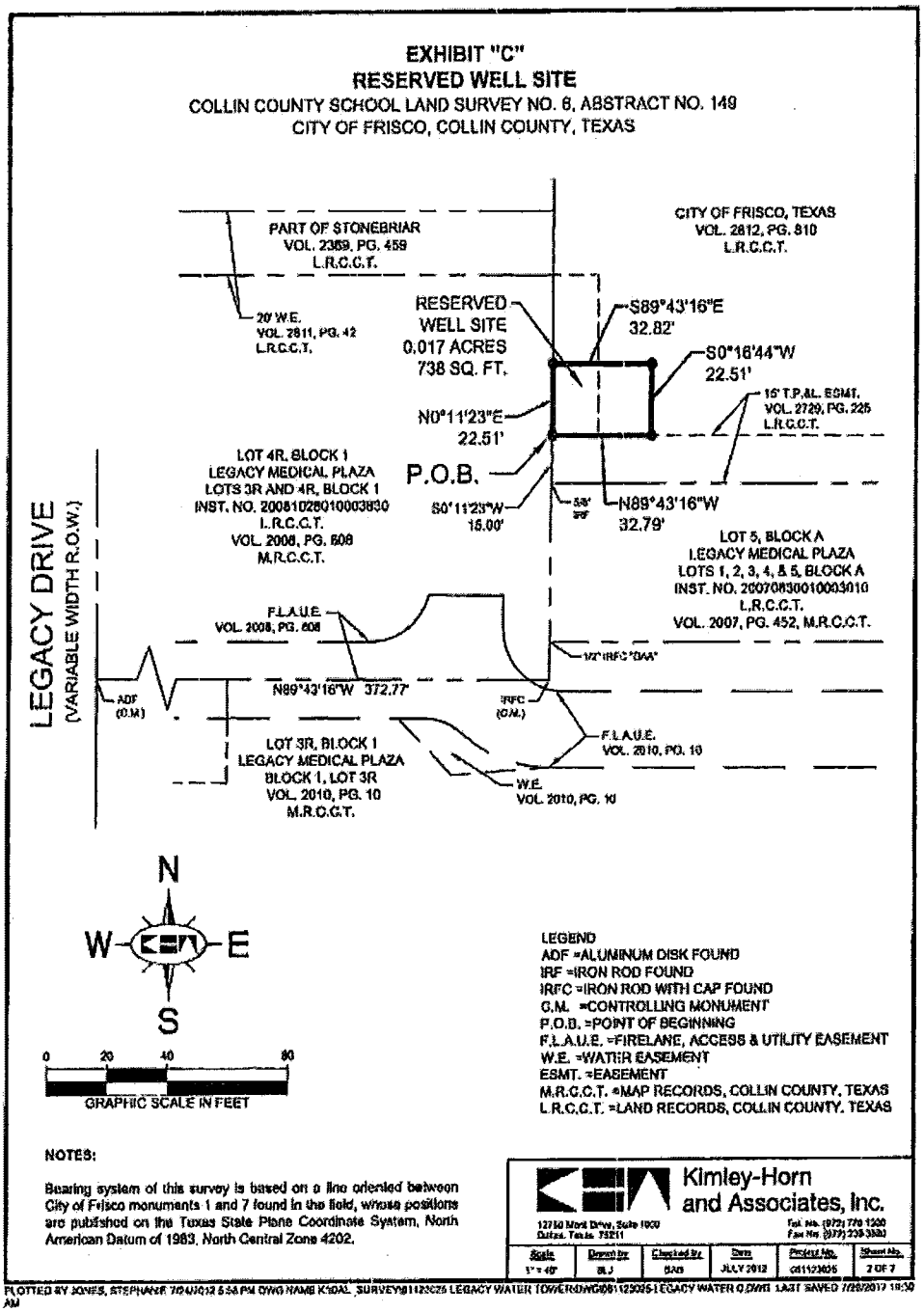

EXHIBIT "C"
RESERVED WELL SITE
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
PART OF STONEBRIAR
VOL. 2359, PG. 459
L.R.C.C.T.
CITY OF FRISCO, TEXAS
VOL. 2812, PG. 810
L.R.C.C.T.
20' W.E.
VOL. 2811, PG. 42
L.R.C.C.T.
RESERVED
WELL SITE
0.017 ACRES
738 SQ. FT.
S89°43'16"E
32.82'
S0°16'44"W
22.51'
N0°11'23"E
22.51'
15' T.P.&L. ESMT.
VOL. 2729, PG. 225
L.R.C.C.T.
LOT 4R, BLOCK 1
LEGACY MEDICAL PLAZA
LOTS 3R AND 4R, BLOCK 1
INST. NO. 20081028010003830
L.R.C.C.T.
VOL. 2008, PG. 608
M.R.C.C.T.
P.O.B.
S0°11'23"W
15.00'
N89°43'16"W
32.79'
LOT 5, BLOCK A
LEGACY MEDICAL PLAZA
LOTS 1, 2, 3, 4, & 5, BLOCK A
INST. NO. 20070830010003010
L.R.C.C.T.
VOL. 2007, PG. 452, M.R.C.C.T.
LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
F.L.A.U.E.
VOL. 2008, PG. 608
1/2" IRFC "DAA"
N89°43'16"W 372.77'
ADF
(C.M.)
IRFC
(C.M.)
F.L.A.U.E.
VOL. 2010, PG. 10
LOT 3R, BLOCK 1
LEGACY MEDICAL PLAZA
BLOCK 1, LOT 3R
VOL. 2010, PG. 10
M.R.C.C.T.
W.E.
VOL. 2010, PG. 10
N
W
E
S
0
20
40
80
GRAPHIC SCALE IN FEET
LEGEND
ADF =ALUMINUM DISK FOUND
IRF =IRON ROD FOUND
IRFC =IRON ROD WITH CAP FOUND
C.M. =CONTROLLING MONUMENT
P.O.B. =POINT OF BEGINNING
F.L.A.U.E. =FIRELANE, ACCESS & UTILITY EASEMENT
W.E. =WATER EASEMENT
ESMT. =EASEMENT
M.R.C.C.T. =MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. =LAND RECORDS, COLLIN COUNTY, TEXAS
NOTES:
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Fax No. (972) 239-3820
Scale
1" = 40'
Drawn by
BLJ
Checked by
DAB
Date
JULY 2012
Project No.
011123026
Sheet No.
2 OF 2
PLOTTED BY JONES, STEPHANIE 7/24/2012 5:58 PM DWG NAME K:\DAL_SURVEY\011123026 LEGACY WATER TOWER\DWG\011123026-LEGACY WATER Q.DWG LAST SAVED 7/23/2012 10:50 AM

EXHIBIT "D"

Relevant Page from Plans and Specifications Reflecting Demolition of the Old Elevated Storage Tank, Capping of the Existing Ground water well and Removal of the Pump on the on the Old Tower and Well Site

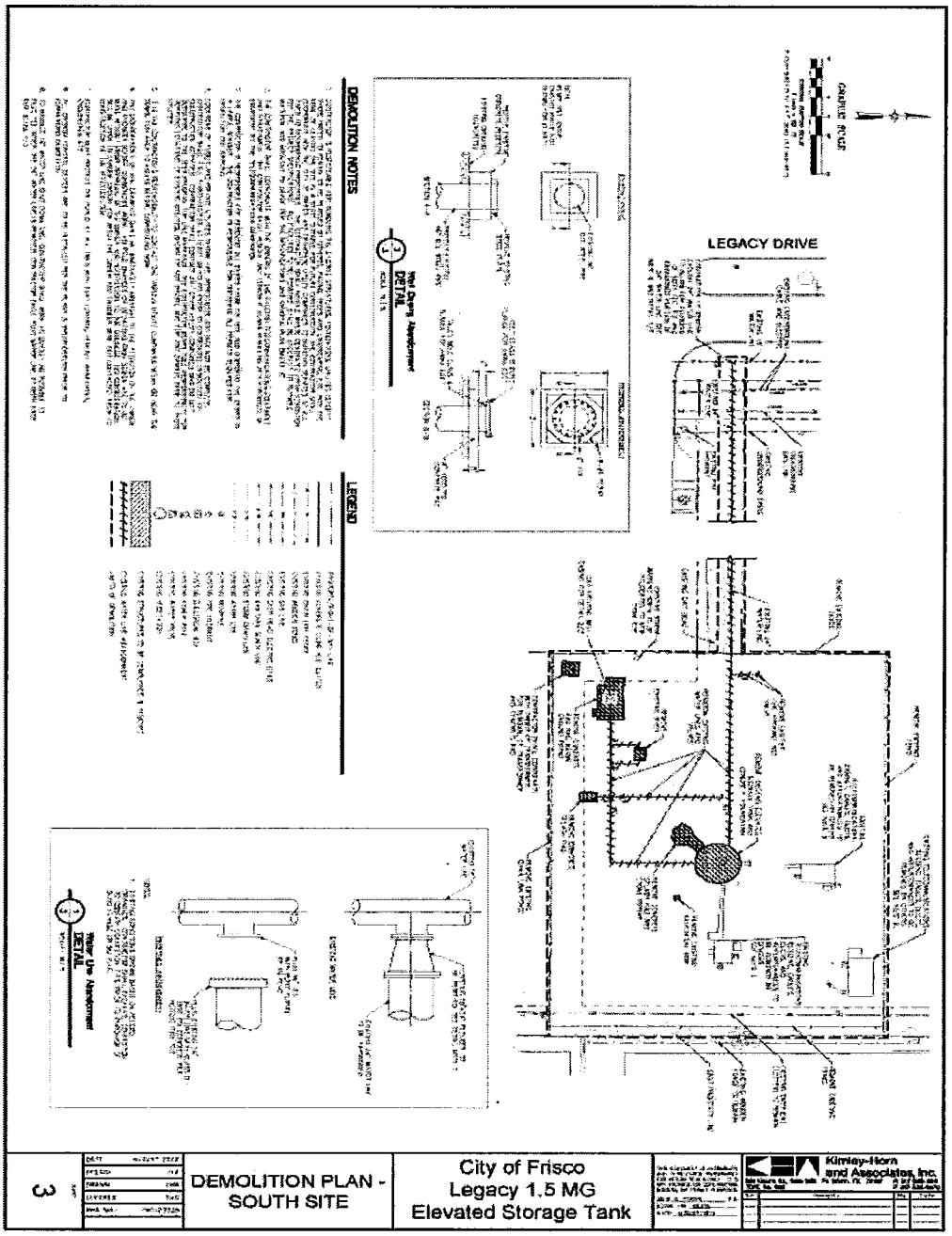


EXHIBIT "E-1"
Form of Temporary Access Easement for Construction of New Elevated Water Tank on Tower Site (including access granted for Telecommunication Providers for their construction, reconstruction, operation, etc. of new facilities on the New Tower Site and surrounding area)

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

TEMPORARY ACCESS EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, maintain, re-build, replace, relocate, alter, remove and maintain access improvements ("Facilities"), together with all necessary improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor and located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property") for the purpose of providing access to: (i) Grantee to construct, reconstruct, operate, repair, re-build, replace, alter and maintain an elevated storage tank ("Elevated Storage Tank") on the parcel known as being a part of Lot 7, Block A, Legacy Medical Plaza II, Collin County School Land Survey No. 6, Abstract No. 149, Frisco, Collin County, Texas ("Site"); and (ii) any and all Telecommunication Providers ("Telecommunication Provider(s)") to construct,

reconstruct, operate, repair, re-build, replace, alter and maintain telecommunication facilities on and/or around the Elevated Storage Tank located on the Site. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same unto Grantee and the Telecommunication Providers, their respective agents, employees, workmen, contractors, subcontractors and representatives, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purposes described herein.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee and the Telecommunication Providers, their respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor further covenants and agrees that the Telecommunication Providers shall be considered a third party beneficiary to this easement for the purposes described herein.

If Grantee and/or any Telecommunication Provider is unable to access the Easement Property due to physical barriers or conditions, then Grantee and the Telecommunication Provider(s), their successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation

or repair of the Facilities, restore the surface of the Easement Property and/or Ingress/Egress Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Access Easement will automatically terminate on December 31, 2014; provided, however, should Grantee need additional time for this easement to remain in full force and effect, based on circumstances not within the reasonable control of Grantee, Grantor shall be required to extend the date of termination, as reasonably determined Grantee. Notwithstanding anything to the contrary herein, in no event shall the date of termination of this easement extend beyond December 19, 2015.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee, Grantor and the Telecommunication Providers, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the ***CITY OF FRISCO, TEXAS***, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against the Easement Property evidenced by:

1. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Legacy Warranty Partners, L.P., a Texas limited partnership, to Lee M. Dinkel, Trustee(s), dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039730, Real Property Records, Collin County, Texas, securing a promissory noted in the principal sum of $2,800,000.00, payable to Grand Bank, and securing other indebtedness as described therein, if any; and

2. Assignment of Leases and Rents from Legacy Warren Partners, L.P., a Texas limited partnership, to Grand Bank, dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039740, Real Property Records, Collin County, Texas; and

3. Financing statement showing Legacy Warren Partners, L.P., as debtor, in favor of Grand Bank as secured party, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039750, Real Property Records, Collin County, Texas,

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

GRAND BANK,
a banking institution

By: _____

Printed Name: _____

Its: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of *GRAND BANK*, a banking institution; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said banking institution and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My commission expires: _____

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EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-1"
50' TEMPORARY ACCESS EASEMENT
PART OF LOTS 6 & 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lots 6 and 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2009, Page 63, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the east line of a 20' Utility Easement as shown on the R.O.W. Dedication for the Extension of Legacy Drive plat recorded in Cabinet G, Page 255, Map Records of Collin County, Texas, and the south line of a 24' Firelane, Access & Utility Easement as shown on said Legacy Medical Plaza II plat; from said point a 1/2" iron rod with cap found for the southwest corner of said Lot 7 and the northwest corner of said Lot 6 bears South 15°40'15" West, a distance of 73.81 feet;

THENCE with the said south line of the said 24' Firelane, Access & Utility Easement, South 89°54'28" East, at a distance of 49.21 feet passing the southeast corner of said 24' Firelane, Access & Utility Easement, and continuing for a total distance of 50.00 feet to a point for corner;

THENCE South 0°04'50" East, a distance of 69.88 feet to a point for corner in the south line of said Lot 7 and the north line of said Lot 6;

THENCE with the common line of said Lots 6 and 7, North 89°05'47" East, a distance of 255.80 feet to a point for corner;

THENCE departing the common line of said Lots 6 and 7, the following courses and distances:

North 0°06'37" East, a distance of 177.23 feet to a point for corner;
North 89°31'39" East, a distance of 50.00 feet to a point for corner; from said point a 1/2" iron rod with cap found at the southeast corner of said Lot 7 and the northeast corner of said Lot 6 bears South 48°55'55" East, a distance of 264.41 feet;
South 0°10'23" West, a distance of 226.87 feet to a point for corner;
South 89°05'47" West, a distance of 355.40 feet to a point for corner in the said east line of the 20' Utility Easement;

THENCE with the said east line of the 20' Utility Easement, North 0°04'50" West, a distance of 120.76 feet to the **POINT OF BEGINNING** and containing 0.692 acres or 30,127 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
12/11/12

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	DAB	DEC 2012	061123025	1 OF 2

PLOTTED BY JONES, STEPHANIE 12/11/2012 2:30 PM DWG NAME K:\DAL_SURVEY\061123025-LEGACY WATER TOWER\DWG\061123025-LEGACY WATER E-1.DWG LAST SAVED 12/11/2012

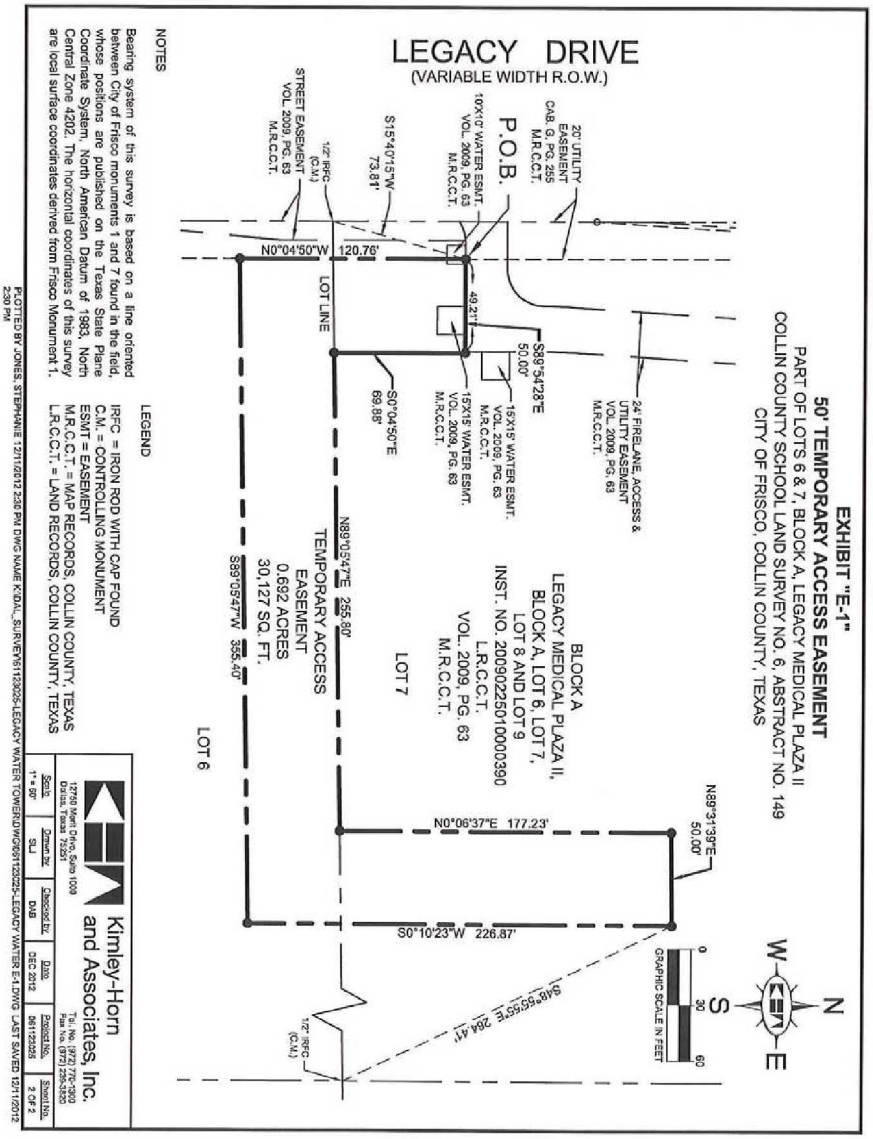

EXHIBIT "E-1"
50' TEMPORARY ACCESS EASEMENT
PART OF LOTS 6 & 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
P.O.B.
20' UTILITY EASEMENT CAB. G, PG. 255 M.R.C.C.T.
10'X10' WATER ESMT. VOL. 2009, PG. 63 M.R.C.C.T.
STREET EASEMENT VOL. 2009, PG. 63 M.R.C.C.T.
1/2" IRFC (C.M.)
S15°40'15"W 73.81'
N0°04'50"W 120.76'
LOT LINE
49.21'
S89°54'28"E 50.00'
15'X15' WATER ESMT. VOL. 2009, PG. 63 M.R.C.C.T.
15'X15' WATER ESMT. VOL. 2009, PG. 63 M.R.C.C.T.
24' FIRELANE, ACCESS & UTILITY EASEMENT VOL. 2009, PG. 63 M.R.C.C.T.
S0°04'50"E 69.85'
N89°05'47"E 255.80'
S89°05'47"W 353.40'
TEMPORARY ACCESS EASEMENT
0.692 ACRES
30,127 SQ. FT.
LOT 6
LOT 7
BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
INST. NO. 20090225010000390
L.R.C.C.T.
VOL. 2009, PG. 63
M.R.C.C.T.
N89°31'39"E 50.00'
N0°06'37"E 177.23'
S0°10'23"W 226.87'
S18°55'55"E 264.47'
1/2" IRFC (C.M.)
GRAPHIC SCALE IN FEET
0
30
60
N
W
E
S
NOTES
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.
LEGEND
IRFC = IRON ROD WITH CAP FOUND
C.M. = CONTROLLING MONUMENT
ESMT = EASEMENT
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820
Scale: 1" = 60'
Drawn by: SLJ
Checked by: DAB
Date: DEC 2012
Project No.: 061123325
Sheet No.: 2 OF 2
PLOTTED BY: JONES, STEPHANIE 12/11/2012 2:30 PM DWG NAME: K:\DAL_SURVEY\061123025-LEGACY WATER TOWER\DWG\061123025-LEGACY WATER E-1.DWG LAST SAVED: 12/11/2012 2:30 PM

EXHIBIT "E-2"
Form of Temporary Slope and Grading Easement for Construction of New Tower Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

TEMPORARY SLOPE AND GRADING EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to grade and construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and maintain slope embankment facilities ("Facilities"), together with all necessary appurtenances and incidental improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same unto Grantee, its agents, employees, workmen,

contractors, subcontractors and representatives, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purposes described herein.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee its, successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Ingress/Egress Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Slope and Grading Easement will automatically terminate on December 31, 2014; provided, however, should Grantee need additional time for this easement to remain in full force and effect, based on circumstances not within the reasonable control of Grantee, Grantor shall be required to extend the date of termination, as reasonably determined Grantee. Notwithstanding anything to the contrary herein, in no event shall the date of termination of this easement extend

beyond December 19, 2015.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGE TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

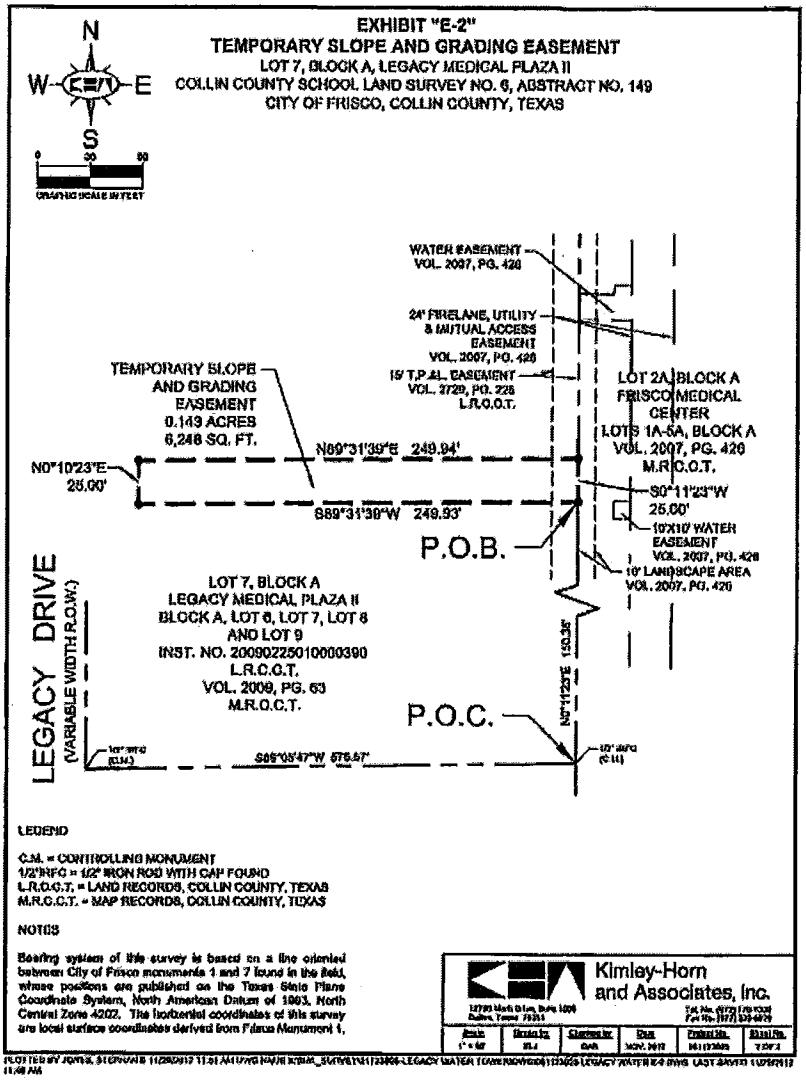
By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager


EXHIBIT "E-2"
TEMPORARY SLOPE AND GRADING EASEMENT
LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
N
W
E
S
WATER EASEMENT VOL. 2007, PG. 426
24' FIRELANE, UTILITY & MUTUAL ACCESS EASEMENT VOL. 2007, PG. 426
15' T.P.&L. EASEMENT VOL. 2729, PG. 226 L.R.C.C.T.
TEMPORARY SLOPE AND GRADING EASEMENT 0.143 ACRES 6,246 SQ. FT.
LOT 2A, BLOCK A FRISCO MEDICAL CENTER LOTS 1A-5A, BLOCK A VOL. 2007, PG. 426 M.R.C.C.T.
N89°31'39"E 249.94'
N0°10'23"E 25.00'
S89°31'39"W 249.93'
S0°11'23"W 25.00'
10'X10' WATER EASEMENT VOL. 2007, PG. 426
10' LANDSCAPE AREA VOL. 2007, PG. 426
P.O.B.
LEGACY DRIVE (VARIABLE WIDTH R.O.W.)
LOT 7, BLOCK A LEGACY MEDICAL PLAZA II BLOCK A, LOT 6, LOT 7, LOT 8 AND LOT 9 INST. NO. 20090225010000390 L.R.C.C.T. VOL. 2009, PG. 63 M.R.C.C.T.
P.O.C.
N0°11'23"E 150.36'
S89°08'47"W 575.67'
LEGEND
C.M. = CONTROLLING MONUMENT
1/2"IRFC = 1/2" IRON ROD WITH CAP FOUND
L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
NOTES
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.
Kimley-Horn and Associates, Inc.

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the ***CITY OF FRISCO, TEXAS***, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against the Easement Property evidenced by:

1. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Legacy Warranty Partners, L.P., a Texas limited partnership, to Lee M. Dinkel, Trustee(s), dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039730, Real Property Records, Collin County, Texas, securing a promissory noted in the principal sum of $2,800,000.00, payable to Grand Bank, and securing other indebtedness as described therein, if any; and

2. Assignment of Leases and Rents from Legacy Warren Partners, L.P., a Texas limited partnership, to Grand Bank, dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039740, Real Property Records, Collin County, Texas; and

3. Financing statement showing Legacy Warren Partners, L.P., as debtor, in favor of Grand Bank as secured party, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039750, Real Property Records, Collin County, Texas,

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

GRAND BANK,
a banking institution

By: _____

Printed Name: _____

Its: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of *GRAND BANK*, a banking institution; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said banking institution and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-2"
TEMPORARY SLOPE AND GRADING EASEMENT
LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2009, Page 63, Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for corner in the west line of Lot 2A, Block A, Frisco Medical Center Lots 1A-5A, Block A, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2007, Page 426, Map Records of Collin County, Texas, being the southeast corner of said Lot 7;

THENCE with the said west line of said Lot 2A and the east line of said Lot 7, North 00°11'23" East, a distance of 160.36 feet to the POINT OF BEGINNING;

THENCE departing the said west line of Lot 2A and the said east line of Lot 7, the following courses and distances:

South 89°31'39" West, a distance of 249.93 feet to a point for corner;
North 00°10'23" East, a distance of 25.00 feet to a point for corner;
North 89°31'39" East, a distance of 249.94 feet to a point for corner in the west line of said Lot 2A and the east line of said Lot 7;

THENCE with the said west line of said Lot 2A and the said east line of Lot 7, South 00°11'23" East, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.143 acres or 6,245 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR

Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Ph. 972-770-1300

Kimley-Horn and Associates, Inc.

PLOTTED BY JONES, STEPHANIE 11/29/2012 11:51 AM C:\ACAD FILES\CAD_SURVEY\618302 LEGACY WATER TOWER\DWG\611771v6 LEGACY WATER ESTATE LAST SAVED 11/29/2012 11:48 AM

EXHIBIT "E-3"
Form of Permanent Water Line Easement for New Tower Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

WATER LINE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water facilities ("Facilities"), together with all incidental improvements, and all necessary laterals, in, upon and across certain real property owned by Grantor located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof,

for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee its, successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Ingress/Egress Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGE TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the ***CITY OF FRISCO, TEXAS***, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against the Easement Property evidenced by:

1. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Legacy Warranty Partners, L.P., a Texas limited partnership, to Lee M. Dinkel, Trustee(s), dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039730, Real Property Records, Collin County, Texas, securing a promissory noted in the principal sum of $2,800,000.00, payable to Grand Bank, and securing other indebtedness as described therein, if any; and

2. Assignment of Leases and Rents from Legacy Warren Partners, L.P., a Texas limited partnership, to Grand Bank, dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039740, Real Property Records, Collin County, Texas; and

3. Financing statement showing Legacy Warren Partners, L.P., as debtor, in favor of Grand Bank as secured party, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039750, Real Property Records, Collin County, Texas,

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

GRAND BANK,
a banking institution

By: _____

Printed Name: _____

Its: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of ***GRAND BANK***, a banking institution; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said banking institution and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-3"
10' WATER EASEMENT
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

EASEMENT 1

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2009, Page 63 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for corner in the east right-of-way line of Legacy Drive (a variable width right-of-way) at the southwest corner of Lot 8, Block A, Legacy Medical Plaza II, Block A, Lot 9, an addition to the City of Frisco, Texas, according to the Final Plat recorded in Volume 2009, Page 173 of the Map Records of Collin County, Texas and the northwest corner of said Lot 7;

THENCE with the said east right-of-way line of Legacy Drive and the west line of said Lot 7, the following courses and distances:

South 0°04'50" East, a distance of 18.08 feet to a point for corner;
South 3°44'01" West, a distance of 82.50 feet to a point for corner;

THENCE departing the said east right-of-way line of Legacy Drive and the said west line of Lot 7, North 89°31'24" East, a distance of 72.53 feet to the **POINT OF BEGINNING**; same being in the east line of a 24' firelane, access & utility easement at the southwest corner of a drainage & detention easement, both shown on said Legacy Medical Plaza II plat recorded in Volume 2009, Page 63;

THENCE departing the said east line of the 24' firelane, access & utility easement, North 89°31'24" East, a distance of 120.95 feet to a point at the southeast corner of said drainage & detention easement;

THENCE South 52°24'46" East, a distance of 18.22 feet to a point for corner;

THENCE South 89°31'24" West, a distance of 134.46 feet to a point in the said east line of the 24' firelane, access & utility easement;

THENCE with the said east line of the 24' firelane, access & utility easement, North 3°44'01" East, a distance of 10.03 feet to the **POINT OF BEGINNING** and containing 1,277 square feet or 0.029 acres of land.

EASEMENT 2

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2009, Page 63 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for corner in the east right-of-way line of Legacy Drive (a variable width right-of-way) at the southwest corner of Lot 8, Block A, Legacy Medical Plaza II, Block A, Lot 9, an addition to the City of Frisco, Texas, according to the Final Plat recorded in Volume 2009, Page 173 of the Map Records of Collin County, Texas and the northwest corner of said Lot 7;

Kimley-Horn and Associates, Inc.

EXHIBIT "E-3"
10' WATER EASEMENT
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 8
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

THENCE with the said east right-of-way line of Legacy Drive and the west line of said Lot 7, the following courses and distances:

South 0°04'50" East, a distance of 18.08 feet to a point for corner;
South 3°44'01" West, a distance of 82.30 feet to a point for corner;

THENCE departing the said east right-of-way line of Legacy Drive, North 89°31'24" East, a distance of 14.18 feet to the **POINT OF BEGINNING**; same being in the east line of a 20' utility easement as shown on the plat recorded in Cabinet G, Page 256, Map Records of Collin County, Texas;

THENCE departing the said east line of the 20' utility easement and the said west line of Lot 7, North 89°31'24" East, a distance of 34.31 feet to a point in the west line of a 24' Fireline, access & utility easement as shown on said Legacy Medical Plaza II plat recorded in Volume 2009, Page 83;

THENCE with the said west line of the 24' fireline, access & utility easement, South 3°44'01" West, a distance of 10.03 feet to a point for corner;

THENCE departing the said west line of the 24' fireline, access & utility easement, South 89°31'24" West, a distance of 33.65 feet to a point in the said east line of the 20' utility easement;

THENCE with the said east line of the 20' utility easement, North 0°04'50" West, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 340 square feet or 0.008 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

STATE OF TEXAS
REGISTERED
DANA BROWN
5339
PROFESSIONAL
LAND SURVEYOR

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5339

Kimley-Horn and Associates, Inc.

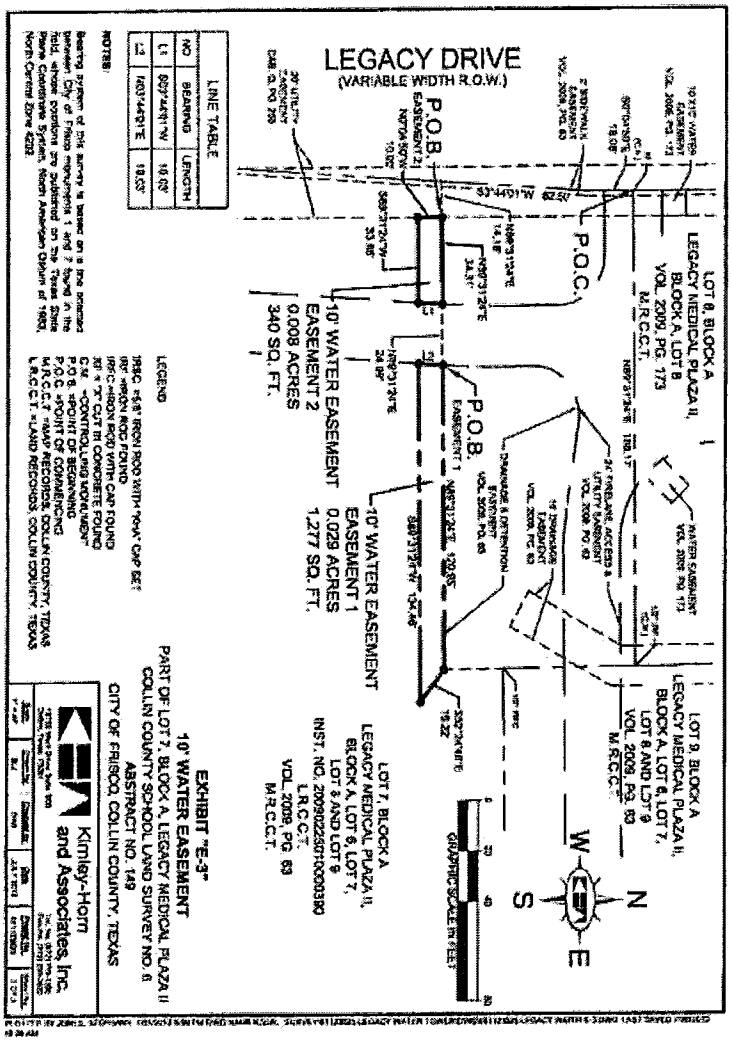

LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
P.O.B.
P.O.C.
LOT 8, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 8
VOL. 2009, PG. 173
M.R.C.C.T.
LOT 9, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
VOL. 2009, PG. 63
M.R.C.C.T.
10' WATER EASEMENT
EASEMENT 2
0.008 ACRES
340 SQ. FT.
10' WATER EASEMENT
EASEMENT 1
0.029 ACRES
1,277 SQ. FT.
LOT 7, BLOCK A
LEGACY MEDICAL PLAZA II,
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
INST. NO. 20090225010000360
L.R.C.C.T.
VOL. 2009, PG. 63
M.R.C.C.T.
LINE TABLE
NO
BEARING
LENGTH
L1
S01°44'01"W
10.00'
L2
N01°44'01"E
10.03'
W
E
S
N
GRAPHIC SCALE IN FEET
EXHIBIT "E-3"
10' WATER EASEMENT
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.

EXHIBIT "E-4"
Form of Permanent Utility Easement (City-owned utilities) for New Tower Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd; 3rd Floor East
Frisco, Texas 75034

UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the *CITY OF FRISCO, TEXAS*, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain City-owned utility facilities ("Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or utility easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part

thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or

interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGE TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the *CITY OF FRISCO, TEXAS*, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against the Easement Property evidenced by:

1. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Legacy Warranty Partners, L.P., a Texas limited partnership, to Lee M. Dinkel, Trustee(s), dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039730, Real Property Records, Collin County, Texas, securing a promissory noted in the principal sum of $2,800,000.00, payable to Grand Bank, and securing other indebtedness as described therein, if any; and

2. Assignment of Leases and Rents from Legacy Warren Partners, L.P., a Texas limited partnership, to Grand Bank, dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039740, Real Property Records, Collin County, Texas; and

3. Financing statement showing Legacy Warren Partners, L.P., as debtor, in favor of Grand Bank as secured party, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039750, Real Property Records, Collin County, Texas,

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

GRAND BANK,
a banking institution

By: _____

Printed Name: _____

Its: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of *GRAND BANK*, a banking institution; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said banking institution and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-4"
UTILITY EASEMENT
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 7, Block A, Legacy Medical Plaza II, Block A, Lot 6, Lot 7, Lot 8 and Lot 9, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2009, Page 83 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the north line of said Lot 7 and the east line of a drainage & detention easement as shown on said plat of Legacy Medical Plaza II, at the southwest corner of Lot 9, Block A of said Legacy Medical Plaza II addition;

THENCE departing the said east line of the drainage & detention easement, with the said north line of Lot 7, North 89°31'29" East, a distance of 127.66 feet to a 5/8" iron rod with "KHA" cap set for the southeast corner of said Lot 9;

THENCE departing the said north line of Lot 7, the following courses and distances:

South 0°10'23" West, a distance of 22.50 feet to a point for corner;
South 89°31'39" West, a distance of 85.56 feet to a point for corner;
South 87°01'39" West, a distance of 31.48 feet to a point for corner;
North 52°24'46" West, a distance of 18.22 feet to a point for corner in the said east line of the drainage & detention easement;

THENCE with the said east line of the drainage & detention easement, North 0°54'40" West, a distance of 24.55 feet to the **POINT OF BEGINNING** and containing 3,137 square feet or 0.072 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

STATE OF TEXAS
REGISTERED
DANA BROWN
5338
PROFESSIONAL
LAND SURVEYOR

Kimley-Horn and Associates, Inc.

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5338

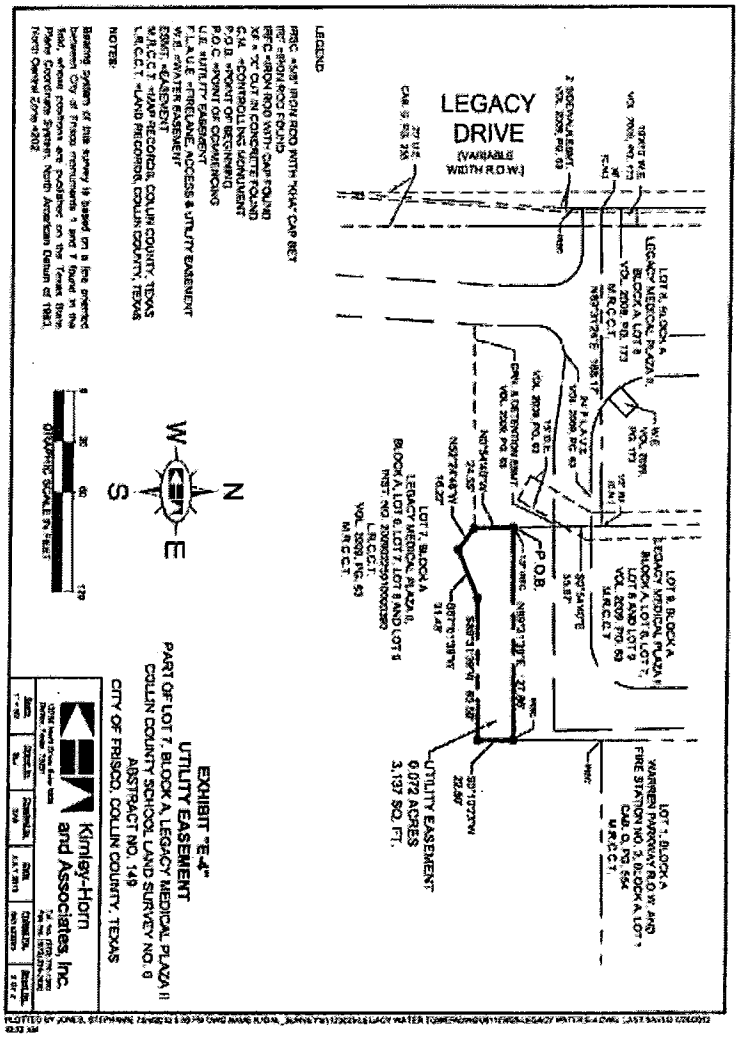

LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
LEGEND
NOTES:
EXHIBIT "E-4"
UTILITY EASEMENT
PART OF LOT 7, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 9
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
UTILITY EASEMENT
0.072 ACRES
3,137 SQ. FT.
P.O.B.
LOT 7, BLOCK A
LEGACY MEDICAL PLAZA II
BLOCK A, LOT 6, LOT 7, LOT 8 AND LOT 9
INST. NO. 20080229010000380
O.P.R.C.C.T.
VOL. 2009, PG. 53
M.R.C.C.T.
LOT 8, BLOCK A
LEGACY MEDICAL PLAZA II
BLOCK A, LOT 6, LOT 7,
LOT 8 AND LOT 9
VOL. 2009, PG. 59
M.R.C.C.T.
LOT 9, BLOCK A
LEGACY MEDICAL PLAZA II
BLOCK A, LOT 8
VOL. 2009, PG. 173
M.R.C.C.T.
LOT 1, BLOCK A
WARREN PARKWAY R.O.W. AND
FIRE STATION NO. 3, BLOCK A, LOT 1
CAB. Q, PG. 554
M.R.C.C.T.
Kimley-Horn and Associates, Inc.

EXHIBIT "E-5"
Form of Temporary Access Easement for Demolition of Old Tower and Well Site (including access granted to Telecommunication Providers for their removal of existing facilities on Old Tower and Well Site and surrounding area)

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

TEMPORARY ACCESS EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, maintain, re-build, replace, relocate, alter, remove and maintain access improvements ("Facilities"), together with all necessary improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor and located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property") for the purpose of providing access to: (i) Grantee to, among other things, demolish and remove Grantee's existing elevated storage tank ("Elevated Storage Tank"), cap the existing ground water well and remove the pump on the Site (hereinafter defined) owned by Grantee by virtue of a conveyance instrument, recorded in Volume 2812, Page 810 of the Real Property Records, Collin County, Texas, and containing 0.689± acres situated in the Collin County

School Land Survey No. 6, Abstract No. 149, Frisco, Collin County, Texas ("Site"); and (ii) any and all Telecommunication Providers ("Telecommunication Provider(s)") to remove their existing telecommunication facilities on and/or around the Elevated Storage Tank located on the Site. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same unto Grantee and the Telecommunication Providers, their respective agents, employees, workmen, contractors, subcontractors and representatives, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purposes described herein.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee and the Telecommunication Providers, their respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor further covenants and agrees that the Telecommunication Providers shall be considered a third party beneficiary to this easement for the purposes described herein.

If Grantee and/or any Telecommunication Provider is unable to access the Easement Property due to physical barriers or conditions, then Grantee and the Telecommunication Provider(s), their successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is

reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Ingress/Egress Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Access Easement will automatically terminate on December 31, 2014; provided, however, should Grantee need additional time for this easement to remain in full force and effect, based on circumstances not within the reasonable control of Grantee, Grantor shall be required to extend the date of termination, as reasonably determined Grantee. Notwithstanding anything to the contrary herein, in no event shall the date of termination of this easement extend beyond December 19, 2015.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other

grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee, Grantor and the Telecommunication Providers, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of ***LEGACY WARREN PARTNERS, L.P.***, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the ***CITY OF FRISCO, TEXAS***, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against the Easement Property evidenced by:

1. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Legacy Warranty Partners, L.P., a Texas limited partnership, to Lee M. Dinkel, Trustee(s), dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039730, Real Property Records, Collin County, Texas, securing a promissory noted in the principal sum of $2,800,000.00, payable to Grand Bank, and securing other indebtedness as described therein, if any; and

2. Assignment of Leases and Rents from Legacy Warren Partners, L.P., a Texas limited partnership, to Grand Bank, dated January 7, 2011, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039740, Real Property Records, Collin County, Texas; and

3. Financing statement showing Legacy Warren Partners, L.P., as debtor, in favor of Grand Bank as secured party, filed on January 10, 2011, recorded under Clerk's File No. 20110110000039750, Real Property Records, Collin County, Texas,

hereby consents to the execution of the foregoing Easement and agrees that in the event of a foreclosure of the Easement Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

GRAND BANK,
a banking institution

By: _____

Printed Name: _____

Its: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ of *GRAND BANK*, a banking institution; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said banking institution and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-5"
TEMPORARY ACCESS EASEMENT
LOT 6, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 6, Block A, Legacy Medical Plaza II, an addition to the City of Frisco, Texas according to the plat recorded in Volume 2007, Page 702, Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east right-of-way line of Legacy Drive (a 120-foot wide right-of-way) at the southwest corner of said Lot 6 and the northwest corner of a 20' Water Easement recorded in Volume 2811, Page 42, Land Records of Collin County, Texas;

THENCE with said east right-of-way line and the west line of said Lot 6, North 00°04'50" West, a distance of 82.80 feet to a point for corner;

THENCE departing said east right-of-way line and said west line, North 89°55'10" East, a distance of 374.25 feet to a 5/8" iron rod found at the northwest corner of a tract of land described in Special Warranty Deed to the City of Frisco recorded in Volume 2812, Page 510, Land Records of Collin County, Texas;

THENCE with said west line, South 00°11'23" West, a distance of 64.84 feet to a 1/2" iron rod with "DAA" cap found for the most southerly southeast corner of said Lot 6 and the northeast corner of said water easement;

THENCE departing said west line, North 89°43'16" West, a distance of 373.95 feet to the POINT OF BEGINNING and containing 0.548 acres or 23,856 square feet of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1.

STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR

Dana Brown
Registered Professional Land
Surveyor No. 5336

Kimley-Horn and Associates, Inc.

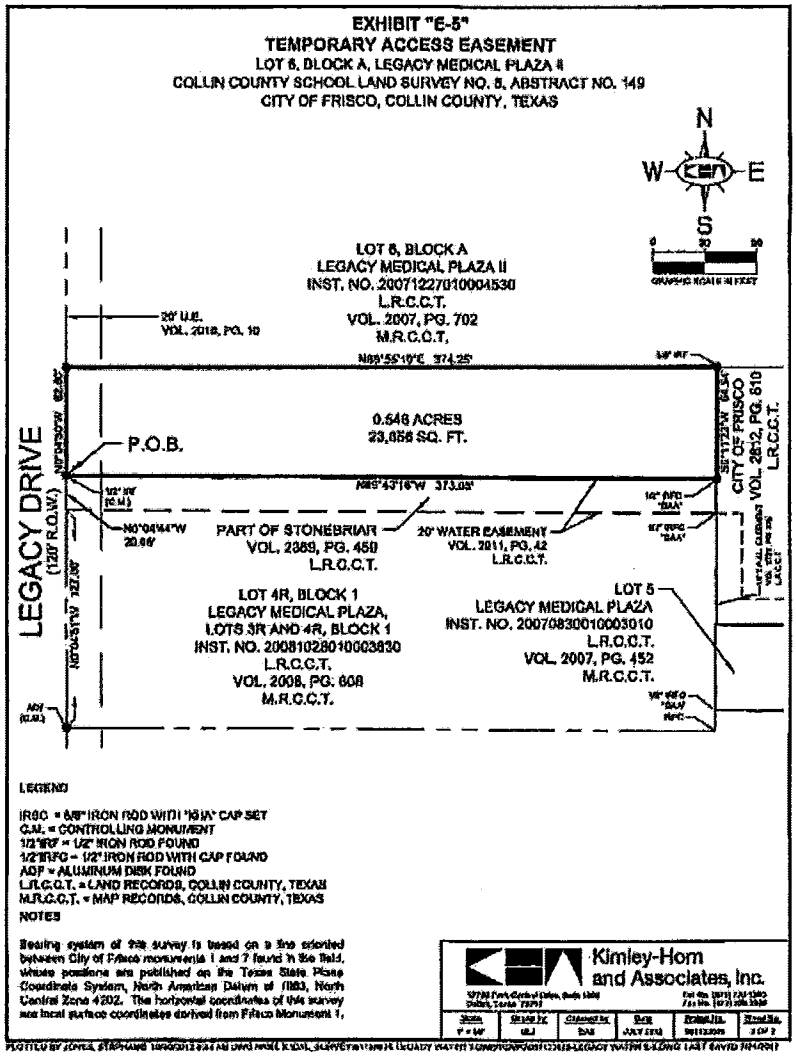

EXHIBIT "E-5"
TEMPORARY ACCESS EASEMENT
LOT 6, BLOCK A, LEGACY MEDICAL PLAZA II
COLLIN COUNTY SCHOOL LAND SURVEY NO. 5, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
N
W
E
S
LOT 6, BLOCK A
LEGACY MEDICAL PLAZA II
INST. NO. 20071227010004530
L.R.C.C.T.
VOL. 2007, PG. 702
M.R.C.C.T.
20' U.E.
VOL. 2018, PG. 10
N89°55'19"E 374.25'
0.548 ACRES
23,858 SQ. FT.
P.O.B.
LEGACY DRIVE
(120' R.O.W.)
CITY OF FRISCO
VOL. 2812, PG. 610
L.R.C.C.T.
N89°43'16"W 373.05'
N0°04'44"W
20.00'
PART OF STONEBRIAR
VOL. 2389, PG. 450
L.R.C.C.T.
20' WATER EASEMENT
VOL. 2011, PG. 42
L.R.C.C.T.
LOT 4R, BLOCK 1
LEGACY MEDICAL PLAZA,
LOTS 3R AND 4R, BLOCK 1
INST. NO. 20081028010003830
L.R.C.C.T.
VOL. 2008, PG. 608
M.R.C.C.T.
LOT 5
LEGACY MEDICAL PLAZA
INST. NO. 20070830010003010
L.R.C.C.T.
VOL. 2007, PG. 452
M.R.C.C.T.
LEGEND
IRSC = 5/8" IRON ROD WITH "KHA" CAP SET
C.M. = CONTROLLING MONUMENT
1/2"IRF" = 1/2" IRON ROD FOUND
1/2"IRFC" = 1/2" IRON ROD WITH CAP FOUND
ADF = ALUMINUM DISK FOUND
L.R.C.C.T. = LAND RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS, COLLIN COUNTY, TEXAS
NOTES
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202. The horizontal coordinates of this survey are local surface coordinates derived from Frisco Monument 1,
Kimley-Horn and Associates, Inc.

EXHIBIT "E-6"
Form of Permanent Water Line Easement for Reserved Well Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

WATER LINE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the *CITY OF FRISCO, TEXAS*, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water facilities ("Facilities"), together with all incidental improvements, and all necessary laterals, in, upon and across certain real property owned by Grantor located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof,

for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then Grantee its, successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Ingress/Egress Easement as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such

condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGE TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the *CITY OF FRISCO, TEXAS*, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-6"
10' WATER EASEMENT
PART OF LOT 4R, BLOCK 1, LEGACY MEDICAL PLAZA
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

EASEMENT 1

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 4R, Block 1, Legacy Medical Plaza, Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2008, Page 606 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an aluminum disk found in the east right-of-way line of Legacy Drive (a variable width right-of-way) at the southwest corner of said Lot 4R;

THENCE departing the said east right-of-way line of Legacy Drive, North 73°10'18" East, a distance of 74.79 feet to the **POINT OF BEGINNING;** said point being in the east line of a firelane, access & utility easement as shown on said plat of Legacy Medical Plaza;

THENCE departing the east line of the firelane, access & utility easement, South 89°43'16" East a distance of 259.11 feet to a point in the north line of said firelane, access & utility easement at the beginning of a non-tangent curve to the right having a central angle of 60°00'00", a radius of 20.00 feet, a chord bearing and distance of South 60°16'44" West, 20.00 feet;

THENCE with the north line of said firelane, access & utility easement, the following courses and distances:

In a southwesterly direction, with said curve to the right, an arc distance of 20.94 feet to a point at the end of said curve;
North 89°43'16" West, a distance of 224.47 feet to a point at the beginning of a tangent curve to the right having a central angle of 59°59'58", a radius of 20.00 feet, a chord bearing and distance of North 59°43'14" West, 20.00 feet;
In a northwesterly direction with said curve to the right, an arc distance of 20.94 feet to the **POINT OF BEGINNING** and containing 2,490 square feet or 0.057 acres of land.

EASEMENT 2

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 4R, Block 1, Legacy Medical Plaza, Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2008, Page 606 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at an aluminum disk found in the east right-of-way line of Legacy Drive (a variable width right-of-way) at the southwest corner of said Lot 4R;

THENCE departing the said east right-of-way line of Legacy Drive, North 73°10'18" East, a distance of 74.79 feet to a point in the most westerly east line of a firelane, access & utility easement as shown on said plat of Legacy Medical Plaza;

THENCE departing the most westerly east line of the firelane, access & utility easement, South 89°43'16" East, a distance of 285.79 feet to the **POINT OF BEGINNING;** said point being on the most easterly east line of the said firelane, access & utility easement;

Kimley-Horn and Associates, Inc.

EXHIBIT "E-6"
10' WATER EASEMENT
PART OF LOT 4R, BLOCK 1, LEGACY MEDICAL PLAZA
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6
ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

THENCE departing the said most easterly east line of the firelane, access & utility easement, the following courses and distances:

South 89°43'16" East, a distance of 5.50 feet to a point for corner;
North 0°16'44" East, a distance of 77.51 feet to a point for corner;
South 89°43'16" East, a distance of 10.33 feet to a point for corner in the east line of said Lot 4R and the west line of a tract of land described in deed to the City of Frisco, Texas recorded in Volume 2812, Page 810, Land Records of Collin County, Texas;

THENCE with the said east line of Lot 4R and the said west line of the City of Frisco tract, South 0°11'23" West, a distance of 37.51 feet to a point in the north line of Lot 5, Block A, Legacy Medical Plaza, an addition to the City of Frisco, Texas, according to the plat recorded in Volume 2007, Page 452, Map Records of Collin County, Texas, at the southwest corner of said City of Frisco tract;

THENCE continuing with the said east line of Lot 4R and along the north line of said Lot 5, North 89°43'16" West, a distance of 0.39 feet to a 5/8" iron rod found for the northwest corner of said Lot 5;

THENCE continuing with the said east line of Lot 4R, South 0°16'44" West, a distance of 50.00 feet to a 1/2" iron rod with "DAA" cap found for the southwest corner of said Lot 5;

THENCE departing the said east line of Lot 4R, North 89°43'16" West, a distance of 14.90 feet to a point on the said most easterly east line of said firelane, access & utility easement at the beginning of a non-tangent curve to the right having a central angle of 13°00'16", a radius of 20.00 feet, a chord bearing and distance of North 6°13'10" West, 4.53 feet;

THENCE with the said most easterly east line of the firelane, access & utility easement, the following courses and distances:

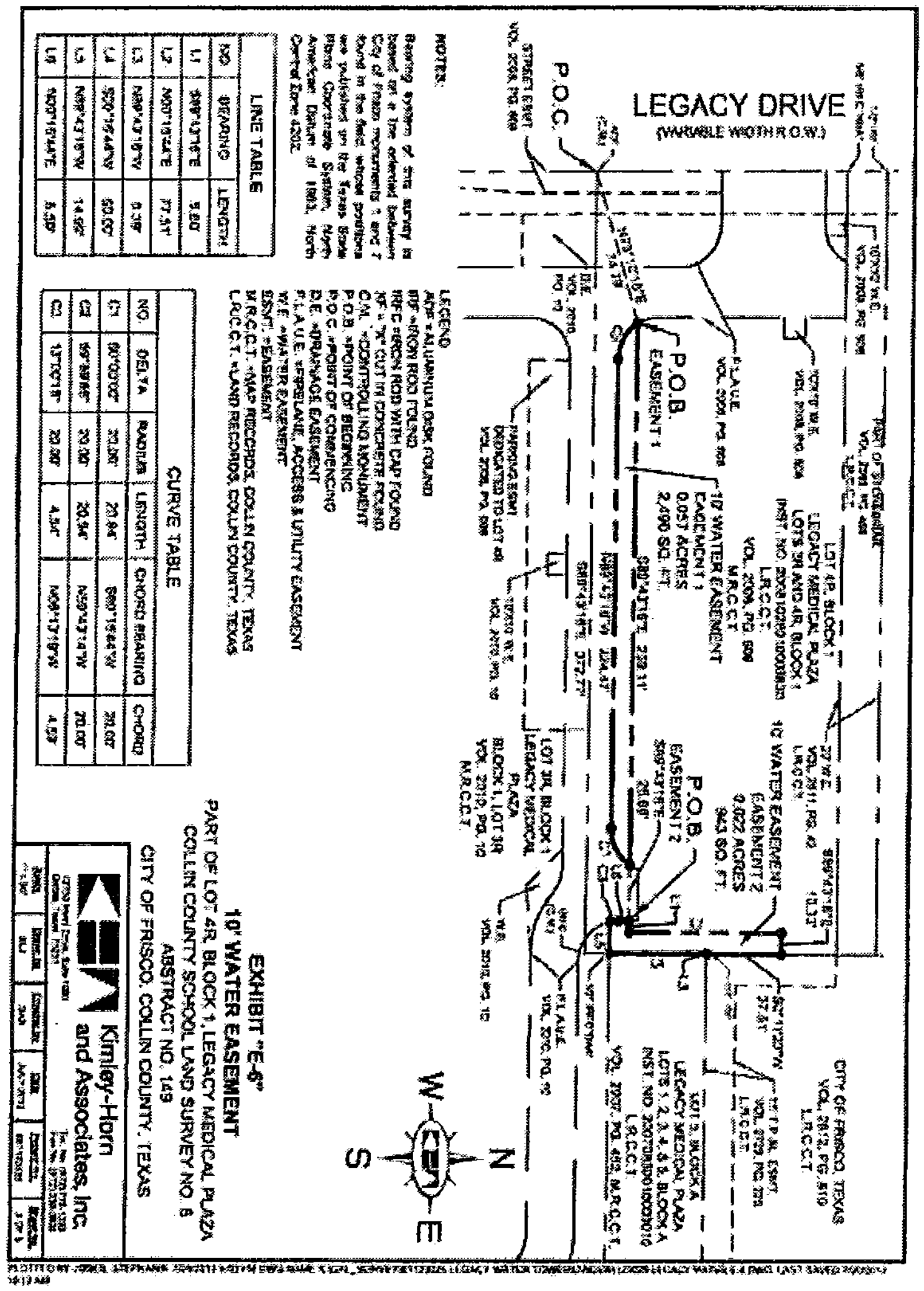
In a northwesterly direction, with said curve to the right, an arc distance of 4.54 feet to a point at the end of said curve;
North 0°16'44" East, a distance of 5.50 feet to the **POINT OF BEGINNING** and containing 843 square feet or 0.022 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

STATE OF TEXAS
REGISTERED
DANA BROWN
5338
PROFESSIONAL
LAND SURVEYOR

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5338

Kimley-Horn and Associates, Inc.



WATER LINE EASEMENT (E-6) RESERVED WELL SITE (0.057 AND 0.022 ACRES) PAGE 9 OF 9
#618308

EXHIBIT "E-7"
Form of Permanent Access and Utility Easement
(City-owned utilities) for Reserved Well Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

ACCESS AND UTILITY EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the *CITY OF FRISCO, TEXAS*, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain: (i) access improvements ("Access"), together with all necessary improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor on the parcel known as Lot 4R, Block 1, Legacy Medical Plaza, Lots 3R and 4R, Block 1, Collin County School Land Survey No. 6, Abstract 149, Frisco Collin County, Texas ("Site") for the purpose of providing access to Grantee to operate, repair, re-build, replace, alter and maintain the Reserved Well Site (as defined in the Agreement ("Agreement") for Exchange of Real Property, Conveyance of Easements and Related Matters, by and between Grantor and Grantee, dated _____, 2012; said Agreement being incorporated herein for all purposes); and (ii) City-owned utility facilities ("Utility Facilities") (Access and Utility Facilities are collectively referred to as "Facilities"), together with all incidental improvements, and all necessary

laterals in, upon and across certain real property owned by Grantor and located in the City of Frisco, Collin County, Texas, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or utility easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Grantee will at all times after doing any work in connection with the construction, operation

or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 201__.

GRANTOR:
LEGACY WARREN PARTNERS, L.P.,
a Texas limited partnership

By: Legacy Warren GP, LP,
a Texas limited partnership
Its: General Partner

By: LW General Partner, LLC,
a Texas limited liability company
Its: General Partner

By: _____
S. Curtis Welwood, Jr., Manager

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared S. Curtis Welwood, Jr., Manager of L W General Partner, LLC, a Texas limited liability company, and the General Partner of Legacy Warren GP, LP, a Texas limited partnership, and the General Partner of *LEGACY WARREN PARTNERS, L.P.*, a Texas limited partnership, known to me to be the person and duly authorized officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited partnership and limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, Notary Public, on this day personally appeared George Purefoy known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the *CITY OF FRISCO, TEXAS*, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 201__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-7"
PERMANENT ACCESS & UTILITY EASEMENT
PART OF LOT 4R, BLOCK 1, LEGACY MEDICAL PLAZA
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of Lot 4R, Block 1, Legacy Medical Plaza, Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2008, Page 608 of the Map Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with "KHA" cap found for the southeast corner of said Lot 4R;

THENCE with the east line of said Lot 4R, North 0°16'44" East, a distance of 26.50 feet to a point for corner;

THENCE departing the said east line of Lot 4R, North 89°43'16" West, a distance of 15.50 feet to the **POINT OF BEGINNING**; same being the northeast terminus of a firelane, access and utility easement as shown on the said plat of Legacy Medical Plaza;

THENCE with the north line of said firelane, access & utility easement, North 89°43'16" West, a distance of 24.77 feet to a point at the northwest terminus of said firelane, access and utility easement;

THENCE North 0°16'44" East, a distance of 77.01 feet to a point at the beginning of a tangent curve to the right having a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing and distance of North 45°16'44" East, 28.28 feet;

THENCE in a northeasterly direction, with said curve to the right, an arc distance of 31.42 feet to a point at the end of said curve;

THENCE South 89°43'16" East, a distance of 20.57 feet to a point for corner in the east line of said Lot 4R and the west line of a tract of land described in deed to the City of Frisco, Texas recorded in Volume 2812, Page 810, Land Records of Collin County, Texas;

THENCE with the east line of said Lot 4R and the said west line of the City of Frisco tract, South 0°11'23" West, a distance of 24.00 feet to a point for corner;

THENCE departing the east line of said Lot 4R and the said west line of the City of Frisco tract, North 89°43'16" West, a distance of 10.83 feet to a point at the beginning of a tangent curve to the left having a central angle of 90°00'00", a radius of 5.00 feet, a chord bearing and distance of South 45°16'44" West, 7.07 feet;

THENCE in a southwesterly direction, with said curve to the left, an arc distance of 7.85 feet to a point at the end of said curve;

THENCE South 0°16'44" West, a distance of 68.01 feet to the **POINT OF BEGINNING** and containing 2,702 square feet or 0.062 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.



Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Ph. 972-770-1300

Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Designed by	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SLJ	BAB	DAB	NOV 2012	061302009	1 OF 2

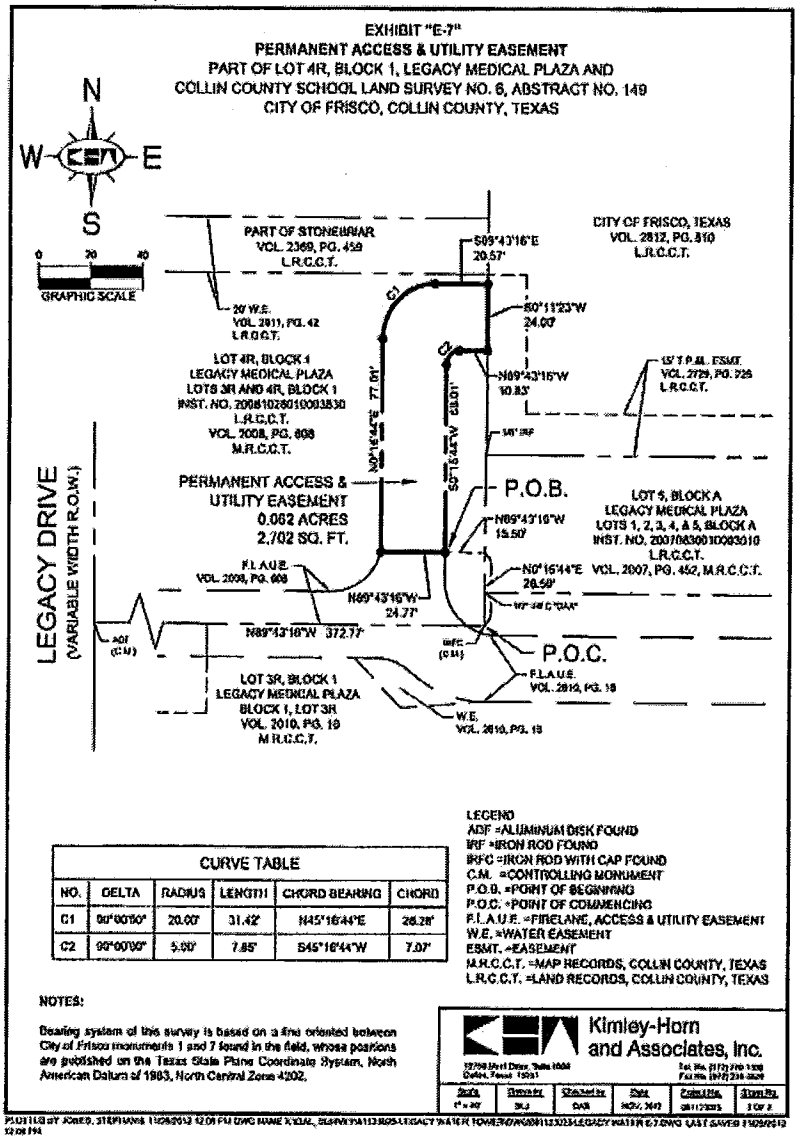

EXHIBIT "E-7"
PERMANENT ACCESS & UTILITY EASEMENT
PART OF LOT 4R, BLOCK 1, LEGACY MEDICAL PLAZA AND
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
N
W
E
S
GRAPHIC SCALE
PART OF STONEBRIAR
VOL. 2369, PG. 459
L.R.C.C.T.
CITY OF FRISCO, TEXAS
VOL. 2812, PG. 810
L.R.C.C.T.
S09°43'16"E
20.57'
20' W.E.
VOL. 2811, PG. 42
L.R.C.C.T.
C1
S0°11'23"W
24.00'
C2
N89°43'16"W
10.83'
LOT 4R, BLOCK 1
LEGACY MEDICAL PLAZA
LOTS 3R AND 4R, BLOCK 1
INST. NO. 20081028010003530
L.R.C.C.T.
VOL. 2008, PG. 808
M.R.C.C.T.
N0°16'44"E 77.01'
S0°16'44"W 68.01'
15' T.P.W. ESMT.
VOL. 2729, PG. 725
L.R.C.C.T.
LEGACY DRIVE
(VARIABLE WIDTH R.O.W.)
PERMANENT ACCESS &
UTILITY EASEMENT
0.062 ACRES
2,702 SQ. FT.
P.O.B.
N89°43'16"W
15.50'
LOT 5, BLOCK A
LEGACY MEDICAL PLAZA
LOTS 1, 2, 3, 4, & 5, BLOCK A
INST. NO. 20070830010003010
L.R.C.C.T.
VOL. 2007, PG. 452, M.R.C.C.T.
F.I.A.U.E.
VOL. 2008, PG. 808
N0°16'44"E
20.59'
N89°43'16"W
24.77'
N89°43'16"W 372.77'
ADF
(C.M.)
IRFC
(C.M.)
P.O.C.
F.I.A.U.E.
VOL. 2810, PG. 19
LOT 3R, BLOCK 1
LEGACY MEDICAL PLAZA
BLOCK 1, LOT 3R
VOL. 2010, PG. 19
M.R.C.C.T.
W.E.
VOL. 2810, PG. 19
CURVE TABLE
NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD
C1 | 90°00'00" | 20.00' | 31.42' | N45°16'44"E | 28.28'
C2 | 90°00'00" | 5.00' | 7.85' | S45°16'44"W | 7.07'
LEGEND
ADF =ALUMINUM DISK FOUND
IRF =IRON ROD FOUND
IRFC =IRON ROD WITH CAP FOUND
C.M. =CONTROLLING MONUMENT
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCING
F.I.A.U.E. =FIRELANE, ACCESS & UTILITY EASEMENT
W.E. =WATER EASEMENT
ESMT. =EASEMENT
M.R.C.C.T. =MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. =LAND RECORDS, COLLIN COUNTY, TEXAS
NOTES:
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.
Kimley-Horn and Associates, Inc.

EXHIBIT "E-8"
Form of Public Easement Declaration (Access and Utility Easement (City-owned utilities) for Reserved Well Site

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd., 3rd Floor East
Frisco, Texas 75034

PUBLIC EASEMENT DECLARATION (ACCESS AND UTILITY EASEMENT)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

DATE: _____, 2012

DECLARANT (including Address and County):

City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Collin County, Texas 75034

PROPERTY:

Declarant owns a 0.689± acre tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149 in the City of Frisco, Collin County, Texas, and more particularly described in a deed, recorded in Volume 2812, Page 810, Real Property Records of Collin County, Texas ("Property").

ACCESS AND UTILITY EASEMENT:

Containing 0.018± acres of land situated on the Property, as more particularly described in and depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Property").

RIGHTS OF ENJOYMENT IN THE ACCESS AND UTILITY EASEMENT

Declarant shall have the right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain (i) access improvements ("Access"), together with all necessary improvements thereto, over, across, in, upon, under and through the Easement Property; and (ii) Declarant-owned utility facilities ("Utility Facilities") (Access and Utility Facilities are

collectively referred to as "Facilities"), together with all incidental improvements, and all necessary laterals in, upon and across the Easement Property. Any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Facilities may be removed from said premises by Declarant.

TO HAVE AND TO HOLD the same perpetually unto Declarant, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Declarant, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Declarant is unable to access the Easement Property due to physical barriers or conditions, then the Declarant, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Ingress/Egress Easement").

Declarant will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Ingress/Egress Easement and Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

The easement rights and privileges granted herein are non-exclusive, but any subsequent owner of the underlying Property covenants that it will not convey any other easement or conflicting rights within the area covered by this Public Easement Declaration which unreasonably interfere with Declarant's rights of enjoyment granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Any subsequent owner of the Property shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Declarant, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Declarant will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Declarant and any subsequent owner of the Property, and their respective successors or assigns.

EXECUTED on the date appearing in the acknowledgement below, however, to be effective on this _____ day of _____, 2012.

DECLARANT:
CITY OF FRISCO, TEXAS

By: _____
GEORGE PUREFOY, City Manager

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City MANAGER for and on behalf of the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipal corporation; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2012.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

EXHIBIT "E-8"
PUBLIC EASEMENT DECLARATION
(ACCESS AND UTILITY EASEMENT)
COLLIN COUNTY SCHOOL LAND SURVEY NO. 6, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Collin County School Land Survey No. 6, Abstract No. 149, City of Frisco, Collin County, Texas and being part of a tract of land described in deed to the City of Frisco, Texas recorded in Volume 2812, Page 810, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for corner in the west line of said City of Frisco tract and the east line of Lot 4R, Block 1, Legacy Medical Plaza Lots 3R and 4R, Block 1, an addition to the City of Frisco, Texas according to the Revised Conveyance Plat recorded in Volume 2008, Page 608, Map Records of Collin County, Texas; from said point the southwest corner of said City of Frisco tract bears South 0°11'23" West, a distance of 37.81 feet;

THENCE with the said west line of the City of Frisco tract and the said east line of Lot 4R, North 0°11'23" East, a distance of 24.00 feet to a point for corner;

THENCE departing the said west line of the City of Frisco tract and the said east line of Lot 4R, the following courses and distances:

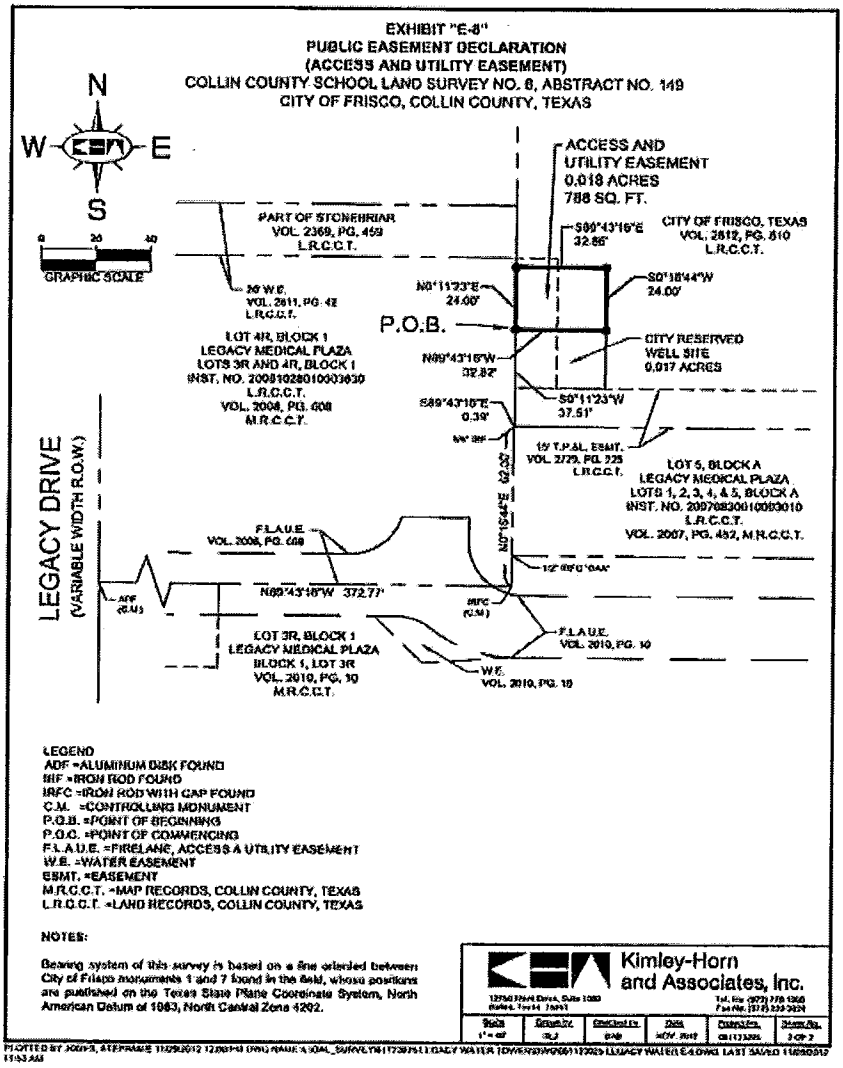
South 89°43'16" East, a distance of 32.86 feet to a point for corner;
South 0°16'44" West, a distance of 24.00 feet to a point for corner;
North 89°43'16" West, a distance of 32.82 feet to the **POINT OF BEGINNING** and containing 788 square feet or 0.018 acres of land.

Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.



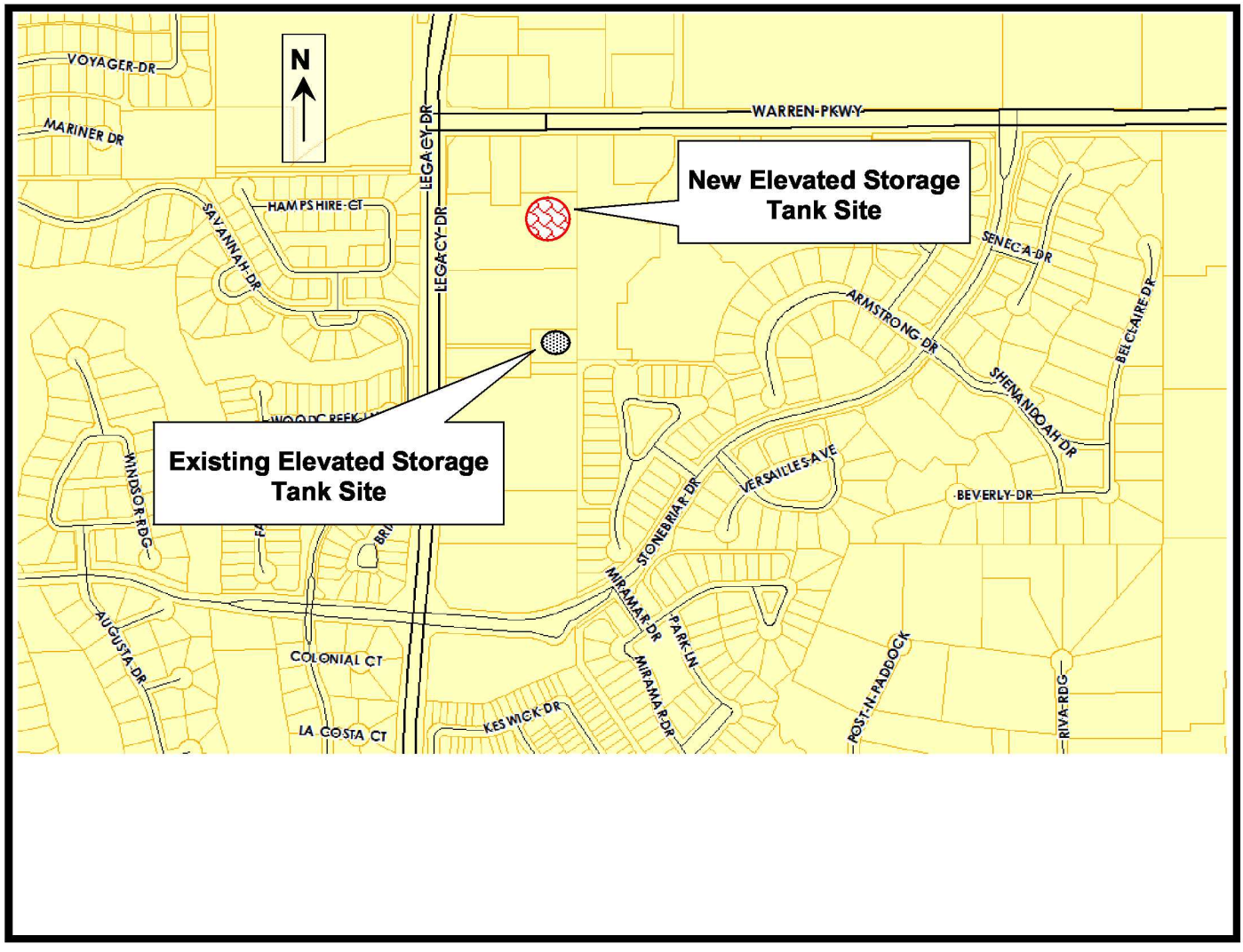
Dana Brown
Registered Professional Land
Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Ph. 972-770-1300

Kimley-Horn and Associates, Inc.


EXHIBIT "E-8"
PUBLIC EASEMENT DECLARATION
(ACCESS AND UTILITY EASEMENT)
COLLIN COUNTY SCHOOL LAND SURVEY NO. 8, ABSTRACT NO. 149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
N
W
E
S
GRAPHIC SCALE
ACCESS AND UTILITY EASEMENT 0.018 ACRES 788 SQ. FT.
PART OF STONEHRIAR VOL. 2369, PG. 459 L.R.C.C.T.
CITY OF FRISCO, TEXAS VOL. 2612, PG. 810 L.R.C.C.T.
S89°43'16"E 32.86'
S0°16'44"W 24.00'
N0°11'23"E 24.00'
P.O.B.
N89°43'16"W 32.87'
CITY RESERVED WELL SITE 0.017 ACRES
S0°11'23"W 37.51'
S89°43'16"E 0.39'
15' T.P.&L. ESMT. VOL. 2779, PG. 725 L.R.C.C.T.
LOT 4R, BLOCK 1 LEGACY MEDICAL PLAZA LOTS 3R AND 4R, BLOCK 1 INST. NO. 20081028010003030 L.R.C.C.T. VOL. 2008, PG. 608 M.R.C.C.T.
LEGACY DRIVE (VARIABLE WIDTH R.O.W.)
LOT 5, BLOCK A LEGACY MEDICAL PLAZA LOTS 1, 2, 3, 4, & 5, BLOCK A INST. NO. 20070830010003010 L.R.C.C.T. VOL. 2007, PG. 452, M.R.C.C.T.
F.L.A.U.E. VOL. 2008, PG. 608
N89°43'16"W 372.77'
LOT 3R, BLOCK 1 LEGACY MEDICAL PLAZA BLOCK 1, LOT 3R VOL. 2010, PG. 10 M.R.C.C.T.
F.L.A.U.E. VOL. 2010, PG. 10
W.E. VOL. 2010, PG. 10
LEGEND
ADF =ALUMINUM DISK FOUND
IRF =IRON ROD FOUND
IRFC =IRON ROD WITH CAP FOUND
C.M. =CONTROLLING MONUMENT
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCING
F.L.A.U.E. =FIRELANE, ACCESS & UTILITY EASEMENT
W.E. =WATER EASEMENT
ESMT. =EASEMENT
M.R.C.C.T. =MAP RECORDS, COLLIN COUNTY, TEXAS
L.R.C.C.T. =LAND RECORDS, COLLIN COUNTY, TEXAS
NOTES:
Bearing system of this survey is based on a line oriented between City of Frisco monuments 1 and 7 found in the field, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.
Kimley-Horn and Associates, Inc.

FRISCO
PROGRESS IN MOTION

Ageement for Exchange of Real Estate
Legacy Elevated Storage Tank
December 18, 2012



Project Location

AGENDA ITEM #25.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering

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

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC for design and preparation of construction documents for Stewart Creek North Interceptor**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC of Frisco, Texas, in the amount of $760,433.12, for the Stewart Creek North Interceptor.

Background Information: This contract for engineering services will provide construction plans for a sanitary sewer interceptor along Stewart Creek from Stewart Creek West Wastewater Treatment Plant (WWTP) to a point located east of the Dallas North Tollway and west of the BNSF Railroad. The purpose of the interceptor sewer is to remove two existing sanitary sewers that will be in conflict with the proposed lakes in Grand Park. Another purpose is to provide adequate sanitary sewer capacity for the service area at build out conditions. This new interceptor will eliminate surcharging in the existing sanitary sewer.

The project can be constructed in two sections: One section is north of Stonebrook Parkway and the other section is south of Stonebrook Parkway. The total construction cost of the interceptor sewer is $9.9 million. The north section of the interceptor sewer around Grand Park has an estimated construction cost of $6.5 million. At present, only the north section of the interceptor will be constructed; however, the south section must be designed with the north section to ensure the interceptor will be able to connect to the new wastewater treatment plant. Construction of the southern section of interceptor would depend upon available funding.

The following is a summary of the work tasks for this engineering services contract:

Task 1	Surveying
Task 2	Subsurface Utility Engineering
Task 3	Geotechnical
Task 4	Preliminary Plans
Task 5	Environmental Assessment and Tree Survey
Task 6A	Final Design - North Section
Task 6B	Final Design - South Section
Task 7A	Bid Phase Services - North Section
Task 7B	Bid Phase Services - South Section
Task 8A	Construction Administration - North Section
Task 8B	Construction Administration - South Section
Task 9	Record Documents

Tasks 7B and 8B are denoted as Special Services in the agreement and will only be performed when funding for construction of the southern section is identified.

The cost for engineering services takes the following items into account:

- Location of the interceptor
- Environmental factors, wetlands, etc
- Grand Park development
- Underground utilities
- Connection to new Stewart Creek West WWTP

Design is anticipated to be complete by June 2013. Construction is scheduled to begin in August 2013 and should be completed by February 2014.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

Financial Considerations: Funding for the design for this project will come from Bond funds.

Legal Review: The Professional Services Agreement has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Professional Services Agreement

Staff Recommendation: Staff recommends approval of the resolution.

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

GARVER, LLC (CONSULTANT)

FOR

PROFESSIONAL SERVICES

Made as of the _____ day of _____ in the year Two Thousand _____:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5412
Facsimile: (972) 292-5016

and the Consultant: **Garver, LLC**
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034
Telephone: (972) 377-7480
Facsimile: (972) 377-8380

for the following Project: **Stewart Creek North Interceptor**

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Frisco, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Garver, LLC**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design and prepare construction documents for **Stewart Creek North Interceptor**, hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such professional services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of the Consultant, who is performing the day-to-day services under this Agreement for the Project, is separated, for any reason, from employment with the Consultant, the Consultant shall notify, in writing, a minimum of five (5) business days prior to said separation unless circumstances reasonably warrant a shorter notice period which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit "A," in the form of written change orders, may be authorized from time to time by the City.

1.2.1 **Requirement of Written Amendment** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" which have not been issued as a duly executed, written Amendment by the Frisco City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written Amendment shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said change order.

1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN AMENDMENT ISSUED BY THE FRISCO CITY MANAGER**. Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written Amendments.

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation and Billing Summary attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

2.1 **Project Data** – The City shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.

2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a **LUMP SUM BASIS**, for an amount not to exceed **SIX HUNDRED TWENTY-EIGHT THOUSAND, EIGHT HUNDRED NINETY NINE DOLLARS AND FOUR CENTS ($628,899.04)**, and a **TIME AND MATERIALS BASIS FOR TASK 8**, for an amount not to exceed **ONE HUNDRED THIRTY-ONE THOUSAND, FIVE HUDNRED THIRTY FOUR DOLLARS AND EIGHT CENTS ($131,534.08)**, for a total amount of **SEVEN HUNDRED SIXTY THOUSAND, FOUR HUNDRED THIRTY THREE DOLLARS AND TWELVE CENTS. ($760,433.12)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Project Budget Summary as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Drafting and Design ("CADD").

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.1 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.1.2 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code , as it exists or may be amended (the "Barriers Act"), as solely determined by the City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of the Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall participate in consultations with said authorities in order to obtain approval for the Project. As part of the services provided under the Consultant's Fee, the Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (the "TDLR"). The Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the construction documents, or inspection of the

Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

3.1.2.1 **Submission of Construction Documents to TDLR** – The Consultant shall mail, ship, or hand-deliver the construction documents to TDLR not later than five (5) calendar days after the Consultant issues the construction documents for the Project.

3.1.2.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (The "Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Consultant completes the submittal of the construction documents to TDLR.

3.1.2.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Consultant shall be notified in writing of the results; however, it is the Consultant's responsibility to obtain TDLR's written comments. The Consultant shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the Project. Consultant shall resubmit construction documents to TDLR for review prior to the completion of construction of the Project.

3.1.2.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. The Consultant shall advise the City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.2.5 **Corrective Modifications following TDLR Project Inspection** - When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR

(and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in Exhibit "B," and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart

are subject to reasonable change provided prior written notice of said change is given to City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
	E1 - EIT	$101.00
	E2 – Project Engineer	$112.00
	E3 – Senior Project Engineer	$139.00
	E4 – Project Manager	$154.00
	E5 – Senior Project Manager	$194.00
	E6 – Technical Advisor/Principal	$256.00
	P1 - Planner 1	$111.00
	P2 - Planner 2	$134.00
	D1 - Designer	$85.00
	D2 - Senior Designer	$121.00
	T1 - Technician	$76.00
	T2 - Senior Technician	$99.00
	C1 - Construction Observer	$83.00
	C2 - Senior Construction Observer	$118.00
	C3 - Construction Engineer	$158.00
	X1 - Clerical	$54.00
	X2 - Administrative Assistant	$73.00
	X3 - Administrative X-3	$129.00

3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice,

or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit "A" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy

shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit "E," City of Frisco Contractor Insurance Guidelines, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement,

Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND

THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Paul Knippel, P.E.
Director of Engineering Services
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

Frank McIllwain, P.E.
Garver, LLC
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or

communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit "A," Scope of Services

12.1.2 Exhibit "B," Compensation and Billing Summary

12.1.3 Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting (CADD)

12.1.4 Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses

12.1.5 Exhibit "E," City of Frisco Contractor Insurance Guidelines

12.1.7 Exhibit "F," Affidavit

12.1.8 Exhibit "G," Conflict of Interest Questionnaire, Form CIQ

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if

such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.

12.5 **Venue** – This entire Agreement is performable in Collin County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any party shall not apply.

12.14 **No Third Party Beneficiaries** - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.15 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY
City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Garver, LLC

By: _____
Frank McIlwain
Title: Principal

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd, & Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF Collin.:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Frank McIlwain, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF November, 2012.

Camille E. Keene
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 09/01/14

CAMILLE E. KEENE
Notary Public, State of Texas
My Commission Expires
September 01, 2014

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City)
and Garver, LLC (Consultant)
for Stewart Creek North Interceptor

I. PROJECT DESCRIPTION.

A. Generally, the scope of services includes surveying, design, preparation of property acquisition documents, bidding services, and limited construction support services for improvements to extend the gravity sewer main along Stewart Creek beginning from an existing manhole located adjacent to the railroad east of the Dallas North Tollway, extending west along Stewart Creek, crossing the Dallas North Tollway, crossing the future Grand Park Development, crossing Stonebrook Parkway, and terminating at Stewart Creek West Wastewater Treatment Plant in Frisco, Texas, with capability to connect to a new Wastewater Treatment Plant. The existing gravity sewer main is a single, continuous gravity sewer approximately 14,000-linear feet in length, consisting of pipe sizes of 18-inch diameter thru 27-inch diameter. A new gravity sewer will be routed around the east and west sides of the Grand Park development for a total length of approximately 22,000 feet of new pipe; sizes to be determined.

II. GENERAL REQUIREMENTS.

A. Specific design requirements shall be obtained from the City of Frisco Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with the utility companies, including, but not limited to franchised utilities, City of Frisco, pipeline companies, or any other entity which has facilities within or adjacent to the Project, any and all exposure, removal, and/or relocation work necessary for implementation of Project.

C. Each time the Consultant submits plans and/or specifications to City, five (5) hard copies and one PDF copy of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City.

EXHIBIT "A"
SCOPE OF SERVICES

III. TASK SUMMARY, BASIC SERVICES.

A. **Task One, Survey Services** – Survey data will be collected within the limits of construction including streets, driveways, buildings, and location of underground utilities. This field information shall be based on NAD-83 datum.

1.1 **Field Survey** – Consultant will perform the following:

1.1.1 Establish control using City primary control and benchmarks. Permanent control points will be set in concrete and will define the X, Y and Z coordinates for the Project. The permanent control points shall be set outside the limits of construction (if possible) and shall be a 5/8" iron rod set with a plastic cap. The control points shall be tied to the City benchmarks via a differential level.

1.1.2 Obtain cross-sections every fifty feet (50') along the Right-of-Way, and all grade breaks will be surveyed. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

1.1.3 Topographic surveys shall include all existing features above ground level that are believed to affect proposed construction. These features shall include, but are not limited to, above-ground utility appurtenances, manholes (including invert elevations), structures, culverts, retaining walls, trees, landscaping, curbs, pavement, existing street centerline, sidewalks, fences, property corners, block corners. Surveys shall also include all buildings, steps, and other topographical features which would be of interest to the property owner in discussing the plans with the City.

1.1.4 Locate underground utilities or structures that may be within the limits of the Project. Such utilities include but are not limited to wastewater, water, gas, electric, storm sewer, telephone, and television cable. Consultant will contract 1-800-DIG-TESS or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

1.2 **Ownership Data** – Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, Right-of-way maps and ownership addresses along the project.

1.2.1 Ownership Map – Locate property corners of parcels that are affected by the project.

1.2.2 Exhibits of Temporary Construction Easements and Permanent Easements.

1.3 SUE Quality Level "D, C, and B" on all known utilities by obtaining as-built utility plans from owners of name marked utilities, municipalities, and other government agencies; visible above ground appurtenances obtained through traditional survey

methods; and non-destructive surface geophysical and horizontal designation of subsurface utilities with an accuracy of approximately one foot with pipe and cable locators, metal detectors, probing, and/or other non-destructive surface methods.

B. **Task Two, Subsurface Utility Engineering (SUE) Level A**
Consultant's survey firm will subcontract with a SUE firm to provide the following SUE services.

2.1 SUE Quality Level "A" (QLA) – Provide information for up to a maximum of twenty (20) test hole locations as defined by the Consultant along the project. SUE services will be in accordance with the American Society of Consulting Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). SUE firm will excavate test holes by means of non-destructive vacuum excavation methods and produce a summary sheet containing the coordinates and elevation to top of the utility at each test hole location with test holes incorporated into the surveyor's topographic survey file. The elevations of the test holes and the horizontal locations shall be tied to the same control as the project survey which will be tied to the City primary control and benchmarks. This cost will also be provided on a "per bore" fee structure.

C. **Task Three, Geotechnical Investigation**

3.1 Consultant will provide Geotechnical investigation as defined below:

3.1.1 **Field Investigation for Pipeline Design** – The geotechnical investigations will be along the proposed alignment of the pipeline. The borings will be at about 1,000 foot intervals with depths varying in order to obtain information to about four feet below projected invert; and to obtain information near jack and bore/tunnel locations and where significant and sudden pipeline elevations changes are projected. Twenty six bores are projected. This cost will also be provided on a "per bore" fee structure.

3.1.2 **Geotechnical Report** – A geotechnical report will be prepared with boring logs for use by the bidders during bidding and construction.

D. **Task Four, Preliminary Design Plans**

4.1 The preliminary design phase submittal will include preliminary plan and profiles showing horizontal and vertical geometry for the interceptors, construction details, and an opinion of probable construction cost for both north and south portions of the project. The point of demarcation between north and south portions of the project shall be the first manhole south of Stonebrook Parkway.

EXHIBIT "A"
SCOPE OF SERVICES

The preliminary design will be based upon field surveys. All right-of-way lines and easements will be shown on the plans. Sufficient survey control points will be shown on plan and profile drawings for the contractor's use in construction staking.

The preliminary design will represent approximately 60 percent of the final construction plans. This submittal will not include technical specifications or "front end" contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner in writing.

4.2 Construction Estimate – At the time of submittal of the 60% Design Plans, the Consultant shall prepare an estimate of construction quantities and develop a preliminary statement of probable construction cost.

4.3 The Engineer will provide mapping as required for preparing Right-of-Way/Easement acquisition documents for the Owner's use in acquiring the property along the proposed improvements. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by the Engineer. The fee for providing property acquisition exhibits is based on permanent easements and temporary construction easements for no more than 20 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

4.4 Coordination -The Engineer will furnish half-sized plans to all known utility owners potentially affected by the project at each stage of development except conceptual design. The Engineer will include the surveyed locations of the observable and marked utilities in the construction plans. The Engineer will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies. The Engineer will also attend coordination meetings with the Owner and other agencies as required. Upon approval of final design, the Engineer will prepare the application, and Frisco will apply for the following permits (Frisco is responsible for application fees):

1. Corp of Engineers
2. NTTA
3. BNSF Railroad

Upon approval of final design, the Engineer will furnish the TCEQ plans for their review and comments.

4.5 General Notes – Construction General Notes shall be compiled and inserted in the plans after the Typical Sections.

4.6 Details and Standards – Appropriate details and standards shall be compiled and inserted into the plans following the section in which the detail or standard is applicable.

4.7 Plans will include one service area/drainage area map with peak flows from each area labeled, to be provided by the City.

E. **Task Five, Environmental Assessment and Tree Survey**

5.1 Modified Environmental Assessment - The Engineer will provide an environmental assessment sub consultant. The modified environmental assessment will include archaeological site records research and ground investigation. The environmental study will also include a modified tree survey of the proposed temporary construction easement. This scope does not include preparation of an Individual 404 Permit or a wetlands mitigation plan but does include a general permit from the Corps.

F. **Task Six, Final Design (100% Plans)** – At such time as the Consultant is directed by the City, Consultant shall prepare Construction Plans based upon City review comments of the 60% Design Plans for north section of project and/or south portion of project (Task 6A – North and 6B - South) and, in addition, shall include the following:

6.1 Construction Estimate – The Consultant shall revise the preliminary statement of probable costs based on comments received from the City during the 60% Design Plan phase.

6.2 During the final design phase of the project, the Engineer will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Engineer will also make any plan changes as a result of easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

G. **Task Seven, Bid Phase Services** – The Consultant shall provide services to assist the City in selection of a Contractor for the construction of the Project. In the case of separate bids for the North and South Sections, a Task 7A-North and a Task 7B – South will be provided. These services (either 7A or 7B) shall consist of the following:

7.1 **Preparation and Delivery of Bid Documents** – The Consultant shall assist the City in the delivery of the Bid Documents to prospective bidders. The Consultant shall maintain a list of prospective bidders receiving the Bid Documents. The Consultant may sell sets of Bid Documents to contractors, suppliers, subcontractors, etc. The purchase price paid should offset the reproduction and distribution costs. In addition, the Consultant will send Construction Documents to appropriate contractor plan rooms and three (3) sets to the City.

7.2 **Bid Period Requests for Information (RFI)** – The Consultant shall develop and implement procedures for receiving and answering

bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by the City. The responses may be in the form of addenda.

7.3 **Addenda** – The Consultant shall assist the City in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the City.

7.4 **Bid Opening** – The Consultant shall assist the City in opening of bids. The Consultant shall review all bids and evaluate them for responsiveness and bid amount and prepare bid tabulation for all responsive bidders. The bid tabulation shall be delivered to the City in Excel format. The Consultant will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. The Consultant shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

7.5 **Recommendation of Contract Award** – The Consultant shall assist the City in preparing the notice of award; assembly, delivery and execution of the contract documents for construction; and preparation of the notice to proceed.

7.6 **Conformed Document Preparation** – The Consultant shall incorporate all addenda into contract documents and issue conformed sets. Eight (8) conformed sets of original contract documents will be distributed to the City and the successful contractor.

H. **Task Eight, Construction Administration** – These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that the Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. There are two Task categories for Task 8: Task 8A – Construction Administration on the North Section and Task 8B – Construction Administration on the South Section. The Consultant shall provide Construction Administration Services as defined below.

8.1 **Pre-Construction Conference** – The Consultant shall coordinate and attend the preconstruction conference with the Contractor to review the Project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the Project. The Consultant will take minutes or

otherwise record the results of this conference. Meeting minutes from the Conference will be returned to the City within a seventy-two (72) hour period after the conference is held.

8.2 **Requests for Information** – The Consultant will review the Contractor's requests for information or clarification of the contract for construction. The Consultant will coordinate and issue responses to requests to the City. The Consultant will log and track the Contractor's requests.

8.3 **Review of Contractor's Requested Changes** – The Consultant shall review all Contractor-requested changes to the contract for construction. The Consultant will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, the Consultant shall prepare final change order documents.

8.4 **Periodic Site visits** – The Consultant shall visit the site three times during construction to review construction progress and respond to questions from the Contractor or City.

I. **Task Nine, Record Documents –** The Consultant shall prepare one set of construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES.

A. **Additional Services not included in the existing Scope of Services** - City and Consultant agrees that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Environmental Handling and Documentation, including Stormwater Pollution Prevention Plans, wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
3. Traffic Studies.
4. Drainage studies or design.
5. More than one bid or construction package
6. Construction materials testing
7. Coordination with FEMA.
8. Significant structural design.
9. Preparation of an Individual 404 Permit or a wetlands mitigation plan.

10. Cultural Resource Survey.
11. U.S. Fish and Wildlife or the State Historic Preservation Office work.
12. Landscaping design. City to provide tree type and locations.
13. Hydraulic Modeling of existing storm pipe and open conveyance systems.
14. Construction Administration services not listed in Section III, such as but not limited to review of shop drawings, review of contractors payment requests, and change order administration.
15. Construction Inspection including on-site observation or construction materials testing.
16. Services after construction such as warranty follow-up.
17. Preparation of additional plans, exhibits and paperwork necessary to obtain any permits required.

V. DELIVERABLES.

A. Required Deliverables – At the completion of Tasks One through Eight, Consultant shall deliver the following products to the City:

1. Two full size and five half-size sets of Preliminary Plans and in pdf format including an Opinion of Probable Construction Cost to the Owner.
2. Two full size and five half-size sets of Final Plans and in pdf format including an Opinion of Probable Construction Cost, and specifications in pdf format to the Owner.
3. One half-size set of Preliminary Plans and Final Plans to each effected utility.
4. Two hard copies and one PDF copy of the right-of-way and/or easement acquisition documents to the Owner.
5. Two sets of Final Plans to the TCEQ.
6. Bidding documents to prospective bidders.
7. Seven copies of the Conformed Construction Plans and Specifications to the Contractor, and Owner.
8. Two copies of approved shop drawings/submittals from the Contractor to the Owner.
9. Two full-size set of Record Drawings and in AutoCad and pdf format to the Owner.
10. Electronic PDF files for each deliverable.

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT LABOR ALLOCATION

Task	Task Description	Labor Hours
TASK 1	Survey and Property Descriptions	1,105 and Sub-Consultant
TASK 2	SUE Service Level A	Per Bore Hole
TASK 3	Geotechnical Investigation	Per Bore Hole
TASK 4	Preliminary Design Plans (60%)	1,223
TASK 5	Environmental Assessment and Tree Survey	Sub Consultant
TASK 6	Final Plans (100%)	828
TASK 7	Bid Phase Services	90
TASK 8	Construction Administration	884
TASK 9	Record Drawings	80
GRAND TOTAL, LABOR HOURS		4,210

EXHIBIT "B"
COMPENSATION AND BILLING SUMMARY

Agreement by and between the City of Frisco, Texas (City)
and Garver, LLC (Consultant)
for Stewart Creek North Interceptor

I. COMPENSATION SCHEDULE

MONTH, YEAR	DOLLAR AMOUNT	TASK COMPLETED
December, 2012	--	City Council approval of a Resolution authorizing the City Manager to execute the Agreement; City issues Notice to Proceed to Consultant.
December, 2012	--	Consultant's receipt of fully executed Agreement.
February, 2013	$195,000.00	**Task 1 Survey** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
February, 2013	$38,000.00 Or $1,900 per bore	**Task 2 SUE Level A** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
February, 2013	$35,750.00 Or $1,375 per bore	**Task 3 Geotechnical** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
April, 2013	$169,498.00	**Task 4 Preliminary Design Plans – Both Sections** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
April, 2013	$34,750.00	**Task 5 Environmental Assessment and Tree Survey**
June, 2013	$81,625.44	**Task 6A Final Design North** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).

EXHIBIT "B"
COMPENSATION AND BILLING SUMMARY

MONTH, YEAR	DOLLAR AMOUNT	TASK COMPLETED
June, 2013	$34,650.72	**Task 6B Final Design South** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
July, 2013		**Advertise**
August, 2013	$14,532.96	**Task 7A Bid Phase Services - North** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
August, 2013	$15,091.92	**Task 7B Bid Phase Services - South** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
February, 2014	$74,355.84	**Task 8A Construction Administration Services - North** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
February, 2014	$57,178.24	**Task 8B Construction Administration Services - South** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
March, 2014	$10,000.00	**Task 9 Completion of Record Documents.**
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)		
	$760,433.12	

EXHIBIT "B"
COMPENSATION AND BILLING SUMMARY

I. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services

a.	**Geotechnical Services (LS)**	$35,750.00
b.	**SUE (Level A) (LS)**	$38,000.00
c.	**Environmental Assessment and Tree Survey (LS)**	$34,750.00
d.	**Survey, Records Research, Property Docs (LS)**	$195,000.00
e.	**Preliminary Design Plans (60%) (LS)**	$169,498.00
f.	**Final Plans North (100%) (LS)**	$81,625.44
h.	**Bid Phase Services – North (LS)**	$14,532.96
i.	**Record Drawings (LS)**	$10,000.00

2. Total of Basic Services (Not-To-Exceed) ***$579,156.40***

B. Special Services.

1. Descriptions of Special Services

a)	**Final Plans South (100%) (LS)**	$34,650.72
b)	**Bid Phase Services – South (LS)**	$15,091.92
c)	**Construction Administration (North) (T&M)**	$74,355.84
d)	**Construction Administration (South) (T&M)**	$57,178.24

2. Total of Special Services ***$181,276.72***

C. Total Direct Expenses (Lump Sum, Not-To-Exceed) ***$0.00***

D. ***Project Budget, Grand Total (Not-To-Exceed)*** ***$760,433.12***

EXHIBIT "C"
CITY OF FRISCO
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:
    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions,

the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT "D"
CITY OF FRISCO GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. **REQUIREMENT OF GENERAL LIABILITY INSURANCE** –

A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.

A. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

B. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. **INSURANCE COMPANY QUALIFICATION** – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. **CERTIFICATE OF INSURANCE** – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

		Coverage Required	Limits
X	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
X	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim; ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

X 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.

X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Collin §

I, Frank McIlwain, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 29TH day of NOVEMBER, 2012.

FM McIlwain, PRINCIPAL
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Frank McIlwain and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 29th day of November, 2012.

CAMILLE E. KEENE
Notary Public, State of Texas
My Commission Expires
September 01, 2014

Camille E. Keene
Notary Public in and for the State of Texas
My commission expires: 09/01/14

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

Frank McIllwain, P.E. / Garver, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

None

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

None

Amended 01/13/2006

EXHIBIT "G"
CITY OF FRISCO
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

None

7

Signature of person doing business with the governmental entity

11/29/12
Date

Amended 01/01/2006

EXISTING TREATMENT PLANT

PROPOSED STEWART CREEK INTERCEPTOR

0 200' 400' 800' 1200'

(IN FEET)

STONEBROOK PKWY

PROPOSED STEWART CREEK INTERCEPTOR

GRAND PARK DEVELOPMENT

GRAND PARK - CANAL DISTRICT DEVELOPMENT

LEGACY DRIVE

DALLAS PKWY

COTTON GIN

PROPOSED STEWART CREEK INTERCEPTOR

615 620 625 630

GARVER

CONCEPTUAL PLANS
NOT FOR CONSTRUCTION

REV.	DATE	DESCRIPTION	BY

FRISCO

CITY OF FRISCO

FRISCO, TEXAS

STEWART CREEK

KEY MAP

JOB NO.: 12(
DATE: OCT.,
DESIGNED B
DRAWN BY:

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SCALES ACCO

DRAWING N
EXHI

SHEET NUMBER

AGENDA ITEM #25.

Packet Page -525-

File: \\GRNADC02\WDCProjects\2012\120861\30 - Frisco 42-inch Sewer Rehab and Main Extension\Drawings\DESIGN\Civil\E
Last plotted by: Martin, Jerry T. Plot Style: AECtoono.ctb Plot Scale: 1:1 Plot Date: 12/6/2012 4:31 PM Plotterused: DWG T

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND GARVER, LLC, TO PERFORM ENGINEERING SERVICES FOR NORTH STEWART CREEK INTERCEPTOR; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement by and between the City of Frisco, Texas and Garver, LLC, to perform engineering services for North Stewart Creek Interceptor, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

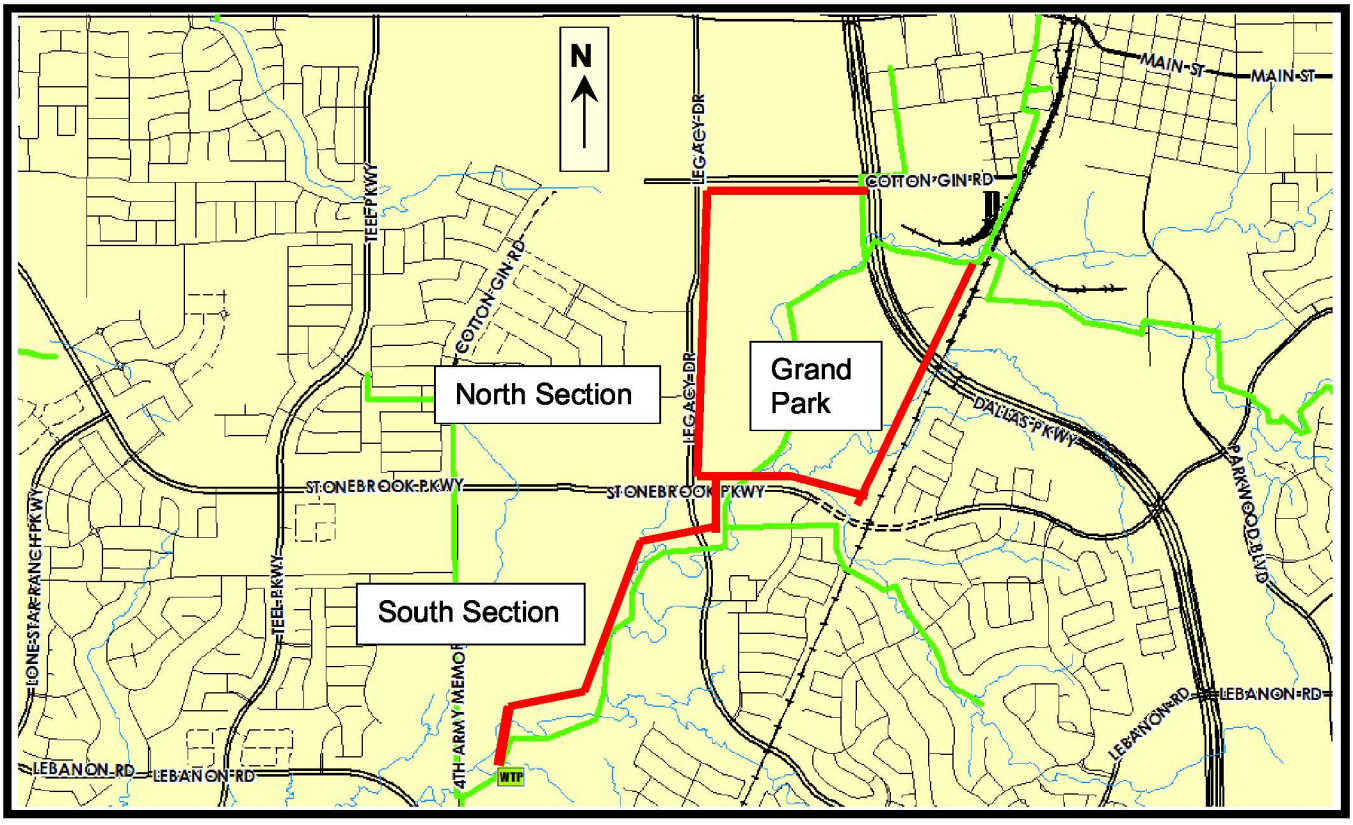
_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

FRISCO
PROGRESS IN MOTION

Professional Services Agreement
Garver, LLC
North Stewart Creek Interceptor
December 18, 2012



North Stewart Creek Interceptor

AGENDA ITEM #26.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **December 5, 2012**

Subject: **Consider and Act Upon Approval of the Purchase of Emergency Vehicle Preemption Equipment, from Consolidated Traffic Controls.**

Action Requested: City Council approval of the purchase of emergency vehicle preemption equipment, from Consolidated Traffic Controls, in the amount of $35,786.

Background Information: Sole source expenditure for products from Consolidated Traffic Controls, as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Consolidated Traffic Controls is the City's sole supplier of 3M Opticon brand emergency vehicle preemption equipment. Emergency vehicle preemption equipment allows Fire Department vehicles the ability to change traffic signals during emergency response situations. This purchase will allow for systems to be installed at four (4) intersections with one additional wire for maintenance.

Board/ Citizen Input: N/A

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

Financial Considerations: Funds are available through various capital project funds and Traffic Engineering's operational budget.

Legal Review: N/A

Supporting Documents: Department memo, quote, and sole source memo from 3M.

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer
Tracy Nichols, Traffic Signal and Lighting Supervisor

Date: **December 18, 2012**

Subject: **Purchase of Opticom Detector Equipment**

Transportation engineering needs to purchase four Opticom Detector Systems to use in upcoming traffic signal construction projects at the following intersections:

- King Road at Witt Road
- Dallas Parkway at Cotton Gin Road
- Eldorado Parkway at Lenox Lane
- Eldorado Parkway at Fire Station #6

This purchase also includes one additional Opticom Detector System and opticom wire for maintenance purposes. The total cost of the detector systems and additional opticom wire being purchased is $35,786. Consolidated Traffic Controls, Inc. is a sole source provider for this equipment. A written quote from Consolidated Traffic Controls, Inc. and a copy of the sole source letter are attached for your reference.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-11	Date Prepared:	11/2/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Frisco	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Tracy Nichols	**Prepared By:**	Bryan Jones
Phone:	972-292-5452	**Phone:**	800-448-8841
Fax:	972-292-5016	**Fax:**	800-448-8850
Email:	tnichols@friscotexas.gov	**Email:**	bjones@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	**GTT Preemption Equipment**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
8	Model 764 Phase Selector	2751	22008
			0
20	Model 721 Opticopm Detector	483.9	9678
			0
5000	Model 138 Opticom Cable (2500' spool)	0.41	2050
			0
5000	Model 138 Opticom Cable (1000' spool)	0.41	2050
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	35786

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.	**For this transaction the percentage is:**	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Subtotal C:	0

Delivery Date:	30 Da	**Total Purchase Price (A+B+C):**	35786

Consolidated Traffic Controls, Inc.

July 21, 2011

City of Frisco

Tracy Nichols

Dear Mr. Nichols:

This is to inform the City of Frisco that Consolidated Traffic Controls, Inc. is the only authorized exclusive dealer for Global Traffic Technologies, ITS Opticom related traffic signal products to include Opticom Preemption Systems, Canoga Detectors in the State of Texas. Formally owned and manufactured by 3M Company.

Thank you for this opportunity to be of service. Should you require additional information, please call me at 817-265-3421.

Sincerely,

David Ayers
President

AGENDA ITEM #27.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5. 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Paradigm Traffic Systems, Inc. for the Purchase of Three (3) Traffic Signal Video Detection Systems.**

Action Requested: City Council approval of a purchase order to Paradigm Traffic Systems, Inc. for purchase of three (3) traffic signal video detection systems, in the amount of $59,235.

Background Information: Purchase made through an interlocal agreement with Buyboard Cooperative Purchasing. This purchase will provide for 1 - 6 camera system and 2 - 4 camera systems. These systems will be installed at upcoming traffic signal construction projects.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through bond funds.

Legal Review: N/A

Supporting Documents: Department memo, quotes from Paradigm Traffic Systems, Inc. and Buyboard contract.

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer
Tracy Nichols, Traffic Signal and Lighting Supervisor

Date: **December 18, 2012**

Subject: **Purchase of Three Video Detection Systems**

Transportation engineering needs to purchase three Video Detection Systems to use in upcoming traffic signal construction projects using capital funds at the following intersections:

- King Road at Witt Road – 4 camera system
- Dallas Parkway at Cotton Gin Road – 6 camera system
- Eldorado Parkway at Lenox Lane – 4 camera system

This purchase also includes 3,500 feet of video detection cable for the three systems listed above and 1,300 feet of video cable for the Eldorado Parkway at Walmart driveway location. The total cost of the video detection systems cable being purchased is $59,235. Bond funds will be used to pay for this equipment. City will be purchasing this video detection equipment and cable from Paradigm Traffic Systems, Inc. through the Buy Board Contract No. 363-10.

A quote has also been attached for your reference.

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM
TRAFFIC SYSTEMS, INC.

P.O. Box 5508
Arlington, TX 76005-5508

QUOTATION

TO: City of Frisco
6101 Frisco Square
Frisco, TX 75034
attn: Shelley Lang
ph: 972-292-5452
fax: 972-292-5016

BuyBoard Contract # 363-10
Public Safety, Fire House Supply Equi
Traffic Signals
512-467-0222 pn
1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	TERMS	QUOTE #
######	DJ	30 - 45 Days ARO	PPD & Allowed	Net 30	Q14476DJ

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
		1 - 6 Camera Systems c/o:		
28	6	ARVTERRA1E, Autoscope Rackvision Terra (Discount) (Normal Price $2100.00)	$1,800.00	$10,800.00
40	6	AIS4MCRZOOMUOS, Image Sensor Easyloc Color	$1,365.00	$8,190.00
49	6	CX06-M LPU	$60.00	$360.00
50	12	BNC Connector	$2.00	$24.00
54	6	AS-0166-4-62, Camera Bracket	$150.00	$900.00
58	1	6 Cam Din Rail	$250.00	$250.00
		2 - 4 Camera Systems c/o:		
28	8	ARVTERRA1E, Autoscope Rackvision Terra (Discount) (Normal Price $2100.00)	$1,800.00	$14,400.00
40	8	AIS4MCRZOOMUOS, Image Sensor Easyloc Color	$1,365.00	$10,920.00
49	8	CX06-M LPU	$60.00	$480.00
50	16	BNC Connector	$2.00	$32.00
54	8	AS-0166-4-62, Camera Bracket	$150.00	$1,200.00
58	2	4 Cam Din Rail	$250.00	$500.00
1	3	Card Rack, 6 Position, w/PS Cable	$220.00	$660.00
2	3	PS-250 Power Supply	$365.00	$1,095.00
3	3500	VIVDS Cable (Rackvision)	$1.50	$5,250.00
4	1300	Autoscope Cable, Solo Pro Communication/Power	$1.30	$1,690.00
5	12	80' Solo Pro Pigtail	$207.00	$2,484.00
		NOTE: PURCHASE ORDER MUST BE PROCESSED THROUGH WWW.BUYBOARD.COM		
				$59,235.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Vendor Name:	Paradigm Traffic Systems, Inc
Address:	2201 E. Division St.
	Arlington, TX 76011
Phone Number:	(817) 831-9406
Email:	jpriester@paradigmtraffic.com
Federal ID:	75-2520341
Contact:	Jerry Priester
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	363-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	363-10
Return Policy:	None
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must their individual projects to determine the need for bonding and insurance, including limitation such workers' compensation insurance as may be required by state or loc or policy. If required, it is the responsibility of each entity to obtain such bonding an insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the proj subject to prevailing wage rate requirements under the federal Davis Bacon Act or s local law. If any such requirements apply, it is the responsibility of each entity to tak appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Gover Code ("Act"), prohibits a governmental entity from using a competitive bid process t initially considers price in the procurement of professional services covered under t "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and r estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provide governmental entity may not use an interlocal contract with a purchasing cooperativ purchase engineering or architectural services (Texas Government Code, Section 79 (h)). BuyBoard® contracts do not, and are not intended to, include professional serv that must be procured in accordance with the Act. Cooperative members are remind they must comply with the Act whenever a contract includes professional services a component part, and may not procure engineering or architectural services through BuyBoard contract.**

AGENDA ITEM #28.

FRISCO
PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Naztec, Inc. for the Purchase of Four (4) Naztec Traffic Signal Cabinets**

Action Requested: City Council approval of a purchase order to Naztec, Inc. for the purchase of four (4) Naztec traffic signal cabinets, in the amount of $28,600.

Background Information: Purchase made through an interlocal agreement with the City of Grand Prairie. This purchase order will allow for the purchase of four (4) Naztec signal cabinets for upcoming City traffic signal construction projects.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through bond funds.

Legal Review: N/A

Supporting Documents: Department memo, quote from Naztec, Inc., Grand Prairie contract and amendment.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer
Tracy Nichols, Traffic Signal and Lighting Supervisor

Date: **December 18, 2012**

Subject: **Purchase of Four Naztec Signal Cabinets**

Transportation engineering needs to purchase four traffic signal cabinets for upcoming City traffic signal construction projects at the following intersections:

1. King Road at Witt Road
2. Dallas Parkway at Cotton Gin Road
3. Eldorado Parkway at Lenox Lane
4. Eldorado Parkway at Fire Station #6

The total cost of the traffic signal cabinets being purchased is $28,600, which will be funded by previous bond sales. The City will be purchasing this equipment from Naztec, Inc. through an Interlocal Agreement with Grand Prairie. The City of Frisco's Contract No. 0801-018I.

A quote has also been attached for your reference.

NAZTEC, INCORPORATED

802 Park West Dr.
P.O. Box 765
Sugar Land, Texas 77478-0765
Ph: (281) 240-7233
Fax: (281) 240-7238

FAX QUOTATION

To: City of Frisco
Attn: Tracy Nichols
From: Billy Kidd
Job: Cabinets
Date: 9-Nov-12

QUOTE # **1211-BK501**

Item	Qty.		$/Each	$/Total
1	4	**16 Position Base Mount Cabient** **Naztec Part # 70006-TS2GP**	$7,150.00	$28,600.00

Total **$28,600.00**

NET 30 DAYS
FOB DESTINATION/FREIGHT INCLUDED
Thank you for the opportunity to submit a price quotation. We greatly appreciate all of your business.

This price quotation is valid for 30 days.
All quotations are subject to credit approval.

Sincerely,

Billy Kidd
Sales Engineer

Authorized Representative Signature:_____ **Date:**_____

ID **2045**

Department:
Purchasing for Streets and Transportation

Vendor Name:
Naztec, Inc.

Project Name:
11042 R1 Traffic Signal Controllers & Cabinets - Naztec - amendment

Work Order Number(s):

Account Number:
251310-63125

Contract Amount:	**Implementation Date:**	**Termination Date:**	**City Council Appr. Date:**
$232,410.00	6/22/2012	6/21/2013	6/21/2011

Insurer A Name:
Truck Ins Exchange

Insurer A Expiration:
9/10/2012

Insurer B Name:
Farmers Ins Exchange

Insurer B Expiration:
9/10/2012

Insurer C Name:
Mid-Century Ins

Insurer C Expiration:
9/10/2012

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
purchasing interoffice mail

MP

Department Manager Signature: **Date:** 4-13-12

City Attorney Signature: **Date:** 4/13/12

City Manager/Deputy City Manager Signature: **Date:** 4/16/12

City Secretary Signature: **Date:** 4/16/12

CD

AMENDMENT TO PRICE AGREEMENT CONTRACT
NON MONETARY CHANGE
CITY OF GRAND PRAIRIE

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

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY", and **NAZTEC, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide traffic signal controllers & cabinets per bid award resulting from vendor's response to RFB #11042, submitted by Chris Mc Pherson on May 27, 2011; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods. This Contract was effective as of June 22, 2011, and was to terminate at midnight on June 21, 2012, unless the parties mutually agreed in writing to extend the term of the Contract through an allowable renewal option, or, unless otherwise terminated as provided in paragraph XV of the original contract;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

The parties mutually agree to extend the term of the contract and execute the first of the four available renewal options and extend the contract expiration to midnight on June 21, 2013 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XV of the original contract; and

1. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of $232,410.00, to reflect the contract renewal; and

2. This shall constitute an Authorization for extension of price agreement as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

EXECUTED this the 16th day of April, 2012

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Cox, Deputy City Manager

ATTEST:

_____
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

_____
Donald R. Postell, City Attorney

NAZTEC, INC.

By: _____ 4/9/12
Printed Name: Chris McPherson
Title: Technical Sales

RECEIVED

APR 11 2012

City of Grand Prairie
Purchasing

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Janic King Insurance 3320 FM 359 Richmond, TX 77406	CONTACT NAME: PHONE (A/C, No, Ext): 281-341-5225 FAX (A/C, No): 281-341-1171 E-MAIL ADDRESS: jking@farmersagent.com
INSURED NAZTEC, INC PO BOX 765 SUGAR LAND, TX 77487	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TRUCK INS EXCHANGE INSURER B: FARMERS INS EXCHANGE INSURER C: MID- CENTURY INS COMPANY INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	☑	☑	60161 12 61	09/10/2011	09/10/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ HIRED AUTOS ☑ SCHEDULED AUTOS ☑ NON-OWNED AUTOS	☑	☑	60161 12 60	09/10/2011	09/10/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☑	☑	07592 98 40	09/10/2011	09/10/2012	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☑	A0707 50 94	09/10/2011	09/10/2012	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Traffic Signal Parts/Bid #11029. The City of Grand Prairie is named as an Additional Insured on all of the above policies except WC. There is a Waiver of Subrogation in favor of the City of Grand Prairie for all policies.

CERTIFICATE HOLDER

City of Grand Prairie
Attn: Purchasing Division
PO Box 534045
Grand Prairie, Texas 75053-4045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM #29.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **December 6, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders to Lone Star Emergency Vehicles for the Purchase of Three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances**

Action Requested: City Council approval of a purchase order to Lone Star Emergency Vehicles for the purchase of three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances, in the amount of $800,542.

Background Information: Purchase made through an interlocal agreement with Houston Galveston Area Council (HGAC). This purchase order will allow for the purchase of three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances that will replace three (3) existing Fire Department units, M601, M602 and M604.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this Purchase Order, at this time.

Financial Considerations: Funding is available through 2013 General Obligation Bonds.

Legal Review: N/A

Supporting Documents: Department memo and HGAC quote from Lone Star Emergency Vehicles.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **November 30, 2012**

Subject: **Request for City Council consideration of the approval of a Purchase Order to Lone Star Emergency Vehicles for the purchase of three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances**

Attached for your consideration is a purchase order request to Lone Star Emergency Vehicles of Midlothian, Texas, in the amount of $800,542, for the purchase of three (3) Braun Super Chief, Type I Medium Duty International Durastar Ambulances as outlined in the Houston-Galveston Area Council ("HGAC") Contract Pricing Worksheet for HGAC Contract No. AM10-12. The vehicles outlined in the Contract Pricing Worksheet are replacement Ambulances for Medic 601 ("M601"), Medic 602 ("M602") and Medic 604 ("M604").

The Contract Pricing Worksheet includes the pricing for three (3) Super Chief Type I Medium Duty International Durastar Ambulances, options as listed in the worksheet and all fees associated with an HGAC purchase. Staff believes these units are designed in the best manner to provide the highest level of Emergency Medical Services while incorporating state-of-the-art Firefighter/Paramedic safety features. The history that the Frisco Fire Department has with Braun Ambulances supports the belief that the units are well-built which translates into minimal down-time and extended service life. Staff recommends moving forward with this purchase, as these ambulances incorporate the best design and features (in a cost-effective manner) for Frisco's needs. The budget estimate for the replacement ambulances that was presented in August 2012 totals $1,350,000; as proposed the loose equipment costs for the ambulances will be purchased separately and in conjunction with City purchasing policies. The cost estimates for the ambulances are consistent with the original budget estimate and the final purchase total for these units will be $1,350,000 or less.

Lone Star Emergency Vehicles is the licensed and authorized dealer for Braun Industries, Inc. in the State of Texas and pricing for these ambulances are based on the current HGAC Cooperative Purchasing Process. The cost of this purchase order totals $800,542 and is within the current budget estimate; staff recommends that the cost of this purchase be funded by the 2012 General Obligation Bonds allocated to the purchase of replacement ambulances (33536000-79450-05152).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@friscofire.com.

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	AM10-12	Date Prepared:	11/16/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	FRISCO FIRE	Contractor:	LONE STAR EMERGENCY VEHICLES
Contact Person:	MACK BOCHARDT	Prepared By:	PENNY RICHARDSON
Phone:	972-292-5127 office/ 972-897-1807 cell	Phone:	419-232-7036
Fax:		Fax:	419-232-7070
Email:	mborchardt@friscotexas.gov	Email:	PENNYR@BRAUNAMBULANCES.COM

Product Code:	CA15	Description:	SUPER CHIEF, TYPE I MEDIUM DUTY, INTERNATIONAL DURASTAR

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	192991

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
20-20-0281 SECURITY SYSTEM, ANTI THEFT	363	30-10-0654 RADIO ANTENNA BASES - 2	130
20-40-0202 DELETE WHEEL SIMULATORS	-170	30-10-0722-10 RECEPTACLE AUTOEJECT 20AMP	259
30-10-0072 REAR VIEW CAMERA	596	30-10-0755 SIREN WHELEN 295-HFS2	311
30-10-0253 VANNER INVERTER 1050	1471	30-25-0201 LIGHT RUNNING BOARD	218
30-10-0290 LIGHT, ATTENDANT	57	30-25-1009-10 LIGHTBAR FRONT WHELEN	2517
30-10-0390 MAPLIGHT	64	30-25-3109 LIGHTS FRONT GRILLE M7	232
30-10-0417 LIGHT, OSS COMPARTMENT LED	525	30-25-3109 LIGHTS FRONT GRILLE M7	232
30-10-0420-10 LIGHT, REAR FACING DOORS	728	30-25-4105-10 LIGHTS FRONT WALL LED	290
30-10-0461 LIGHT SPOTLIGHT	136	30-26-3009 LIGHTS BRAKE/TAIL/TURN M6	521
30-10-0477 LIGHT DOME LED	1155	**Subtotal From Additional Sheet(s):**	32940
30-10-0546 OUTLET 12VDC ADDITIONAL	66	**Subtotal B:**	42641

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
20-20-0111 CUSTOM CONSOLE	562	**3025-0103 ICC LIGHT CREDIT**	-22
20-30-0801 CUSTOM CAB STEPS	205	**30-25-1009-10 UPGRADE LIGHTBAR - OPTICOM**	884
30-05-0026 CUSTOM VISTA LOCATION	164	**30-26-2001 LIGHTBAR ARROWSTICK TA870L**	1672
30-10-0447 LIGHT, OSS COMPARTMENT ROPE	952		
30-10-0529 OUTLET RELOCATED	25	**Subtotal From Additional Sheet(s):**	29335
30-10-0731 MERMAID MEDICOOL 1.5	2885	**Subtotal C:**	36662

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	16%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	272294	=	Subtotal D:	816882

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
CUSTOMER LOYALTY DISCOUNT 5780X3	-17340		
HGAC FEE	1000		
**$1500 Allowance for Delivery Included per unit			
		Subtotal E:	-16340

Delivery Date:	F. Total Purchase Price (D+E):	800542

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:		Date Prepared:	

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	0

HGACBuy
THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	#DIV/0!

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:		Total Purchase Price (A+B+C): 0

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:		Date Prepared:	

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** #DIV/0!

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:		X Subtotal of A + B + C:	0	=	Subtotal D:	0

E. H-GAC Order Processing Charge (Amount Per Current Policy) — Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 0

HGACBuy THE SMART PURCHASING SOLUTION

PUBLISHED - FRISCO FIRE

30-26-5004 LIGHTS, REAR WINDOW LEVEL	$	659.00
30-26-5004 LIGHTS, REAR WINDOW LEVEL	$	659.00
30-26-6010 LIGHTS REAR MODULE WARNING	$	436.00
30-27-1109-20 LIGHTS FRONT INTERSECTION	$	211.00
30-27-2011 LIGHTS MODULE SCENE M9	$	1,307.00
30-27-2012 LIGHTS FLOOD PIONEER LED	$	2,290.00
30-27-3008 LIGHTS MODULE WARNING M9	$	993.00
30-27-4105 LIGHTS REAR INTERSECTION	$	452.00
40-10-0300 DOCK BUMPERS	$	199.00
40-10-0195 LOCKS POWER	$	1,874.00
50-01-0300-10 INVENTORY CONTROL SYSTEM	$	83.00
50-01-0404-04 LATCHES STAINLESS STEEL	$	187.00
50-05-0144 CABINET WALLS ALTERNATE COLOR	$	172.00
50-05-0205 WALL ACCENT STRIPE	$	383.00
50-10-0329 CABINET RESTOCKING HINGE	$	219.00
50-10-0706-10 DRAWER	$	388.00
50-10-0706-10 DRAWER	$	388.00
50-10-0706-10 DRAWER	$	388.00
50-10-0706-10 DRAWER	$	388.00
50-10-0706-10 DRAWER	$	388.00
50-10-0932 COUNTERTOP SOLID ACRYLIC	$	1,507.00
50-10-0932 ACCENT STRIPE COUNTERTOP	$	173.00
50-20-0359 CABINET TIP OUT O2 STORAGE	$	406.00
50-30-0134 CABINET BEHIND SQUAD BENCH	$	978.00
50-30-0109-10 SEAT ATTENDANT GUARDIAN	$	3,755.00
50-50-040910 SEAT EVS 5-PT	$	1,685.00
50-60-0001 AIR PURIFICATION SYSTEM	$	363.00
50-60-0011-10 ASPIRATIOR, IMPACT RECESSED	$	146.00
50-60-0030-10 ASSIST HANDLES SS/RUBBER	$	86.00
50-60-0095 CLOCK INTELLITEC 2	$	796.00
60-60-0323 GLOVE DISPESER 3	$	744.00
50-60-0351 GRAB RAILS 64"	$	107.00
50-60-0405-20 HEATER/AC 110/12V	$	6,952.00
50-60-0430 IV HANGERS (3)	$	321.00
50-60-0618 OXYGEN OUTLET	$	263.00
50-60-0640 OXYGEN SYSTEM ELECTRIC	$	751.00
50-60-0685 RADIO SPEAKERS WITH FADER	$	215.00
50-60-0705 SHARPS TRASH PULL OUT DRAWER	$	411.00
50-60-0720 STAINLESS STEEL WALL PROTECTOR	$	314.00
50-60-0733 DOOR PANELS STAINLESS STEEL	$	142.00
50-60-0782 HOLDER LIFE PAK	$	761.00
Total - Published	$	32,940.00

UNPUBLISHED - FRISCO FIRE

30-26-6010 UPGRADE LIGHTS REAR MODULE WARNING	$	804.00
40-01-0700 OSS#1 MODIFICATIONS	$	1,572.00
40-02-0701 OSS#2 MODIFICATIONS	$	1,087.00
40-03-0703 OSS#3 MODIFICATIONS	$	1,742.00
40-07-0700 OSS#4 MODIFICATIONS	$	585.00
40-05-0700 OSS#5 MODIFICATIONS	$	1,104.00
40-10-0103 FENDERETTES STAINLESS STEEL	$	237.00
40-10-0261 REAR STEP BUMPER CUSTOM	$	25.00
50-01-0404-04 UPGRADE LATCHES STAINLESS STEEL	$	435.00
50-10-0109 CABINET #1 MODIFICATION	$	158.00
50-10-0226 OUTLET RELOCATED	$	(35.00)
50-10-0412 CABINET #4 MODIFICATION LEFT WALL	$	419.00
50-10-0412 CABINET #4 MODIFICATION FRONT WALL	$	1,197.00
50-10-0511 CABINET LEFT WALL DELETE	$	(422.00)
50-10-0634 ACTION AREA, SECOND DELETE	$	(479.00)
50-20-0504 PARTITION DOOR MODIFIED	$	(134.00)
50-30-0108 CABINET RIGHT WALL MODIFIED	$	90.00
50-50-0525 SQUAD BENCH LID MODIFIED	$	559.00
50-60-0011-10 ASPIRATIOR, IMPACT SWITCHING	$	149.00
50-60-0153 COT HARDWARE RELOCATE	$	25.00
50-60-0220 EMBLEMS/SIGNS CUSTOM	$	45.00
50-60-0491 FLOORING LONCOIN	$	(70.00)
50-60-0843 VINYL STORAGE POUCHES	$	100.00
PR-CS-0002 MOUNT COMPUTER MDT	$	1,194.00
SE-99-0001 PANELS ALUMINUM DOORS COMPT	$	264.00
SE-99-0002 PANELS STAINLESS STEEL ENTRY DOORS	$	85.00
SP-99-4001 SCBA BRACKETS SHIPPED LOOSE	$	352.00
SP-99-4002 INTERCOM, SIGTRONICS	$	3,274.00
SP-99-4003 RADIO INSTALL CUSTOMER SUPPLIED	$	2,000.00
SP-99-4004 CONDUIT .5"	$	85.00
SP-99-6001 LIGHTS ION FRONT BUMPER	$	338.00
SP-99-6002 LIGHTS ION REAR KICK PLATE	$	338.00
SP-99-6003 TILT OUT STORAGE STREETSIDE REAR	$	272.00
SP-99-6011 SLIDES DRAWER HEAVY DUTY	$	70.00
SP-99-6012 KNOX BOX INSTALL CUSTOMER SUPPLIED	$	119.00
SP-99-6013 COOLER, SALINE MERMAID	$	2,064.00
SP-99-6015 GRAPHICS PACKAGE CUSTOM	$	4,938.00
SP-99-6016 DRY ERASE BOARDS	$	278.00
SP-99-6017 ANTENNA, GPS GARMIN	$	163.00
SP-99-6019 FLASH PATTERN CUSTOM	$	90.00
SP-99-6026 PROVISIONS FOR POWER LOAD INSTALL	$	272.00
SP-99-8002 PCR POCKET	$	30.00
SP-99-8003 TRI-STAR SEAT CURBSIDE	$	1,452.00
SP-99-8004 NFPA COMPLIANT OPTIONS	$	2,464.00
Total - Unpublished	$	29,335.00

AGENDA ITEM #30.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

Cc: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Lee Glover, Assistant Fire Chief

From: **John Eaglen, Strategic Services Manager**

Date: **December 18, 2012**

Subject: **Consider and act upon authorization for the City Manager to execute Interlocal Cooperation Agreements by and between the City of Frisco and Denton County for the provision of Fire Protection Services and for the provision of Ambulance Services**

Action Requested: City Council consideration and approval to authorize the City Manager to execute Interlocal Cooperation Agreements ("ICA's") by and between the City of Frisco and Denton County for the provision of Fire Protection Services and Ambulance Services.

Background Information: The Frisco Fire Department has previously entered into ICA's with Denton County to provide Fire Protection Services and Ambulance Services to residents in unincorporated areas of Denton County that lie within the Department's jurisdiction. The ICA's are typically approved by both bodies on an annual basis and are effective from October 1 through September 30 of the following year. Denton County processes the agreements with local cities after the start of their Fiscal Year (after funding is available to encumber) so the agreements typically come to City Council for consideration each December.

Alternatives: City Council could consider the following alternatives:

- Authorize the City Manager to execute the ICA's;
- Input towards the discussion as desired;
- Deny authorization for the City Manager to execute the ICA's and send back to staff with direction.

Financial Considerations: Financial considerations include the following:

- ICA for Fire Protection Services – Upon execution of the Agreement the City will receive a lump-sum readiness payment of $10,000; additionally the City would be paid a fee of $475 per call for service (up from $450 per call in FY 12) in the designated unincorporated area specified in the Agreement. The Agreement also specifies a total of twenty-five (25) service calls during the term of the Agreement. The total payable to the City is $21,875; the FY 13 Agreement total increases $8,275 from FY 12 due to: (i) an increase in the fee paid per service call; and (ii) an increase in the anticipated call volume from eight (8) service calls in FY 12 to twenty-five (25) service calls in FY 13. The City will invoice Denton County for the per call fees.

- ICA for Ambulance Services – Upon execution of the Agreement, the City will receive formula-based readiness payments of $25,045.64 (up from $23,618.80 in FY 12) and $2,611.93 (up from $2,605.22 in FY 12). These fees are based on a per-capita population charge and a rural mileage charge, base figures of which are provided by the North Central Texas Council of Governments (NCTCOG). Additionally the City would be paid a fee of $240.81 per call for service in the designated unincorporated area specified in the Agreement. The total payable to the City is $28,380 (total payable stated in the Agreement is rounded to the nearest dollar); the FY 13 Agreement total increases $1,912 due an increase in the anticipated call volume from one (1) service call in FY 12 to three (3) service calls in FY 13. The City will invoice Denton County for the per call fees.

Legal Review: The ICA's were drafted by Denton County; both agreements have been reviewed by the City Attorney's Office and approved as to form.

Supporting Documents: Supporting Documents include the following items:

- Copy of the ICA with Denton County for Fire Protection Services;
- Copy of the ICA with Denton County for Ambulance Services.

Staff Recommendation: Staff recommends placement of this item on the December 18, 2012 City Council Meeting Agenda to consider and authorize the City Manager to execute Interlocal Cooperation Agreements by and between the City of Frisco and Denton County for the provision of Fire Protection Services and for the provision of Ambulance Services. Staff will be at the meeting to address the City Council's questions relating to this agenda item.

THE COUNTY OF DENTON §
§ CITY OF FRISCO
§ AMBULANCE SERVICES
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2012, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the City of Frisco, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY**".

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Frisco; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY;** and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY,** in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2012, and ending on September 30, 2013.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:

1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.

B. "Rural area" means any area within the boundaries of the **COUNTY,** but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.

C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY.**

D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Frisco in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in

the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY.**

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of $28,380.00 (rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .5085 per capita; said sum computes to $25,045.64.

2. A fixed sum of $240.8809 per ambulance transport for an estimated maximum amount of $ 722.64. Said sum is based upon 3 transport made by the **AGENCY** in fiscal year 2012.

3. A fixed sum based on 3.87 rural miles in the agreed operating territory; said sum computes to $2,611.93.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an "ambulance call" for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY.** It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY,** upon request by the **COUNTY**.

VII.

RESPONSIBILITY OF THE COUNTY

The **COUNTY,** to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, omissionsand negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.

APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

BY:_____
Mary Horn
Denton County Judge

AGENCY:

City of Frisco
P.O. Drawer 1100
Frisco, Texas 75034

BY:_____
Name _____
Title _____

Acting on behalf of and by
the authority of the Denton County
Commissioners Court of Denton, Texas

DATED: _____

ATTEST:

BY:_____
Denton County Clerk

Acting on behalf of and by the
authority of the City of Frisco

DATED: _____

ATTEST:

BY: _____
City Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

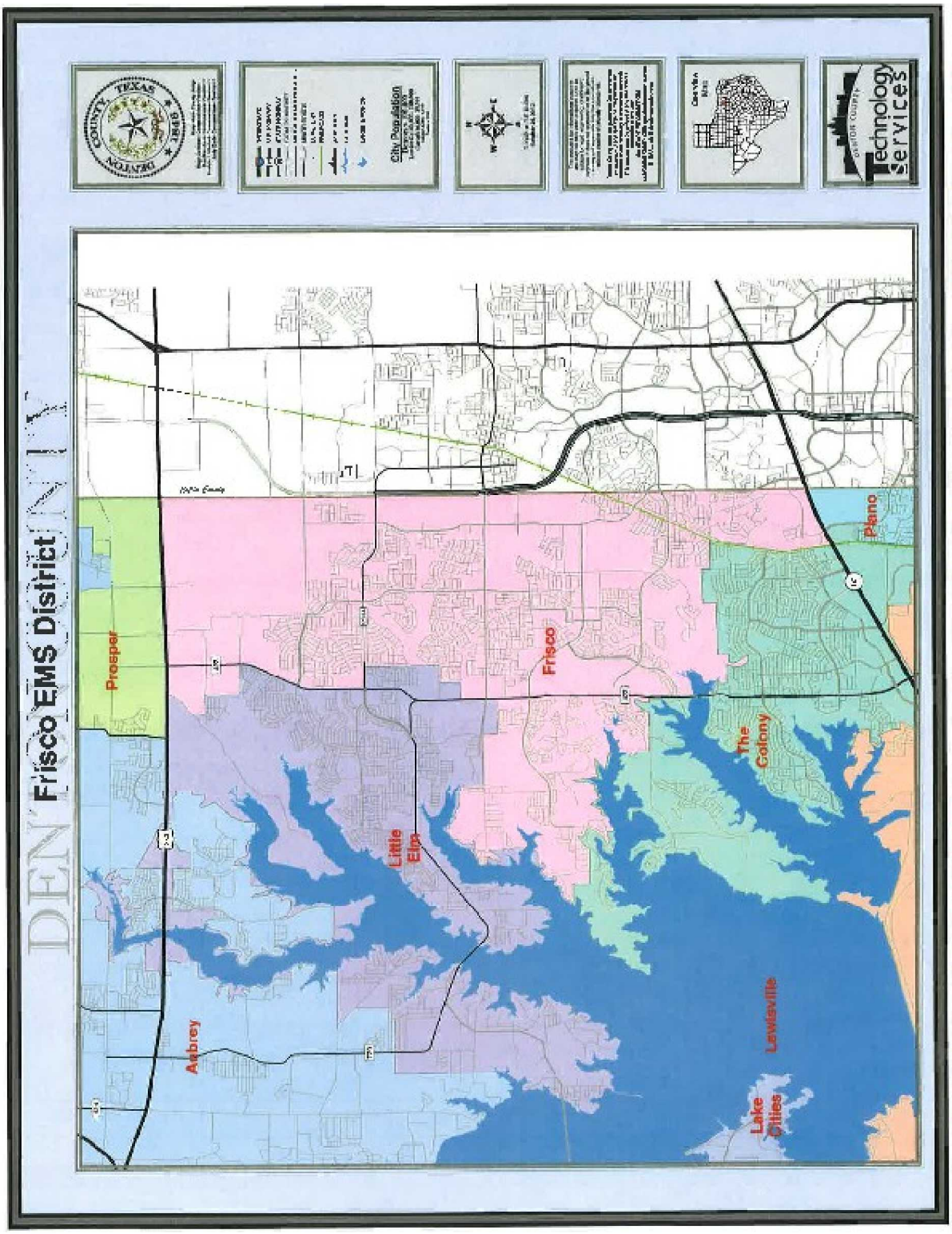
APPROVED AS TO FORM:

BY:_____
Assistant District Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Agreement.

_____
James Wells, Denton County Auditor


Frisco EMS District
Prosper
Frisco
Plano
The Colony
Little Elm
Aubrey
Lewisville
Lake Cities
Technology Services

THE COUNTY OF DENTON	§	
	§	**CITY OF FRISCO**
	§	**FIRE DEPARTMENT**
STATE OF TEXAS	§	

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2012, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY,**" and the City of Frisco Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **AGENCY".**

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Frisco; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2012, and ending September 30, 2013.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Frisco in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY,** as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.

B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as ***"Frisco"*** as set out in Exhibit "A".

C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).

D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.

E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 9060 Teasley Lane, Denton, Texas 76210-4010. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.

F. The **AGENCY,** in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY,** except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY's** equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.

PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.

COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **TEN THOUSAND AND NO/100THS DOLLARS ($10,000.00),** payable upon execution of this Agreement, and further agrees to pay the sum of **FOUR HUNDRED SEVENTY-FIVE AND NO DOLLARS ($475.00)** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2012, to September 30, 2013. The **COUNTY** anticipates the **AGENCY** to run approximately **25** fire calls for a total funding of **$11,875.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **$21,875.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY,** to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.

GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY,** nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.

LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.

SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.

SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

By _____
Mary Horn
Denton County Judge

Acting on behalf of and by the authority of Denton County Commissioners Court of Denton County, Texas

DATED: _____

ATTEST:

BY:_____
Denton County Clerk

AGENCY

City of Frisco
P.O. Drawer 1100
Frisco, Texas 75034

By _____
Name _____
Title _____

Acting on behalf of and by the authority of the City of Frisco

DATED: _____

ATTEST:

BY: _____
City Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

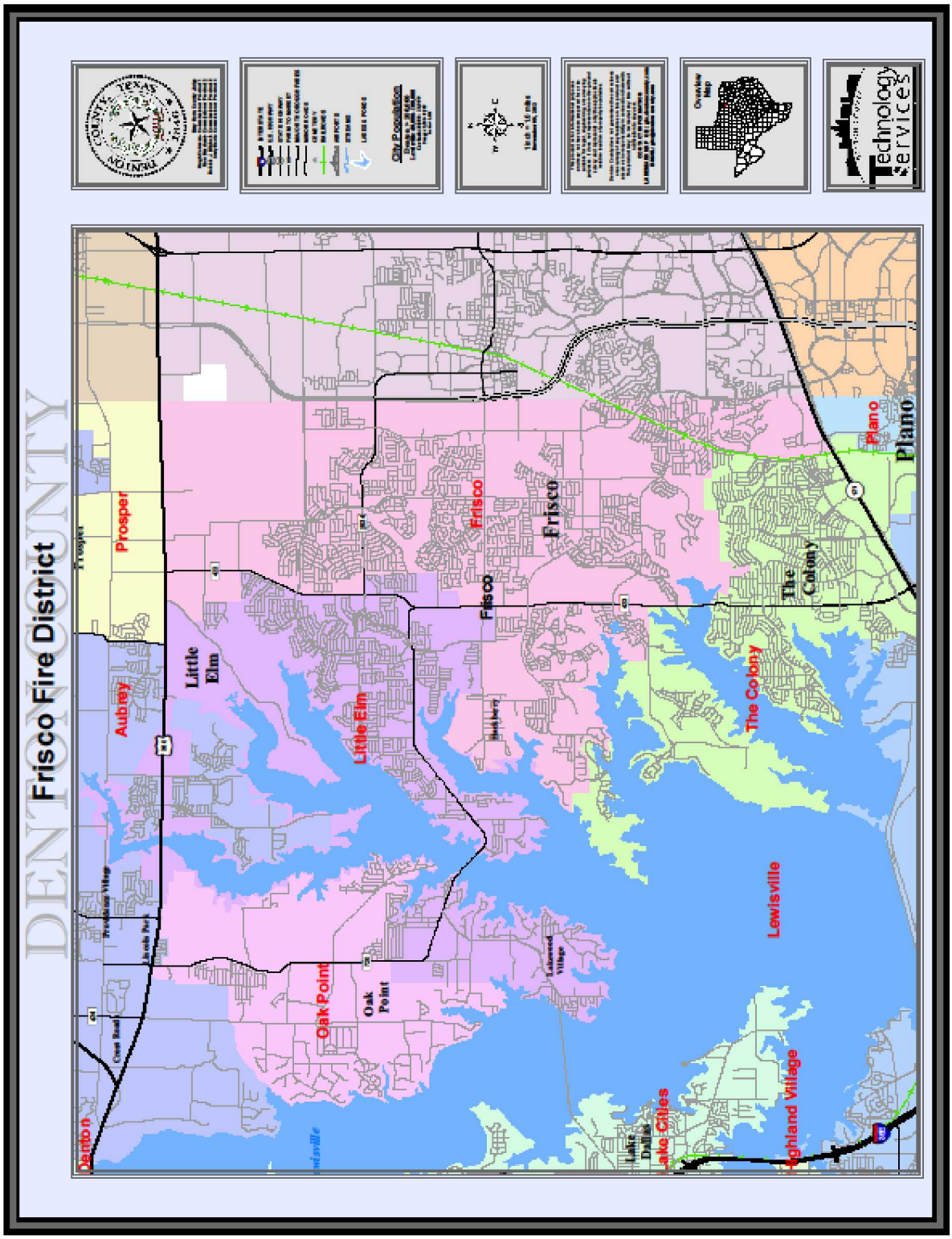
APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this Contract/Agreement.

_____
James Wells, Denton County Auditor


Frisco Fire District
DENTON COUNTY
Technology Services
Prosper
Aubrey
Little Elm
Frisco
Plano
The Colony
Oak Point
Lewisville
Lake Cities
Highland Village
Denton

AGENDA ITEM #31.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 6, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Metro Fire to Purchase Two (2) Bullard T4 Thermal Imagers and Accessories**

Action Requested: City Council approval of a purchase order to Metro Fire is to purchase two (2) Bullard T4 Thermal Imagers and accessories, in the amount of $29,446.

Background Information: Metro Fire is the sole source supplier for Bullard T4 Thermal Imagers and accessories for the City of Frisco, as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Purchase will allow for the addition of Thermal Imagers for replacement Truck 603 and replacement Quint 602.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated through General Obligation Bonds.

Legal Review: N/A

Supporting Documents: Department memo, quote and sole source letter from Bullard.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **November 19, 2012**

Subject: **Request for City Council consideration for the approval of a purchase order to Metro Fire Apparatus Specialists, Inc. for the purchase of Thermal Imagers and Accessories for replacement Truck 603 and replacement Quint 602**

Attached for your review is a purchase order request to Metro Fire Apparatus Specialists, Inc. ("Metro Fire") of Houston, Texas, in the amount of $29,446, for the purchase of Thermal Imagers and accessories for the replacement Truck 603 ("T603") and the replacement Quint 602 ("Q602"). Thermal Imagers are infrared ("IR") cameras that assist rescue personnel by extending human vision beyond the limitations of the unaided eye. Thermal imagers assist firefighters in a multitude of ways, one example being to detect the presence of excess heat or cold in a piece of machinery or a chemical reaction. Other examples include revealing objects that are normally obscured (as IR light can penetrate smoke and fog better than visible light) and assisting to detect a lost person in total darkness. Thermal imagers are part of the standard loose equipment package included on Frisco Fire Department Trucks and Quints.

Metro Fire is the only authorized sales and service distributor of the Bullard Fire Thermal Imagers for the State of Texas; a copy of the sole-source letter is included for your review. The cost for the Thermal Imagers and accessories totals $29,446 and is within the current budget estimate; staff recommends that the cost of this purchase be funded by the 2012 General Obligation Bonds allocated to the purchase of replacement apparatus (33536000-79400-05152).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@FriscoFire.com.



Number	56990-0
Quote Date	11/11/2012
Page	1

Corporate
10940 W. Sam Houston Pkwy N.
Suite 325
Houston, TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
1501 Heritage Pkwy
Suite 103
Mansfield, TX 76063
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan

South Houston, TX 77587
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: CITY OF FRISCO
FINANCE DIV - ACCOUNTS PAYABLE
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

Ship to: FRISCO FIRE DEPARTMENT
8601 GARY BURNS DRIVE
FRISCO, TX 75034

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
FRI002	TERRY STRANFORD	JONATHAN MERCER		

Entered By	FOB	Ship Via	Terms
JONATHAN MERCER	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
2	2	0	ea	BUL-PERSONALIZEDSTRAP	T3 PERSONALIZED STRAP 8 LETTERS ONE " T603" FOR YELLOW TWO "Q602" FOR BLUE	45.0000	90.00
1	1	0	EA	BUL-T4MAX-METALLIC BLUE	T4 THERMAL IMAGER CAMERA ELECTRONIC THERMAL THROTTLE 4.3" WIDESCREEN DISPLAY SUPER RED HOT, 2X/4X ZOOM STANDARD BLUE METALLIC BLUE	12500.0000	12500.00
1	1	0	EA	BUL-T4MAX-YELLOW	T4 THERMAL IMAGER CAMERA ELECTRONIC THERMAL THROTTLE 4.3" WIDESCREEN DISPLAY SUPER RED HOT, 2X/4X ZOOM YELLOW	12500.0000	12500.00
2	2	0	ea	BUL-POWERHOUSE	TRUCK MOUNTING BRACKET 12 VOLT DIRECT CHARGE SYSTEM T3, T4 IMAGERS CHARGER	589.0000	1178.00
2	2	0	ea	BUL-T3TRANSONLY2	T3 TRANSMITTER 2 CHANNEL WIRELESS REMOTE	1523.0000	3046.00
2	2	0	ea	BUL-T3RETRACT	T3 RETRACTABLE STRAP	66.0000	132.00

SubTotal	29,446.00
Total	29,446.00

QUOTE GOOD FOR 30 DAYS

Bullard®

Emergency Responder Division

Steve Barnett
Regional Sales Manager
1898 Safety Way, Cynthiana, KY 41031
Phone: (859) 234-6616, Ext. 803
Email: steve_barnett@bullard.com

March 22 ,2012

To whom it may concern:

This letter acknowledges that Metro Fire is exclusive to Bullard and is the only authorized sales and service distributor of the Bullard Fire Thermal Imagers for the state of Texas. They are highly competent in all aspects of thermal imager operation and are qualified to train fire personnel in the proper use of the Bullard Thermal Imager. The local sales office can be reached at (713) 692-0911. You may also contact me, Bullard Regional Sales Manager by dialing 713-384-3028

Respectfully,
Steve Barnett

Regional Sales Manager

Americas:
E.D. Bullard Company
1898 Safety Way
Cynthiana, KY 41031-9303
Toll free: 877-BULLARD (285-5273)
Tel: 859-234-6616 • Fax: 859-234-8987
www.bullard.com

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax : +49-2642 9999829
www.bullardextrem.com

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03 • Singapore 387383
Tel: +65-6745-0556 • Fax: +65-6745-5
www.bullard.com

AGENDA ITEM #32.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **December 6, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders to Motorola for the Purchase of Mobile Radio Systems and Accessories for Seven (7) New Fire Apparatus**

Action Requested: City Council approval of purchase orders to Motorola for the purchase of mobile radio systems and accessories for seven (7) new Fire apparatus, in the amount of $51,393.

Background Information: Purchase made through an interlocal agreement with Houston Galveston Area Council (HGAC). This purchase order will allow for the purchase of mobile radio systems and accessories for the replacement Truck 603, Quint 602, Medic 601, Medic 602, Medic 604, Command 601 and Command 603.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this Purchase Order, at this time.

Financial Considerations: Funding is available through General Obligation Bonds.

Legal Review: N/A

Supporting Documents: Department memos and HGAC quotes from Motorola.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration for the approval of a purchase order to Motorola, Inc. for the purchase of Mobile Radio Systems and accessories for replacement Chevy Tahoe Command Vehicles (C603 and C601)**

Attached for your review is a purchase order request to Motorola, Inc. ("Motorola") of Atlanta, Georgia, in the amount of $10,485.02, for the purchase of Mobile Radio Systems and accessories for the replacement of Fire Department Chevy Tahoe Command Vehicles (C603 and C601). The purchase order request to Motorola is to purchase one (1) Mobile Radio System per vehicle. The Motorola APX 7500 multi-band radio is a fourth-generation P25 mobile radio that delivers instant operability and includes integrated GPS for outdoor location tracking. Designed with mission critical technology, the radio amplifies the Frisco Fire Department's ability to efficiently and effectively respond to incidents. These radio systems are part of the standard loose equipment package included on Frisco Fire Department Command Vehicles.

The Mobile Radio Systems are to be purchased through the Houston-Galveston Area Council ("HGAC") Cooperative Purchasing Process, Contract No. RA-05-12; copies of the HGAC Contract Pricing Worksheets are attached for your review. The cost of the Mobile Radio Systems and accessories total $10,485.02. Staff recommends that the cost of this purchase order be funded by the Frisco Fire Department Operating Budget, Administration Division (13510000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **November 30, 2012**

Subject: **Request for City Council consideration for the approval of a purchase order to Motorola, Inc. for the purchase of Mobile Radio Systems and accessories for replacement Truck 603, replacement Quint 602, replacement Medic 601, replacement Medic 602 and replacement Medic 604**

Attached for your review is a purchase order request to Motorola, Inc. ("Motorola") of Atlanta, Georgia, in the amount of $40,908.08, for the purchase of Mobile Radio Systems and accessories for the replacement Truck 603 ("T603"), Quint 602 ("Q602"), Medic 601 ("M601"), Medic 602 ("M602") and Medic 604 ("M604"). The purchase order request to Motorola is to purchase two (2) Mobile Radio Systems for T603 and Q602 and six (6) Mobile Radio Systems for M601, M602 and M604 (on the Medics a Mobile Radio System is included in the cab and in the treatment area at the rear of the vehicle). The Motorola APX 7500 multi-band radio is a fourth generation P25 mobile radio that delivers instant operability and includes integrated GPS for outdoor location tracking. Designed with mission critical technology, the radio amplifies the Frisco Fire Department's ability to efficiently and effectively respond to incidents. These radio systems are part of the standard loose equipment package included on Frisco Fire Department Trucks, Quints and Medics.

The Mobile Radio Systems are to be purchased through the Houston-Galveston Area Council ("HGAC") Cooperative Purchasing Process, Contract No. RA-05-12; copies of the HGAC Contract Pricing Worksheets are attached for your review. The cost of the Mobile Radio Systems and accessories total $40,908.08 and is within the current budget estimate for T603, Q602, M601, M602 and M604. Staff recommends that the cost of this purchase order be funded by General Obligation Bonds allocated to the purchase of replacement Fire and EMS apparatus (33536000-79400-05152).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@FriscoFire.com.

C603

MOTOROLA SOLUTIONS

Quote Number: QU0000211344
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: C603
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$1,704.00
1a	1	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$135.00
1b	1	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$386.25
1c	1	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$324.00
1d	1	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	1	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$300.00
1f	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	1	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$450.00
1h	1	G67BK	ADD: REMOTE MOUNT MID POWER	$222.75	$222.75
1i	1	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$53.63
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$1,125.00
1k	1	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$32.25
1l	1	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$10.13
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$225.00
1n	1	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$75.00
1o	1	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$150.00
1p	1	W12DK	ADD: RF PREAMP	$49.50	$49.50
1q	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $5,242.51

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 0

Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	=	**Subtotal E:**	0

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:**

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy
THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
1	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$1,704.00
1	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 135.00
1	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 386.25
1	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 324.00
1	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
1	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 300.00
1	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
1	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 450.00
1	ADD: REMOTE MOUNT MID POWER	656	$ 297.00	$ 222.75	$ 222.75
1	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 53.63
1	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 1,125.00
1	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 32.25
1	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 10.13
1	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 225.00
1	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 75.00
1	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 150.00
1	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 49.50
1	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$5,242.51

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**
C. H-GAC Fee Calculation (From Current Fee Tables).	
D. Other Allowances And/Or Special Discounts.	
H-GAC Fee	included
Subtotal D:	$ -
Delivery Date:	**H. Total Purchase Price (A+B+C+D):** $5,242.51

C601

MOTOROLA SOLUTIONS

Quote Number: QU0000211349
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: C601
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$1,704.00
1a	1	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$135.00
1b	1	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$386.25
1c	1	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$324.00
1d	1	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	1	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$300.00
1f	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	1	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$450.00
1h	1	G67BK	ADD: REMOTE MOUNT MID POWER	$222.75	$222.75
1i	1	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$53.63
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$1,125.00
1k	1	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$32.25
1l	1	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$10.13
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$225.00
1n	1	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$75.00
1o	1	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$150.00
1p	1	W12DK	ADD: RF PREAMP	$49.50	$49.50
1q	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $5,242.51

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 0

Quantity Ordered:		X Subtotal of A + B + C + D:	0	=	= Subtotal E:	0

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:**

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy
THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
1	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$1,704.00
1	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 135.00
1	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 386.25
1	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 324.00
1	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
1	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 300.00
1	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
1	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 450.00
1	ADD: REMOTE MOUNT MID POWER	656	$ 297.00	$ 222.75	$ 222.75
1	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 53.63
1	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 1,125.00
1	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 32.25
1	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 10.13
1	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 225.00
1	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 75.00
1	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 150.00
1	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 49.50
1	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$5,242.51

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	
C. H-GAC Fee Calculation (From Current Fee Tables).		
D. Other Allowances And/Or Special Discounts.		
	H-GAC Fee	included
	Subtotal D:	$ -
Delivery Date:	**H. Total Purchase Price (A+B+C+D):**	$5,242.51

T603

MOTOROLA SOLUTIONS

Quote Number: QU0000211324
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: T603
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$1,704.00
1a	1	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$135.00
1b	1	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$386.25
1c	1	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$324.00
1d	1	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	1	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$300.00
1f	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	1	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$450.00
1h	1	G66AM	ADD: DASH MOUNT	$93.75	$93.75
1i	1	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$53.63
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$1,125.00
1k	1	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$32.25
1l	1	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$10.13
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$225.00
1n	1	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$75.00
1o	1	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$150.00
1p	1	W12DK	ADD: RF PREAMP	$49.50	$49.50
1q	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $5,113.51

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 0

Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	=	= **Subtotal E:**	0

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:**

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
1	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$1,704.00
1	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 135.00
1	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 386.25
1	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 324.00
1	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
1	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 300.00
1	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
1	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 450.00
1	ADD: DASH MOUNT	656	$ 125.00	$ 93.75	$ 93.75
1	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 53.63
1	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 1,125.00
1	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 32.25
1	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 10.13
1	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 225.00
1	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 75.00
1	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 150.00
1	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 49.50
1	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$5,113.51

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:

C. H-GAC Fee Calculation (From Current Fee Tables).

D. Other Allowances And/Or Special Discounts.

H-GAC Fee	included
Subtotal D:	$ -

Delivery Date:		**H. Total Purchase Price (A+B+C+D):**	$5,113.51

Q602

MOTOROLA SOLUTIONS

Quote Number: QU0000211331
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: Q602
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$1,704.00
1a	1	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$135.00
1b	1	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$386.25
1c	1	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$324.00
1d	1	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	1	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$300.00
1f	1	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	1	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$450.00
1h	1	G66AM	ADD: DASH MOUNT	$93.75	$93.75
1i	1	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$53.63
1j	1	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$1,125.00
1k	1	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$32.25
1l	1	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$10.13
1m	1	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$225.00
1n	1	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$75.00
1o	1	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$150.00
1p	1	W12DK	ADD: RF PREAMP	$49.50	$49.50
1q	1	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $5,113.51

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					0
Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	= **Subtotal E:**	0
F. H-GAC Fee Calculation (From Current Fee Tables)				**Subtotal F:**	

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
1	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$1,704.00
1	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 135.00
1	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 386.25
1	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 324.00
1	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
1	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 300.00
1	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
1	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 450.00
1	ADD: DASH MOUNT	656	$ 125.00	$ 93.75	$ 93.75
1	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 53.63
1	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 1,125.00
1	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 32.25
1	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 10.13
1	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 225.00
1	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 75.00
1	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 150.00
1	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 49.50
1	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$5,113.51

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:
C. H-GAC Fee Calculation (From Current Fee Tables).	
D. Other Allowances And/Or Special Discounts.	
H-GAC Fee	included
Subtotal D:	$ -
Delivery Date:	H. Total Purchase Price (A+B+C+D): $5,113.51

M601

MOTOROLA SOLUTIONS

Quote Number: QU0000211334
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: M601
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$3,408.00
1a	2	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$270.00
1b	2	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$772.50
1c	2	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$648.00
1d	2	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	2	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$600.00
1f	2	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	2	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$900.00
1h	2	G66AM	ADD: DASH MOUNT	$93.75	$187.50
1i	2	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$107.26
1j	2	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$2,250.00
1k	2	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$64.50
1l	2	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$20.26
1m	2	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$450.00
1n	2	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$150.00
1o	2	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$300.00
1p	2	W12DK	ADD: RF PREAMP	$49.50	$99.00
1q	2	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $10,227.02

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					0
Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	=	= **Subtotal E:** 0

F. H-GAC Fee Calculation (From Current Fee Tables)	**Subtotal F:**	

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com
Catalog / Price Sheet Name:	*Motorola Equipment*		
General Description of Product:	*Console Equipment*		

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
1	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$1,704.00
1	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 135.00
1	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 386.25
1	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 324.00
1	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
1	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 300.00
1	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
1	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 450.00
1	ADD: DASH MOUNT	656	$ 125.00	$ 93.75	$ 93.75
1	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 53.63
1	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 1,125.00
1	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 32.25
1	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 10.13
1	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 225.00
1	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 75.00
1	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 150.00
1	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 49.50
1	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$5,113.51

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:
C. H-GAC Fee Calculation (From Current Fee Tables).	
D. Other Allowances And/Or Special Discounts.	
H-GAC Fee	included
Subtotal D:	$ -
Delivery Date:	H. Total Purchase Price (A+B+C+D): $5,113.51

M602

MOTOROLA SOLUTIONS

Quote Number: QU0000211342
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: M602
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$3,408.00
1a	2	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$270.00
1b	2	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$772.50
1c	2	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$648.00
1d	2	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	2	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$600.00
1f	2	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	2	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$900.00
1h	2	G66AM	ADD: DASH MOUNT	$93.75	$187.50
1i	2	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$107.26
1j	2	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$2,250.00
1k	2	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$64.50
1l	2	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$20.26
1m	2	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$450.00
1n	2	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$150.00
1o	2	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$300.00
1p	2	W12DK	ADD: RF PREAMP	$49.50	$99.00
1q	2	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $10,227.02

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 0

Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	=	= **Subtotal E:**	0

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:**

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy
THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	bthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

Quan	Description	APC	List Price	Unit Pr	Total
2	APX7500 DUAL BAND MID POWER	656	$2,272.00	$1,704.00	$3,408.00
2	ADD: KEYPAD MIC GCAI	656	$180.00	$135.00	$ 270.00
2	ENH: ASTRO DIGITAL CAI OP APX	656	$ 515.00	$386.25	$ 772.50
2	ADD: APX O5 CONTROL HEAD	656	$ 432.00	$324.00	$ 648.00
2	ADD: CONTROL HEAD SOFTWARE	656	$ -	$ -	$ -
2	ADD: VHF MP SECONDARY BAND	656	$ 400.00	$ 300.00	$ 600.00
2	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
2	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 900.00
2	ADD: DASH MOUNT	656	$ 125.00	$ 93.75	$ 187.50
2	ADD: AUXILARY SPKR 13W (3.2OHM)	656	$ 71.50	$ 53.63	$ 107.26
2	ENH: SMARTZONE OPERATION APX	656	$ 1,500.00	$ 1,125.00	$ 2,250.00
2	ADD: ANT 3DB LOWPRO MCYC 762-870	656	$ 43.00	$ 32.25	$ 64.50
2	ADD:1/4 WAVE ROOF TOP ANT VHF	656	$ 13.50	$ 10.13	$ 20.26
2	ADD: P25 TRUNKING SOFTWARE	656	$ 300.00	$ 225.00	$ 450.00
2	ENH: OVER THE AIR PROVISIONING	656	$ 100.00	$ 75.00	$ 150.00
2	ADD: RS232 PACKET DATA INTERFACE	656	$ 200.00	$ 150.00	$ 300.00
2	ADD: RF PREAMP	656	$ 66.00	$ 49.50	$ 99.00
2	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	655	$ -	$ -	$ -
				Total From Other Sheets, If Any:	
				Subtotal A:	$10,227.02

B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:

C. H-GAC Fee Calculation (From Current Fee Tables).

D. Other Allowances And/Or Special Discounts.

H-GAC Fee	included
Subtotal D:	$ -

Delivery Date:		**H. Total Purchase Price (A+B+C+D):**	$10,227.02

M604

MOTOROLA SOLUTIONS

Quote Number: QU0000211337
Effective: 19 NOV 2012
Effective To: 18 JAN 2013

Bill-To:
FRISCO, CITY OF
6891 MAIN ST P O DRAWER 1100
FRISCO, TX 75034
United States

Attention:
Name: Barry Turner
Phone: 972-292-6142

Sales Contact:
Name: Bobby Thompson
Email: bthompson@dfwcomm.com
Phone: 469-236-3743

Request For Quote: M604
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	2	M30TSS9PW1AN	APX7500 DUAL BAND MID POWER	$1,704.00	$3,408.00
1a	2	W20CA	ADD: KEYPAD MIC GCAI	$135.00	$270.00
1b	2	G806BE	ENH: ASTRO DIGITAL CAI OP APX	$386.25	$772.50
1c	2	G442AJ	ADD: APX O5 CONTROL HEAD	$324.00	$648.00
1d	2	G444AE	ADD: CONTROL HEAD SOFTWARE	-	-
1e	2	GA00308AA	ADD: VHF MP SECONDARY BAND	$300.00	$600.00
1f	2	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	-	-
1g	2	GA00579AA	ADD: ENABLE DUAL BAND OPERATION	$450.00	$900.00
1h	2	G66AM	ADD: DASH MOUNT	$93.75	$187.50
1i	2	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	$53.63	$107.26
1j	2	G51AT	ENH: SMARTZONE OPERATION APX	$1,125.00	$2,250.00
1k	2	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	$32.25	$64.50
1l	2	G300AE	ADD:1/4 WAVE ROOF TOP ANT VHF	$10.13	$20.26
1m	2	G361AH	ADD: P25 TRUNKING SOFTWARE	$225.00	$450.00
1n	2	G996AS	ENH: OVER THE AIR PROVISIONING	$75.00	$150.00
1o	2	W947AT	ADD: RS232 PACKET DATA INTERFACE	$150.00	$300.00
1p	2	W12DK	ADD: RF PREAMP	$49.50	$99.00
1q	2	QA01749AB	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	-	-

Total Quote in USD $10,227.02

PO Issued to Motorola Solutions Inc. must:
>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number
>Be issued in the Legal Entity's Name

	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:		Date Prepared:	

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:		Contractor:	
Contact Person:		Prepared By:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Product Code:		Description:	

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	#DIV/0!

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 0

Quantity Ordered:		X **Subtotal of A + B + C + D:**	0	=	**Subtotal E:**	0

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:**

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:		**H. Total Purchase Price (E+F+G):**	0

HGACBuy THE SMART PURCHASING SOLUTION

CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	HGAC RA-05-12	Date Prepared:	11/29/2012

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Buying Agency:	FRISCO, CITY OF	Contractor:	Motorola, Inc.
Contact Person:	Barry Turner	Prepared By:	Bobby Thompson
Phone:	972-292-6142	Phone:	469-236-3743
Fax:	972-292-6076	Fax:	972-445-0915
Email:	bturner@friscotexas.gov	Email:	blthompson@dfwcomm.com

Catalog / Price Sheet Name:	*Motorola Equipment*
General Description of Product:	*Console Equipment*

A. Catalog / Price Sheet Items being purchased. (Additional sheets attached if necessary.)

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2	ADD: 7/800MHZ PRIMARY BAND	656	$ -	$ -	$ -
2	ADD: ENABLE DUAL BAND OPERATION	656	$ 600.00	$ 450.00	$ 900.00
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B. Unpublished Option, Accessory or Service items. (Additional sheet(s) attached if necessary.)
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Quan	Description			Unit Pr	Total
					$ -
					$ -
				Total From Other Sheets, If Any:	
				Subtotal B:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:

C. H-GAC Fee Calculation (From Current Fee Tables).

D. Other Allowances And/Or Special Discounts.

H-GAC Fee	included
Subtotal D:	$ -

Delivery Date:		**H. Total Purchase Price (A+B+C+D):**	$10,227.02

AGENDA ITEM #33.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5. 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders to Caldwell Country Chevrolet for the Purchase of Four (4) Tahoe Police Pursuit Vehicles and One (1) Silverado 3500 HD Pickup.**

Action Requested: City Council approval of purchase orders to Caldwell Country Chevrolet for the purchase of four (4) Tahoe Police pursuit vehicles and one (1) Silverado 3500 HD pickup, in the total amount of $130,687.

Background Information: Purchase made through an interlocal agreement with Buyboard Cooperative Purchasing. This purchase will provide for four (4) Tahoe Police pursuit vehicles and one (1) Silverado 3500 HD pickup to be used by the Frisco Fire Department in daily operations. Two (2) of the Tahoes are replacement units and two (2) are for new personnel. The Silverado 3500 HD is a new unit for the Fire Fleet Division, which also has a new position in the FY2013 budget.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through FY 2013 Fire operating budget.

Legal Review: N/A

Supporting Documents: Department memos and Buyboard quotes from Caldwell Country.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of a purchase order to Caldwell Country Chevrolet for the purchase of a 2013 Chevrolet Tahoe Police Pursuit Vehicle, replacement Command 603 (C603)**

Attached for your review is a request for a purchase order to Caldwell Country Chevrolet of Caldwell, Texas, in the amount of $26,985, for the purchase of one (1) replacement Chevrolet Tahoe Police Pursuit Vehicle and associated options for the Frisco Fire Department. This vehicle will be a replacement vehicle for the current Command 603 (C603) assigned to Fire Administration.

C603 is assigned to the Assistant Chief over Fire Operations, and the vehicle carries a loose equipment package that includes a Mobile Data Computer, Self-Contained Breathing Apparatus ("SCBA"), radio, camera, command accountability system and protective gear; at times the vehicle carries additional personnel. The vehicle is utilized to respond to emergency situations and may function as a command post at emergencies. The Chevrolet Tahoe Police Pursuit Vehicle model is designed specifically for emergency response activities. The existing C603 is nine (9) years old and currently has over 60,000 miles and is becoming increasingly more expensive to repair and maintain in a front-line service capacity. The vehicle will make a suitable reserve or utility vehicle for use by the Department for a period of time and then be recommended for auction. The loose equipment package for the vehicle will be purchased separately and in conjunction with the City of Frisco purchasing policies.

The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. Contract pricing for this vehicle was obtained through the Buy Board Cooperative Purchasing Program. The price for this vehicle (including the published options) totals $26,985, and includes all fees associated with a Buy Board purchase. A copy of the Buy Board Contract Pricing Worksheet is attached for your review. Staff recommends that the cost of this purchase order be funded from the Frisco Fire Department FY 2013 Operating Budget, Administration Division (13510000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

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Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of a purchase order to Caldwell Country Chevrolet for the purchase of a 2013 Chevrolet Tahoe Police Pursuit Vehicle to serve as Command 601 (C601)**

Attached for your review is a request for purchase order to Caldwell Country Chevrolet of Caldwell, Texas, in the amount of $26,985, for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle and associated options for the Frisco Fire Department. This vehicle will be a new vehicle and will serve as Command 601 (C601) assigned to Fire Administration.

C601 is to be assigned to the Fire Chief; in order to have the vehicle ready for this year the vehicle needs to be ordered at this time. The vehicle is proposed to carry a loose equipment package that includes a Mobile Data Computer, Self-Contained Breathing Apparatus ("SCBA"), radio, camera, command accountability system and protective gear; at times the vehicle is anticipated to carry additional personnel. The vehicle will be utilized to respond to emergency situations and may function as a command post at emergencies. The Chevrolet Tahoe Police Pursuit Vehicle model is designed specifically for emergency response activities. The loose equipment package for the vehicle will be purchased separately and in conjunction with the City of Frisco purchasing policies.

The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. Contract pricing for this vehicle was obtained through the Buy Board Cooperative Purchasing Program. The price for this vehicle (including the published options) totals $26,985 and includes all fees associated with a Buy Board purchase. A copy of the Buy Board Contract Pricing Worksheet is attached for your review. Staff recommends that the cost of this purchase order be funded from the Frisco Fire Department FY 2013 Operating Budget, Administration Division (13510000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

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Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of a purchase order to Caldwell Country Chevrolet for the purchase of a 2013 Chevrolet 3500HD Silverado Regular Cab Pickup**

Attached for your review is a request for purchase order to Caldwell Country Chevrolet of Caldwell, Texas, in the amount of $22,747, for the purchase of one (1) 2013 Chevrolet 3500HD Silverado Regular Cab Pickup and associated options for the Frisco Fire Department. This vehicle will be a new Fleet Services Division Service Truck.

The Service Truck will be assigned to the Fleet Services Manager and will be additionally be utilized by the two (2) Emergency Vehicle Technicians to perform vehicle service and repair at Frisco Fire Stations and potentially other remote locations. The loose equipment package proposed for the vehicle includes Mobile Data Computer, radio, emergency warning equipment, flashlights, a hydraulic lift gate and service body (for storing tools and equipment); the loose equipment package will be purchased separately and in conjunction with the City of Frisco purchasing policies.

The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. Contract pricing for this vehicle was obtained through the Buy Board Cooperative Purchasing Program. The price for this vehicle (including the published options) totals $22,747 and includes all fees associated with a Buy Board purchase. A copy of the Buy Board Contract Pricing Worksheet is attached for your review. Staff recommends that the cost of this purchase order be funded from the Frisco Fire Department FY 2013 Operating Budget, Fleet Services Division (13590000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Paul Siebert, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of a purchase order to Caldwell Country Chevrolet for the purchase of a 2013 Chevrolet Tahoe Police Pursuit Vehicle, replacement for Utility 719 (U719)**

Attached for your review is a request for a purchase order to Caldwell Country Chevrolet of Caldwell, Texas, in the amount of $26,985, for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle and associated options for the Frisco Fire Department. This vehicle will be a replacement for the current Utility 719 (U719) assigned to the Fire Marshal's Office.

The replacement U719 is proposed to be assigned to staff in the Fire Marshal's Office and anticipated to carry a loose equipment package that includes a Mobile Data Computer, radio, emergency warning equipment and flashlights. The existing U719 is a Ford F-150XL Pickup and is currently eleven (11) years old and has over 95,000 miles. The vehicle is increasingly becoming more expensive to repair and maintain in a front-line service capacity. The vehicle will make a suitable reserve for use by the Department for a period of time and then be recommended for auction. The loose equipment package for the vehicle will be purchased separately and in conjunction with the City of Frisco purchasing policies.

The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. Contract pricing for this vehicle was obtained through the Buy Board Cooperative Purchasing Program. The price for this vehicle (including the published options) totals $26,985 and includes all fees associated with a Buy Board purchase. A copy of the Buy Board Contract Pricing Worksheet is attached for your review. The recommendation for including the Police Pursuit Package on this vehicle purchase is based upon this vehicle being the lowest cost alternative that is currently available for purchase. Staff recommends that the cost of this purchase order be funded from the Frisco Fire Department FY 2013 Operating Budget, Fire Operations Division (13536000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6340 or via email at PSeibert@FriscoFire.com.

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CITY OF FRISCO

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Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Paul Siebert, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of a purchase order to Caldwell Country Chevrolet for the purchase of a 2013 Chevrolet Tahoe Police Pursuit Vehicle**

Attached for your review is a request for a purchase order to Caldwell Country Chevrolet of Caldwell, Texas, in the amount of $26,985, for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle and associated options for the Frisco Fire Department. This vehicle will be assigned to staff in the Fire Prevention Division.

The proposed vehicle is to be assigned to a new Fire Inspector position and anticipated to carry a loose equipment package that includes a Mobile Data Computer and flashlights. The loose equipment package for the vehicle will be purchased separately and in conjunction with the City of Frisco purchasing policies. The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. Contract pricing for this vehicle was obtained through the Buy Board Cooperative Purchasing Program. The price for this vehicle (including the published options) totals $26,985 and includes all fees associated with a Buy Board purchase. A copy of the Buy Board Contract Pricing Worksheet is attached for your review. The recommendation for including the Police Pursuit Package on this vehicle purchase is based upon this vehicle being the lowest cost alternative that is currently available for purchase. Staff recommends that the cost of this purchase order be funded from the Frisco Fire Department FY 2013 Operating Budget, Fire Prevention Division (13535000-79450).

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6340 or via email at PSeibert@FriscoFire.com.

QUOTE# 002 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: BARRY DIXON	CALDWELL COUNTRY
Email: BDIXON@FRISCOFIRE.COM	Prepared By: Averyt Knapp
Phone #: 214-783-0251	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 29, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$26,585

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	PPV, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, FLASHER SYSTEM OEM HEADLAMP/TAILLAMP 6J7, WIRING-GRILLE LAMP AND SIREN SPEAKER, WIRING-HORN & SIREN CIRCUIT, CARPET FLOOR W/MATS, REMOTE VEHICLE STARTER, FULL CLOTH BUCKETS-CONSOLE DELETE/VINYL REAR BENCH, REMOTE START	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

	INCL

Subtotal D	
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$26,585
Quantity Ordered X	1
Subtotal E	$26,585
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$26,985

Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 002 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: BARRY DIXON	CALDWELL COUNTRY
Email: BDIXON@FRISCOFIRE.COM	Prepared By: Averyt Knapp
Phone #: 214-783-0251	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 29, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$26,585

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	PPV, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, FLASHER SYSTEM OEM HEADLAMP/TAILLAMP 6J7, WIRING-GRILLE LAMP AND SIREN SPEAKER, WIRING-HORN & SIREN CIRCUIT, CARPET FLOOR W/MATS, REMOTE VEHICLE STARTER, FULL CLOTH BUCKETS-CONSOLE DELETE/VINYL REAR BENCH, REMOTE START	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

	INCL

Subtotal D	
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$26,585
Quantity Ordered X	1
Subtotal E	$26,585
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$26,985

Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 001 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: BARRY DIXON	CALDWELL COUNTRY
Email: BDIXON@FRISCOFIRE.COM	Prepared By: Averyt Knapp
Phone #: 214-783-0251	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 29, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET 3500HD SILVERADO REG CAB CHASSIS CC31403	

A Base Price & Options:	$23,347

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	4X2, 84" CA, 6.0L-V8 GAS, 6-SPD HD AUTOMATIC, 3.73 LOCKINIG REAR AXLE DIFFERENTIAL, 40-20-40 VINYL, FULL RUBBER FLOOR, TILT, CRUISE, DUAL BATTERIES-600CCA, LT235/80R17E (6), AMFM-CD MP3, 160 AMP ALTERNATOR, FUEL FILL KIT FOR SERVICE BODY APPLICATIONS, PROVISION FOR ROOF MOUNTED LAMP/BEACON, DOOR LOCKS, POWER WINDOWS, POWER TRAILER TOW MIRRORS, CHROME BUMPER, CHROME GRILLE, CHROME CENTER CAPS	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$22,347
Quantity Ordered X	1
Subtotal E	$22,347
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$22,747

Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 002 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: BARRY DIXON	CALDWELL COUNTRY
Email: BDIXON@FRISCOFIRE.COM	Prepared By: Averyt Knapp
Phone #: 214-783-0251	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 29, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$26,585

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	PPV, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, FLASHER SYSTEM OEM HEADLAMP/TAILLAMP 6J7, WIRING-GRILLE LAMP AND SIREN SPEAKER, WIRING-HORN & SIREN CIRCUIT, CARPET FLOOR W/MATS, REMOTE VEHICLE STARTER, FULL CLOTH BUCKETS-CONSOLE DELETE/VINYL REAR BENCH, REMOTE START	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

	INCL

Subtotal D	
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$26,585
Quantity Ordered X	1
Subtotal E	$26,585
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$26,985

Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 002 CONTRACT PRICING WORKSHEET

End User: CITY OF FRISCO	Contractor: CALDWELL COUNTRY
Contact Name: BARRY DIXON	CALDWELL COUNTRY
Email: BDIXON@FRISCOFIRE.COM	Prepared By: Averyt Knapp
Phone #: 214-783-0251	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 800-299-7283 or 979-567-6116
Location City & State: FRISCO, TX	Fax #: 979-567-0853
Date Prepared: NOVEMBER 29, 2012	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #358-10	Tax ID # 14-1856872
Product Description: 2013 CHEVROLET TAHOE PPV CC10706	

A Base Price & Options:	$26,585

B Fleet Quote Option

Code	Description	Cost	Code	Description	Cost
	PPV, LOCKING REAR AXLE DIFFERENTIAL, DUAL BATTERIES, FLASHER SYSTEM OEM HEADLAMP/TAILLAMP 6J7, WIRING-GRILLE LAMP AND SIREN SPEAKER, WIRING-HORN & SIREN CIRCUIT, CARPET FLOOR W/MATS, REMOTE VEHICLE STARTER, FULL CLOTH BUCKETS-CONSOLE DELETE/VINYL REAR BENCH, REMOTE START	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL,TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

	INCL

Subtotal D	
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$26,585
Quantity Ordered X	1
Subtotal E	$26,585
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$26,985

Estimated Delivery Date:	60-90 DAYS APPX

AGENDA ITEM #34.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5, 2012**

Subject: **Consider and Act Upon Award of RFP 1208-075, Frisco Fire Safety Town Interactive Safety Videos Project to Rusty Spur Productions and Approval Authorizing the City Manager to Execute an Agreement for these Services**

Action Requested: City Council award of RFP 1208-075, Frisco Fire Safety Town Interactive Safety Videos Project to Rusty Spur Productions and approval authorizing the City Manager to execute an agreement for these services, in the amount of $52,000.

Background Information: Frisco Purchasing staff solicited RFP#1208-075, Frisco Fire Safety Town Interactive Safety Videos Project. Proposals were received on 9/25/2012 from Created by Agent, LLC, Guy Hernandez Productions, Rusty Spur Productions, Squires & Company and Your Speakeasy, LLC. A committee of staff reviewed the proposals according to the evaluation criteria listed in the RFP and recommends Rusty Spur Productions and the vendor submitting the best proposal to perform these services. The Project scope includes the development of interactive safety videos for the Frisco Fire Safety Town, developed to target specific age groups.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award this RFP at this time.

Financial Considerations: Funding is available through a Federal Emergency Management Agency (FEMA) Fire Prevention and Safety ("FP&S") Grant awarded to the City of Frisco.

Legal Review: Courtney Kuykendall of Abernathy, Roeder, Boyd & Joplin has reviewed the agreements and approved as to form.

Supporting Documents: Department memo, vendor signed agreement and RFP response listing.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Cameron Kraemer, Division Chief**

Date: **December 5, 2012**

Subject: **Request for City Council consideration of an award of proposal and authorization for the City Manager to execute an agreement with Rusty Spur Productions for the Frisco Fire Safety Town Interactive Safety Videos Project**

Attached for your review is a request for City Council consideration of the award of City of Frisco Request for Competitive Sealed Proposal No. 1208-075 to Rusty Spur Productions ("Rusty Spur") of Colleyville, Texas in the amount of $52,000, and authorization for the City Manager to execute an agreement with Rusty Spur for the completion of the Frisco Fire Safety Town Interactive Safety Videos Project (the "Project"). City Council approved Resolution No. 12-05-100R at their May 15, 2012 Meeting to authorize the City Manager to submit an Federal Emergency Management Agency (FEMA) Fire Prevention and Safety ("FP&S") Grant Application to the United States Department of Homeland Security for the purpose of completing the Project; City Council also authorized the City Manager to accept a Grant Award Notice for the Project at their August 6, 2012 meeting in the amount of $52,000.

On September 12, 2012 the City opened five (5) bids with four (4) bids received being deemed responsive to the City's Request for Competitive Sealed Proposals. City staff evaluated the proposals in order to determine the best value for the City and recommends awarding the contract to Rusty Spur. All proposals received were to complete the Project for $52,000.

The Project scope includes the development of interactive safety videos for the Frisco Fire Safety Town – CORE Construction / Famers Insurance Theatre. Each video developed will target a specific age group. The Project is anticipated to start upon the execution of the agreement and will be completed by June 1, 2013. The total grant award is $52,000 and the FP&S Grant requires a 20% local cash matching requirement; the City's local match would be $10,400 staff recommends that funding for the local match requirements come from the FY 2013 Fire Department Operating Budget.

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6314 or via email at CKraemer@FriscoFire.com.

AGREEMENT FOR FRISCO FIRE SAFETY TOWN INTERACTIVE SAFETY VIDEOS

This Agreement (the "Agreement") is made and entered into this the ____ day of _____, 2012 by the **City of Frisco, Texas** (hereinafter called the "City"), a Texas Home Rule Municipal Corporation, and **Rusty Spur Productions**, a Texas _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City sought competitive sealed proposals from vendors to provide services necessary for the Frisco Fire Safety Town Interactive Safety Videos Project (the "Project") under City Request for Competitive Sealed Proposal No. 1208-075 (the "Bid Request"); and

WHEREAS, the City issued an Addendum #1, dated September 12, 2012, to the Bid Request; and

WHEREAS, Contractor has submitted a proposal to provide the services for the Project in response to the City's request (the "Proposal"); and

WHEREAS, the City has selected Contractor to provide the services sought in the Bid Request, and Contractor desires to provide the services described herein to the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **Scope of Services**. The Contractor shall complete the Project upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to complete the Project.

2. **Term**. Performance of the Project shall commence upon the execution of this Agreement and shall end no later than May 31, 2013, at which time the Project shall be completed and all obligations listed hereunder are fulfilled.

3. **Contract Price**. In exchange for those services described in the Agreement Documents, the City agrees to pay Fifty-Two Thousand and 00/100 Dollars ($52,000.00). The Contractor shall invoice the City for the full amount after the Project is complete and has been accepted in writing by the City. The City shall under no circumstances accept the Project until the Project is complete. Within thirty (30) days of City's written acceptance of the Project, City will complete payment to the Contractor for work on the Project.

4. **Agreement Documents**. The "Agreement Documents" as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

   A. This Agreement; and

B. Addendum #1 to the Bid Request, attached hereto as **Exhibit "A"** and incorporated herein for all purposes; and

C. The Bid Request, attached hereto as **Exhibit "B"** and incorporated herein in its entirety by reference for all purposes; and

D. The Proposal, attached hereto as **Exhibit "C"** and incorporated herein in its entirety by reference for all purposes.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that the **Exhibit "A"**, **Exhibit "B"** and **Exhibit "C"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provision of **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, shall prevail in that order.

5. **Entire Agreement**. The Agreement Documents contain the entire Agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. **Insurance**. The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the City, including the following:

A. Name the City, its directors, officers, managers, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

B. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.

C. Provide for a waiver of subrogation against the City for injuries (including death), property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

D. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating services.

E. For Public Works and Construction, General Liability Insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (if high risk or dangerous activities) Umbrella Coverage or Excess Liability

Coverage of $2 Million Dollars and Statutory Workers Compensation Insurance as required by law.

At the time of execution of this Agreement, Contractor shall present the City with a copy of their Certificate of Insurance, which shall name City as an additional insured party.

7. **Debarment and Suspension**. As required by Federal Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for participants in primary covered transactions, as defined at 28 CFR Part 67.510 (Federal Certification), the City will not do business with an entity or the principal(s) of an entity that is listed as debarred, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal Court, or voluntarily excluded from covered transactions by any Federal department or agency.

Contractor agrees to provide a list of subcontractors and the following information to the City before commencing work on the Project:

A. Name of subcontractor company;

B. Address of subcontractor company;

C. Tax Identification Number of subcontractor company;

D. Name of Principal(s) of subcontractor company; and

E. Address of subcontractor Principal(s).

8. **Compliance with Federal Funding Accountability and Transparency Act of 2006 (FFATA)**. To comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) and subsequent 2008 amendments, the Contractor agrees to abide by the following requirements:

A. Provide the following information to the City prior to commencing work on the Project:

i. Central Contractor Registration Number;
ii. Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) Number;
iii. Address of business;
iv. United States Congressional District of address of business.

B. Maintain registration with the Central Contractor Registration (http://www.sam.gov) at all times during the Contract Period;

C. Report executive compensation information for the five (5) most highly compensated executives in the preceding year to the City, if all of the following criteria are met:

i. The entity received eighty percent (80%) or more of its annual gross revenues in federal awards;
ii. Entity revenues are greater than Twenty-Five Million and 00/100 Dollars ($25,000,000) on an annual basis;
iii. The public does not have access to compensation of the executives through periodic reports filed under 13(a) or 14(d) of the Securities and Exchange Act of 1934 (15 USC 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986).

9. **Warranty**. Contractor warrants and covenants to the City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under this Agreement shall be free of defects and produced and performed in a skillfull and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Request.

10. **Protection Against Accident to Employees and the Public**. Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to **Paragraph 11 Compliance with Applicable Laws set forth Herein and Paragraph 13 Indemnification.**

11. **Compliance with Applicable Laws Set Forth Herein**. Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the Contractor or the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

12. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

13. **Indemnity**. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF FRISCO, TEXAS AND ITS DIRECTORS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH), LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT

LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENTAL AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEES EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE FOR A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSIDERED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. **Venue**. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

15. **Binding Effect**. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

16. **Ordinances**. Except as specifically provided in the Agreement Documents, the parties agree that the Contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

18. **Assignment**. This Agreement may not be assigned without the written agreement of both parties.

19. **Sovereign Immunity**. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

20. **Notice**. Any notice provided and permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return-receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any other courier service that provides a return receipt showing the date of actual delivery to same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addressees of the parties shall be as follows:

If to Contractor, to: **Rusty Spur Productions**
Attention: Mr. David Carter, CEO
3403 Crossgate Circle S.
Colleyville, Texas 76034

If to City, to: **City of Frisco, Texas**
Attention: City Manager
6101 Frisco Square Boulevard
Frisco, Texas 75034

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

22. **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

23. **Force Majeure**. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

24. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

25. **Termination; Default and Remedies**. The City may terminate this Agreement at any time. If any party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-defaulting party may terminate this Agreement and may seek reasonable remedy provided by law.

26. **Independent Contractor.** Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

27. **Appropriation of Funds.** Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2012-2011 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to

continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2012-2013 fiscal year unless and until such funds are budgeted.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the _____ day of _____, 2012.

CITY OF FRISCO, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
Name: George Purefoy
Title: City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin P.C.
Courtney Kuykendall, City Attorney

CONTRACTOR:
a Texas DBA

By: _____
Print Name: David Carter
Title: CEO

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR **THE CITY OF FRISCO, TEXAS** AND HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID B. CARTER, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR **RUSTY SPUR PRODUCTIONS** AND HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 05 day of Dec, 2012.

F. NASSERI
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My Commission Expires: 08-12-15

FARZANEH NASSERI
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-12-15

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

September 12, 2012

Addendum #1

RFP# 1208-075

RFP for Safety Town Interactive Safety Videos Project

Questions/Answers, & Clarification of Award Evaluation Criteria:

Questions & Answers:

Q: Does the City of Frisco have actual sets that can be set on fire, possibly that are currently being used by the Fire Department for training purposes? Or do we need to budget for building sets for the different scenarios?
A: We do not currently have sets that can be set on fire. Sets would need to be included as part of the project.
Q: The house we are using for the 911 mock call, is it in decent shape? Is it possible for us to see it or do you have photos of it? Thinking we might be able to use it for other scenarios which would involve starting a fire, but will cut down on the overall cost.
A: I believe the "house" being referred to is our Safety House (which is part of Safety Town). We can use these areas (kitchen, bedroom, bathroom) if needed for any shots 'before' the fire. This area is not available to be used for starting a fire.
Q: Can you provide some detail or example of how you want the video concepts outlines in the proposal? In other words, how much detail do you want for the video outline, and will you need one of each of the four videos?
A: If by outline, you mean a written outline of what will happen in the video, we would want a significant amount of detail to have a full understanding of what the final product will be. Yes, we would need one for each video. If you mean a script, that is not required as part of the RFP response.
Q: How will video concepts be kept proprietary to individual companies?
A: Copyrights/end product will be ours.
Q: Regarding insurance requirements, can the insurance cover any employee or contractor of the bidding company, or do specific names need to be listed? If specific names need to be listed, would it be appropriate to list more crew than what we anticipate needing, in the event we decide to bring them on for part of a shoot?
A: We require insurance from the vendor we contract with, not the subcontractors the vendor contracts with. The city's insurance requirements are on pages 10 and 11 of the RFP. General Liability of $1 million per occurrence, $2 million aggregate. Workers' compensation of $100,000

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

for each accident, $100,000 Disease each employee, $100,000 Disease policy limit. A waiver of subrogation is required for workers' compensation. The city needs to be listed as additional insured, and the certificate holder. A 30 day written notice of cancellation to the city is required.

Q: Will the videos need any coding?

A: If this question refers to video server codes the videos would need to be coded such that they will playback on our current video server technology.

Q: Does the city have video consent/release form available or should those be provided by the production company?

A: The production company will need to provide these.

Q: Is DVD an acceptable format for delivery of final product?

A: Yes, DVD is acceptable.

Q: Will the city need to sign off on any scripting or will that be left to the supervision of the producer?

A: The city will need to review and approve script ahead of time.

Q: Will closed captioning need to be provided for the videos and if so, is it to be funded by the city as part of the grant?

A: It would be nice to have closed captioning but it is not required. It if is included it would need to be part of the overall cost of the project.

Q: How can we utilize dispatch for the 911 mock call?

A: The city will schedule it with the Dispatch Supervisor.

Q: Will Sales Tax be charged to the city?

A: The city is tax exempt. The city will provide the awarded vendor with their tax exempt certificate.

Q: What are the typical payment terms for the city? Is there a payment structure?

A: The city's payment terms are Net 30 days. There is no payment structure.

Q: When does the City of Frisco wish to begin production?

A: Production will begin after City Council approval and a fully executed contract is in place. The earliest date for production to begin is projected for October 31, 2012 at this point in time.

Q: What is the deadline for the finished product?

A: May 31, 2013.

Q: What will the city's involvement be in producing the videos? What can be provided in regards to trucks, firemen, facilities, etc?

A: The City (Safety Town Staff) will collaborate with the production company to refine the story to insure the target safety message will be produced. The City can provide apparatus, bunker gear, tolls and use of necessary fire department facilities to achieve certain scenes necessary to show Frisco Fire personnel responding to emergencies as part of the storyline. Frisco Fire personnel may be used as necessary for actions such as driving apparatus and performing emergency response related actions

Award Evaluation Clarification:

Price was not listed in the Award Evaluation criteria. However, it is the city's intent to spend all of the $52,000 (not to exceed) of the Grant Money for this project. The Best Value for the $52,000 will be an additional criteria for award evaluation. It will be ranked number II in the Evaluation Criteria listed on page 27. All other Evaluation Criteria will drop down one number in order of importance, i.e., Number II will become Number III, etc.

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.

Sincerely,

Jean Steliatella CPIM, CPPB

Buyer, City of Frisco

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

STATE OF TEXAS §
§
THE COUNTY OF Tarrant §

I, David Carter, a member of the Contractor team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income from the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____

X None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree of consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the Agreement.

Signed this 7th day of December, 2012.

David Carter
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared JOHN EAGLEN and on oath stated that the facts hereinabove stated are true to the bet of his / her knowledge or belief.

Sworn to and subscribed before me on this 7th day of December, 2012.

John Evans Eaglen
Notary Public in and for the State of Texas
My commission expires: 10-26-2014

JOHN EVANS EAGLEN
NOTARY PUBLIC
STATE OF TEXAS
COMM. EXP. 10/26/2014

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

David Blaine Carter-Rusty Spur Productions

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Amended 01/15/2009

EXHIBIT "A"
ADDENDUM NO. 1 TO THE BID REQUEST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

David Cabe
Signature of person doing business with the governmental entity

12/7/12
Date

Adobe 8/11/2006

618922.1

EXHIBIT "B"
THE BID REQUEST

PROGRESS IN MOTION

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO 1208-075

Frisco Fire Safety Town Interactive Safety Videos Project
Site Visit Required Prior to Submitting a Proposal

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

September 25, 2012 @ 2:00PM CST

NO LATE PROPOSALS WILL BE ACCEPTED

CD OR FLASHDRIVE AND FIVE COPIES REQUIRED

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034

Deadline for Submittal of Questions
September 10, 2012@4:00PM
CST
Send to
purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Tom Johnston, CPPO, C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

EXHIBIT "B"
THE BID REQUEST

PROGRESS IN MOTION

CITY OF FRISCO

COMPETITIVE SEALED PROPOSAL NUMBER 1208-075

RFP for Frisco Fire Safety Town Interactive Safety Videos Project

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE COPIES TO FACILITATE EVALUATION. IF FIVE COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

THE CITY OF FRISCO (THE "CITY") IS ACCEPTING COMPETITIVE SEALED PROPOSALS FOR INTERACTIVE SAFETY VIDEOS FOR THE FRISCO FIRE SAFETY TOWN

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Vendors are required to visit the site prior to submitting a proposal. Site visits should be scheduled the week of August 27 through August 31, 2012 between the hours of 1:30PM to 4:30PM. Contact Leslie Girdner at Frisco Fire Safety Town (972).292.6352) to schedule a site visit. Sign in is required. Please bring a Business Card Only Vendors who have visited the site prior to submitting a proposal will be permitted to submit a proposal.

There is a Question Deadline of September 10, 2012 at 4:00PM CST. All questions should be emailed to purchasing@friscotexas.gov

EXHIBIT "B"
THE BID REQUEST

Proposal must be received by September 25, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on September 25, 2012 at 2:05 PM.CST.

Write the competitive sealed proposal number 1208-075, Title, Request for Proposal for **Frisco Fire Safety Town Interactive Safety Videos Project** and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Proposing" attached hereto. Each Proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE SPECIFICATIONS/PROPOSAL FORM

The successful Proposer will be required to execute a written contract.

BONDING REQUIREMENTS
A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the Proposal.

GENERAL CONDITIONS OF PROPOSING

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by Proposer when submitting proposal.

PROPOSAL

2. FORM: Proposers must submit an original on a CD or Flashdrive and five(5) copies of the sealed proposal/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the proposal being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing. In the case of estimated requirement contract proposal, the prices must remain firm for the period as specified in the proposal. "Discount from list" proposals are not acceptable unless specifically requested in the proposal.

4. QUANTITIES: In the case of estimated requirements contract proposal, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while

continuing to pay the price quoted on this proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be proposal F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.

8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of proposal.

9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.

10. PRESENTATION OF PROPOSALS: No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.

11. CORRESPONDENCE: This proposal number must appear on ALL correspondence, inquiries, proposal submittal documents, etc. pertaining to this Competitive Sealed Request for Proposal.

12. ADDENDA: Any interpretations, corrections or changes to this Competitive Sealed Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Competitive Sealed Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the proposal document. It

EXHIBIT "B"
THE BID REQUEST

is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in the submitted proposal document.

13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. PROPOSAL OPENINGS: All proposals submitted will be read at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

    The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the proposal tabulation may request it by enclosing a self-addressed stamped envelope with proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/proposals . If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov .

16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal. Unless stipulated in the attached proposal specifications, the contract will be awarded to the proposer who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

EXHIBIT "B"
THE BID REQUEST

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference, proposer must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, may perform testing at the request of the City.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible

EXHIBIT "B"
THE BID REQUEST

for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with proposals. Any proposal submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible proposer.

32. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bid. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.

38. ACCEPTABILITY: All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

43 FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

44 DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

EXHIBIT "B"
THE BID REQUEST

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's proposal or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

EXHIBIT "B"
THE BID REQUEST

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars

EXHIBIT "B"
THE BID REQUEST

Supplemental Information

Texas Government Code Section 2252.002 Non-resident proposers. A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident under bids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under bid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this proposal, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

EXHIBIT "B"
THE BID REQUEST

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012

_____
Signature of Notary Public in and for the State of Texas STAMP

EXHIBIT "B"
THE BID REQUEST

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:

_____

If company is a partnership, list the partner's full legal name(s):

_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:

_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

EXHIBIT "B"
THE BID REQUEST

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

EXHIBIT "B"
THE BID REQUEST

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

EXHIBIT "B"
THE BID REQUEST

FORM CIQ
Page 2

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

EXHIBIT "B"
THE BID REQUEST

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

EXHIBIT "B"
THE BID REQUEST

PROPOSER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND FIVE (5) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS PROPOSAL FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

EXHIBIT "B"
THE BID REQUEST

Scope of Service

The City of Frisco, Texas is accepting competitive sealed proposals for a turn-key video production service to include the complete design and production of four (4) different, interactive safety videos of varying lengths, targeted toward Kindergarten through Adult for the City of Frisco Fire Safety Town located at 8601 Gary Burns Drive, Frisco, Texas 75034. Videos will be produced in such a way as to integrate the existing technology already in place in the Frisco Fire Safety Town theatre (such as smoke machine, sound effects, lighting, all controlled by an automated Creston panel). Videos will be produced in such a way as to offer transition from exterior to interior of the theatre.

Minimum Vendor Requirements

Vendors are required to visit the site prior to submitting a proposal. Contact Leslie Girdner at Frisco Fire Safety Town (972.292.6352) to schedule the site visit. Sign in is required. Only Vendors who have visited the site prior to submitting a proposal will be permitted to submit a proposal.

This is a federal grant project. The following federal regulations apply: the Contract Work Hours and Safety Standards Act (CWHSSA); the Copeland Act; and the Fair Labor Standards Act.

The Contract Work Hours and Safety Standards Act (CWHSSA):
CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

The Copeland Act (Anti-Kickback Act):
The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA):
The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

EXHIBIT "B"
THE BID REQUEST

The successful proposer will be required to abide by these regulations in the following manner:

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates regardless of any contractual relationship which may be alleged to exist between the contract or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay laborers and mechanics employed by the contractor or subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractor or their agents.

EXHIBIT "B"
THE BID REQUEST

List of Contractor Submittal Requirements

BONDING REQUIREMENTS – All Bonds stated below are required for this project. A five percent (5%) BID BOND or CASHIER'S CHECK must be submitted with the proposal package.

A minimum of three references from the past three years for jobs of similar size and complexity. Provide company names, addresses, Points of Contact, phone numbers and email addresses.

Debarment and Suspension
As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for participants in primary covered transactions, as defined at 28 C.F.R. Part 67.510 (Federal Certification), the City of Frisco will not do business with an entity or the principal(s) of an entity that is listed as debarred, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

The entity agrees to provide a list of sub-contractors and the following information to the City of Frisco before the project begins:

- Name of Sub-Contractor Company
- Address of Sub-Contractor Company
- Tax identification Number of Company
- Name of Principal(s)of Sub-Contractor Company
- Address of Sub-Contractor Principal(s)

EXHIBIT "B"
THE BID REQUEST

SUB-CONTRACTOR LISTING

Please give us the details as listed below for your sub-contractors. If you have a crew that is employed by your company, please list his/her name.

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____

Estimated Payment_____

EXHIBIT "B"
THE BID REQUEST

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

Company Name_____
Principal(s)_____
Tax Identification Number - _____
Address_____
Phone_____
Estimated Payment_____

List material suppliers:

_____

_____

Signature_____ Date_____, 20_____

EXHIBIT "B"
THE BID REQUEST

Debarment and Suspension Certification Definition & Form

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67.510 (Federal Certification). The prospective participant certifies that it, its' principals, and its' sub-contractors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Eligible entities are listed at www.sam.gov, and the State Debarred Vendor List.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224.

_____
Print Name

_____
Title

_____
Organization

_____
Signature

_____

Federal Funding Accountability:

(1) Provide a Central Contractor Registration Number.

(2) Maintain registration with the Central Contractor Registration (http://www.sam.gov) at all times during the contract period.

(3) Provide a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number (http://www.dnb.com/us) If awarded the contract.

(4) Report executive compensation information for the five most highly compensated executives in the preceding year if all of the following criteria are met:

a. The entity received 80% or more of its annual gross revenues in federal awards.
b. Entity revenues are greater than $25 million annually,
c. The public does not have access to compensation of the executives through periodic reports filed under 13(a) or 14(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d), or Section 6104 of the Internal Revenue Code of 1986.

Notice to Proceed

This Notice states the date the contractor shall begin work and is signed by both the Point of Contact for the City of Frisco Fire Department and the contractor. This date will correspond with the initial certified payroll form dates.

EXHIBIT "B"
THE BID REQUEST

Specifications

The City of Frisco, Texas is accepting competitive sealed proposals for a turn-key video production service to include the complete design and production of four (4) different, interactive safety videos of varying lengths, targeted toward Kindergarten through Adult for the City of Frisco Fire Safety Town located at 8601 Gary Burns Drive, Frisco, Texas 75034. Videos will be produced in such a way as to integrate the existing technology already in place in the Frisco Fire Safety Town theatre (such as smoke machine, sound effects, lighting, all controlled by an automated Creston panel). Videos will be produced in such a way as to offer transition from exterior to interior of the theatre. The vendor will be required to work with Frisco Fire Safety Town Staff. This project must be completed by no later than May 31, 2013.

Evaluation Criteria

A team of representatives from the Frisco Fire Department, Frisco Fire Safety Town, Communications, and Purchasing will evaluate the proposals using the criteria listed below in order of importance.

I. **Experience of the Proposer**

Has the Proposer produced projects of similar size, type and complexity?

Has the City or its agents worked satisfactorily with the Proposer in the past?

Has the Proposer provided the City with a CCR and DUNS Number for their firm and for all Subcontracts proposed for the Project?

II. **Past Performance of the Proposer**

Is the quality of Proposer's work good?

Does the Proposer stay on schedule?

Does the Proposer pay subcontractors on time?

III. **Proposed personnel and management team**

Are Proposer's personnel experienced in similar projects?

Have the proposed personnel demonstrated the ability to demand quality work?

IV. **Reputation**

Is the Proposer considered a "team player" or is it adversarial?

Has the Proposer demonstrated a long term presence in the market?

Have past clients expressed a willingness to work with the Proposer?

V. **Financial Strength**

Is the Proposer adequately capitalized?

VI. **Methodology**

Has the Proposer demonstrated a history of working with underutilized businesses?

Successful proposers will have an opportunity to meet with the team to discuss the results of the evaluation and review the final proposals. Reference calls will occur at this time.

Selection Process and Method of Award

The project will be awarded to one vendor offering the best value, meeting the City's specifications, and offering the closest representation of the City's concept.
Each submittal will be evaluated based on the Evaluation Criteria listed above.
Develop a Short List
Interview Vendors on the Short List
Select a Vendor
Execute a Contract
Obtain City Council Approval
Notice to Proceed

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The Title Page shall include the proposal number, the title (Frisco Fire Safety Town Interactive Safety Videos Project) and the name of your

EXHIBIT "B"
THE BID REQUEST

organization. It shall be signed by an officer of your company authorized to bind the organization in contacts.

Section 2: Table of Contents
Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary
Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:

1. Experience with similar projects of relevant scope and size
2. Stability of your organization

The Executive Summary shall not exceed 3 pages in length.

Section 4: Company Background
Provide a brief history of your company and all third-party vendors involved in this proposal. Include information such as when it was founded, number of active installations of the proposed product, name of parent and subsidiary company(s) or owners, if privately owned, etc.

Section 5: Timeline
The vendor should submit a project plan outlining the time line for all steps associated with the project to meet a completion date of May 31, 2013. The successful contractor will be required to execute a contract.

Section 6: Pricing
The vendor should submit lump sum pricing. The City's budget for this project is not to exceed $52,000.

Section 7: References
The proposer must furnish references for at least three (3) customers for whom they have provided video production services within the past three (3) years for projects of this proposal type. Include contact information with name, title, telephone numbers and email addresses.

EXHIBIT "B"
THE BID REQUEST

Inquiries
All questions should be emailed to purchasing@friscotexas.gov All questions will be answered in an Addendum within 48 hours after the Question Deadline of September 10, 2012 at 4PM CST.

EXHIBIT "B"
THE BID REQUEST

PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1208-075

Frisco Fire Safety Town Interactive Safety Videos Project

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposal on, or to influence any person or persons to proposal or not to proposal thereon."

Name of Proposer:_____

_____

Address of Proposer:_____

_____

Telephone Number: _____Fax:_

_____

E-mail address: _____

_____

By: _____(print name)

Title: _____Federal ID #/SSN #:

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

618917.1

EXHIBIT "C"
CONTRACTOR PROPOSAL



PROPOSAL NUMBER 1208-075

FRISCO FIRE SAFETY TOWN INTERACTIVE SAFETY VIDEOS PROJECT

RUSTY SPUR PRODUCTIONS

SIGNED: _____ DATE: _____

DAVID CARTER, CEO

EXHIBIT "C"
CONTRACTOR PROPOSAL

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EXHIBIT "C"
CONTRACTOR PROPOSAL

EXECUTIVE SUMMARY/COMPANY BACKGROUND- RUSTY SPUR PRODUCTIONS

Rusty Spur Productions was founded in 2008 by David Carter, a multi-Emmy award winning photographer, editor and storyteller.

David earned a Television and Film degree from the University of North Texas in 1992 and began his career in television news. David spent the bulk of his career at WFAA, Channel 8, Belo's flagship station in Dallas-Fort Worth, the nation's 4th largest television market.

During his 17-year TV news career, David covered live breaking news under intense deadlines on a daily basis. David is considered an industry leader in shooting and editing "breaking news"- fires, tornadoes, police raids and other high-intensity, unpredictable developing situations.

David is widely known in DFW news and photography circles for his creative and innovative uses of every imaginable set of gear. David was among the first in the industry to submerge an industry standard full size news camera in an aquarium to gather underwater video, David wired pin cameras to the rotors of WFAA's helicopter as well as the Dallas Police Department's Air One and a Careflite airambulance. David also used health-grade rubberized containers to protect wireless microphone packs when shooting jet skiers in action.

David's coverage of an Irving apartment building's roof collapse won an Emmy and is currently used by the Irving Fire Department in firefighter training.

When David left TV news to begin his own company, it was with the intent of using his experience and talent for more educational oriented projects.

Sought out by law enforcement and fire entities across the region for training and educational projects, David is widely regarded as a safe, knowledgeable and bold photographer for this genre of video productions.

David has produced two documentaries recently, including the Emmy-award winning "The Lost Fort" featured on ABC and CBS. His most recent documentary, "Buffalo Soldiers", aired nationwide on a variety of networks and is currently a candidate for an Emmy nomination.

In addition, Dave continues to work for ABC news covering local, regional and national news events.



EXHIBIT "C"
CONTRACTOR PROPOSAL

EXECUTIVE SUMMARY/COMPANY BACKGROUND-STEED CREATIVE

Steed Creative was founded in 2007 by Erin Steed, a multi- award winning, Edward R. Murrow-decorated reporter, anchor, storyteller and writer.

Erin earned dual degrees in Journalism with a Broadcast Specialization as well as Political Science from Texas Tech University in 1992. Erin currently serves on the Texas Tech University College of Mass Communications National Board. Erin worked in television news for 15 years, including roles in management. Erin's most recent position was with the NBC Network and Dallas Fort Worth O&O KXAS NBC 5. Erin currently freelances as a writer, producer and talent for Country Music Television, the Dr. Oz show and a number of private companies.

During her 15 year TV news career, Erin covered live breaking news under intense deadlines on a daily basis. Erin is known in media circles as a skilled writer, reporter and storyteller and a go-to person for breaking news. Erin covered a number of stories of regional and national interest, including the Hurricane Rita highway bus explosion south of Dallas and the College Station bonfire collapse, and has won a number of spot news awards, including many involving fires and explosions

Erin has attended a number of NPPA (National Press Photographers Association) workshops and short-courses. Although the organization largely focuses on photojournalism, a handful of highly skilled reporters began lending their talents to the organization to further the concept of "team storytelling," the collaboration between a writer/producer/reporter and photographer. Erin is considered to be a pioneer in this endeavor, and among the first women to join the NPPA. Erin has won a number of NPPA awards.

Erin's interest and passion continues to lie in clear, concise and creative writing and storytelling, and working with photojournalists to create great content that communicates messages with impact.

An advocate of public safety and family education, Erin recently finished a three-year FEMA grant to do Public Relations, Communications and Visibility initiatives for the KnoWhat2Do program. KnoWhat2Do is North Texas' regional public safety awareness program that educates families on the threats unique to our region, and the training and resources available to best be prepared to avoid or survive them. Erin wrote much of the handbook, website and publicity materials, and also coordinated public events including press conferences and KnoWhat2Do PrepareFair.

EXHIBIT "C"
CONTRACTOR PROPOSAL

TIMELINE:

Actual Calendar Dates TBD; Updated Calendars will be provided to all City of Frisco contacts twice monthly for duration of contract

October 31/Early November: Enter into contract with City of Frisco
November- Block Scenario One, Scenario Two, begin storylines, begin planning sets, inventory Frisco FD apparatus, tour Frisco dispatch for lighting/audio needs, begin equipment list

---

Early December- Complete site surveys, calendar shoot for Scenario One for late January/early February, begin block Scenario Three and Scenario Four

December-begin identifying talent/narration for each scenario

Goal #1: Complete blocking, site surveys and storylines for Scenarios One and Two before Christmas/New Year holidays.

January- Finalize Scenario One script, move sets into burn building, rehearse with talent.

January- Complete shooting of Scenario One, Post-script Scenario One

January- Complete site surveys, calendar shoot for Scenario Two for early/Mid February. Finalize Scenario Two Script. Idenitfy talent for Scenario Two.

January- Begin editing Scenario One

February- Finalize sets for Scenario Two, move sets to burn building for Scenario Two, rehearse scenario two with talent.

2nd week of February- Meet with City of Frisco contacts to review finished product- Scenario One

Mid February- Shoot Scenario Two, Post-Script Scenario Two

Mid February- Continue set building, blocking, scripting for Scenarios Three and Four

Late February- Begin editing Scenario Two

Late February- Finalize Scenario Three, identify talent and narration

EXHIBIT "C"
CONTRACTOR PROPOSAL

TIMELINE CONTINUED:

Early March- Install set for Scenario three in burn building, rehearse with talent, finalize set and scripting

Second Week of March- Meet with City of Frisco contacts to review completed project- Scenario Two.

Goal #2- Have Scenario One and Scenario Two edited, approved and completed by Mid March.

Mid March- Shoot Scenario Three, Post-Script Scenario three

Mid March- Complete scripting for Scenario Four

Mid/Late March- Complete set for Scenario four, identify talent and narration

---

Early April- Move set into burn building, rehearse scenario four

2nd Week of April- Meet with City of Frisco contacts to review final product- Scenario Three

Early/Mid-April- Shoot Scenario Four, Post-Script Scenario four

---

Goal #3- Have all four videos shot and edited my First Week of May. This will allow plenty of flexibility in the event we run into delays on any of the four projects, or need to make changes. We would request all completed videos are reviewed by City of Frisco legal before City considers them delivered.

Early/Mid-May- Final delivery of Scope of Work

May 31st, 2013- End of Contract

Our timeline is crafted to allow approximately one month pad time for final deliverables.
We do not anticipate challenges in completing the four videos within the allotted time frame.

EXHIBIT "C"
CONTRACTOR PROPOSAL

TIMELINE NOTES:

Primary burn locations:

1st choice- City of Frisco training building (shell) with our sets on location for burning/destruction

2nd choice- Tarrant County Community College training building (shell) with our sets on location for burning/destruction

3rd Choice- Texas A&M training building (shell) with our sets on location for burning/destruction
Family home interior/exterior locations:

Private residences TBD

Used for family activity shots, family escape shots, family meeting place shots, distress call shots
No fires will be set at these residences.

20,000 cubit ft smoke machine will be used at private residence for some interior/exterior dramatic shots. including family reacting and following safety procedures.

RUSTY SPURS EQUIPMENT:

2 JVC GY HD 710s

3 JVC gy hd 110s (tape)

2 Synheizer wireless mics

1 electrosonic wireless mic

1 synheiser boom pole @ shot gun mic

1 three channel audio mixer

3 Gopro HD cameras

3 tripods

1 pro light kit with 3 125watt light heads

1 reflector

1 Arri 650 watt

1 Canon 5D

Chroma Key green screen

various stands, claps, adapters, etc.

1 light weight 16 foot camera jib.

EXHIBIT "C"
CONTRACTOR PROPOSAL

VIDEO PRODUCTION/STORYLINES:

For the monitor outside the theater, a stand-alone open will be created that will set up each or all of the four scenarios. This will be a dramatic, fast paced tone-out of a structure fire call. The video will be approximately 40-50 seconds and re-create the steps involved in a call and response, as well as the emotional elements. The video will create drama, pique interest and draw the viewer in immediately. The video will end without resolution, so that guests may be ushered in to the C.O.R.E./Farmers Insurance Fire Zone Theater to be presented with the various scenarios.

Inside the theatre, existing elements will be integrated with additions including either two additional monitors or projection areas. The Creston panel will be used to have the video jump around the room to draw attention to different dangers or areas of décor as addressed in the video. For example, as family members on the video realize they are in danger, they may be upstairs in their home. That conflict and resolution will be presented on the wall along the stair case, to help the audience to better visualize and relate with the physical barriers and challenges.

In each scenario, our goal will be to create a realistic scene and situation, with characters the audience will see as real and relatable people who have actually experienced and overcome the situation presented. The emphasis in scripting and theatrics will be on preparation and safety, and the difference it made in the outcome for the families.

In supposing the set up, reveal, conflict, lesson, emotional draw and conclusion of each scenario, our team agrees scripting can only occur in conjunction with actual story creation based on the elements we compile and the people we choose to feature in the videos. However, we can address the logistics of how each scene will be delivered.

EXHIBIT "C"
CONTRACTOR PROPOSAL

VIDEO PRODUCTION/STORYLINES
SENARIO ONE:

In Scenario One, we will create a living room area complete with a wall and power outlet to be moved into the burn building. We will generate sparks behind the wall through the outlet to replicate the overloaded outlet starting the fire, which will blow up a V pattern on the wall, burning up décor and furniture as it goes. This fire scene will be mixed with exterior shots of our non-burning home with smoke and flames (generated through effects and machinery, including Rusty Spur's smoke machine and Halloween flame effects) to create the realistic scene. The family will perform it's escape and re-grouping through an actual home, thick with smoke. The narrator and characters will share in telling the story, addressing not just the facts but the speed with which a fire actually spreads and how crucial the family's preparation was in the eventual safe outcome. The family and characters will have an emphasis on being relatable to the audience and gaining their care and concern, and giving tips and advice through the video that the audience can embrace and share with their own families and circles.

VIDEO PRODUCTION/STORYLINES
SENARIO TWO:

In Scenario Two, we will create a child's bedroom or playroom scene complete with carpet and a window. This set will also be moved into the burn building. The children will spark matches (along the lines of prank birthday candles, the type that won't ultimately light), but through a series of tightshots and careful editing, will give the appearance of catching the rug or carpet on fire without ever putting the actual children in real danger or proximity to the fire. We will use both children and parents to tell this story, revealing the trust a parent has in a child's knowledge about the dangers contrasted with a child's natural curiosity and lack of fear. The children will place the 911 call as they've been taught and ultimately the structure will sustain substantial damage but the family will be unharmed because of their preparation and safety education. As with Scenario One, we will create a realistic, compelling storyline with the sets and characters to win the favor and trust of the audience in the characters telling the story and imparting important take-aways.

EXHIBIT "C"
CONTRACTOR PROPOSAL

VIDEO PRODUCTION/STORYLINES

SENARIO THREE:

In Scenario Three we will use a similar living room set as Scenario One, to include a fireplace in a false wall. The family would decide to leave to look at holiday lights or similar holiday activity, leaving the fireplace unattended. We will use a series of tight shots to catch the popping and sparking and get the spark to the carpet, where it will ignite and overtake the room. The family can return as the house or room is first engulfed and consider entering to collect belongings and have a discussion about safety allowing them to make the right decision. This may also be an opportunity to have a conversation about a pet left inside depending on the anticipated audience reaction, and have rescue crews carry out a pet to reunite with the family. Again this family will seek to educate and instill safety messages through their conversation and decisions.

SENARIO FOUR:

Finally Scenario Four will feature a candle burning in a bedroom or living area, on a small table top. Children or a pet can bump into the table with a ball or by running into it, knocking the candle over and igniting a fire. The family will perform it's escape and re-grouping through an actual home, thick with smoke. The narrator and characters will share in telling the story, addressing not just the facts but the speed with which a fire actually spreads and how crucial the family's preparation was in the eventual safe outcome. The family and characters will have an emphasis on being relatable to the audience and gaining their care and concern, and giving tips and advice through the video that the audience can embrace and share with their own families and circles.

We will begin scripting and blocking each scenario after compiling a checklist of all available safety demonstrations that might be included in the scene. These could include crawling at ground level in a room heavy with smoke, meeting at a pre-arranged gathering spot, placing a 911 call, leaving behind toys or items, avoiding higher levels of the home and other options.

The goal of each of these scenarios is to combine real, compelling visual and sound elements to dramatically and realistically enhance the base storyline and most clearly deliver the message and teachable moment of each circumstance. We will combine real Frisco Fire activity, pre-recorded Frisco Fire activity, news reports/news gathering operations, dramatic re-creations, visual and sound effects and all other production techniques where possible and applicable. We are experienced in operating safely and quickly in real and simulated emergency environments and are honored to translate these scenes into life-saving safety videos.

EXHIBIT "C"
CONTRACTOR PROPOSAL

POSSIBLE RESOURCES:

CERT Team

City of Frisco ride alongs (Rusty Spur crew will wait at fire station for structure fire calls, will "ride along"(or follow) to gather video of FFD in action

WFAA studio sets and Crews- WFAA has been contacted about using sets and crews to "report" on the each of the various Scenarios to enhance narration/depiction of incidents. WFAA is a sponsor of Frisco Fire Safety Town, and also a close working partner of Rusty Spur Productions and David Carter, a former employee in good standing.

Children's vignettes- interviews with various aged children who have recently completed fire safety tours/training/demonstrations to capture their understanding, enhance messaging (ex: "when the fireman comes through the smoke in his breathing mask, he can look scary but he's not, he's a rescuer and he's here to help you!"

PRICING:

The Scope of Work will be priced at a flat rate of $52,000.

EXHIBIT "C"
CONTRACTOR PROPOSAL

REFERENCES: RUSTY SPUR PRODUCTIONS

1) **Dana Baird**
City of Frisco
972 292 5058
DBaird@friscotexas.gov

Projects:
OzFest Concert for Frisco PD for training/terror training
Promo for NCAA tournament

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2) **Rebecca Rodriguez**
City of Arlington
817-459-6412
Rebecca.Rodriguez@arlingtontx.gov

Projects:
Currently Editing State of City Address Video for Mayor Robert Cluck

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3) **Jim Tapley**
SMU Cox School of Business
214-358-3576
lenshawk@jimtapley.com

Projects:
SMU Freshman Intro

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4) **Allan Koenig**
Vice President, Corporate Communications
Energy Future Holdings
214 875 8651
allan.koenig@luminant.com

Projects:
Luminant – Fire Safety Team Training

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5) **Cliff Williams**
WFAA TV, Belo Corporation
Managing Editor
214-977-6213
cwilliams@wfaa.com

Executive producer over photojournalists- worked with David on a daily basis as he turned daily news stories under tight deadlines dealing with all manner of breaking news, video production, lighting, audio, editing and interviews

EXHIBIT "C"
CONTRACTOR PROPOSAL

REFERENCES: STEED CREATIVE

Summer Wilhelm
City of Lewisville Emergency Management Coordinator
972-219-5012
swilhelm@cityoflewisville.com

Project:
KnoWhat2Do Public Education Program (FEMA Grant via NCTCOG) Included producing public events, press conferences, PR and writing copy for multiple projects and the web.

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2) **Decima Cooper**
Arlington Conventions and Visitors Bureau
214-356-0166
Decima@experiencearlington.org

Project:
Produced City of Arlington's Video to Celebrate the Texas Rangers' 40-year Anniversary

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3) **KwaHeri Heard**
City of Arlington Emergency Management Coordinato
817-459-5761
Kwaheri.Harris@arlingtontx.gov
Project:
KnoWhat2Do Public Education Program (FEMA Grant via NCTCOG) Included producing public events, press conferences, PR and writing copy for multiple projects and the web.

---

4) **Peter Zasuly**
Executive Producer/Director
Dallas Cowboys Cheerleaders
Triage Entertainment
310-990-4990
PZasuly@triageinc.com
Project:
Produced Season 6 and Season 7 (airing currently) of the Dallas Cowboy Cheerleaders Reality Show, "Making the Team." Includes conduction interviews, storyboarding, video gathering, and working closely with photojournalists.

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5) **Eric Kreindler**
Senior Executive Producer, KXAS, NBC O&O
817-654-6319
Eric.Kreindler@nbcuni.com

Executive producer over reporters- worked with Erin on a daily basis as she turned daily news stories under tight deadlines dealing with all manner of breaking news, video production, writing, scripting, editing and interviews

EXHIBIT "C"
CONTRACTOR PROPOSAL

Supplemental Information

Texas Government Code Section 2252.002 Non-resident proposers. A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident under bids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under bid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   Rusty Spur Productions
   3403 Crossgate Circle S.
   Colleyville, Texas 76034 (817) 371-4060

2. Name and address of principal place of business, and phone number of your company's majority owner:

   Rusty Spur Productions
   3403 Crossgate Circle S.
   Colleyville, Texas 76034
   David Carter (817) 371-4060

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   N/A

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this proposal, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT
Steed Creative	817-301-4982	$25,000

EXHIBIT "C"
CONTRACTOR PROPOSAL

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: Rusty Spur Productions

Title of Officer: David Carter, CEO

Signature of Contractor: David Carter

Date: 9/24/12

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Rusty Spur, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 24th day of September, 2012

Becky L. Rippy
Signature of Notary Public in and for the State of Texas

BECKY L. RIPPY
My Commission Expires
February 10, 2014
STAMP

EXHIBIT "C"
CONTRACTOR PROPOSAL

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE
FORM CIQ
For vendor or other person doing business with local governmental entity

	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1	**Name of person doing business with local governmental entity.** David Carter	
2	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**	
4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**	

EXHIBIT "C"
CONTRACTOR PROPOSAL

FORM CIQ
Page 2

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 Signature of person doing business with the governmental entity — 9/25/12 Date

EXHIBIT "C"
CONTRACTOR PROPOSAL

Debarment and Suspension Certification Definition & Form

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67.510 (Federal Certification). The prospective participant certifies that it, its' principals, and its' sub-contractors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Eligible entities are listed at www.sam.gov and the State Debarred Vendor List.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224.

David Carter
Print Name

CEO
Title

Rusty Spur Productions
Organization

David Carter
Signature

BECKY L. RIPPY
My Commission Expires
February 10, 2014

Becky L. Rippy
Tarrant County
Texas

Expires 2-10-14

EXHIBIT "C"
CONTRACTOR PROPOSAL

NORTHEAST BROKERAGE AGENCIES, INC.

Excess and Surplus Lines Division
Tapco Underwriters, Inc.
3060 S. Church Street
P.O. Box 286
Burlington, NC 27216-0286

Phone: (866) 662-7726
Fax: (336) 586-0086
Email: nea@gotapco.com

9/20/2012

To: DIANA LYNN TROY

From: Kate Innocent
Extension 6852
kinnocent@Gotapco.com

Quote ID: HSUDW

Applicant: David Carter , d/b/a Rusty Spur Productions

We are pleased to offer the following quote through: Landmark American Insurance Company

General Liability:

$	2,000,000	General Aggregate
$	1,000,000	Products/Completed Operations Aggregate
$	Not Covered	Personal Injury/Advertising Injury
$	1,000,000	Each Occurrence Limit
$	100,000	Damage to Premises Rented to You
$	5,000	Medical Payments
$	**0	BI/PD Deductible Per Claimant

49950 - Additional Insured
Units 1

16471 - Photographers
Gross Sales 40,000

* Excludes Professional, Nuclear Energy, War, Asbestos, Silica, Lead, Toxic Substances, Total Pollution, Radon Gas, Subsidence, Mold, Spores, Fungus, Known Injury or Damage, Exclusion – Losses, Claims and Litigation Preceding Inception of Policy, Property Damage Claims In Progress, Participants, Assault & Battery, Abuse or Molestation, Liquor, Communicable Disease, Cancer, Employment Related Practices, Leased Workers, Voluntary Labor, Electromagnetic Fields, Injury To Contractors / Independent Contractors / Subcontractors, Radioactive Contamination, New Entities, Hired & Non Owned Auto, Year 2000 Computer Related and Other Electronic Problems, Violations of Statutes That Govern E-Mails / Fax / Phone Calls. Classification & Contractual Liability Limitations and Minimum and Deposit Premium Endorsement Apply. Terrorism is excluded unless coverage is purchased per the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007. This list is for informational purposes only and does not intend to represent the entire list of forms and/or endorsements that may be attached to any policy issued as a result of this quotation.

CG 2138 Exclusion - Personal and Advertising Injury

EXHIBIT "C"
CONTRACTOR PROPOSAL

This Premium is 25% Earned

The Term quoted is: Twelve Months

Base Premium:	$500.00
Policy Fee:	$100.00
Tax:	$29.46
Total:	$629.46

Comments:

Premium quoted includes charge for additional insured. Landmark Insurance Company will be changing their name to Covington Specialty Insurance Company. There is no change in ownership as this is only a change in the name.

This insurance contract is with an insurer not licensed to transact insurance in this State and is issued and delivered as a surplus line coverage pursuant to the Texas Insurance statutes. The State Board of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Article 21.28-C, Insurance Code. Article 1.14-2, Insurance Code, requires payment of 4.85 percent tax on gross premium (Article 1.14-2, 7(a)). Plus .06% Texas stamping fee.

Please call our office to bind coverage. Coverage can be bound only when a TAPCO Binder Number has been assigned by a Company Underwriter at TAPCO.

TAPCO accepts Visa, MasterCard, and electronic (ACH) checks.

For your convenience, a Prime Rate Premium Finance agreement has been attached. Please contact Prime Rate (800-777-7458) or see the web site address located in the upper left hand corner of the agreement if you have any questions.

Please review the quotation carefully as terms and conditions of coverage quoted may differ from those requested.

Any binder subsequent to this quote will be strictly per the coverages, limits, and conditions outlined above. Any revisions or updates to these terms can only be effected by a REPLACEMENT quote, prior to binding, from TAPCO. Discussions with any TAPCO underwriting staff, verbal or written, WILL NOT revise or update the terms of this quote unless a TAPCO replacement quote is received by your office.

Quote valid for 30 days.

Upon requesting quotes and/or placement for the coverages listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

EXHIBIT "C"
CONTRACTOR PROPOSAL

PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1208-075

Frisco Fire Safety Town Interactive Safety Videos Project

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposal on, or to influence any person or persons to proposal or not to proposal thereon."

Name of Proposer: David Carter

Address of Proposer: 3403 Crossgate Circle S.

Telephone Number: (817) 371-4060 Fax:

E-mail address: Rustyspurproductions@Hotmail.com

By: David Carter (print name)

Title: 458-23-8693 Federal ID #/SSN #:

Signature: David Carter

Acknowledgement of Addenda: #1 DC #2 #3 #4 #5

618916.1

AFFIDAVIT OF NO PROHIBITED INTEREST

STATE OF TEXAS §
§
THE COUNTY OF TARRANT §

I, Erin Steed, a member of the Contractor team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of 10% or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income from the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____

✓ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree of consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the Agreement.

Signed this 3rd day of December, 2012.

Erin Steed
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Erin Steed and on oath stated that the facts hereinabove stated are true to the bet of his / ~~her~~ knowledge or belief.

Sworn to and subscribed before me on this 3 day of December, 2012.

Robyn M Chancelor
Notary Public in and for the State of Texas
My commission expires: 3-26-2016

ROBYN MEREDITH CHANCELOR
Notary Public, State of Texas
My Commission Expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

ERIN Steed - Steed Creative

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

N/A

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

N/A

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7

Eric Flood

Signature of person doing business with the governmental entity

12/3/12

Date

Amended 01/13/2006



CITY OF FRISCO BID TABULATION FOR RFP NO. 1208-075
FRISCO FIRE SAFETY TOWN INTERACTIVE SAFETY VIDEOS PROJECT

Bid Opening Date: 9-25-12
Bid Opening Time: 2:00 PM

Vendors Submitting RFP's:

Created by Agent, LLC, 7700 Beaver Head Road, Fort Worth, TX 76137, Matt Doane, Phone: 682.233.1673, matt@createdbyagent.com

Guy Hernandez Productions, 9607 Carriage Hill Lane, Frisco, TX 75035, Theresa Merola Hernandez, Phone: 972.467.7268, Fax: 972.987.5127
theresamerolahernandez@gmail.com

Rusty Spur Productions, 3403 Crossgate Circle S., Colleyville, TX 76034, David Carter, Phone: 817.371.4060, rustyspurproductions@hotmail.com

Squires & Company, 3624 Oak Lawn Ave. Ste 200, Dallas, TX 75219, Jamie Lucas, Phone: 214.939.9194, Fax: 214.939.3464, jamie@squirescompany.com

Your Speakeasy, LLC, 800 Jackson St. Suite B-100, Dallas, TX 75202, Robert Riggs, Phone: 214.514.4710, robertr@yourspeakeasy.com

Vendor Submitting "No Bid":

InMotion Imagery, 922 Dragon Street, Dallas, TX 75207, Phone: 214.748.2225, John Doty, john@inmotionimagery.com

AGENDA ITEM #35.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5. 2012**

Subject: **Consider and Act Upon Award of Bid 1311-017, Breathing Air Compressor Station for Frisco Fire Station No. 4 to August Industries, Inc.**

Action Requested: City Council award of bid 1311-017, Breathing Air Compressor Station for Frisco Fire Station No. 4 to August Industries, Inc., in the amount of $33,835.

Background Information: Purchasing solicited bid 1311-017, Breathing Air Compressor Station for Frisco Fire Station No. 4. Bids were received on 12/4/2012 from August Industries, Inc., Industrial Air Services, TESCOTP, Gulf Coast Breathing Air and Bauer Compressors, Inc. Staff reviewed the bids received and is recommending award to the lowest responsible bidder, August Industries, Inc. This bid process included a bid price for a new compressor and a trade-in credit for the existing compressor.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award this bid at this time.

Financial Considerations: Funding is available through bond funding.

Legal Review: N/A

Supporting Documents: Department memo, bid tabulation and original bid.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of award for City Competitive Sealed Bid No 1311-017 and approval of a purchase order to August Industries, Inc. for the purchase of a Breathing Air Compressor Station for Frisco Fire Station No. 4**

Attached for your review is a request for City Council consideration of award of City of Frisco Competitive Sealed Bid No. 1311-017 to August Industries, Inc. of Carrollton, Texas in the amount of $33,835, and approval of a purchase order for the purchase of a Breathing Air Compressor Station for Frisco Fire Station No. 4 (including trade-in of the existing unit located at Fire Station No. 4). On December 4, 2012 at 2:00 P.M. the City opened five (5) bids that were responsive to the Terms and Conditions / Specifications outlined in the City's Request for Competitive Sealed Bids. The bids ranged from $33,835 to $46,225, with August Industries, Inc. providing the lowest responsive bid.

The Unicus III Breathing Air Station ("Cascade System") is the most advanced cylinder recharging system available for Self-Contained Breathing Apparatus ("SCBA") utilized by firefighters during incident response. The Unicus III Station integrates a high pressure compressor, breathing air purification system, air storage system, a cascade fill panel and containment fill station into one workstation. As part of the request for bid a trade-in value for the existing unit (this unit is not a functioning piece of equipment and is not currently in operation) was requested. The low bid includes providing the new Cascade System for a price of $35,485 and a trade-in value for the existing unit totaling $1,650, for a total bid price of $33,835. The low bid specified delivery of the new Cascade System within 7-10 days from the order date.

Staff recommends that funding for the purchase order come from savings in the Frisco Fire Station No. 7 Project Budget; the account code for the purchase order is 33536000-79400-05152.

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

CITY OF FRISCO BID TABULATION
OPENED 12/4/12 2PM
BID NO. 1311-017
BREATHING AIR COMPRESSOR STATION FOR FRISCO FIRE STATION NO. 4 & TRADE IN VALUE FOR EXISTING UNIT

AUGUST INDUSTRIES, INC.
2811 EISENHOWER STREET
CARROLLTON, TX 75007
PH 972.245.7000 FAX 972.245.7007
PORTER H. STILES
porter@augustindustries.com

TESCORP
8525 E. 46TH ST.
TULSA, OK 74175
PH 405.670.1709 FAX 918.665.3951
CHARLIE ZURMEHLY
tescorpcz@aol.com

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)	Unit Cost	Extended Cost
1	Bauer Unicus III 13-H Unicus II Complete Integrated Stationary System per City of Frisco Specifications Including All Options Listed In The Specification	EA	1	$35,485.00	$35,485.00	7-10 days	$41,250.00	$41,250.00
2	Trade In Value For Existing Unit, Eagle Air Compressor Model No. B320G3C5ES1 (Trade In Value To Be Deducted Off The Pricing Total For Item No. 1 Above	EA	1	$1,650.00	$1,650.00		$1,000.00	$1,000.00
				Grand Total:	$33,835.00			$40,250.00

	INDUSTRIAL AIR SERVICES, INC. 6606 HWY 183 SOUTH AUSTIN, TX 78744 PH 512.243.2277 FAX 512.243.2295 JUSTIN JONES jjones@industrialairservices.com			GULF COAST BREATHING AIR 9702 B. WALLISVILLE RD. HOUSTON, TX 77013 PH 281.449.6700 FAX 281.449.6738 CASEY JENSEN casey.jensen@mgtgc.com			BAUER COMPRESSORS, INC. 1328 AZALEA GARDEN ROAD NORFOLK, VA 23502 PH 757.855.6006 FAX 757.857.1041 GEORGE R. HOPPE JR. george.hoppe@bauercomp.com		
Delivery (in days)	Unit Cost	Extended Cost	Delivery (in days)	Unit Cost	Extended Cost	Delivery (in days)	Unit Cost	Extended Cost	Delivery (in days)
120 days	$42,000.00	$42,000.00	45 days	$44,432.00	$44,432.00	112 days	$46,225.00	$46,225.00	60 days
	$1,000.00	$1,000.00		$1,500.00	$1,500.00		$0.00	$0.00	
		$41,000.00			$42,932.00			$46,225.00	

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1311-017

Breathing Air Compressor Station for Frisco Fire Station No. 4

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO: 2PM CST ON DECEMBER 4, 2012

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND TWO COPIES REQUIRED

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DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR OF ADMINISTRATIVE SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO
Director or Administrative Svcs
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1311-017

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS TWO COPIES TO FACILITATE EVALUATION. IF TWO COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco ("City") is accepting Competitive Sealed Bids for a Breathing Air Compressor Station for Frisco Fire Station No. 4 - Bauer Unicus III – Model 13-H Unicus II Complete Integrated Stationary System or Equal 6000 PSI Service and also the Trade-In Value and removal costs for the existing unit (Eagle Air Compressor Model No. B320G3C5ES1)

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by December 4, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on December 4, 2012 at 2:05 PM CST.

Write the competitive sealed bid number, name of bid, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a CD or Flashdrive and two (2) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by email to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

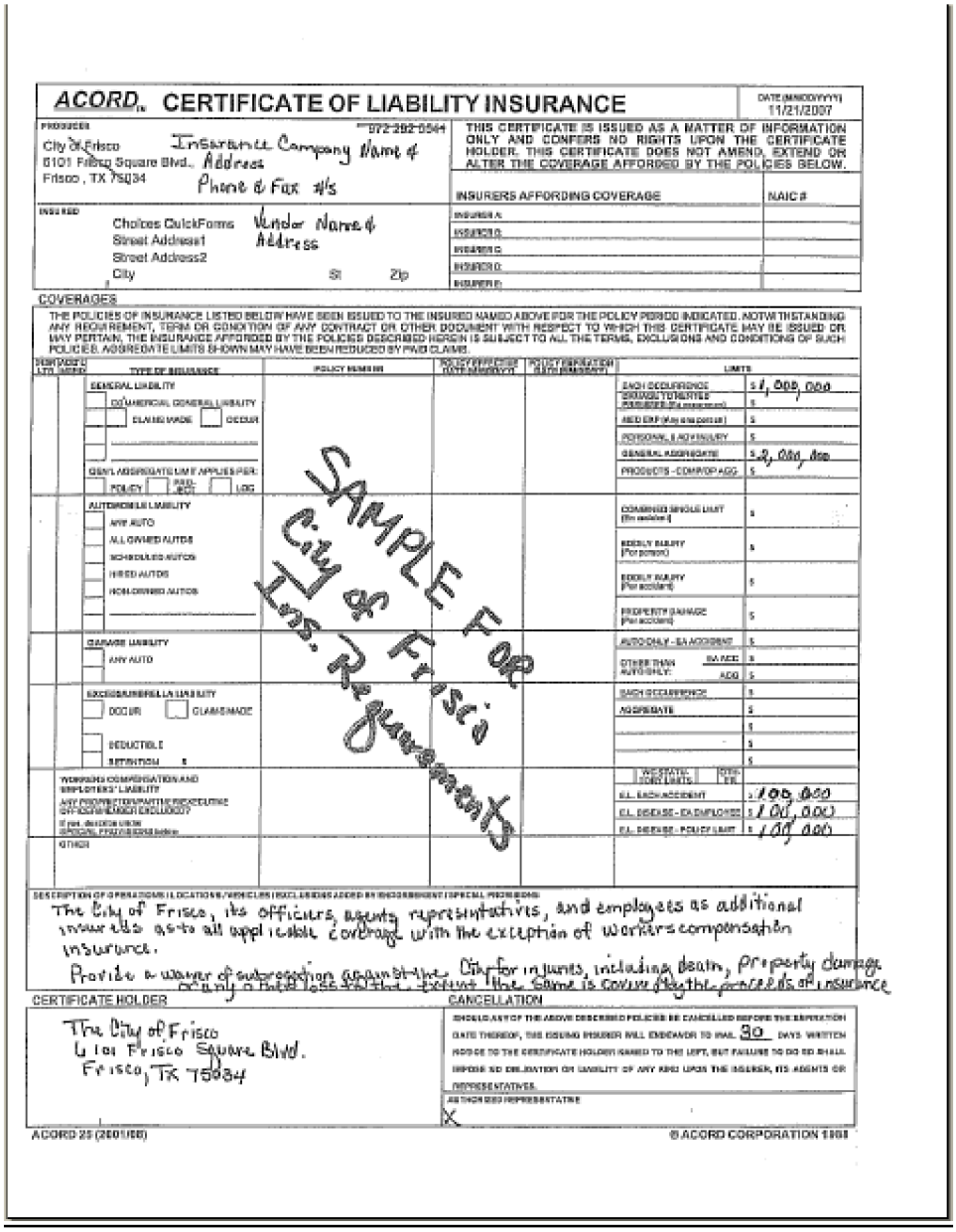
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate.

	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars (If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars



ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2007

PRODUCER
City Of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
***972-292-5544
Insurance Company Name &
Address
Phone & Fax #s

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Chelses QuickForms
Street Address1
Street Address2
City St Zip
Vendor Name &
Address

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 100,000
	OTHER				

SAMPLE FOR City of Frisco's Ins. Requirements

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents representatives, and employees as additional insureds as to all applicable coverage with the exception of Workers compensation insurance.

Provide a waiver of subrogation against the City for injuries, including death, property damage or any loss which may arise from the same or covered by the proceeds of insurance

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
X

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
_____

If company is a partnership, list the partner's full legal name(s):
_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:
_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

Adopted 11/02/2005

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND TWO (2) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

SPECIFICATIONS
BID #1311-017
FRISCO FIRE DEPARTMENT
BREATHING AIR COMPRESSOR STATION FOR FRISCO FIRE STATION NO. 4
BAUER UNICUS III – MODEL 13-H UNICUS II COMPLETE INTEGRATED STATIONARY SYSTEM OR EQUAL
6000 PSI SERVICE

1.0 GENERAL PROVISIONS.

A. Specification for a breathing air station to refill self-contained breathing apparatus ("SCBA") cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The breathing air station shall be comprised, in part, of a high pressure compressor and purification system, storage system, cascade fill control panel and containment fill station. The station shall be designed for a maximum working pressure of 6,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable.

B. The breathing air station (the "Station") shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the Station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance and long life.

C. The Station shall be designed for against-the-wall installation, operation and maintenance and single-point operator control from the front of the Station. The design of the Station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the Station. The depth of the fill station portion of the Station is adjustable thereby allowing the Station to fit through a standard 36" doorway. The Station shall be designed for continuous duty operation indoors with room temperatures ranging between 40° and 115°F. Installation shall not require a special foundation; however it is the responsibility of the CONTRACTOR to ensure that the installation site has a solid and level foundation that can support the weight of the Station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation. CONTRACTOR shall confirm these requirements prior to commencing work on the Project.

D. All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the Station. All instrument tubing shall be 300 series stainless steel.

E. The Station shall be warranted free from defects in material and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from date of startup, whichever expires first. The warranty shall not impose limitations on the Station's accumulated operating hours during the warranty period.

F. **TRADE-IN VALUE FOR EXISTING UNIT LOCATED AT FRISCO FIRE STATION NO. 4.** CONTRACTOR shall include in their bid submission a trade-in value for the existing unit located at Frisco Fire Station No. 4, one (1) Eagle Air Compressor, Model No. B320G3C5ES1. The trade in value included in the bid shall include costs for removal of the unit from the Fire Station.

1.1 PERFORMANCE TABLE.

Model	FAD SCFM	Charging Rate SCFM	HP	RPM	Compressor Model	Purification System	Air Processing Capability (CU FT)
UNI III/13H	10.8	13.0	10	1420	K12.14 II	P2 Securus	67,000

TABLE 2

Model	SCBA Fills in 1st Hour			
	From 2 STORAGE CYNLIDERS		From 4 STORAGE CYLINDERS	
	2216 PSI 45 cu ft	4500 PSI 45 cu ft	2216 PSI 45 cu ft	4500 PSI 45 cu ft
UNI III/13h	38	25	63	45

The number of SCBA fills in 1st hour is calculated by using the following formula:

$$\frac{\text{FAD X 60 min / hr}}{\text{(SCBA volume at fill pressure) – (SCBA volume at 500 PSIG)}} + \text{SCBA fills from storage}$$

Based on standard inlet conditions
Based on recharging an 80 cu ft cylinder from 500 to 3000 PSIG
Based on an inlet temperature of 67 degrees F

1.2 COMPRESSOR.

A. The compressor shall be an air-cooled, pressurized oil lubricated, four (4) stage reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three (3) long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a "W" configuration with the first and second stage sharing one (1) common stepped cylinder. Each cylinder shall be located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

B. An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

C. A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain ("A.C.D.") system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and shall be factory preset to drain the separators approximately every fifteen (15) minutes for approximately six (6) seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. The condensate reservoir shall have a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at full capacity. The operator shall be alerted that the reservoir is at capacity via an audible alarm and a scrolling text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

D. The compressor shall be lubricated by a combination pressurized and splash/mist lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

E. The compressor shall be equipped with an inlet filter with replaceable particulate element.

1.3 PRIME MOVER AND V-BELT DRIVE.

A. The 10 HP, three (3) basic phase electric motor shall be of the open drop-proof ("ODP") design. Motor voltage shall be 230 volt, 60 hertz. The compressor and motor shall be mounted on a common base that is vibration isolated from the Station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

1.4 ELECTRICAL CONTROL AND INSTRUMENTATION.

A. The compressor control panel ("CCP") shall include an across-the-line magnetic motor starter, fused transformer and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

B. The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

C. Standard features of the CCP include:

1. A NEMA type 4 electrical enclosure;
2. UL electrical panel;
3. Human Machine Interface ("HMI") with Multi-Color Touch Screen Display incorporating vivid Thin Film Transistor ("TFT") Technology and NOT limited by touch cells (Optional mounting configurations available up to twenty-five feet (25') remote;
4. Emergency Stop Palm Button;
5. Home screen customizable with distributor contact information;
6. Real time clock (time and date);
7. Compressor on / off;
8. Digital display of Compressor Final Pressure;
9. Digital Display of Compressor Oil Pressure;
10. Digital Display of current Compressor Run Time;
11. Digital Display of Final Separator Cycle Count;
12. Compressor High Temperature Shutdown and Alarm;
13. Full support of the Automatic Condensate Drain system (interval and duration set points adjustable through the HMI – password protected);
    i. Digital Display of time to next ACD cycle;
    ii. Condensate Drain Reservoir full alarm;
14. Full support of CO monitor alarm functions (optional);
15. Full support of SECURUS purification system moisture monitor warning and alarm functions;
16. Built in overtime timer set at five (5) hours – optional times available;
17. Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions;
18. Monitor overload alarm;
19. Nonresttable hourmeter;
20. Recoverable Run History (last five (5) run periods);
21. Recoverable Alarm History (last five (5) fault shutdowns);
22. Support of up to five (5) Languages (to be specified at time of order; includes English, French and Portuguese);
23. Operator choice of display in BAR or PSI.

D. For ease of Maintenance and Repair:

1. PLC has removable Terminal Blocks for all functions;
2. Diagnostic Electrically Erasable Programmable Read-Only Memory ("EEPROM") Capability.
3. Support of Two (2) Communication Protocols (optional):
   i. Ethernet Connection;
   ii. Analog Phone Modem.
4. Wiring shall be encapsulated within a spilt corrugated type loom. Each wire end connection shall be machine crimped and numbered.

E. The HMI shall have twenty-two (22) adjustable system parameters secured by password protection. The HMI will provide display of all safety / fault shutdowns with a text read-out of up to three (3) potential causes for the fault / shutdown.

F. The compressor oil pressure shall be monitored by a pressure transmitter and digitally displayed on the HMI. The compressor shall shut down and a fault will be indicated on the HMI should the compressor's oil pressure drop below the factory preset value during operation. The oil pressure transmitter shall be by-passed during start-up to permit the oil pump to achieve the normal operating pressure.

G. The low oil pressure and final air pressure transmitters shall be equipped with sealed electrical connectors. The analog pressure sensors for oil pressure and final pressure shall have adjustable set point and dead-band through the HMI (password protected).

H. A temperature switch shall be supplied on the head of the final stage of compression. The compressor shall shutdown and a fault will be indicated on the HMI should the final stage temperature exceed the tamper-proof set point during operation.

I. Fault shut downs shall not affect the ability to fill SCBA cylinders from the storage system as long as there is sufficient pressure in the storage to fill them.

1.5 PURIFICATION SYSTEM.

A. The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI / CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

B. The high pressure purification chambers shall have a working pressure of 6000 PSIG. The purification system shall utilize replaceable cartridges. The purification system shall be designed so that the replacement of the cartridges can be accomplished without disconnecting system piping. The design of the chambers shall preclude the possibility of operating the system without cartridges installed or with improperly installed cartridges. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridges. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

C. The purification system shall include Bauer's patented Securus Electronic Moisture Monitor System. A sensor shall be located in the Securus purifier cartridge for direct monitoring of moisture levels. The Touch Screen Display shall indicate the status of the Securus cartridge. The Securus system shall warn the operator, in advance, of the impending expiration of the Securus cartridge via a scrolling text display message on the panel mounted operator / compressor interface. The compressor shall shut down automatically and the operator notified via audible alarm and scrolling text display message on the panel mounted operator / compressor interface should the operator fail to change the Securus cartridge within the warning period. The compressor shall not be capable of restarting until the used cartridge(s) are replaced with new ones. The moisture monitoring system shall be of a fail-safe design. Should the electrical contact between the display module and sensor be disconnected, an immediate fault shut down shall be affected. For absolute safety and highest quality breathing air, no manual override shall be supplied for the moisture monitor.

1.6 ELECTRIC CO MONITOR.

A. This compressor shall be equipped with an electronic solid state CO monitor meeting the requirements of NFPA 1989 / 2008 revision. The unit shall be wired to provide shut down and alarms in the event of high CO. A calibration kit with calibration gases shall also be supplied.

1.7 CASCADE FILL CONTROL / INSTRUMENT PANEL.

A. A steel instrument panel affixed with a non-glare Lexan overlay shall be installed on the front of the station. The overlay shall contain an embedded airflow schematic. The cascade fill control / instrument panel shall be hinged for easy maintenance and accessibility.

B. The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

C. All control panel mounted pressure gauges shall have a 2 ½" diameter and be liquid filled. A fluorescent light shall be factory installed above the panel to provide a glare-free illumination of the control panel. An on/off switch shall be integrated into the operator / compressor interface for the light.

1.8 REMOTE OUTLET.

A. A remote outlet with control valve, pressure gauge and hand-tight connections shall be supplied to facilitate the filling of remote devices, such as truck mounted storage cylinders.

1.9 AIR STORAGE.

A. The air storage system shall include four (4) receivers fabricated, tested and stamped in accordance to UN / ISO 9809-2 Codes. Each receiver shall have a capacity of 510.5 CF at 6000 PSIG. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate all four identical receivers. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a CGA 702 isolation valve and safety burst assembly.

1.10 CONTAINMENT FILL STATION.

A. The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA cylinders during the refilling process. Construction and design shall meet all applicable current NFPA requirements.

B. The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds (18 lbs.) of force to open or close the fill station door thereby eliminating operator fatigue.

C. Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

D. Three (3) fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter for 4500 PSI fills. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

1.11 TESTING AND PREPARATION FOR SHIPMENT.

A. The breathing air station shall be tested by the manufacturer prior to shipment.

B. A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

C. The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

1.12 INSTALLATION AND TRAINING.

A. The Frisco Fire Department desires a complete turnkey proposal. The vendor shall supply all necessary equipment to properly unload and install the new air system. Vendor shall also provide the forklift for unloading the equipment from the freight truck upon its arrival.

B. Training on proper use and care of the air system shall be provided for three (3) shifts.

1.13 DOCUMENTATION.

A. A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

B. The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

1.14 WARRANTY.

A. The entire air station shall be warranted free from defects in material and workmanship for a period of twenty four (24) months from date of start-up. Additionally the compressor block shall be warranted for a period of five years from date of start-up. The warranty shall not impose limitations on the station's accumulated operating hours during the warranty period.

1.15 DEALER RESPONSIBILITY.

A. The successful vendor shall be an authorized distributor of the product they are representing. Dealer shall maintain factory authorized inventories and certified technicians. Dealer response time to service requests shall be within forty-eight (48) hours of the request excluding weekends and holidays.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM
1311-017
Breathing Air Compressor Station for Frisco Fire Station No. 4
& Trade In Value for Existing Unit

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
1	Bauer Unicus III 13-H Unicus II Complete Integrated Stationary System per City of Frisco Specifications Including All Options Listed In The Specification	EA	1			
2	Trade In Value For Existing Unit, Eagle Air Compressor Model No. B320G3C5ES1 (Trade In Value To Be Deducted Off The Pricing Total For Item No. 1 Above	EA	1			
				Grand Total:		

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:_____

Title: _____Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

AGENDA ITEM #36.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **December 5. 2012**

Subject: **Consider and Act Upon Award of Bid 1311-018, All Terrain Patient Transport Vehicle to Carolina Custom Products, Inc.**

Action Requested: City Council award of bid 1311-018, All Terrain Patient Transport Vehicle to Carolina Custom Products, Inc. in the amount of $37,992.

Background Information: Purchasing solicited bid 1311-018, All Terrain Patient Transport Vehicle. Bids were received on 12/6/2012 from Carolina Custom Products and Siddons-Martin Emergency. Staff reviewed the bids received and is recommending award to the lowest responsible bidder, Carolina Custom Products. This award will allow for the purchase of an all terrain patient transport vehicle to be used by Fire Department personnel to transport patient at special events and off-road locations. This unit will replace an existing 1998 Kawasaki, Model No. KAF 620C.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award this bid at this time.

Financial Considerations: Funding is available through bond funding.

Legal Review: N/A

Supporting Documents: Department memo, bid tabulation and original bid.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

8601 GARY BURNS DRIVE
FRISCO, TEXAS 75034
TEL 972.292.6300 · FAX 972.292.6319
WWW.FRISCOFIRE.COM

Memorandum

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

Cc: **Todd Renshaw, Director of Public Safety**

From: **Lee Glover, Assistant Fire Chief**

Date: **December 3, 2012**

Subject: **Request for City Council consideration of award for City Competitive Sealed Bid No. 1311-018 and approval of a purchase order to Carolina Custom Products, Inc. for the purchase of one (1) All Terrain Patient Transport Vehicle for the Frisco Fire Department**

Attached for your review is a request for City Council consideration of award of City of Frisco Competitive Sealed Bid No. 1311-018 to Carolina Custom Products, Inc. of Union Grove, North Carolina in the amount of $37,992, and approval of a purchase order for the purchase of a replacement All Terrain Patient Transport Vehicle for the Frisco Fire Department. On December 6, 2012 at 2:00 P.M. the City opened two (2) bids that were responsive to the Terms and Conditions / Specifications outlined in the City's Request for Competitive Sealed Bids. The bids ranged from $37,992 to $45,542, with Carolina Custom Products, Inc. submitting the lowest bid.

Frisco Fire Department currently has one (1) All Terrain Patient Transport Vehicle in the fleet; this vehicle is utilized for emergency remote rescue, support at Special Events held within the City and the vehicle has the ability to access emergency incidents that occur in off-road locations (example being incident response within a construction site). The current All Terrain Patient Transport Vehicle is a 1998 Kawasaki, Model No. KAF 620C. The proposed replacement vehicle is a Kubota RTV1105-E2-UV. The vehicle and equipment is as specified per Frisco Fire Department Fleet Manager Barry Dixon. A trailer for the vehicle will be purchased separately and in conjunction with the City of Frisco purchasing policies.

Staff recommends that funding for the purchase order come from savings in the Frisco Fire Station No. 7 Project Budget; the account code for the purchase order is 33536000-79400-05152.

I respectfully request that this item be placed on the December 18, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or via email at LGlover@FriscoFire.com.

CITY OF FRISCO BID TABULATION
OPENED 12/6/12 2PM
BID NO. 1311-018
ALL TERRAIN PATIENT TRANSPORT VEHICLE FOR THE CITY OF FRISCO FIRE DEPARTMENT

CAROLINA CUSTOM PRODU(
WILKESBORO HWY
GROVE, NC 28689
704.592.5454
704.592.5052
swanner@carolinacustomprodu
ANGELA SWANNER

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost
1	All Terrain Patient Transport Vehicle Per City of Frisco Specifications. Bid Includes All Options Listed In The Specification	Each	1	$37,992.00	$37,992.00
				Grand Total:	$37,992.00

CTS, INC 6424 UNION PH FAX ıcts.com	SIDDONS-MARTIN EMERGENCY GROUP 3500 SHELBY LANE DENTON, TX 76207 PH 800.784.6806 FAX 281.442.0850 jdoran@siddons-martin.com JEFFREY A. DORAN

Delivery (in days)	Unit Cost	Extended Cost	Delivery (in days)
63 DAYS	$45,542.00	$45,542.00	120 DAYS
	Grand Total:	$45,542.00	

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1311-018

All Terrain Patient Transport Vehicle
for the City of Frisco Fire Department

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO DECEMBER 6, 2012 @2PM CST
NO LATE BIDS WILL BE ACCEPTED
ORIGINAL ON A CD OR FLASHDRIVE
AND TWO COPIES REQUIRED

~~~~~~

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR OF ADMINISTRATIVE SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO
Director or Administrative Svcs
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1311-018

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS TWO COPIES TO FACILITATE EVALUATION. IF TWO COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for an All Terrain Patient Transport Vehicle for the City of Frisco Fire Department.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by December 6, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on December 6, 2012 2:05 PM CST.

Write the competitive sealed bid number, name of bid, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a CD or Flashdrive and two (2) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by email to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

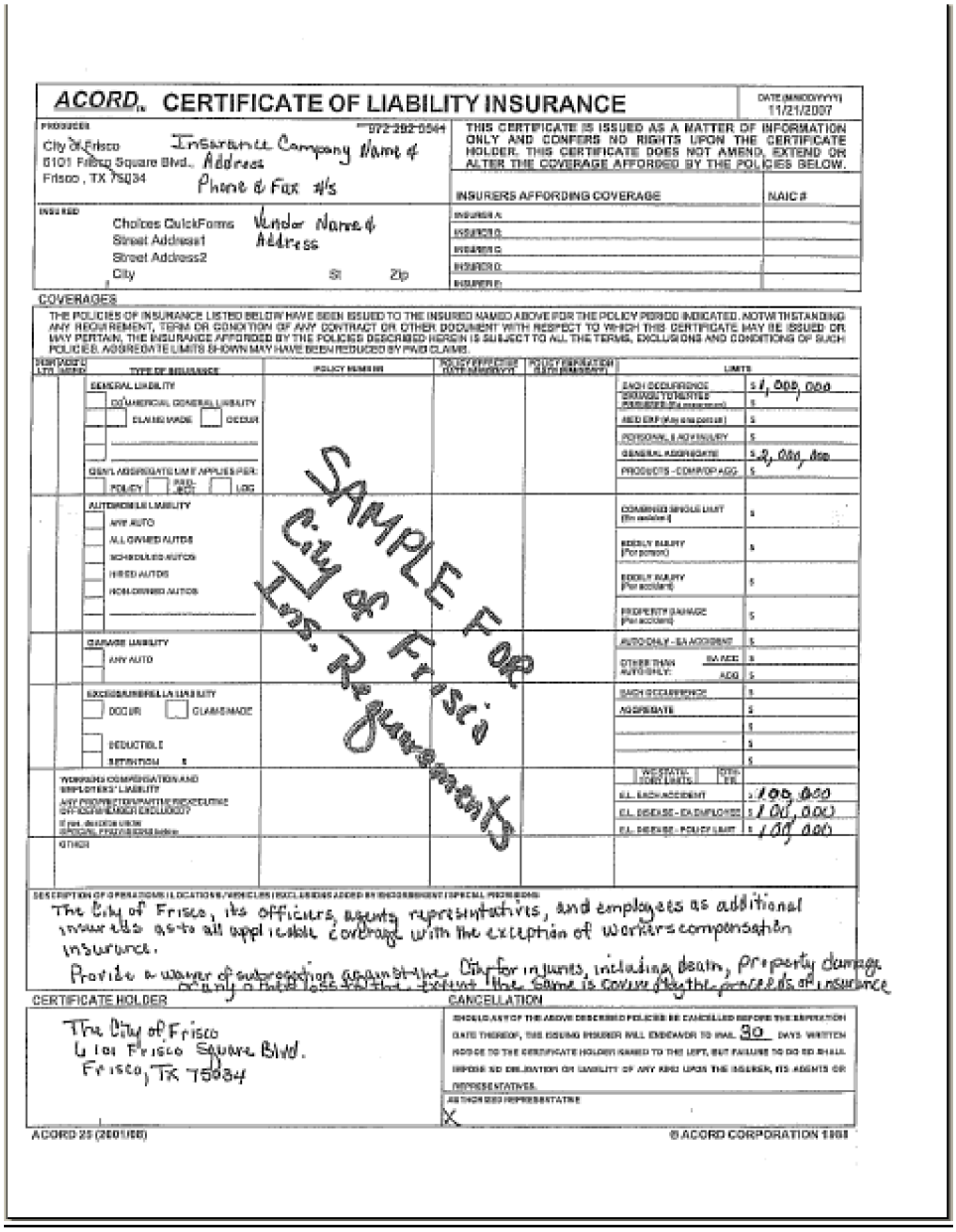
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate.

	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars (If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars



ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2007

PRODUCER
City Of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
Insurance Company Name &
Address
Phone & Fax #'s
***072-292-0544

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Choices QuickForms
Street Address1
Street Address2
City St Zip
Vendor Name &
Address

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR				EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ 100,000 E.L. DISEASE - EA EMPLOYEE $ 100,000 E.L. DISEASE - POLICY LIMIT $ 100,000
	OTHER				

SAMPLE FOR City of Frisco's Ins. Requirements

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents representatives, and employees as additional insureds as to all applicable coverage with the exception of Workers compensation insurance.

Provide a waiver of subrogation against the City for injuries, including death, property damage or any loss to the extent that the same is covered by the proceeds of insurance

CERTIFICATE HOLDER

The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
X

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
_____

If company is a partnership, list the partner's full legal name(s):
_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:
_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

Adopted 11/02/2005

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Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND TWO (2) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

SPECIFICATIONS
BID NO. 1311-018
FRISCO FIRE DEPARTMENT
ALL TERRAIN PATIENT TRANSPORT VEHICLE

1.0 GENERAL PROVISIONS.

A. **INTENT OF THE SPECIFICATION.** It will be the intent of this specification to cover the furnishing and delivery of a completed vehicle equipped as hereafter specified. The specification covers the general requirements as to the type of construction and test to which the vehicle conform together with certain details as to finish, equipment and appliances. Minor details which are not specified are left to the discretion of the CONTRACTOR, who will be solely responsible for the design and construction of all the features.

B. **QUALITY AND WORKMANSHIP.** The design of the vehicle will embody the latest approved automotive engineering practices. The workmanship will be of the highest quality. Construction will be rugged and ample safety factors will be provided to carry loads specified and to meet both on and off road requirements and speed conditions. Welding will not be employed in the assembly of the vehicle in any manner that will prevent the ready removal of any component part for service or repair. Accessibility of the various units and parts which require periodic maintenance, ease of operation and symmetrical proportions.

C. **APPROVAL DRAWINGS.** Prior to the construction of the vehicle, a detailed Computer Aided Design (CAD) drawing will be supplied to the OWNER for approval. The drawings will be signed by the OWNER'S Representative and returned to the CONTRACTOR within ten (10) business days of receipt.

D. **DELIVERY.**

i. The completed vehicle shall be shipped to the OWNER'S designated address as stated below:

Frisco Fire Department
Attention: Barry Dixon, Fleet Manager
8860 Tomlin Drive
Frisco, Texas 75034

ii. Packaging, shipping and freight charges are the sole responsibility of CONTRACTOR. CONTRACTOR is responsible for any damages to the vehicle and/or vehicle accessories during shipping.

E. **ACCEPTANCE AGREEMENT**. Prior to vehicle acceptance or shipping, CONTRACTOR shall submit to OWNER detailed color photos of the completed vehicle. OWNER'S Representative will provide written approval for the CONTRACTOR to ship the vehicle. OWNER'S Representative will also provide CONTRACTOR with written notice regarding the acceptance of the vehicle.

2.0 VEHICLE PROVISIONS.

A. **CHASSIS**. A Kubota RTV1105-E2-UV will be provided as further described in this specification.

B. **ENGINE**. Kubota 3Cyl 24.8 cu in Liquid Cooled Diesel OHV. 24.8 HP.

C. **ALTERNATOR**. 75 AMP Kubota factory mounted alternator.

D. **TRANSMISSION**. Variable Hydro Transmission (VHT). Rear differential lock.

E. **GEAR SELECTION**. Hi-Med-Low Range Forward, Neutral, Reverse.

F. **SPEED REQUIREMENT**. 25 MPH maximum speed.

G. **TIRES AND WHEELS**. Five (5) spoke alloy wheels shall be provided. Front and rear Heavy Duty Worksite Tires: front 25 x 10-12 6 ply; rear 25 x 10-12 6 ply.

H. **BRAKES**. Front / Rear Wet – Disc Brakes. Parking Rear Wheel / Hand Lever.

I. **STEERING**. Hydrostatic Power.

J. **SUSPENSION**. Front: Independent, Mac-Pherson strut type. Rear: Semi-Independent, Axle with leaf spring and shock absorbers.

3.0 CAB AND ACCESSORIES PROVISIONS.

A. **GENERAL**. Kubota steel cab enclosure shall be provided on the front seating section of the chassis. The steel cab shall have a glass windshield and steel removable doors with sliding windows on driver and passenger doors.

B. **WINDSHIELD WIPER**. An electric windshield wiper kit will be installed on both driver and passenger side. The wiper will be controlled by individual switches integral to the unit.

C. **REAR VIEW MIRRORS**. Exterior cab mounted rear view mirrors shall be provided, one (1) mirror on each side.

D. **AIR CONDITIONER**. An air conditioning system shall be provided in the Kubota cab. The system shall be a Kubota factory mounted system.

E. **HEATER**. A cab heater system shall be provided. The system shall be a Kubota factory mounted system.

F. **CAB WALL PARTITION**. A partition wall behind the front cab seat shall be provided. The wall will section off the front transport area from the rear transport area. The wall shall have a sliding glass window to provide visibility and communication between the cab and the transport areas.

G. **WORK LIGHT**. A rear cab work light shall be provided.

H. **GLOVE BOX**. A glove box storage compartment shall be provided mounted on the passenger side dash board.

I. **BACK UP ALARM**. A backup alarm shall be provided. It shall automatically activate when the vehicle is shifted into reverse.

J. **BRAKE / TAIL / TURN LIGHTING**. LED Brake / Tail / Turn lights shall be provided at the rear of the vehicle.

K. **REVERSE LIGHTS**. Two (2) LED reverse lights shall be provided at the rear of the vehicle.

L. **EMERGENCY LIGHTING**.

i. One (1) Whelen Mini Ultra Freedom Model FT8RRRRP include front inboard module FTDRCCR shall be provided.

ii. Four (4) Whelen ION Lights Model WIONSMCR lights, two (2) mounted at the rear lower section of the body and two (2) mounted on the left and right side of the transport body.

M. **SIREN / PA SWITCH PANEL.**

i. A Whelen Model 295SLSA6 siren with lighting switch panel control mounted in the cab.

ii. One (1) Whelen SA315P Siren Speaker mounted to the front of the cab.

N. **EMT RESCUE BODY.**

i. The body shall be constructed of formed 5052-H32 .125 Aluminum. The body will be mounted on a sub frame assembly and attached to the chassis frame. The body shall have twenty-four foot (24') of bed space with provisions for an ambulance cot.

ii. All body structure and panels shall be powder coated white for resilient and durability with the exception on aluminum tread bright tread plate.

iii. Stainless steel hardware and hinges shall be used to prevent corrosion.

O. **STORAGE.** A 10 cubic ft storage compartment shall be provided on the driver's side. Compartment must be constructed out of smooth aluminum with a fold down hinge door with a minimum of two (2) 'D' Ring latches and gasket to prevent moisture from entering the compartment. LED lights shall be provided inside the compartment and activated by a door switch or switch panel in the cab.

P. **ATTENDANT SEATING.** Attendant seating for two (2) with padded seat with seat backs shall be provided on the driver side of body. Individual seat belts shall be provided at each attendants seating position.

Q. **REAR STEP.** A rear step shall be provided with grab rail and lighting.

R. **COT MOUNTING SYSTEM.** A cot mounting system shall be provided for a customer provided Stryker Power Pro XT, Model No. 6506. The mounting system shall be mounted to the body floor with Stryker factory floor mounts and correctly rated hardware.

S. **OXYGEN BOTTLE MOUNT.** A single oxygen bottle holder shall be provided to accept a 'D' Bottle. Mounted to the forward wall with stainless steel hardware.

T. **PATIENT AREA CANOPY COVER**. A white one (1) piece canvas canopy shall be provided with roll up sides and rear cover. The sides and rear flap shall have clear windows. The canopy flaps shall have snaps or twist locks to hold flaps when they are in the down position. The canopy support structure shall be constructed out of aluminum tubing and powder coated white to match body color.

U. **PATIENT COMPARTMENT LIGHTING**. Two (2) LED overhead dome lights with switches shall be provided in the patient compartment.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM
1311-018
All Terrain Patient Transport Vehicle
for the City of Frisco Fire Department

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
1	All Terrain Patient Transport Vehicle Per City of Frisco Specifications. Bid Includes All Options Listed In The Specification	Each	1			
				Grand Total:		

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:_____

Title: _____Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

AGENDA ITEM #37.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **December 10, 2012**

Subject: **Consider and Act Upon Award of Reverse Auction RFP #1311-013, Stop Loss Insurance, to Everest Reinsurance Company, and Approval Authorizing the City Manager to Execute a Renewal Agreement for these Services**

Action Requested: City Council award of Reverse Auction RFP #1211-020, Stop Loss Insurance, to Everest Reinsurance Company, and approval authorizing the City Manager to execute a renewal agreement for these services.

Background Information: The City of Frisco, through its contracted insurance consultant Holmes Murphy, contracted with Insurance Brokerage Exchange (IBX) to conduct a reverse auction for the City's stop loss insurance coverage. IBX received proposals from renewal from current provider AmWins-Everest Re and proposals from Zurich, UHC, IISI, AmWins-Symetra, AmWins-Westport, AmWins-Highmark, American Alternative, Berkley, ING, IHC, Highmark-Direct, and Fidelity Security in this process. In a reverse auction perspective bidders bid against each other to determine who can provide this coverage at the lowest cost to the City. Bidding is done electronically and only the lowest bid price is known as the bidders continue to bid their cost. Bidders do not know who they are bidding against. IBX and Holmes Murphy then compare the lowest bids submitted and evaluate those companies to determine the best value to the City. Staff is recommending Everest Reinsurance Company as the best value to the City. Everest Reinsurance Company was also the current provider of stop loss coverage.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award at this time.

Financial Considerations: Funding is available through Human Resources operational budget.

Legal Review: Courtney Kuykendall of Abernathy, Roeder, Boyd & Joplin has reviewed the renewal agreement and approved as to form.

Supporting Documents: Department memo, evaluation summary and renewal letter. Exhibits to these agreements may require legal confidentiality review prior to public release. Exhibits may be made available upon request.

HUMAN RESOURCES DEPARTMENT

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 4TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5000 · FAX 972.292.5229
WWW.FRISCOTEXAS.GOV

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

From: **Lauren Safranek, Director of Human Resources**

Date: **December 7, 2012**

Subject: **Recommendation for RFP 1211- 013– Stop Loss Insurance**

Stop loss is usually bid and awarded annually later in the plan year to allow for insurance companies to evaluate the most recent claim history and provide the best rate. This year, the City's insurance consult, Holmes Murphy, utilized IBX to conduct an on-line reverse auction. An on-line reverse auction opens the bid process nationally to interested carriers. Through this process, multiple sellers compete to provide the stop loss services for the City and the prices decrease over the auction time frame. The City, in conjunction with Holmes Murphy, can then evaluate bids to determine the best company to meet the needs of the City.

Stop loss insurance provides a safety net for the total risk the City could incur for the medical and prescription expenses of the City's self insured plans. The recommended stop loss policy provides for 24/12 coverage. This means that expenses incurred in 24 months (2012 and 2013) and paid in 2013 are used to determine if the stop loss insurance should pay. Under the policy recommended, the maximum liability for the City for one person in 24 months would be $150,000. For example, if an employee's expenses incurred in 2012 and/ or 2013 and paid in 2013 were $200,000, the City would be responsible for $150,000. The recommended policy also provides for a minimum aggregate liability of $10,026,216.00. Therefore, if the total medical and prescription expenses for 2013 were to exceed $10,026,216.00, the stop loss insurance would pay for up to $1 million in additional medical and prescription claims incurred and paid for during the balance of 2013. The minimum aggregate liability is 125% of expected claims for the years as determined by the stop loss insurance provider based on the City's claims history. Due to the improved performance of the City's insurance plan for 2012, the minimum aggregate liability projected by Everest Re for 2013 decreased $2,361,207.

In response to the RFP, the City received a stop loss renewal from current provider AmWins-Everest Re and proposals from Zurich, UHC, IISI, AmWins-Symetra, AmWins-Westport, AmWins-Highmark, American Alternative, Berkley, ING, IHC, Highmark-Direct, and Fidelity Security (see attached Stop Loss RFP Final Results). The recommendation is to award the stop loss contract for 2013 to the City's current stop loss provider AmWins- Everest Re based on cost, minimum aggregate liability, and completion of RFP plan specifications. Total premium expense for 2013

with Everest Re will decrease from $566,014 for 2012 to $544,038 for 2013. This is a 3.93% decrease from current premiums. It should be noted that IISI's premiums for 2013 were bid at $516,119 - $27,919 annually less than Everest Re. However, IISI's bid specified the minimum aggregate liability at $12,340,640 ($2,314,424 over Everest Re's minimum aggregate liability) and was non-responsive to most of the Additional RFP Questions and therefore many specifics regarding the administration of the stop loss policy are unknown. For these reasons, the recommendation is to award the stop loss bid to AmWin-Everest Re over IISI (see attached 2013 Stop Loss Marketing Recommendation memo from Holmes Murphy).

Since Everest Re is the current stop loss provider, the current contract would only need to be amended with the new end date of 12/31/2013. The amendment is attached.

Thank you for your assistance with this process. If there are any questions, please feel free to contact me.

City of Frisco - Stop Loss 2013 RFP

Marketing Results

	Zurich
Intend to Bid - Specific Stop Loss	I intend to Bid
Intend to Bid - Aggregate Stop Loss	I Intend to Bid
Specific Stop Loss	
Number of eligible lives	786
Contract Type - 24/12	Confirm
Specific Deductible - $150,000	Confirm
Coverages Included - Medical/Rx	Confirm
Annual Maximum - Unlimited	Confirm
Lifetime Maximum - Unlimited	Confirm
Retirees Less Than 65 years of Age - Covered/Included	Confirm
Aggregate Stop Loss	
Contract Basis - 24/12	Confirm
Coverages Included - Medical/Rx	Confirm
Aggregate Corridor - 125%	Confirm
Annual Maximum - $1,000,000	Confirm
Compensation	
SPECIFIC & AGGREGATE STOP LOSS **Total Compensation - 2% Commission** **Holmes Murphy - 0%** **IBX - 2%**	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.
Additional RFP Questions	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	Confirm
Please confirm you are authorized to do business in the State of Texas.	Confirm
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	Confirm

Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	Confirm
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	Non-Confirm
Please confirm you will cover all retirees eligible for plan.	Confirm
Please confirm you will accept electronic eligibility.	Confirm
Please confirm you will waive the actively-at-work requirement.	Confirm
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	Please Select
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	Confirm
Please confirm your willingness to offer a 45 Day Lock.	Confirm
Please provide your Home Office address and phone number.	PO box 1596 Helotes, Tx 78023 (210) 549-4034
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	Stephanie Davis Chtata
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	A+

Please indicate where the ISL and/or ASL claims will be processed.	Zurich North American 58 South Service Rd, Suite 300 Melville, NY 11747 866-841-9305
Please indicate the normal processing time for an ISL claim.	10 days
Please indicate the normal processing time for an ASL claim.	30 days
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	Deviate - Please complete Deviations Spreadsheet
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	No
Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	Deviate - Please complete Deviations Spreadsheet
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	Confirm

Please indicate your monthly reporting requirements.	See Claims Guide
Please confirm you will accept receipt of monthly communication via a secured website.	Confirm
Please indicate if your stop loss policy includes insolvency coverage as outlined here - **The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.**	Deviate - Please complete Deviations Spreadsheet
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	Confirm
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	Confirm
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	-
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	-
Proposal valid for:	60 days

United Healthcare	IISI	AmWins (all bids)	American Alternative
I intend to Bid	I intend to Bid	I intend to Bid	I intend to Bid
I Intend to Bid	I Intend to Bid	I Intend to Bid	I Intend to Bid
776	786	781	786
Non-Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Non-Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.
Confirm	Please Select	Please Select	Confirm
Confirm	Please Select	Confirm	Confirm
Confirm	Please Select	Non-Confirm	Confirm

Non-Confirm	Please Select	Non-Confirm	Confirm
Confirm	Please Select	Non-Confirm	Non-Confirm
Confirm	Please Select	Confirm	Confirm
Confirm	Please Select	Non-Confirm	Confirm
Confirm	Please Select	Confirm	Confirm
Confirm	Please Select	Non-Confirm	Non-Confirm
Confirm	Please Select	Confirm	Confirm
Confirm	Deviate - Please complete Deviations Spreadsheet	Confirm	Confirm
UnitedHealth Group Incorporated has its registered and principal executive offices at UnitedHealth Group Center, 9900 Bren Road East, Minnetonka, MN 55343. UnitedHealth Groupâs telephone number is (952) 936-1300 or (800) 328-5979.	-	6575 West Loop South, suite 230 Bellaire, TX 77401	SA Benefit Services, LLC po Box 1596 Helotes, Tx 78023 (210-549-4034
Shannan Gulbis; Strategic Account Executive; 5800 Granite Parkway, Suite 700, Plano, TX, 75024; (469) 633-8528; shannan_gulbis@uhc.com.	-	Raquel McLellan	Stephanie Davis Chtata
Our stop loss insurance is underwritten by UnitedHealthcare Insurance Company (UHIC), a subsidiary of UnitedHealth Group. Our financial ratings are as follows: A.M. Best A; Standard & Poor's: A+; and Moody's: A1.	-	A	A+

Our stop loss unit is located in Hartford, Connecticut. Our stop loss claims are processed through an automated system connected to the medical claim administration system. As such, there is no need for a stop loss claim facility.	-	UHC office for the region that the City of Frisco is in	555 College Rd East Princeton, NJ 08543 609-243-4200
We do not track the average turnaround time, but our systems allow payments to be automatically and immediately credited to your bank account when the ISL level is exceeded. The ISL accumulation is updated daily to provide immediate reimbursement.	-	From the date of the receipt of a clean claim (no additional data required), 7-10 business days. If additional data is required, it will be that turnaround time from the date the data is received.	20 days
We do not track the average turnaround time, but our systems allow payments to be automatically credited to your account when the ASL attachment point is exceeded. Reimbursement occurs when the attachment point is reached and the account caps out.	-	Depends on receipt of audit data requested - as this is a UHC group, the standard turnaround time is tempered by the ability to receive information, though the possibility for ASL claims are very low.	30 days
Confirm	Confirm	Confirm	Deviate - Please complete Deviations Spreadsheet
No	Please Select	Please Select	No
Confirm	Confirm	Confirm	Deviate - Please complete Deviations Spreadsheet
Confirm	Please Select	Deviate - Please complete Deviations Spreadsheet	Confirm

Our stop loss quotation is contingent upon our administration of the underlying medical plan. As your stop loss underwriter, we will have all the medical claim information needed to process stop loss claims accurately and immediately.	-	Monthly spec, paid claims and enrollment required each month - will accept UHC standard reporting schedule and will request detail reports for those individuals that have exceeded the ISL once the 50% report summary arrives.	claims gude will be provided
Confirm	Please Select	Confirm	Confirm
Deviate - Please complete Deviations Spreadsheet	Please Select	Deviate - Please complete Deviations Spreadsheet	Deviate - Please complete Deviations Spreadsheet
Confirm	Please Select	Confirm	Confirm
Confirm	Please Select	Confirm	Confirm
Not applicable	-	n/a	-
Not applicable	-	AmWINS will file/track Stop Loss claims based on the standard reporting package available from UHC. We also ensure the carrier receives the monthly notifications, review the Plan Document to the Policy, and assist with premium remittance.	-
90 days	30 days	Please Select	60 days

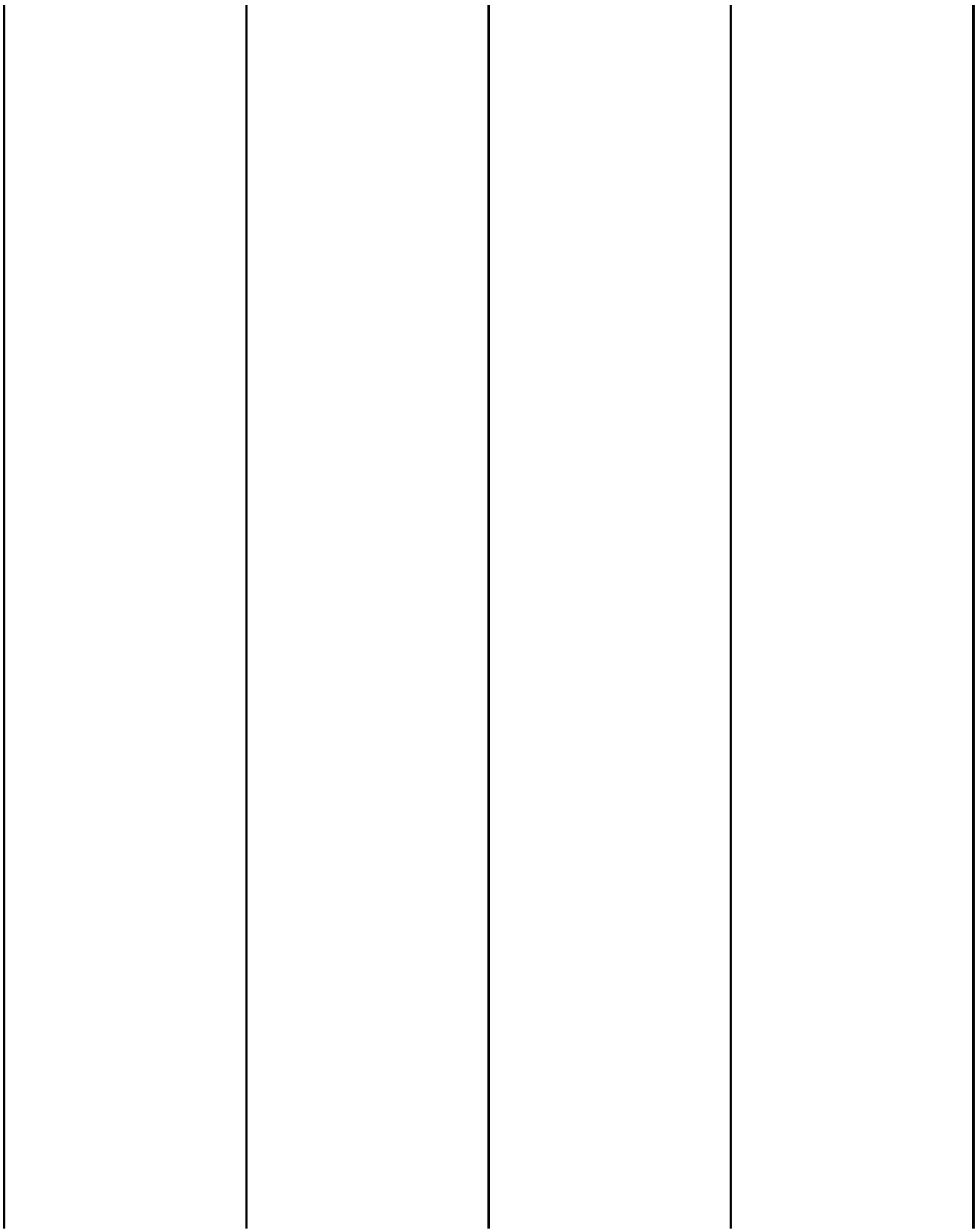
Berkley	Highmark	ING	Fidelity Security
I intend to Bid	I intend to Bid	I intend to Bid	I intend to Bid
I Intend to Bid	I Intend to Bid	I Intend to Bid	I Intend to Bid
787	786	781	786
Confirm	Confirm	Confirm	Confirm
Confirm	Confirm	Confirm	Confirm
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I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.	I confirm I have quoted the total compensation as outlined above and am aware of the split/arrangement between IBX and the Advisor firm referenced.
-	Non-Confirm	Confirm	Confirm
-	Confirm	Confirm	Confirm
-	Non-Confirm	Confirm	Confirm

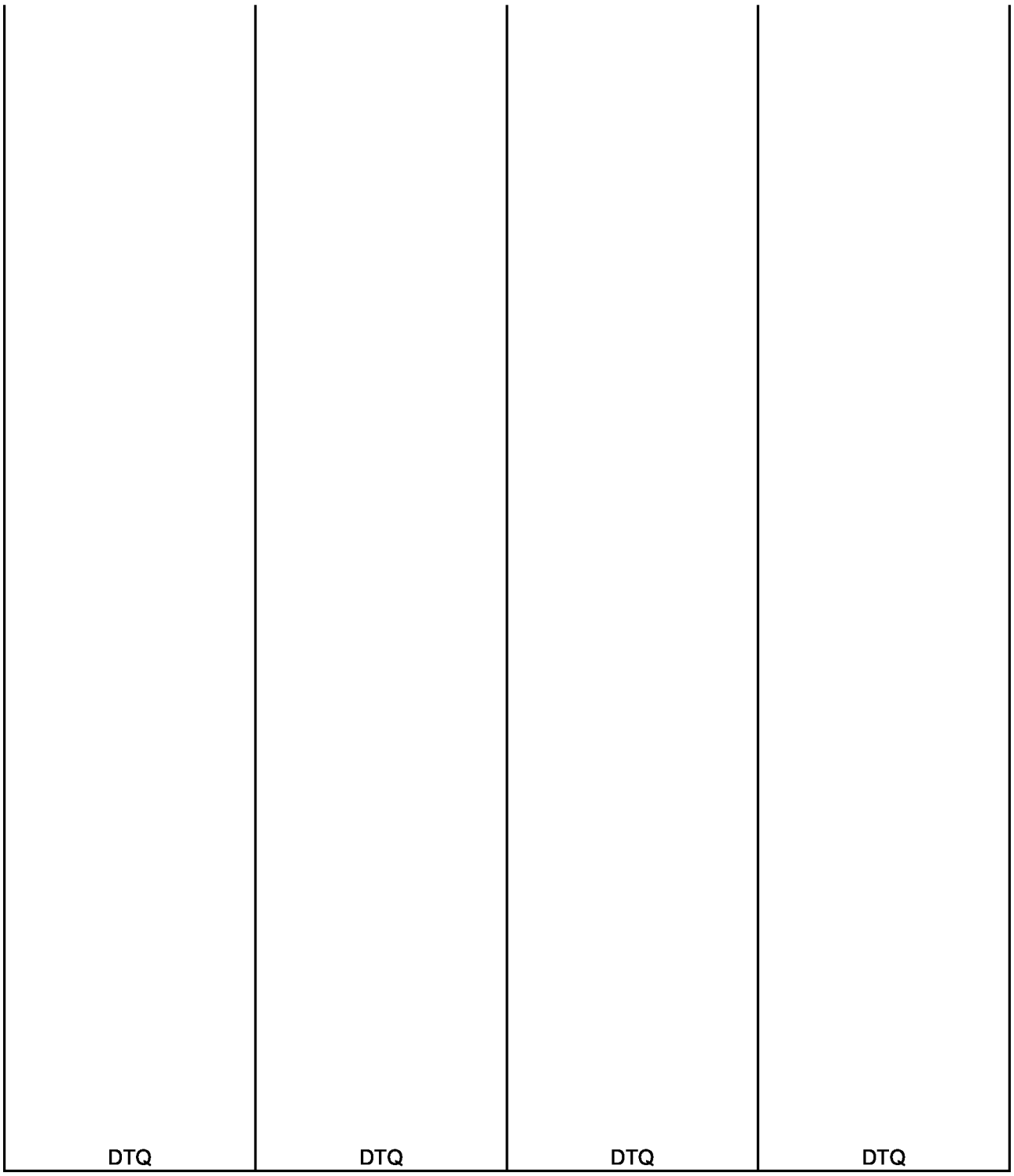
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-	Non-Confirm	Confirm	Confirm
-	-	20 Washington Ave South, Minneapolis, MN 55401	SABS PO Box 1596 Helotes, TX 210-549-4034
-	-	Chris Gilbert, (214) 477-7770	Stephanie Chtata
-	-	A.M. Best: A Excellent, Standard & Poor	A-

-	-	ING Employee Benefits home office is in Minneapolis, MN.	8403 Colesville Rd Silver Springs
-	-	IER claims will be paid, pended for additional information or denied within 30 business days.	30 days
-	-	AER claims will be paid, pended for additional information or denied within 3 months.	30 days
-	Please Select	Confirm	Confirm
-	Please Select	Yes	No
-	Please Select	Confirm	Confirm
-	Please Select	Confirm	Confirm

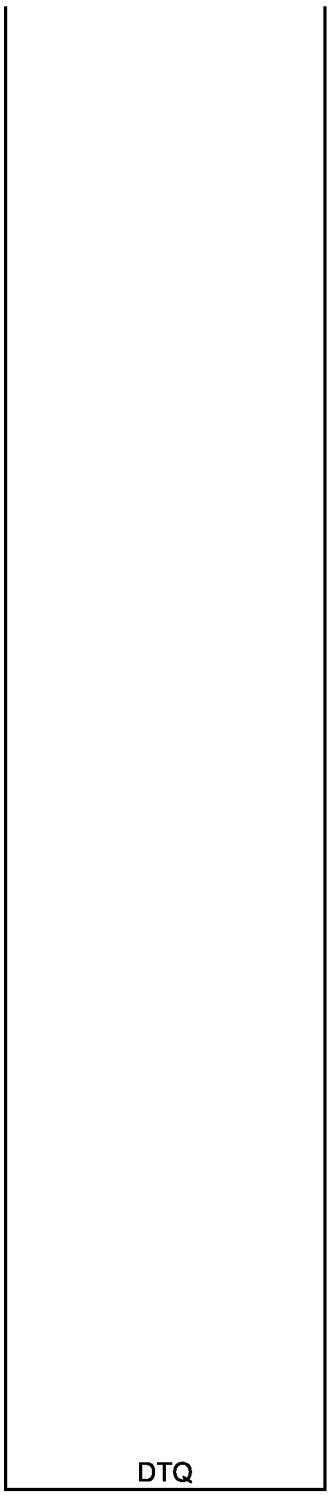
-	-	On a monthly basis, ING needs an aggregate claims paid and enrollment report as well as a 50% notification report for any claimant at or exceeding 50% of the aggregate deductible.	see claims guide attached
-	Please Select	Confirm	Confirm
-	Please Select	Confirm	Deviate - Please complete Deviat
-	Please Select	Confirm	Confirm
-	Please Select	Confirm	Confirm
-	-	ING is not offering Single/Family Agg Factors - please see the Proposal for the composite.	
-	-	Please review our Proposal.	
-	Please Select	60 days	60 days

IMG Stop Loss	Optum	Indigo Insurance Services	IAT
Decline to Quote - Other	Decline to Quote - Uncompetitive	Decline to Quote - Uncompetitive	Decline to Quote
Decline to Quote - Other	Decline to Quote - Uncompetitive	Decline to Quote - Uncompetitive	Decline to Quote




DTQ
DTQ
DTQ
DTQ

Beacon Risk Strategies
Decline to Quote - Uncompetitive
Decline to Quote - Uncompetitive


DTQ

City of Frisco - Stop Loss 2013 RFP

Marketing Results

	In Force AmWins - Everest Re	Renewal AmWins - Everest Re
Aggregate Attachment Factor		
Volume	786	786
Monthly Factors	**$1,313.34**	**$1,152.44**
Annual Attachment Point	$12,387,423	$10,869,814
Percentage Difference (+ / -)		**-12.25%**
$ Savings (+ / -)		**($1,517,609)**

ASL Rate		
Volume	786	786
Rate - PEPM	**$3.98**	**$3.98**
Annual Premium	$37,539	$37,539
Percentage Difference (+ / -)		**0.00%**
Savings		**$0**

Specific Rate- $150,000 Deductible (24/12 contract)		
Volume	786	786
Rate - PEPM	**$56.03**	**$56.03**
Annual Premium	$528,475	$528,475
Percentage Difference (+ / -)		**0.00%**
Savings		**$0**
Overall Premium Costs	**$566,014**	**$566,014**
ASL/ISL - Overall Percentage Difference (+ / -)		**0.00%**
ASL/ISL Overall Dollars Difference (+ / -)	**$566,014**	**$0**

Maximum Plan Costs (Attachment Point + Premiums)	**$12,953,437**	**$11,435,828**

BAFO Renewal AmWins - Everest Re	Zurich	UnitedHealthcare	IISI
786	786	786	786
$1,063.00	**$1,236.78**	**$1,114.19**	**$1,308.38**
$10,026,216	$11,665,309	$10,509,040	$12,340,640
-19.06%	**-5.83%**	**-15.16%**	**-0.38%**
($2,361,207)	**($722,114)**	**($1,878,383)**	**($46,783)**

786	786	786	786
$3.85	**$2.79**	**$4.36**	**$2.05**
$36,313	$26,315	$41,124	$19,336
-3.27%	**-29.90%**	**9.55%**	**-48.49%**
($1,226)	**($11,224)**	**$3,584**	**($18,204)**

786	786	786	786
$53.83	**$63.58**	**$72.48**	**$52.67**
$507,725	$599,687	$683,631	$496,783
-3.93%	**13.47%**	**29.36%**	**-6.00%**
$20,750	**($71,212)**	**($155,156)**	**$31,692**
$544,038	**$626,002**	**$724,755**	**$516,119**
-3.88%	**10.60%**	**28.05%**	**-8.82%**
($21,977)	**$59,988**	**$158,741**	**($49,895)**

$10,570,254	**$12,291,311**	**$11,233,795**	**$12,856,759**

AmWins - Symetra	AmWins - Westport	AmWins - Highmark	American Alternative
786	786	786	786
$1,313.34	**$1,207.11**	**$1,306.68**	**$1,254.88**
$12,387,423	$11,385,462	$12,324,606	$11,836,028
0.00%	**-8.09%**	**-0.51%**	**-4.45%**
($0)	**($1,001,961)**	**($62,817)**	**($551,395)**

786	786	786	786
$3.20	**$2.92**	**$4.08**	**$4.23**
$30,182	$27,541	$38,483	$39,897
-19.60%	**-26.63%**	**2.51%**	**6.28%**
($7,357)	**($9,998)**	**$943**	**$2,358**

786	786	786	786
$58.65	**$62.07**	**$56.09**	**$64.60**
$553,187	$585,444	$529,041	$609,307
4.68%	**10.78%**	**0.11%**	**15.30%**
($24,712)	**($56,969)**	**($566)**	**($80,832)**
$583,369	**$612,986**	**$567,523**	**$649,205**
3.07%	**8.30%**	**0.27%**	**14.70%**
$17,355	**$46,971**	**$1,509**	**$83,190**

$12,970,792	**$11,998,447**	**$12,892,129**	**$12,485,233**

Berkley	ING	IHC	Highmark - Direct
786	786	786	786
$1,046.32	**$1,181.93**	**$1,251.12**	**$1,395.33**
$9,868,890	$11,147,964	$11,800,564	$13,160,753
-20.33%	**-10.01%**	**-4.74%**	**6.24%**
($2,518,533)	**($1,239,459)**	**($586,859)**	**$773,330**

786	786	786	786
$1.60	**$3.20**	**$4.57**	**$3.98**
$15,091	$30,182	$43,104	$37,539
-59.80%	**-19.60%**	**14.82%**	**0.00%**
($22,448)	**($7,357)**	**$5,565**	**$0**

786	786	786	786
$63.14	**$72.61**	**$64.39**	**$51.99**
$595,536	$684,858	$607,326	$490,370
12.69%	**29.59%**	**14.92%**	**-7.21%**
($67,062)	**($156,383)**	**($78,852)**	**$38,105**
$610,628	**$715,040**	**$650,431**	**$527,909**
7.88%	**26.33%**	**14.91%**	**-6.73%**
$44,613	**$149,026**	**$84,416**	**($38,105)**

$10,479,518	**$11,863,004**	**$12,450,995**	**$13,688,662**

Fidelity Security
786
$1,365.71
$12,881,377
3.99%
$493,954

786
$2.87
$27,070
-27.89%
($10,470)

786
$59.83
$564,317
6.78%
($35,842)
$591,386
4.48%
$25,372

$13,472,763

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	American Alternative
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	
Coverages Included - Medical/Rx	

Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	Final disclosure will be required. See contingencies for American Alternati

Please confirm you will cover all retirees eligible for plan.	
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	I Sample policy will be provided during secondary phase
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	
11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	
Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	I Sample policy will be provided during secondary phase
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	

Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	A claims guide will be provided during secondary phase
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	A claims guide will be provided during secondary phase
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	I Sample policy will be provided during secondary phase
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	
Proposal valid for:	

ve quote.

Deviations Spreadsheet for City of Frisco -

Please use this spreadsheet to provide information on any plan provision or marketing question th

9.0 Carrier Confirmation of Plan Design
9.1 Specific Stop Loss
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.
Number of eligible lives
Contract Type - 24/12
Specific Deductible - $150,000
Coverages Included - Medical/Rx
Annual Maximum - Unlimited
Lifetime Maximum - Unlimited
Retirees Less Than 65 years of Age - Covered/Included
9.2 Aggregate Stop Loss Plan Design
Contract Basis - 24/12
Coverages Included - Medical/Rx
Aggregate Corridor - 125%
Annual Maximum - $1,000,000
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**
10.1 Stop Loss
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%
11.0 Marketing Requirements/Questions
11.1 Overall Requirements - Please confirm your adherence to the following requirements.
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.
Please confirm you are authorized to do business in the State of Texas.
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.
Please confirm you will cover all retirees eligible for plan.
Please confirm you will accept electronic eligibility.
Please confirm you will waive the actively-at-work requirement.
Please confirm you will Accept Medical Benefit coverage's and exclusions in full
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.
11.2 Marketing Questions
Please confirm your willingness to offer a 45 Day Lock.

Please provide your Home Office address and phone number.
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.
Please indicate where the ISL and/or ASL claims will be processed.
Please indicate the normal processing time for an ISL claim.
Please indicate the normal processing time for an ASL claim.
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?
Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.
Please indicate your monthly reporting requirements.
Please confirm you will accept receipt of monthly communication via a secured website.
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.
12.0 Quote Assumptions
12.1 Please provide any other relevant information pursuant to your offer.
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).
Proposal valid for:

Stop Loss 2013 RFP

ıat you indicate Non-Confirm or Deviate as your answer.

Carrier Name: Everest Reinsurance Company
Carrier Explanation of Deviation
Carrier Explanation of Deviation
Carrier Explanation of Deviation
Carrier Explanation of Deviation
The plan document governs eligibility not the Stop Loss Policy
The plan document governs eligibility not the Stop Loss Policy
Will be waived upon approval of disclosure data.
Please see policy exclusions and definitions in proposal.

A+
Depends on who is requesting the origination of the audit. If it is still with the TPA, the paid date would be outside the contract. If the carrier requested it, the carrier covers it under the policy year in which the Spec Claim was filed.
Valid for fifteen days following the proposed effective date of coverage.

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	Carrier Name: Symetra Life Insurance Company
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	
Coverages Included - Medical/Rx	
Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	The plan document governs eligibility not the Stop Loss Policy
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	The plan document governs eligibility not the Stop Loss Policy
Please confirm you will cover all retirees eligible for plan.	
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	Will be waived upon approval of disclosure data.
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	Please see policy exclusions and definitions in proposal.
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	
11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	
Please provide your Home Office address and phone number.	

Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	A
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	Depends on who is requesting the origination of the audit. If it is still with the TPA, the paid date would be outside the contract. If the carrier requested it, the carrier covers it under the policy year in which the Spec Claim was filed.
Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	
Proposal valid for:	Valid for fifteen days following the proposed effective date of coverage.

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	Carrier Name:
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	
Coverages Included - Medical/Rx	

Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	Please see proposal qualification of our quote
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	

Please confirm you will cover all retirees eligible for plan.	
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	
11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	Please see proposal qualification of our quote
Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	

Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	
Proposal valid for:	

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	Carrier Name: ING
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	
Coverages Included - Medical/Rx	

Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	ll claimants will be covered according to the underlying medical plan document assuming the disclosure information we reviewed was complete and included all eligible plan participants.
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	

Please confirm you will cover all retirees eligible for plan.	Confirmed; as long as all retirees were included in the census and disclosure reporting.
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	
11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	
Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	

Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	Confirmed; as long as claims are adjudicated and funded per the underlying medical plan document. ING does not offer any special coverages for claims which are not funded whether solvent or insolvent.
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	ING is not offering Single/Family Agg Factors - please see the Proposal for the composite.
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	
Proposal valid for:	

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	Carrier Name: UnitedHealthcare
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	Deviate from this contract type as being the current medical provider it is difficult to accurately designate previous claims with the current stop loss carrier and introduces element of error in the process. Proposing a Paid in 12 contract.
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	Deviate from this contract type as operating as the current medical provider it is difficult to accurately designate previous claims with the current stop loss carrier and introduces element of error in the process. Proposing a Paid in 12 contract.

Coverages Included - Medical/Rx	
Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	

Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	Not confirmed. Our stop loss policy will cover all individuals, regardless of their actively-at-work, non-confinement or pre-existing conditions status, subject to full disclosure on certain individuals. We require disclosure of claim information on: > Any employee, dependent, retiree or COBRA beneficiary who had claims that exceeded 50 percent of the quoted individual stop loss (ISL) deductible during the 12-month period preceding the requested effective date > Any employee who is away from work, or who is expected to be away from work, due to disability on the effective date > Any dependent, retiree or COBRA beneficiary who is disabled, or who is expected to be so disabled, on the effective date Based upon this disclosure, certain individuals may be excluded from coverage or assigned a higher ISL level than the remainder of the group. This disclosure requirement applies only on the original effective date of the plan; it does not apply to new enrollees into the plan after the effective date. With regard to limitations and exclusions, our stop loss policy relies on the summary plan description (SPD) for coverage determinations, but does include certain limitations. For details on our standard exclusions, please refer to the general exclusions section of the stop loss policy included in this proposal. Coverage for any item not specifically addressed by our stop loss policy is
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	
Please confirm you will cover all retirees eligible for plan.	
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	

11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	
Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	Claims submitted but not paid as of the termination date are excluded from coverage under the stop loss contract. This includes scenarios in which a claim is not paid due to audit. However, it is important to note that, under our medical plan, hospital bill audits are performed post-payment, so there is no impact to claim turnaround time. We do offer a terminal liability arrangement to protect against losses from claims submitted but not paid as of the termination date. A terminal liability arrangement must be purchased either at contract issuance or at any renewal and allows for continuance of the stop loss contract to cover claims paid within the first three months following contract termination. Terminal liability protection is only available if we administer the run-out claims.

Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	Our standard policy for ISL and ASL includes the following insolvency provision: INSOLVENCY Nothing in this Policy shall either relieve an insolvent or bankrupt Policyholder from the obligation to pay premiums when due or delay or abate cancellation of this Policy for failure to do so. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder or the Policyholder's Administrator will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Plan.
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	

Proposal valid for:

Deviations Spreadsheet for City of Frisco - Stop Loss 2013 RFP

Please use this spreadsheet to provide information on any plan provision or marketing question that you indicate Non-Confirm or Deviate as your answer.

9.0 Carrier Confirmation of Plan Design	Zurich
9.1 Specific Stop Loss	**Carrier Explanation of Deviation**
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.	
Number of eligible lives	
Contract Type - 24/12	
Specific Deductible - $150,000	
Coverages Included - Medical/Rx	
Annual Maximum - Unlimited	
Lifetime Maximum - Unlimited	
Retirees Less Than 65 years of Age - Covered/Included	
9.2 Aggregate Stop Loss Plan Design	**Carrier Explanation of Deviation**
Contract Basis - 24/12	
Coverages Included - Medical/Rx	

Aggregate Corridor - 125%	
Annual Maximum - $1,000,000	
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**	**Carrier Explanation of Deviation**
10.1 Stop Loss	
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%	
11.0 Marketing Requirements/Questions	**Carrier Explanation of Deviation**
11.1 Overall Requirements - Please confirm your adherence to the following requirements.	
Please confirm the proposal submitted shall remain firm for acceptance for a period of sixty (60) days from the date and time of the proposal opening.	
Please confirm you are authorized to do business in the State of Texas.	
Please confirm you will waive any and all Actively at Work and hospital confined provisions for both employees and dependents and must accept the Entity's current Benefit Booklet/Document(s) and underwriting specifications per employer.	
Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.	
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.	Final disclosure will be required. See contingencies for Zurich quote.

Please confirm you will cover all retirees eligible for plan.	
Please confirm you will accept electronic eligibility.	
Please confirm you will waive the actively-at-work requirement.	
Please confirm you will Accept Medical Benefit coverage's and exclusions in full	I Sample policy will be provided during secondary phase
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.	
11.2 Marketing Questions	
Please confirm your willingness to offer a 45 Day Lock.	
Please provide your Home Office address and phone number.	
Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.	
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.	
Please indicate where the ISL and/or ASL claims will be processed.	
Please indicate the normal processing time for an ISL claim.	
Please indicate the normal processing time for an ASL claim.	
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.	I Sample policy will be provided during secondary phase
If a claim has been sent for a hospital audit and it has not been returned by the last day of the policy, when it is returned and paid, will it count as if it had been paid during the contract?	

Please confirm you have attached a copy of the specific and aggregate contracts in Section 11 along with your proposal.	A claims guide has been provided
Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.	
Please indicate your monthly reporting requirements.	A claims guide has been provided
Please confirm you will accept receipt of monthly communication via a secured website.	
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.	I Sample policy will be provided during secondary phase
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.	
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.	
12.0 Quote Assumptions	
12.1 Please provide any other relevant information pursuant to your offer.	
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).	
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).	
Proposal valid for:	

Deviations Spreadsheet for City of Fris

Please use this spreadsheet to provide information on any plan provision or marketing

9.0 Carrier Confirmation of Plan Design
9.1 Specific Stop Loss
Please indicate your confirmation of the requested Specific Stop Loss plan design, then enter your rates. You must provide an explanation of any deviations or non-confirm responses to the requested plan design in your "DEVIATIONS" spreadsheet (provided with RFP data) and attach it in the Quote Assumptions section.
Number of eligible lives
Contract Type - 24/12
Specific Deductible - $150,000
Coverages Included - Medical/Rx
Annual Maximum - Unlimited
Lifetime Maximum - Unlimited
Retirees Less Than 65 years of Age - Covered/Included
9.2 Aggregate Stop Loss Plan Design
Contract Basis - 24/12
Coverages Included - Medical/Rx
Aggregate Corridor - 125%
Annual Maximum - $1,000,000
10.0 Compensation Confirmation **This section outlines the compensation arrangement between IBX and our Advisor Network member.**
10.1 Stop Loss
SPECIFIC & AGGREGATE STOP LOSS Total Compensation - 2% Commission Holmes Murphy - 0% IBX - 2%
11.0 Marketing Requirements/Questions
11.1 Overall Requirements - Please confirm your adherence to the following requirements.
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Please confirm you are authorized to do business in the State of Texas.
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Please confirm that healthcare benefits will not be limited due to health status, medical condition (including both physical and mental illness) claim experience, genetic information, or evidence of insurability, conditions arising out of domestic violence, participation in dangerous activities, and disability.
Please confirm your eligibility rules do not contain criteria that discriminate against an individual based on a health factor. The eligibility rules include enrollment, effective date of coverage, waiting or affiliation periods, late and special enrollment, eligibility for benefit packages, eligibility for benefits, continued eligibility and termination coverage.
Please confirm you will cover all retirees eligible for plan.
Please confirm you will accept electronic eligibility.

Please confirm you will waive the actively-at-work requirement.
Please confirm you will Accept Medical Benefit coverage's and exclusions in full
Please confirm all deviations from above will be included on the attached Deviations Spreadsheet.
11.2 Marketing Questions
Please confirm your willingness to offer a 45 Day Lock.
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Please provide the name and contact information of the person(s) who will be the primary contact for all administrative questions and concerns.
Please provide your current rating from A.M. Best, Standard and Poors and Moody's.
Please indicate where the ISL and/or ASL claims will be processed.
Please indicate the normal processing time for an ISL claim.
Please indicate the normal processing time for an ASL claim.
Please confirm you have attached a document along with your proposal in Section 11 that describes any exclusions or limitations in your standard contract.
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Please confirm your proposal agrees to waive any actively at work and hospital confined provision for all individuals covered on the effective date of this contract.
Please indicate your monthly reporting requirements.
Please confirm you will accept receipt of monthly communication via a secured website.
Please indicate if your stop loss policy includes insolvency coverage as outlined here - The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with Creditors or dissolution of the Contractholder or the Contractholder's Designated Third Party Administrator shall not impose upon the Company any liability other than the liability defined in this contract. In particular, the insolvency of the Contractholder shall not make the Company liable to the creditors of the Contractholder, including Covered Persons.
Please confirm your plan document will be PPACA compliant and that the stop loss will reimburse per PPACA mandates.
Please confirm you will accept all eligible benefits in compliance with PPACA regulations.
12.0 Quote Assumptions
12.1 Please provide any other relevant information pursuant to your offer.
Plan Design Commentary - If you have recommendations for plan design alternatives please note them here (255 characters max).
Value Added Enhancements - Please indicate any value added enhancements you can offer and indicate any financial impact to your quoted rates (255 characters max).
Proposal valid for:

co - Stop Loss 2013 RFP

question that you indicate Non-Confirm or Deviate as your

Carrier Name: HM Insurnace Group
Carrier Explanation of Deviation
786
24/12
$150K
Med & Rx card
Unlimited
Unlimited
Retirees are not included in the stop loss, as there were none listed on the census; however, had there been, they would be convered.
Carrier Explanation of Deviation
24/12
Med & Rx card
125%
$1 M
Carrier Explanation of Deviation
2% included
Carrier Explanation of Deviation
The effecitve date of coverage requested is 01-01-13; our offer is good until the effecitve date requested
Yes, we are authorized to do business in the state of Texas
Our quote states: "Actively-at-work, disabled, hospital confined, or similar provisions are waived upon receipt, review and approval of large claim informaiton by HMIG Underwriting"
Please see our "Basis of Offer" section of the proposal.
Please see our "Basis of Offer" section of the proposal.
Retirees are not included in the stop loss, as there were none listed on the census; however, had there been, they would be convered.
Yes.

Our quote states: "Actively-at-work, disabled, hospital confined, or similar provisions are waived upon receipt, review and approval of large claim informaiton by HMIG Underwriting"
Please see our "Basis of Offer" section of the proposal.
This is the deviations spreadsheet.
The effecitve date of coverage requested is 01-01-13; our offer is good until the effecitve date requested
Please see the drop down box with this information.
Please see the drop down box with this information.
A-
Please see the drop down box with this information.
10-15 business days, provided all documentation is in-house.
10-15 business days, provided all documentation is in-house.
Please see our "Basis of Offer" section of the proposal.
Confirmed.
Please see our "Basis of Offer" section of the proposal.
Please see the drop down box with this information.
Yes.
Please see our "Basis of Offer" section of the proposal.
Yes.
Yes.
Please see the drop down box with this information.
Please see the drop down box with this information.

December 13, 2012

To: Raquel McLellan

From: Jeff Bertram

Re: City of Frisco

Dear Raquel -

The Everest RE Excess Loss Schedule for City of Frisco with Policy No. SL10000075-131 is a renewal schedule, and the terms and conditions of the agreement dated January 1, 2012 with Policy No. SL10000075-121 control otherwise.

The quoted terms and assumptions provided upon with the Excess Loss Schedule is based are the"renewal" and that the terms and conditions of the agreement dated January 1,2012 with Policy No. SL10000075-121 control otherwise.

As is always the case please contact me at (800) 732-3248 x 3051 with any questions or if we can be of any further assistance.

Sincerely,

Wm. J Bertram
Vice President of Sales
Medical Risk Managers

AGENDA ITEM #38.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **December 10, 2012**

Subject: **Consider and Act Upon Approval of a Change Order to ThyssenKrupp Elevator for the Maintenance of City Elevators.**

Action Requested: City Council approval of a change order to ThyssenKrupp Elevator for the maintenance of City elevators, in the amount of $7,021.

Background Information: City Council in February 2001 approved a seven year agreement with ThyssenKrupp Elevator to maintain City elevators at City Hall/Library, Heritage Museum, Police Department, Frisco Athletic Center and Central Fire. Since that approval the City built the City Hall Parking garage that has two elevators. After the warranty period expired, the City is responsible for all maintenance. This change order includes premium level service for these elevators that covers all maintenance and repairs for these highly used elevators. ThyssenKrupp Elevator's service is being purchased through The Cooperative Purchasing Network, (TCPN) contract pricing. The original contracts were approved for $35,826. The service agreement for City Hall/Library and City Hall Parking Garage include all preventative maintenance and repairs. The remainders of the agreements are for preventive maintenance only.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award at this time.

Financial Considerations: Funding is available through Building Services operational budget.

Legal Review: Courtney Kuykendall of Abernathy, Roeder, Boyd & Joplin had reviewed the change order agreement and approved as to form.

Supporting Documents: Department memo, additional elevator service agreement and original City Hall agreement.

FRISCO
PROGRESS IN MOTION

Adminstrative Services-Building Services Division

Memorandum

To: Tom Johnston, Director of Administrative Services

From: Gerry Burns, Facilities Manager

Date: December 5, 2011

Subject: Elevator Maintenance Contracts – ThyssenKrupp Elevator

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The City currently owns and operates ten elevators. Four in City Hall/Library, two in the City Hall Parking Garage, one in Heritage Museum, one in Police Headquarters, one in Central Fire, and one in Frisco Athletic Center. ThyssenKrupp Elevator (TKE) has been maintaining these elevators, providing preventive and restorative maintenance services, as well as annual state-required inspections.

On February 15, 2011 Council approved purchase orders for the annual maintenance contracts for eight of these elevators (Resolution #11-02-40R): City Hall (4), Heritage Museum (1), Police Headquarters (1), Central Fire (1), and Frisco the amount of that agreement was $35,826. In December 2011, the warranty maintenance period for the two garage elevators expired, requiring us to acquire a maintenance contract for those two elevators. A change order for the amount of $7,021.92 was issued and approved for ThyssenKrupp Elevator for the maintenance of these two elevators. These maintenance agreements are all seven year terms.

With the addition of the garage elevators, and the annual increases allowed in the contract, the combined contracts exceed 25% of the originally approved agreement. Per Texas Local Code 252.048, if prices change 25% of the original Council approval request, they have to go back to Council for approval of the increases. The new annual contract price for the maintenance of all ten elevators is $46,189.68.

TKE is a TCPN vendor (#R4679). The contracted pricing listed on the Maintenance Agreements are within TCPN parameters. Also, each Agreement provides them with an annual price adjustment (termed as "escalation") for annual increases in elevator examiners, mechanics, and fuel prices. The agreements also provide them with the option of an increase not to exceed the Consumer Price Index current rate.

I recommend ThyssenKrupp Elevator to provide maintenance services for the ten City-operated elevators.

PO 1201102

Maintenance Agreement Addendum

TK-61-3090

Add Parking Garage Elevators to the Existing TCPN Contract #R5042

ThyssenKrupp Elevator and City of Frisco hereby amend and supplement their duly executed and existing elevator maintenance agreement dated March 01, 2011, contract number 061IF04654, as set forth in this addendum. This addendum shall be made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

Amended Scope of Services.

Scope.
The addendum will add the two (2) elevators in the parking garage, serial numbers 20302646 and 20302647 to the existing TCPN contract #R5042. All terms and conditions of the original contract will apply, including the cost of the state inspector for the annual safey tets.

Price. The price for the amended services as stated in this addendum shall be Five Hundred Eighty-Five and 16/100 dollars ($ 585.16) per month, excluding taxes. This amount shall be added to the price of your existing elevator maintenance agreement and shall be adjusted annually in accordance with the terms and conditions contained therein.

Term. This addendum shall become effective starting January 01, 2012 and its term shall be in accordance with the terms and conditions set forth in the existing elevator maintenance agreement referenced in the first paragraph herein.

Acceptance. Your acceptance of this addendum and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively the entire understanding of the parties with respect to the subject matter contained herein and it shall thereafter become part of the parties' agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict.

This proposal is submitted for acceptance within thirty (30) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

ThyssenKrupp Elevator Corporation:	City of Frisco	ThyssenKrupp Elevator Corporation Approval:
By: _____ (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Shari Fricke (Print or Type Name)	_____ (Print or Type Name)	Kory Marino (Print or Type Name)
Service Account Manager (Print or Type Title)	_____ (Print or Type Title)	Sales Manager (Print or Type Title)
December 07, 2011 (Date Submitted)	_____ (Date of Approval)	12-7-11 (Date of Approval)

Platinum Maintenance Agreement

Purchaser: City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
Hereinafter referred to as "Purchaser", 'you', and 'your'.

Location: *Frisco City Hall & Library*
6101 Frisco Square Blvd
Frisco, TX 75034

By: ThyssenKrupp Elevator Corporation
2220 Chemsearch Blvd., Suite 100
Irving, TX 75062
Telephone: (972)785-0505Ext 417, (214)882-0146
Fax: (866)812-6174
E-Mail: sheri.fricke@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", 'ThyssenKrupp Elevator', "we", "us" and "our".

PLATINUM MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Frisco City Hall & Library	4	ThyssenKrupp	ISIS	Passenger	8571-74

ThyssenKrupp Elevator
Americas Business Unit

Platinum Maintenance Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes: ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and/or provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include *regularly scheduled maintenance* visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. Overtime service requests are performed before or after normal business working days and hours.

VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

Platinum Maintenance Agreement

☒ VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 366 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days. Special considerations regarding VISTA are set forth below.

☒ SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

☒ Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exceptions we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 60°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

THYSSENKRUPP ELEVATOR SHALL INDEMNIFY AND HOLD HARMLESS THE PURCHASER AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE THYSSENKRUP ELEVATOR'S WORK UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT SAID CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THYSSENKRUPP ELEVATOR, ITS SUBCONTRACTORS, OR ANYONE DIRECTLY EMLOYED BY THEM.

Insurance.

THYSSENKRUPP ELEVATOR SHALL OBTAIN GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION INSURANCE AND WILL PROVIDE PURCHASER WITH PROOF OF SAID COVERAGES UPON FINAL EXECUTION OF CONTRACT.

Platinum Maintenance Agreement

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the painting, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

VIEW®. ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.ke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, repair, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

, You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement. VENUE SHALL BE IN COLLIN COUNTY, TEXAS.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be Five Thousand Six Hundred Seventeen and 50/100 dollars ($ 5,617.50) per quarter, payable quarterly in advance.

Term. This agreement is effective for seven (7) years starting March 01, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive seven (7) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least thirty (30) days but not more than 120 days before the end of the initial seven (7) year period, or at least thirty (30) days but not more than 120 days before the end of any subsequent seven (7) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the

percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely this agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be Purchaser's responsibility to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

Platinum Maintenance Agreement

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention or loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service or inaccurate data set forth in any related executed Contact Data Sheet. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service technician may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service call representatives to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

VISTA®

To enable remote monitoring service, customer agrees to provide ThyssenKrupp Elevator with one accessible phone line per elevator so that data can be transmitted to ThyssenKrupp Elevator's monitoring facility. ThyssenKrupp Elevator will provide a toll-free number for this purpose.

Purchaser authorizes us to install and maintain ThyssenKrupp Elevator's remote monitoring equipment on purchaser's equipment. Purchaser understands that all remote monitoring equipment, both hardware and software, installed by us on purchaser's equipment remains the property of ThyssenKrupp Elevator. If the service agreement between ThyssenKrupp Elevator and customer is terminated for any reason, you authorize and will allow us access to your premises to remove our remote monitoring equipment.

The monitoring equipment installed by ThyssenKrupp Elevator contains trade secrets belonging to us, and is installed for the use and benefit of our personnel only. You agree not to permit your personnel or any third parties to use, access, examine copy, disclose or disassemble the remote monitoring equipment while it is located on your premises.

SPECIAL CONDITIONS: The following special conditions shall control if there is a conflict between these special conditions and a provision found elsewhere in this Agreement.

Funding.

The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

Consideration.

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

Binding Effect.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Sovereign Immunity.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

Platinum Maintenance Agreement

Assignment.

This Agreement may not be assigned without both parties written consent.

City of Frisco Contractor Insurance Requirements.

The Additional Insured is defended and indemnified for the proven claims or damages to the extent they are caused by ThyssenKrupp Elevator's acts, actions, omissions, or neglects but the Additional Insured is not defended or indemnified for its own acts, actions, omissions, neglects or bare allegations. Any insurance certificate cancellation wording shall be in accordance with Acord Form 25S, which does not include notice for changes in said policies. No umbrella coverage is required, Professional Liability coverage is not required.

Annual Escalations.

The City of Frisco shall receive a written quote of the annual escalation by September 1st of each year of the Term. The annual escalation shall not be applied until the City of Frisco has approved such escalation. If annual escalation is not approved by the City, the City shall have the right to terminate this Agreement and not renew the annual purchase order. Notification of termination must be sent via certified mail to:

ThyssenKrupp Elevator

Attn: Sharl Fricke

2220 Chemsearch Blvd, #100

Irving, Texas 75062

Annual Inspections.

The cost of the inspector for the annual safety test has been included in the cost of this contract. The cost of the inspector has been broken down into 12 payments for a cost of $24.58 per unit. Prices are subject to the annual escalation clause.

Overtime Rates:

Billable Calls
Monday - Friday 8:00 - 4:30 = $225.84
After 4:30 and Saturday = $383.93
Sundays & Holidays = $461.69

Repair Crew
Monday - Friday 8:00 - 4:30 = $406.62
After 4:00 and week-ends = $691.08
Sundays & Holidays - $813.04

Waiver:

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

Platinum Maintenance Agreement

Termination of Prior Agreement.

Upon the execution of this Agreement by both parties, Contract No. 081/F04664, executed on May 1, 2008 by and between the City of Frisco and ThyssenKrupp (the "Prior Agreement") shall automatically terminate and be replaced in whole by this Agreement. Any amounts then owed to ThyssenKrupp under the Prior Agreement shall be paid to ThyssenKrupp within thirty (30) days of termination. Both parties agree that this paragraph shall serve as a letter of cancellation, as required under the Prior Agreement and no other documentation or notice is required to terminate the Prior Agreement.

Payments:

Quarterly payments will be due per the following schedule.
March, June, September, December

This agreement is in accordance with TCPN contract #R5042

THYSSENKRUPP ELEVATOR CORPORATION:

By: _____
(Signature of ThyssenKrupp Elevator Representative)

Shari Fricke
Service Account Manager
972-785-3417

(Date Submitted)

CITY OF FRISCO:

By: George Purefoy
(Signature of Authorized Individual)

City of Frisco

04/11/11
(Date Submitted)

Resolution No. 11-02-40R
adopted 02/15/11

THYSSENKRUPP ELEVATOR CORPORATION APPROVAL:

By: _____
(Signature of Authorized Individual)

James Baird
Manager, Contract Administration
972-983-5227

4-27-11
(Date Submitted)

Pledge of Customer Satisfaction

ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of ninety (90) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon

ninety (90) days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

END

Platinum Maintenance Agreement

Exhibit 1 – Contact Data Sheet

Complete Building Information

This contact data is for the building located at:	Frisco Heritage Museum
	6455 Paige Street
	Frisco, TX 76034

Complete Billing Information

Company Bill To Name:	
Billing Address:	
City, State, Zip:	
Attn Line:	

(INTERNAL USE ONLY)

Elevator:	
Branch:	
Service:	
Contract:	

Total No of Elevators in Building:

Elevator #	Elevator Telephone Number Including Area Code

Elevator #	Elevator Telephone Number Including Area Code

In the event of an emergency, or perceived emergency, one or more of the following are to be primary Purchaser contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1.				
2.				
3.				
4.				

If unable to reach anyone at the above listed numbers, SoundNet has the express permission of Purchaser to contact the elevator service company listed below.

Elevator Service Company: ThyssenKrupp Elevator Phone Number: (800)679-4761

In the event of an Emergency or perceived emergency, SoundNet has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: ( ) _____

Fire Department: ( ) _____

Special Instructions/remarks: _____

It is the responsibility of Purchaser to immediately advise SoundNet in writing of any changes to the contacts or numbers listed on this Contact Data Sheet. Purchaser agrees to pay all charges for services incurred by any person, organization or municipality as a result of any emergency or perceived emergency call. It is also expressly understood that SoundNet does not have and does not assume any duty or responsibility for any person or entity that fails to respond to any emergency or perceived emergency situation.

AGENDA ITEM #39.

City of Frisco, Texas

Date: **December 18, 2012** **Agenda Item No:**

Action Requested: Consider and act upon a Chapter 380 Agreement between the City of Frisco, Texas and Hall Office Park Building 16, L.P.

Background Information: Hall Financial Group will construct an 8 story, 200,000 SF Class AA spec office building with a 2 level parking garage in Hall Office Park fronting on the Dallas North Tollway, north of Gaylord Parkway on 8.65 acres.

The total project cost is approximately $40 million. Design work is underway and the project is set to break ground in 1st quarter 2013. Hall estimates 12 months for construction of the building.

Deal points in the Chapter 380 Agreement between the City and Hall include the following:

a. Term. The tax rebate period for the ad valorem taxes for the Project shall expire on the earlier of December 31, 2025, or the date the aggregate rebate of ad valorem taxes by the City and sales tax reimbursements (as addressed below reaches the sum of Eight Hundred Thousand and No/100 Dollars ($800,000.00) for the tax rebate and Two Hundred Thousand and No/100 Dollars ($200,000.00) for the sales tax reimbursement, for a total not to exceed One Million and No/100 Dollars ($1,000,000.00) in incentives.

b. Ad Valorem Tax Rebate. Subject to the terms and conditions of this Agreement and provided that Hall is not in default, a portion of ad valorem taxes assessed upon the Project and paid to the City shall be rebated to Hall in the form of an economic development grant for the period commencing January 1, 2015. The City shall pay to Hall as a grant (the "Grant") on an annual basis as set forth herein an amount equal to fifty percent (50%) of the ad valorem taxes actually collected by the City that are directly associated with the increase in value of the Project in excess of the Base Year Value. Subject to having met the criteria to qualify as set forth in this Agreement, the City shall pay Hall the Grant in annual installments on the last day of February of each year following the year in which Hall paid its ad valorem taxes through the end of the period of the term.

c. Building Materials Sales Tax Grant. Subject to the terms of this Agreement, the City will provide Hall economic assistance in the form of quarterly performance reimbursement incentives with the first quarterly period beginning January 1, 2014, in the following amounts: one percent (1.0%) of the sales and use tax paid on building materials purchased for the Project and paid at the job site and remitted by the State Comptroller to the City of Frisco, up to $200,000.00.

The FEDC approved a Performance Agreement with Hall Office Park Building 16, L.P. on 11/28/12 for a total Economic Incentive package of $1,000,000.00 based on Performance Requirements which include:

1. Completion of qualified infrastructure improvements for Economic Incentive No. 1 will be a Reimbursement for a portion of Sales Tax collected on the Separated Building Materials used in construction of the building up to a maximum amount of $100,000.00.
2. Economic Incentive No. 2 of $300,000.00 will be paid upon completion and documentation of the permanent Certificate of Occupancy for the Facility on or before 9/30/14
3. Economic Incentive No. 3 of $300,000.00 will be paid upon documentation of the one-year anniversary of the permanent CO for the Facility
4. Economic Incentive No. 4 of $300,000.00 will be paid upon documentation of the two-year anniversary of the permanent CO for the Facility
5. The FEDC Performance Agreement terminates December 31, 2016

Financial Considerations: A maximum of $2,450,000.00 in tax rebates could be paid by the City of Frisco to Hall Office Park Building 16, L.P. over a 10-year period beginning in 2015.

Citizen Input/ Board Review: None

Legal Review: The Chapter 380 Agreement was drafted by City Attorney, Randy Hullett.

Alternatives: Table

Supporting Documents: A copy of the Chapter 380 Agreement between the City of Frisco, Texas and Hall Office Park Building 16, L.P. is enclosed for review.

Staff Comments/ Recommendation: Approve the Chapter 380 Performance Agreement with Hall Office Park Building 16, L.P.

CITY OF FRISCO, TEXAS
AND
HALL OFFICE PARK BUILDING 16, L.P.
CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

WHEREAS, Hall (defined below) is entering into this Chapter 380 Economic Development Program and Agreement (hereinafter "Agreement") pursuant to a program initiated by the City (defined below) under the authority of Chapter 380 of the Texas Local Government Code, whereby Hall desires to develop approximately 8.65 acres of land owned within the Hall Office Park development in the City, located north of Gaylord Parkway on the Dallas North Tollway (the "Land") into an office building and related uses in conformance with the planned development zoning approved by the City for the Land (the "Project"); and

WHEREAS, Hall will construct, or cause to be constructed, the Public Infrastructure (defined below), together with the Improvements (defined below), the approximate total development costs of such Improvements will be approximately Forty Million Dollars ($40,000,000.00); and

WHEREAS, the Project, including the Improvements, will increase the taxable value of property in the City in advance of current development rates and will enhance the economic development of the City through the payment of ad valorem taxes to the City and through retail sales taxes collected by the State Comptroller; and

WHEREAS, Hall acknowledges and agrees that only the taxable value of the Project exceeding the 2012 taxable value of the Project as determined by the Collin County Central Appraisal District which the parties agree is the sum of Two Million Four Hundred Fifty Thousand Dollars ($2,450,000.00) ("Base Year Value") shall be rebated, beginning with the 2015 tax year; and

WHEREAS, the additional assessed taxable value resulting from the Project will achieve the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, expanding commerce and stimulating business and commercial activity in the State and in the City; and

WHEREAS, the City has agreed to make a series of economic development Grants (defined below) to Hall on the terms and conditions set forth herein; and

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code to make grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City has determined that the Grants to Hall will serve the public purpose of promoting local economic development and enhancing business and commercial activity in the City; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Frisco and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Hall.

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Hall agree as follows:

SECTION 1. TERM.

This Agreement shall be effective from the Effective Date (as such term is defined in Section 8 [i] below) and shall continue until the Grant has been paid in full, unless terminated sooner under any rights granted hereinafter.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

a. Agreement. The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement, if any.

b. Hall. The word "Hall" means Hall Office Park Building 16, L.P., a Texas limited partnership, or an affiliate. For purposes of this Agreement, Hall's address is 6801 Gaylord Parkway, Suite 100, Frisco, TX 75034.

c. City. The word "City" means the City of Frisco, Texas. For purposes of this Agreement, City's address is 6101 Frisco Square Boulevard, 5th Floor, Frisco, Texas 75034.

d. Grant. The word "Grant" or "Grants" means an annual payment by City to Hall determined in accordance with the provisions of Section 3 of this Agreement.

e. Land. The word "Land" means approximately 8.65 acres of land located in the Hall Office Park development in the City, the legal description of which is attached hereto as **Exhibit A** and incorporated herein for all purposes.

f. Improvements. The word "Improvements" mean an eight-story, approximately 200,000 square foot office building with a two-level parking garage located on the Dallas North Tollway just north of Gaylord Parkway, the estimated development

costs which shall be in excess of $40,000,000.00. The Improvements shall conform to the planned development zoning as approved by the City for the Land, from time to time.

g. Project. The word "Project" means the Land and Improvements.

h. Tax Year. The words "Tax Year" mean a year beginning on January 1 whereupon the ad valorem taxes are assessed and thereafter such assessed taxes are delinquent on January 31 of the following year.

SECTION 3. FRISCO ECONOMIC ASSISTANCE.

Tax Rebate. Subject to the terms and conditions of this Agreement, a portion of the building materials sales taxes and ad valorem taxes assessed upon the Project and otherwise owed to the City shall be rebated in the form of an economic development grant as follows:

a. Term. The tax rebate period for the ad valorem taxes for the Project shall expire on the earlier of December 31, 2025, or the date the aggregate rebate of ad valorem taxes by the City and sales tax reimbursements (as addressed below reaches the sum of Eight Hundred Thousand and No/100 Dollars ($800,000.00) for the tax rebate and Two Hundred Thousand and No/100 Dollars ($200,000.00) for the sales tax reimbursement, for a total not to exceed One Million and No/100 Dollars ($1,000,000.00) in incentives.

b. Ad Valorem Tax Rebate. Subject to the terms and conditions of this Agreement and provided that Hall is not in default, a portion of ad valorem taxes assessed upon the Project and paid to the City shall be rebated to Hall in the form of an economic development grant for the period commencing January 1, 2015. The City shall pay to Hall as a grant (the "Grant") on an annual basis as set forth herein an amount equal to fifty percent (50%) of the ad valorem taxes actually collected by the City that are directly associated with the increase in value of the Project in excess of the Base Year Value. Subject to having met the criteria to qualify as set forth in this Agreement, the City shall pay Hall the Grant in annual installments on the last day of February of each year following the year in which Hall paid its ad valorem taxes through the end of the period of the term.

c. Building Materials Sales Tax Grant. Subject to the terms of this Agreement, the City will provide Hall economic assistance in the form of quarterly performance reimbursement incentives with the first quarterly period beginning January 1, 2014, in the following amounts:

Current Property Ownership	Acreage	Annual Sales Tax Reimbursement
Hall Office Park Building 16, L.P.	8.65	one percent (1.0%) of the sales and use tax paid on building materials purchased for the Project and paid at the job site and remitted by the

		State Comptroller to the City of Frisco, up to $200,000.00.

i. Time for Payments. Payments shall be made to Hall by City within forty-five (45) days following the end of each quarter of the calendar year, or within thirty (30) days of Hall providing City with a sales tax report from the Texas State Comptroller of the sales tax receipts generated from the building materials purchased for the Project for the previous ending calendar quarter period, together with such supporting documentation required herein, and as City may reasonably request.

ii. Term. The building materials sales tax reimbursement period shall expire on the earlier of (i) January 1, 2015, or (ii) the date the aggregate sales tax grant equals $200,000.00, or (iii) the date the aggregate rebate of ad valorem taxes and sales taxes by the City equals the sum of One Million and No/100 Dollars ($1,000,000.00).

SECTION 4. OBLIGATIONS OF HALL.

During the term of this Agreement and so long as an event of default has not occurred and is continuing, Hall shall comply with the following terms and conditions:

a. Hall shall commence or cause the commencement of construction of the Improvements on or before May 1, 2013 (subject to Force Majeure), and shall complete the Improvements on or before the eighteen (18) month anniversary date of this Agreement (subject to Force Majeure).

b. On or before March 31 of each calendar year, Hall shall deliver to the City a certificate executed by an authorized representative of Hall which includes a statement from the applicable taxing authorities detailing the appraised value of Land and Improvements for the previous calendar year.

c. Hall hereby covenants and agrees that any and all contracts for the construction of the Improvements on the Land in the case where Hall is an owner, will (i) separately identify labor and materials components for purposes of determining sales and use tax pursuant to Section 151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and (ii) state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas. The City's remedy for a violation of this section is for Hall to pay the sales and use taxes that would otherwise be collected by the City in accordance with this section. The City shall have the right from time to time to require Hall to deliver copies of all construction contracts related to the Improvements in the case where Hall is an owner, to City within 15 days after receipt of such written request from City. Hall agrees to make a good faith effort to inform buyers of the Land owned by Hall that the City desires the situs of sales and use taxes to be Frisco, Texas.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an "event of default" under this Agreement:

a. Upon the expiration of the notice and cure period set forth in the first sentence of Section 6 below, City's failure to comply with its obligations under this Agreement.

b. Upon the expiration of the notice and cure period set forth in the first sentence of Section 6 below, Hall's failure to comply with its obligations under this Agreement.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT.

In the event of the occurrence of a default described under Section 5 above, a non-defaulting party shall give written notice to the defaulting party of such default, and the defaulting party shall have thirty (30) days thereafter to cure said default. Upon an event of default by City, Hall shall have the right to enforce the City's obligation to make a Grant payment under the terms of this Agreement. Upon an event of default by Hall, City shall have the right to terminate this Agreement and its obligation to make Grant payments to Hall shall cease. No action shall lie for damages by either party, including punitive damages, and no special or consequential, incidental, indirect, special, or exemplary damages of any kind (including, but not limited to, lost profits, loss of business, loss of use of data, interruption of business) arising from, relating to, or in connection with this Agreement shall be recovered by any party, even if such party has been advised of the possibility of or could have foreseen such damages.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

City may terminate this Agreement without an event of default by Hall and effective immediately if any state or federal statute, regulation, or case law specifically renders this Agreement ineffectual or illegal, including case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt. Termination of this Agreement by City under this Section 7 shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that the City and Hall agree to negotiate in good faith a remedy that preserves the intent of the parties hereunder as much as reasonably possible including, without limitation, the creation of an interest and sinking fund.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

a. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all of the parties hereto.

b. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

c. **Assignment.** Hall may not assign or otherwise transfer this Agreement or any right hereunder without the consent of the City, which consent may not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary set forth herein, Hall shall have the right to assign, transfer or otherwise convey any of its rights or obligations under this Agreement, at any time, without the consent of the City to (i) an entity owned or controlled by, or under common control with, Hall, (ii) a successor-in-ownership by merger, consolidation or acquisition to all, or substantially all, of the assets of Hall or (iii) a lender providing a loan for the Public Infrastructure, with the understanding that the assigning party shall provide written notice to the City within thirty (30) calendar days thereafter of the name of such party and the name and telephone number of a contact person affiliated with such party if the party is not an individual. Any lawful assignee or successor in interest of Hall under this Agreement shall be deemed "Hall," as applicable, for all purposes under this Agreement.

d. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Hall warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

e **No Waiver; Enforcement under Section 271.151, et seq. of the Texas Local Government Code**. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or of any other right, power or privilege. Either party shall be entitled to enforce the terms of this Agreement in accordance with, and under the authority of, Section 271.151, et. seq. of the Texas Local Government Code, as amended. The parties agree that this Agreement is a "Contract subject to this

subchapter" as defined in Section 271.151(2) of the Texas Local Government Code.

f. **Execution of Agreement.** The City's Council has authorized the City Manager to execute this Agreement on behalf of City.

g. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force and effect, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be invalid or unenforceable, a provision be added to this Agreement which is valid and enforceable and is as similar in terms as possible to the provision found to be invalid or unenforceable.

h. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, certified mail, return receipt requested, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

i. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Hall and the City.

j. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

k. **Force Majeure.** The parties' obligations hereunder except payment obligations may be postponed for items of force majeure (accident, casualty, act of God, inclement weather, war or civil commotion, strike, labor, or other trouble beyond the reasonable control of the party, including, but not limited to, government preemption in connection with a national emergency, or by reason of government laws or action, or any rule, order or regulation of any department or subdivision thereof or any governmental agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency).

l. **Time of the Essence.** Time is of the essence with respect to each and every term and condition of this Agreement. If the time period by which any right, obligation or election must be exercised or performed expires on a weekend or legal holiday, then such time period shall automatically be extended through the close of business on the next regularly scheduled business day.

m. **Attorney's Fees.** Pursuant to Section 271.159 of the Texas Local Government Code, as amended, if Hall retains counsel and/or institutes any suit against the City for violation of or to enforce any of the covenants or conditions of this Agreement, or should the City retain counsel and/or institute any action against Hall for violation of any covenants or conditions of this Agreement, or should either party intervene in any suit in which the other is a party, to enforce or protect its interests or rights hereunder, the prevailing party in any such suit shall be entitled to all its costs, expenses and Attorney's Fees in connection therewith. All references in this Agreement to "**Attorneys' Fees**" shall mean reasonable attorneys' fees and costs actually incurred on an hourly basis and not as a percentage of any debt.

[Remainder of Page Intentionally Left Blank; Signatures Follow.]

HALL OFFICE PARK BUILDING 16, L.P.,
a Texas limited partnership

By: HALL OFFICE PARK GP, LLC, a Texas limited liability company, its General Partner

By: _____
Name: _____
Title: _____

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____, _____ of HALL OFFICE PARK GP, LLC, a Texas limited liability company, General Partner of HALL OFFICE PARK BUILDING 16, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
NOTARY PUBLIC - STATE OF TEXAS

CITY OF FRISCO

By:_____
GEORGE PUREFOY
City Manager

Date:_____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, by George Purefoy, City Manager of CITY OF FRISCO, TEXAS, on behalf of said municipality.

_____
NOTARY PUBLIC - STATE OF TEXAS

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

The Land

Legal Description

AGENDA ITEM #40.

City Manager's Office
City of Frisco, Texas

Memorandum

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

cc: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager

From: **Ben Brezina, Assistant to the City Manager**

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C, RPG/PCR Development Company, L.L.C, and Standard Pacific of Texas, Inc. for Phillips Creek Ranch Phase 1, Phase 2, and Sheridan. (CMO/BB)**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C, RPG/PCR Development Company, L.L.C and Standard Pacific of Texas, Inc. for Phillips Creek Ranch Phase 1, Phase 2, and Sheridan, containing 661 acres in western Frisco.

Background Information: The proposed Development Agreement establishes the framework of responsibilities relating to the amount of thoroughfare and sanitary sewer impact fees assessed to the Property. The Developer has, at no cost to the City, constructed two thousand eight hundred thirty feet (±2,830') of a twenty-five foot (25') wide thoroughfare consisting of the western two (2) southbound lanes of Lone Star Ranch Parkway from Timber Ridge Road to Lebanon Road; and two thousand nine hundred fifteen (±2,915') of a one hundred twenty foot (120') wide four (4) lane divided thoroughfare of Lone Star Ranch Parkway from Stonebrook Parkway to Timber Ridge Road, adjacent to or near the Property, which is necessary to serve the Property.

The Developer has also, at no cost to the City, constructed at its sole cost and expense, approximately four thousand eight hundred fifty-three feet (±4,853') of a variable width, ranging from eight inches (8") to fifteen inches (15"), Sanitary Sewer Line, adjacent to or near the Property, which is necessary to serve the Property

The City agrees the thoroughfare impact fee credit is estimated to be $1,631,033.60.

The City agrees the wastewater impact fee credit is estimated to be $631,679.10.

Developer and Staff are working together to identify the included land areas for the agreement, particularly for Exhibit A, H-1, and H-2 of the Development Agreement.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C and RPG/PCR Development Company, L.L.C;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The Development Agreement provides the thoroughfare impact fee credit will be approximately $1,631,033.60 and the wastewater impact fee credit will be approximately $631,679.10. The estimated construction cost for Lone Star Ranch Parkway Improvements and Sanitary Sewer Improvements are $2,262,712.70.

Legal Review: The City Attorney's Office has reviewed and approved both the Resolution and the Development Agreement as to form and legality.

Supporting Documents: Supporting documents include the following items:

- Project Location Map;
- Copy of Resolution;
- Copy of Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C, RPG/PCR Development Company, L.L.C and Standard Pacific of Texas, Inc.

Staff Recommendation: Staff recommends City Council consider and approve a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and PCR Land Company, L.L.C, RPG/PCR Development Company, L.L.C and Standard Pacific of Texas, Inc., for Phillips Creek Ranch Phase 1, Phase 2, and Sheridan, containing 661 acres in western Frisco. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN IMPACT FEE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND PCR LAND COMPANY, L.L.C, RPG/PCR DEVELOPMENT COMPANY L.L.C. & STANDARD PACIFIC OF TEXAS, INC. FOR PHILLIPS CREEK RANCH PHASE 1, PHASE 2, AND SHERIDAN (A\K\A Phase 3); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Impact Fee and Development Agreement by and between the City of Frisco, Texas and PCR Land Company, L.L.C., RPG/PCR Development Company, L.L.C., & Standard Pacific of Texas, Inc. for Phillips Creek Ranch Phase 1, Phase 2, and Sheridan (A\K\A Phase 3), a copy of which is attached hereto and incorporated herein by reference for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

After Recording Return to:
City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

IMPACT FEE AND DEVELOPMENT AGREEMENT BETWEEN PCR LAND COMPANY, LLC, RPG/PCR DEVELOPMENT COMPANY, LLC, AND STANDARD PACIFIC OF TEXAS, INC., AND THE CITY OF FRISCO, TEXAS

THIS IMPACT FEE AGREEMENT (this "Agreement"), dated as of _____, 2012 (the "date of the Agreement"), is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas Home-Rule municipal corporation ("Frisco"), and **PCR LAND COMPANY, LLC,** a Texas limited liability company, and **RPG/PCR DEVELOPMENT COMPANY, LLC,** a Texas limited liability company, **STANDARD PACIFIC OF TEXAS, INC.**, a Delaware corporation, (collectively, "Developer").

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Frisco, Denton County, Texas, containing 661.488 acres of land, more or less, located in the David E. Lawhorn Survey, Abstract No. 727 and the R.F. Teal Survey, Abstract No. 1264, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer has submitted a preliminary plat prepared by Corwin Engineering, Inc. for the development of onsite infrastructure improvements and to serve 109 residential lots, Phillips Creek Ranch Phase 1, with the preliminary plat approved by Frisco on July 12, 2011, as more particularly described on **Exhibit "B"**, attached hereto and incorporated herein for all purposes (the "Phase 1 Preliminary Plat"); and

WHEREAS, Developer has submitted a preliminary plat prepared by Corwin Engineering, Inc. for the development of onsite infrastructure improvements and to serve 124 residential lots, Phillips Creek Ranch Phase 2, with the preliminary plat approved by Frisco on July 12, 2011, as more particularly described on **Exhibit "C"**, attached hereto and incorporated herein for all purposes (the "Phase 2 Preliminary Plat"); and

WHEREAS, Developer has submitted a preliminary plat prepared by Huitt-Zollars, Inc. for the development of onsite infrastructure improvements and to serve 314 residential lots, Sheridan Phillips Creek Ranch, with the preliminary plat approved by Frisco on May 24, 2011, as more particularly described on **Exhibit "D"**, attached hereto and incorporated herein for all purposes (the "Sheridan Preliminary Plat"); and

WHEREAS, Developer has produced Conceptual Master Plan, dated September 18, 2011, depicting 2,230 single family units and 1,202 multi-family units, as more particularly described on **Exhibit "E"**, attached hereto and incorporated herein for all purposes (the "Conceptual Master Plan"); and

WHEREAS, Developer has constructed, but not yet completed, at its sole cost and expense, approximately: (i) two thousand eight hundred thirty feet (±2,830') of a twenty-five foot (25') wide thoroughfare consisting of the western two (2) southbound lanes of Lone Star Ranch Parkway from Timber Ridge Road to Lebanon Road; and (ii) two thousand nine hundred fifteen (±2,915') of a one hundred twenty foot (120') wide four (4) lane divided thoroughfare of Lone Star Ranch Parkway from Stonebrook Parkway to Timber Ridge Road, adjacent to or near the Property, which is necessary to serve the Property, as more particularly depicted on **Exhibit "F"**, attached hereto and incorporated for all purposes (collectively, the "Lone Star Ranch Parkway Paving Improvements"). The plans and specifications of the Lone Star Ranch Parkway Paving Improvements were prepared by Huitt-Zollars, which were approved by Frisco; and

WHEREAS, Developer has constructed, but not yet completed, at its sole cost and expense, approximately four thousand eight hundred fifty-three feet (±4,853') of a variable width, ranging from eight inches (8") to fifteen inches (15"), Sanitary Sewer Line, adjacent to or near the Property, which is necessary to serve the Property, as more particularly depicted on **Exhibit "G"**, attached hereto and incorporated for all purposes (the "Phillips Creek Ranch Sanitary Sewer Improvements"). The plans and specifications of the Phillips Creek Ranch Sanitary Sewer Improvements were prepared by Huitt-Zollars, which were approved by Frisco; and

WHEREAS, Developer desires to fulfill its obligations to pay thoroughfare and wastewater impact fees on the Property as described in Ordinance No. 90-06-08 and as amended by Ordinance Nos. 91-03-01, 93-02-07, 94-04-07, 00-02-29, 01-09-66, 05-07-53, and any other amendment, as they exist or may be amended (additionally and collectively the "Impact Fee Ordinance"); and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and it citizens to allow the Developer to construct the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Sewer Improvements, as provided herein; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to establish the payment of impact fees on the Property as provided herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Developer agree as follows:

1. **Findings Incorporated**. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Developer represents that it is the sole owner of the Property.

3. **Construction of the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Sewer Improvements/Actual Construction Costs**. Developer shall construct, at its sole cost and expense, the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Sewer Improvements in accordance with **Exhibits "F" and "G"**, attached hereto. The Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Improvements must be completed, finally accepted by Frisco and conveyed to Frisco in accordance with Frisco's applicable ordinances, rules and regulations, as they exist, may be amended or in the future arising, (collectively, "Frisco's Final Acceptance") prior to Frisco's issuance of the first single-family residential building permit for the Property. Developer represents and warrants that the estimated construction costs for the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Improvements are $2,262,712.70, as more particularly described in **Exhibit "H-1 Roadway & H-2 Wastewater"**, attached hereto and incorporated herein for all purposes (the "Actual Cost Analysis").

4. **Impact Fees**. This Agreement shall only apply to thoroughfare and wastewater impact fees due on the Property under the Impact Fee Ordinance. The Property shall be subject to the thoroughfare and wastewater impact fee schedule in effect at the time of development; provided, however, if Developer complies with the terms and conditions of this Agreement, including without limitation, Frisco's Final Acceptance of the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Improvements, Frisco agrees to apply a thoroughfare and wastewater impact fee credit (the "Credit"), as more particularly described in **Exhibit "H-1 Roadway & H-2 Wastewater"**, at the time impact fees are due to be paid, toward the total thoroughfare and wastewater impact fees due on the Property under the Impact Fee Ordinance in the amount $2,262,712.70, as more particularly described in **Exhibit "H-1 Roadway & H-2 Wastewater"**,

Notwithstanding anything to the contrary herein, Developer acknowledges and agrees that: (i) the Credit shall be determined using the Actual Construction Costs (ii) under no circumstance whatsoever shall it be entitled to a monetary reimbursement of any kind with regard to the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Improvements; and (ii) the Credit is not transferrable to any other property, regardless of ownership of same.

5. **Default**. If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Developer receives written notice of such failure from Frisco, then Frisco shall have the following remedies, in addition to Frisco's other rights and remedies:

a. to file this instrument in the Land Records of Denton County as a lien and/or encumbrance on the Property; and/or

b. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property, including without limitation, the Lone Star Ranch Parkway Paving Improvements and/or the Phillips Creek Ranch Sanitary Improvements; and/or

c. to nullify Paragraph 4 of this Agreement and immediately enforce the Impact Fee Ordinance through imposition of the full amount of thoroughfare and wastewater impact fees in affect at the time they are due and making such immediately due and payable in an amount equal to the difference between any thoroughfare and wastewater impact fees already tendered to Frisco by Developer and the total assessed thoroughfare and wastewater impact fees; and/or

d. to refuse to issue a Certificate of Occupancy for the Property; and/or

e. to seek specific enforcement of this Agreement.

If Frisco fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Frisco receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Limitation of Liability**. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Frisco shall not, under any circumstance, be required to tender, and/or be liable to Developer for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein.

7. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assigns, as authorized herein, vendors, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County, Texas.

8. **Limitations of Agreement**. The parties hereto acknowledge that this Agreement is limited to the construction of the Lone Star Ranch Parkway Paving Improvements and the Phillips Creek Ranch Sanitary Improvements and thoroughfare and wastewater impact fees due under the Impact Fee Ordinance. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, water impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further this Agreement does not waive or limit any of the obligations of Developer to Frisco under any ordinance, whether now existing or in the future arising.

9. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Frisco, addressed to it at:
City of Frisco

City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122

With a copy to:
Abernathy, Roeder, Boyd & Joplin, P.C.
Attention: Richard Abernathy
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040

If to Developer, addressed to it at:
PCR Land Company
8401 N. Central Expressway, Suite 350
Dallas, Texas 75225
Telephone: (214) 292-3410
Facsimile: (214) 292-3411

With a copy to:
Misty Ventura
9406 Biscayne Blvd.
Dallas, Texas 75218
Telephone: (214) 328-1101
Facsimile: (800) 519-3768

10. **PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT**.

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) NUISANCE; AND/OR

(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT AND PROJECT PLACES ON FRISCO'S INFRASTRUCTURE.

(III) DEVELOPER HEREBY RELEASES FRISCO FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(IV) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. DEVELOPER AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(V) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT

NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, AS AUTHORIZED HEREIN, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

B. DEVELOPER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

C. DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

D. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Vested Rights/Chapter 245 Waiver**. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising, unless otherwise agreed. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Frisco with fair notice of the any Developer project. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Attorney's Fees**. In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to Paragraphs 5 and/or 10 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

13. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Developer.

14. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

15. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

16. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

17. **Consideration**. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

19. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

20. **Savings/Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

22. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

23. **Assignment/Binding Effect**. This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

a. the assignment of the Agreement must be evidenced by a recordable document (the "Assignment"), the form of which must be approved in writing by Frisco; such approval not to be unreasonably withheld;

b. the Assignment must expressly contain, among any other reasonable requirements and/or conditions of Frisco, an acknowledgment and agreement that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, the party who is responsible for the payment of the impact fees described in **Exhibit "H-1 Roadway& H-2 Wastewater"**, attached hereto, that Developer is obligated to pay under this Agreement and the party who is entitled to the Credit, or any portion thereof, contemplated herein, and the contact

name, address, phone number, fax number and electronic mail address of the assignee;

c. Developer will file any approved, executed Assignment in the Land Records of Denton County, Texas; and

d. Developer shall provide Frisco with a file-marked copy of the Assignment within ten (10) days of filing the same.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees, and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein.

24. **Indemnification**. The parties agree that the Indemnity provision set forth in Paragraph 10 herein are conspicuous, and the parties have read and understood the same.

25. **Construction**. All construction described herein shall be subject to and in compliance with all ordinances of Frisco, as they exist, may be amended or in the future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by Developer to Frisco.

26. **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

27. **Sovereign Immunity**. The parties hereto agree that Frisco has not waived its sovereign immunity by entering into and/or performing its obligations set forth herein

28. **Reference to Developer**. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

29. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

EXECUTED as of _____, 2012.

CITY OF FRISCO, TEXAS

_____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Rebecca Brewer, City Attorneys

PCR Land Company, LLC,
a Texas limited liability company

By: RJM/Celina II, L.P., Manager

By: RJM/Celina II, GP, Inc., General Partner

By: _____

Printed Name: TONY RUGGERI

Its: VICE PRESIDENT

Date: 12/7/12

STANDARD PACIFIC OF TEXAS, INC.,
a Delaware corporation

By: _____

Printed Name: Chris L. Mafoke

Its: Division President

Date: 12/2/12

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR THE CITY OF FRISCO, TEXAS, A TEXAS HOME RULE CORPORATION, AND HE EXECUTED THE SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF ~~COLLIN~~: Dallas

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tony Ruggeri, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE Vice President AND DULY AUTHORIZED REPRESENTATIVE OF RJM/CELINA II, GP, INC., A TEXAS CORPORATION AND THE GENERAL PARTNER OF RJM/CELINA II, L.P., A TEXAS LIMITED PARTNERSHIP, AND THE MANAGER OF **PCR LAND COMPANY, LLC**, A TEXAS LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE OF SAID CORPORATION AND COMPANY; AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF December, 2012.

HEATHER PAUZER
MY COMMISSION EXPIRES
August 31, 2016

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 8/31/16

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Chris Matzke, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE Division Pres. AND DULY AUTHORIZED REPRESENTATIVE OF **STANDARD PACIFIC OF TEXAS, INC.,** A DELEWARE COMPANY, WHO ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE OF SAID CORPORATION AND COMPANY; AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF December, 2012.

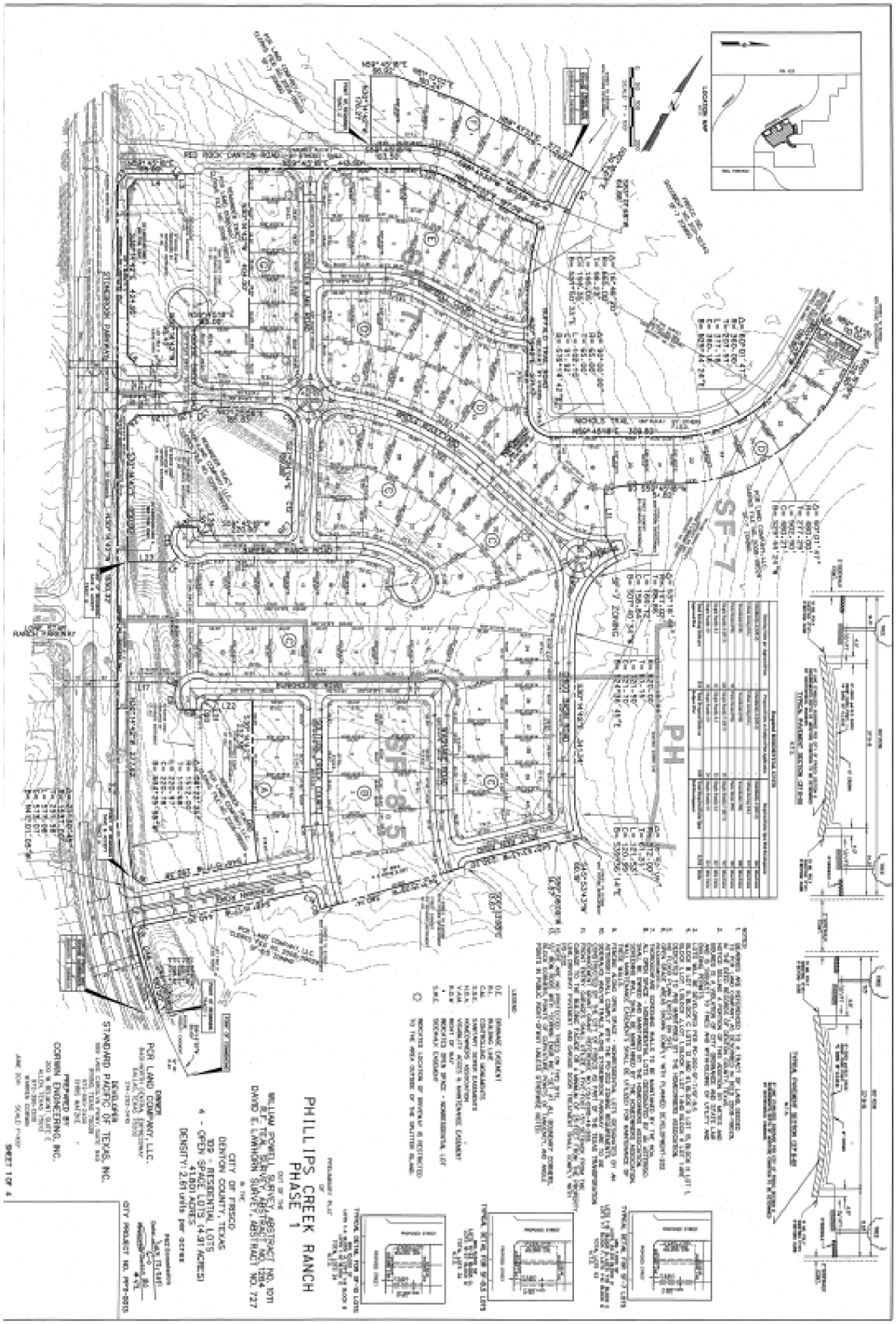
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 1-18-2013

JEANINE W WRIGHT
Notary Public, State of Texas
My Commission Expires
January 18, 2013

Exhibit "A"
Property Description

Pending

Exhibit "B"
Phase 1 Preliminary Plat



PHILLIPS CREEK RANCH
PHASE 1

PRELIMINARY PLAT

PHILLIPS CREEK RANCH PHASE 1

OUT OF THE

WILLIAM POWELL SURVEY, ABSTRACT NO. 991
D.P.R.T.C.T. AND
DAVID CLANNON SURVEY, ABSTRACT NO. 737

IN THE

CITY OF FRISCO
DENTON COUNTY, TEXAS

109 - RESIDENTIAL LOTS
4 - OPEN SPACE LOTS (4.91 ACRES)
DENSITY: 2.61 units per ACRE

OWNER
PCR LAND COMPANY, LLC.
[illegible]
214-220-2400

DEVELOPER
STANDARD PACIFIC OF TEXAS, INC.
[illegible]
972-465-2500

PREPARED BY
CORWIN ENGINEERING, INC.
[illegible]
972-381-0000

MARCH 2021

SHEET 3 OF 4

CITY PROJECT NO. FPS-2019-

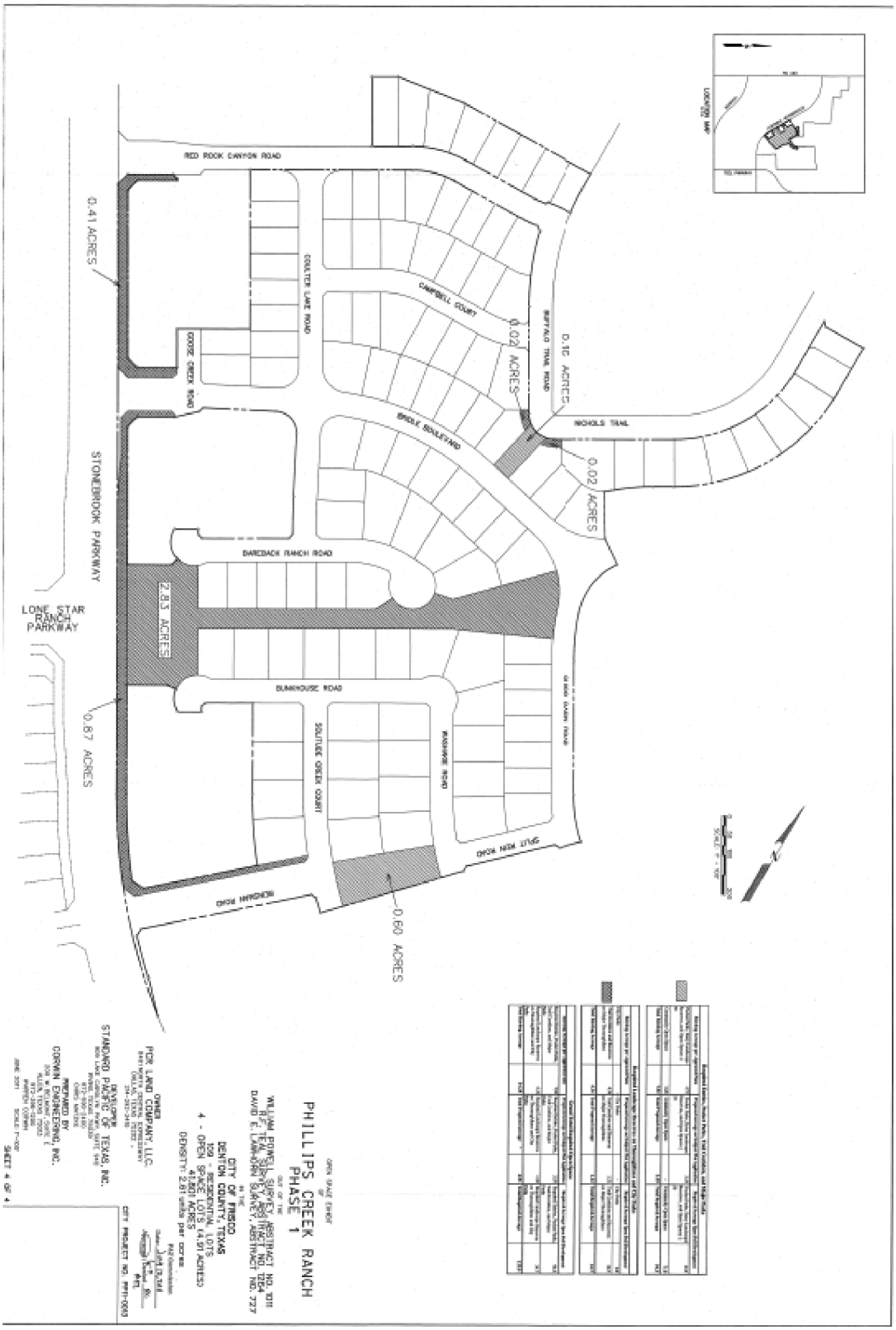
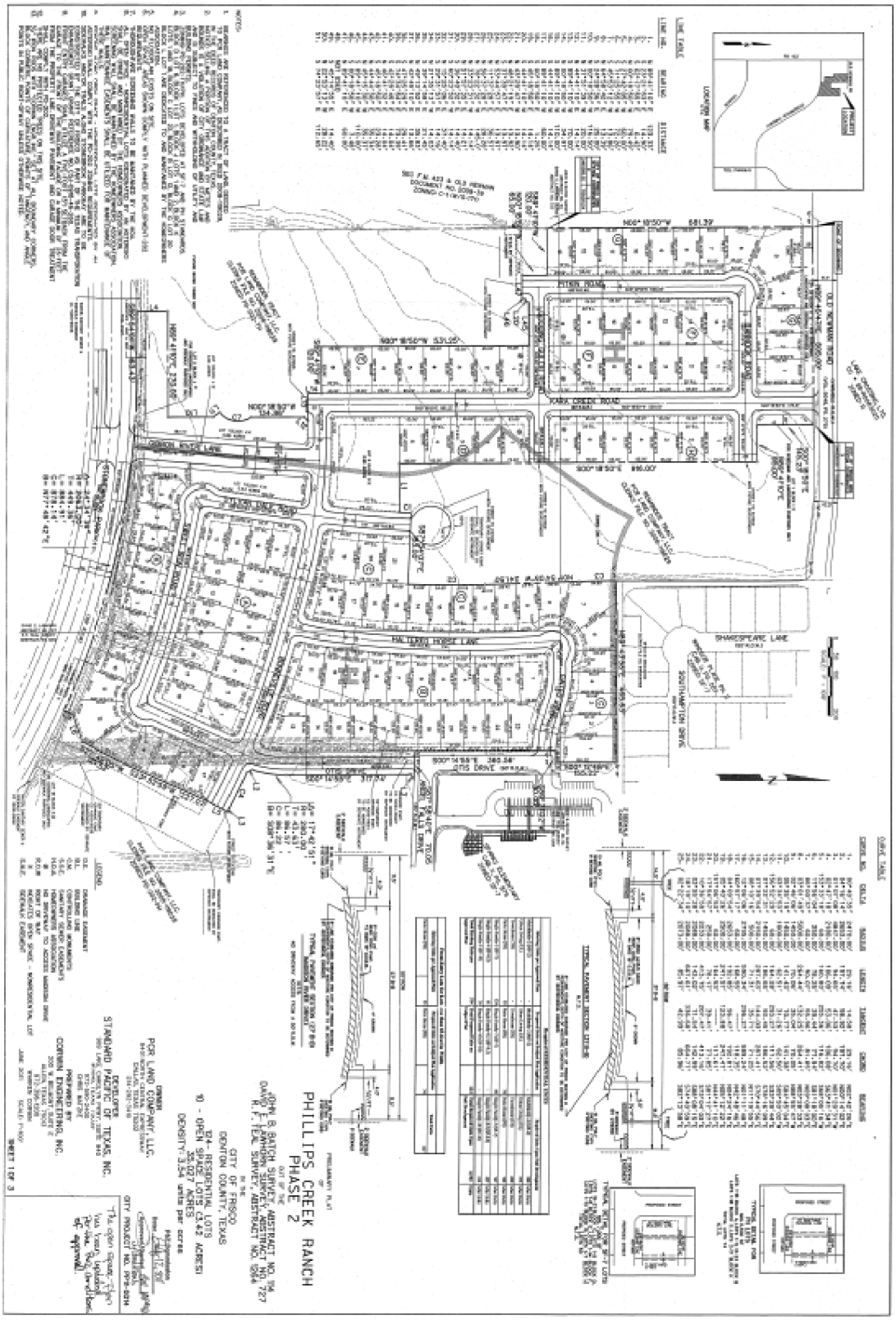

PHILLIPS CREEK RANCH
PHASE 1
RED ROCK CANYON ROAD
COULTER LAKE ROAD
CAMPBELL COURT
BUFFALO TRAIL ROAD
NICHOLS TRAIL
BRIDLE BOULEVARD
DAREDACK RANCH ROAD
BUNKHOUSE ROAD
SOUTHLEE CREEK COURT
RUSHMORE ROAD
STONEBROOK PARKWAY
LONE STAR RANCH PARKWAY
0.41 ACRES
0.87 ACRES
2.83 ACRES
0.02 ACRES
0.10 ACRES
0.02 ACRES
0.60 ACRES
OPEN SPACE TABLE
OPEN SPACE SUMMARY
OPEN SPACE LOTS (4.91 ACRES)
DENSITY: 2.81 UNITS PER ACRE
CITY OF FRISCO
DENTON COUNTY, TEXAS
159 - RESIDENTIAL LOTS
4 - OPEN SPACE LOTS (4.91 ACRES)
OWNER
PCR LAND COMPANY, LLC.
DEVELOPER
STANDARD PACIFIC OF TEXAS, INC.
PREPARED BY
CORWIN ENGINEERING, INC.
JUNE 2011
SCALE: 1"=100'
SHEET 4 OF 4
CITY PROJECT NO. PP11-003

Exhibit "C"
Phase 2 Preliminary Plat



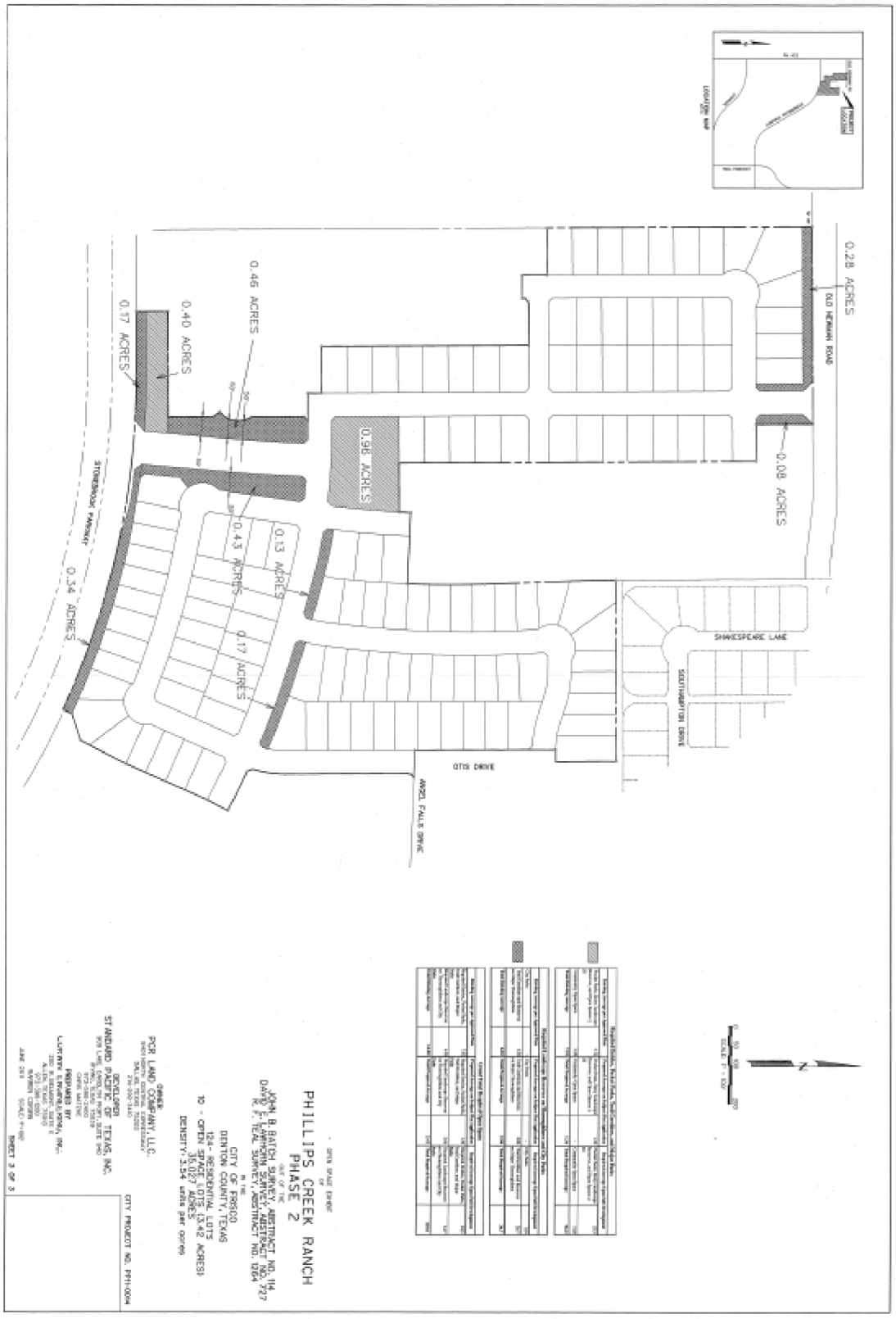
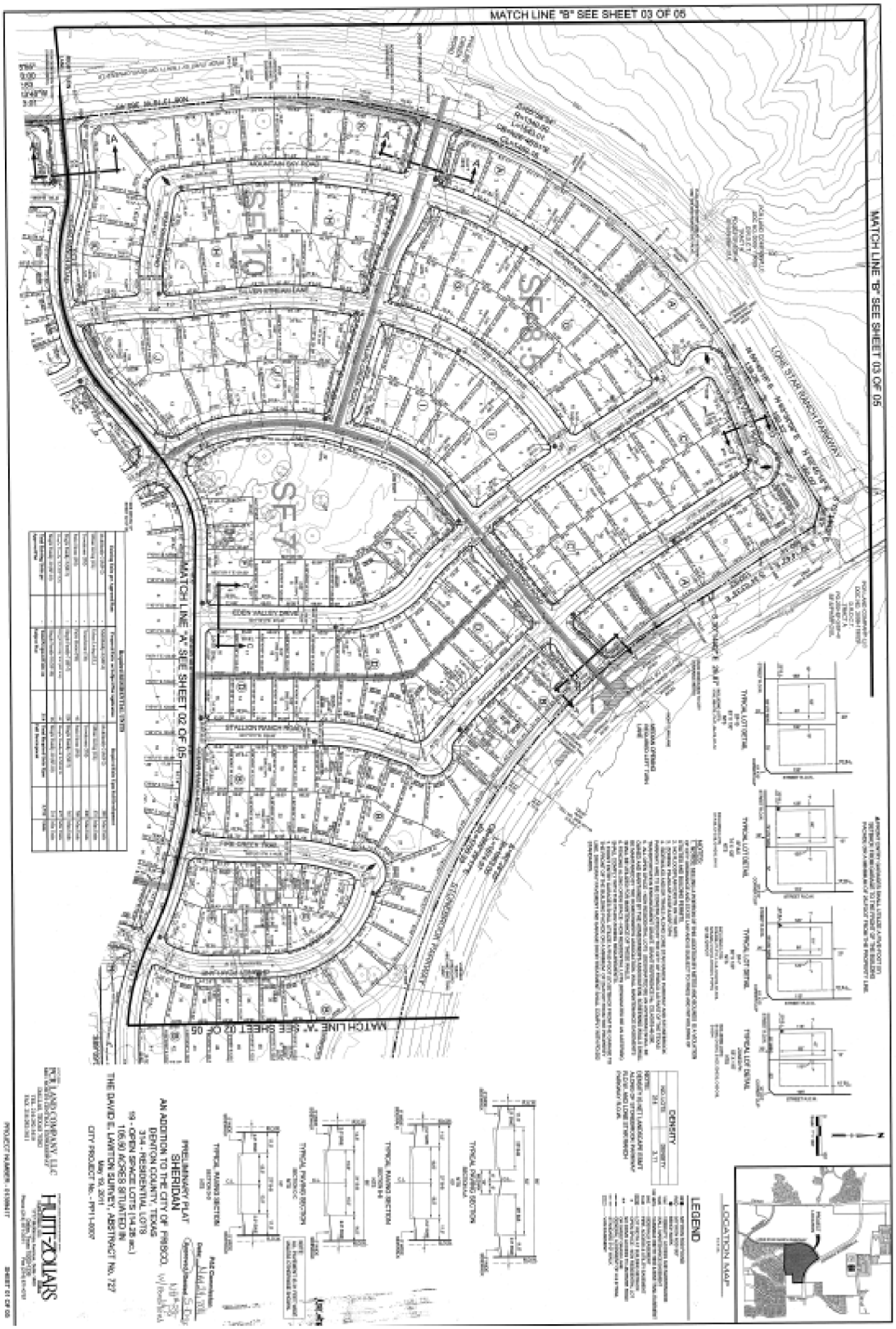
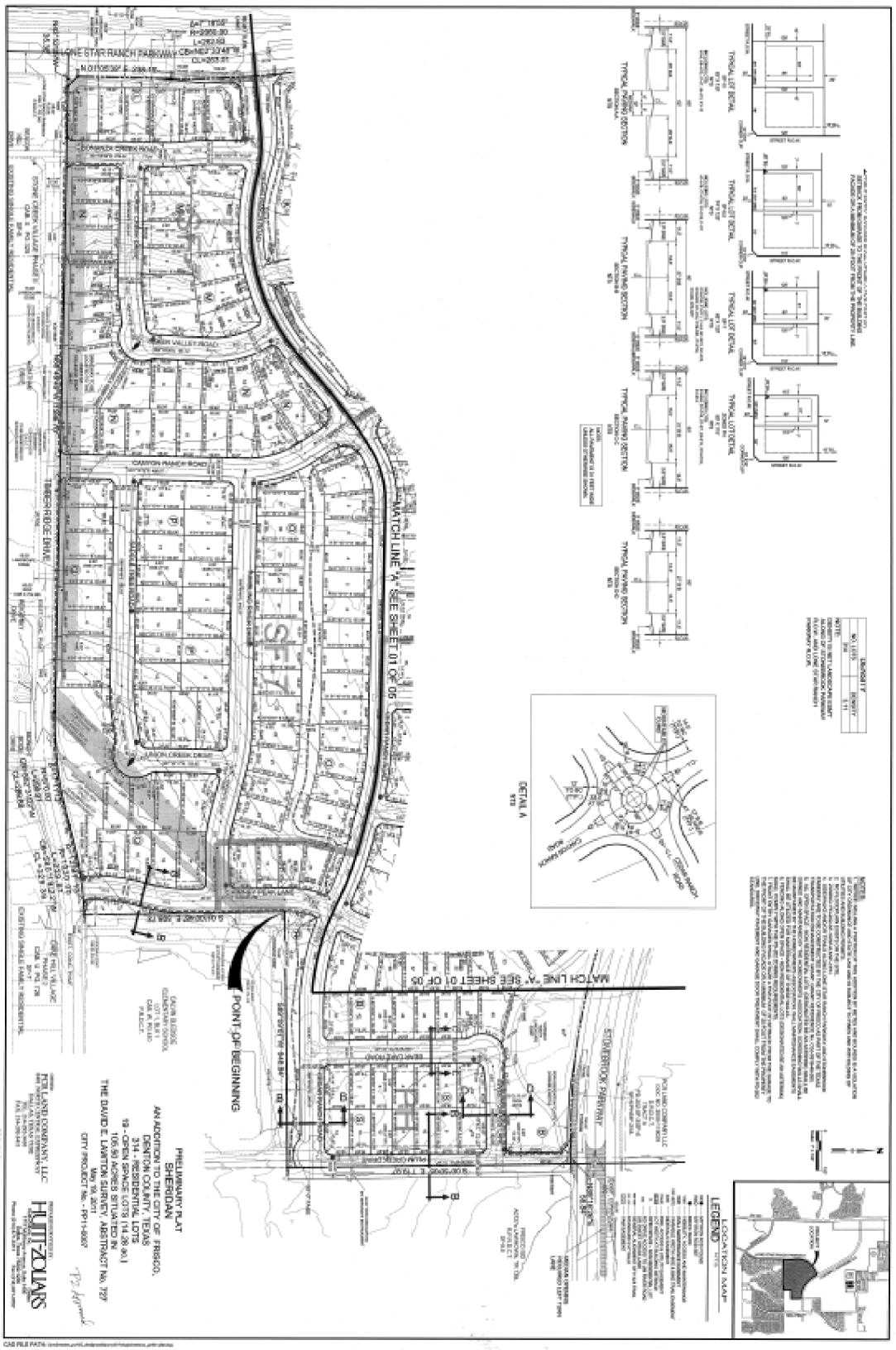
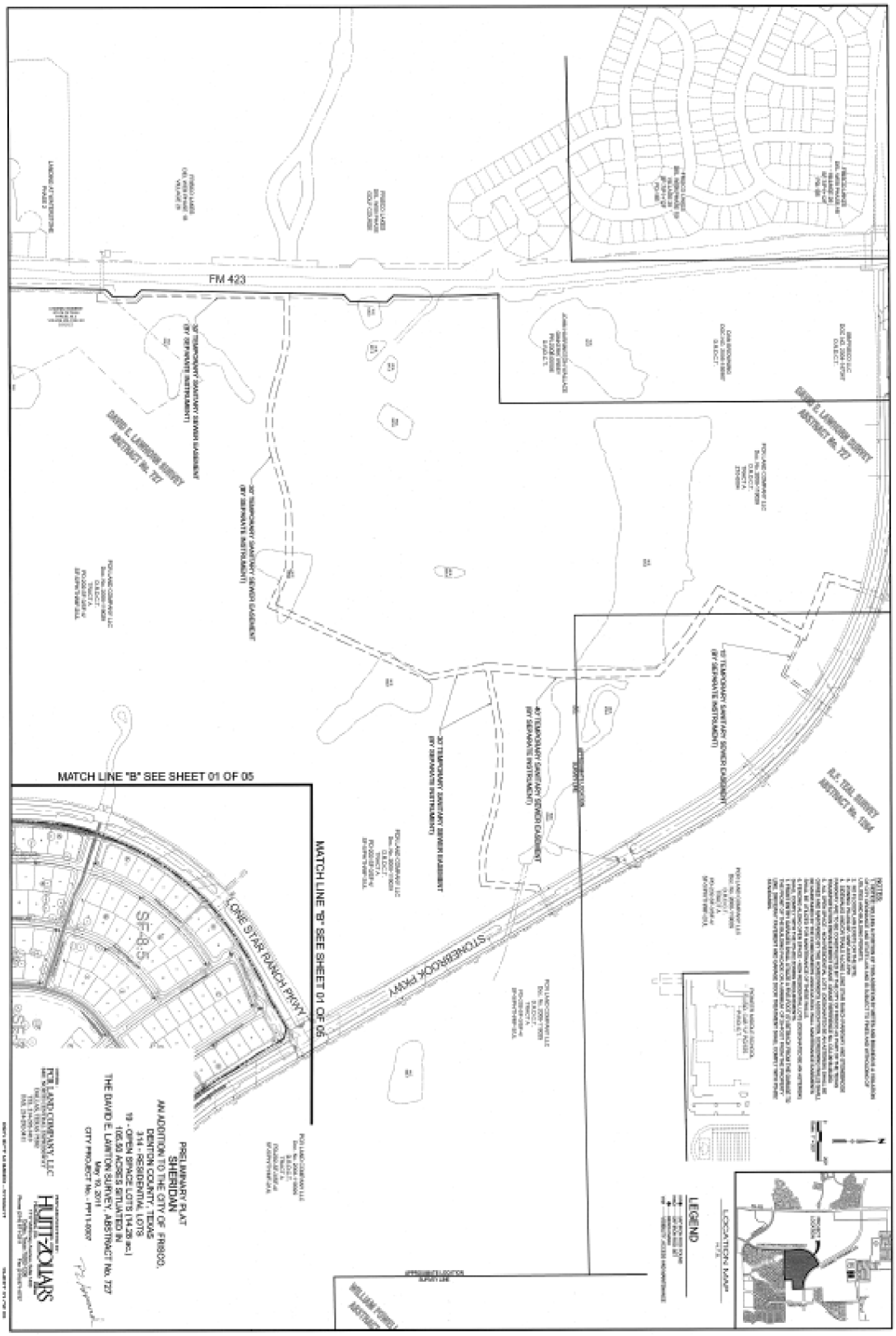

0.28 ACRES
OLD HERMAN ROAD
0.09 ACRES
0.98 ACRES
0.46 ACRES
0.40 ACRES
0.17 ACRES
0.13 ACRES
0.43 ACRES
0.17 ACRES
0.34 ACRES
STONEBROOK PARKWAY
SHAKESPEARE LANE
SOUTHAMPTON DRIVE
OTIS DRIVE
ANGEL FALLS DRIVE
PHILLIPS CREEK RANCH
PHASE 2
JOHN B. BATCH SURVEY, ABSTRACT NO. 114
DAVID P. LAWHORN SURVEY, ABSTRACT NO. 727
M. E. TEAL SURVEY, ABSTRACT NO. 1264
CITY OF FRISCO
DENTON COUNTY, TEXAS
124+ RESIDENTIAL LOTS
10 - OPEN SPACE LOTS (5.42 ACRES)
36.027 ACRES
DENSITY: 3.54 units per acres
OWNER
PGR LAND DEVELOPMENT, LLC.
ENGINEER
STANDARD PACIFIC OF TEXAS, INC.
PREPARED BY
CITY PROJECT NO. FP11-0004
SHEET 2 OF 3

Exhibit "D"
Sheridan Preliminary Plat




MATCH LINE "A" SEE SHEET 01 OF 05
MATCH LINE "A" SEE SHEET 01 OF 05
POINT OF BEGINNING
STONEBROOK PARKWAY
LONE STAR RANCH PARKWAY
PRELIMINARY PLAT
SHERIDAN
AN ADDITION TO THE CITY OF FRISCO,
DENTON COUNTY, TEXAS
314 - RESIDENTIAL LOTS
19 - OPEN SPACE LOTS (14.26 ac.)
105.50 ACRES SITUATED IN
THE DAVID E. LAWTON SURVEY, ABSTRACT No. 797
May 19, 2011
CITY PROJECT No. - PP11-0007
PETERSON LAND COMPANY, LLC
HUITT-ZOLLARS
LOCATION MAP
LEGEND
DETAIL A


FM 423
MATCH LINE "B" SEE SHEET 01 OF 05
MATCH LINE "B" SEE SHEET 01 OF 05
LONE STAR RANCH PKWY
STONEBROOK PKWY
SF-9.5
SF-9.5
PRELIMINARY PLAT
SHERIDAN
AN ADDITION TO THE CITY OF FRISCO,
DENTON COUNTY, TEXAS
314 - RESIDENTIAL LOTS
19 - OPEN SPACE LOTS (14.26 ac.)
105.93 ACRES SITUATED IN
THE DAVID E. LAWSON SURVEY, ABSTRACT No. 727
CITY PROJECT No. - PP11-10007
LEGEND
LOCATION MAP

PRELIMINARY PLAT
SHERIDAN
AN ADDITION TO THE CITY OF FRISCO,
DENTON COUNTY, TEXAS
314 - RESIDENTIAL LOTS
19 - OPEN SPACE LOTS (14.36 AC.)
106.99 ACRES SITUATED IN
THE DAVID B. LAWSON SURVEY, ABSTRACT No. 727
FIFTY SIXTY SIX TA - DEN LAWS
May 16, 2011

OWNER
PCB LAND COMPANY, LLC
4400 PGA BOULEVARD, SUITE 600
PALM BEACH GARDENS, FLORIDA 33418
561.624.5500

ENGINEER
HUITT-ZOLLARS
2700 Dallas Parkway, Suite 460
Plano, Texas 75093
972.359.3000

PROJECT NUMBER: 203566.07

SHEET 1A OF 9K

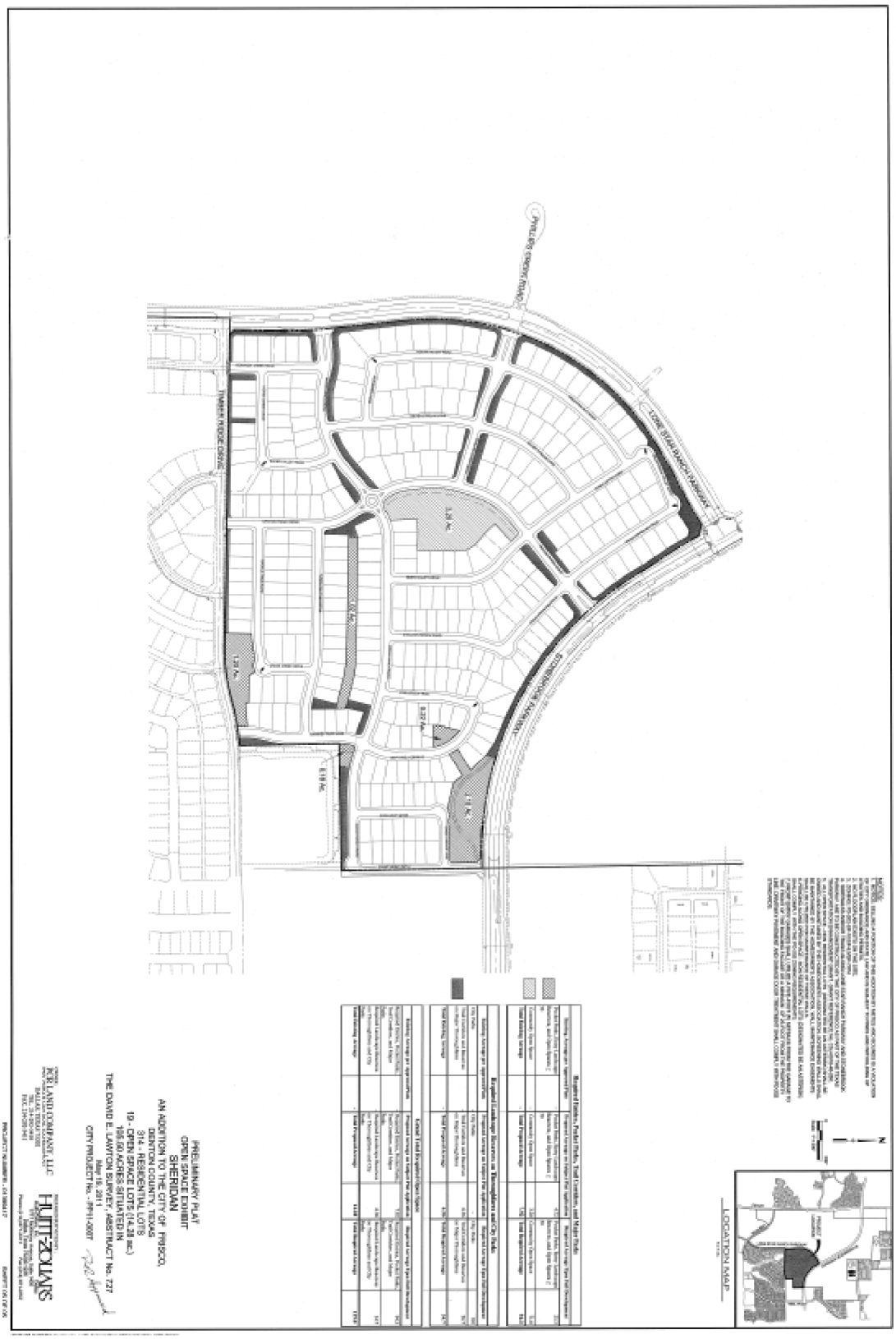

PRELIMINARY PLAT
OPEN SPACE EXHIBIT
SHERIDAN
AN ADDITION TO THE CITY OF FRISCO,
DENTON COUNTY, TEXAS
314 - RESIDENTIAL LOTS
19 - OPEN SPACE LOTS (14.28 ac.)
166.00 ACRES SITUATED IN
THE DAVID E. LAWYTON SURVEY, ABSTRACT No. 727
May 16, 2011
CITY PROJECT No. - PP11-0007
KB HOME LAND COMPANY, LLC
HUITT-ZOLLARS
PHILLIPS CREEK RANCH
TIMBER RIDGE DRIVE
LONE STAR RANCH PARKWAY
SCARBOROUGH MEADOW
3.28 Ac.
0.37 Ac.
0.18 Ac.
1.11 Ac.
LOCATION MAP

Exhibit "E"
Conceptual Master Plan

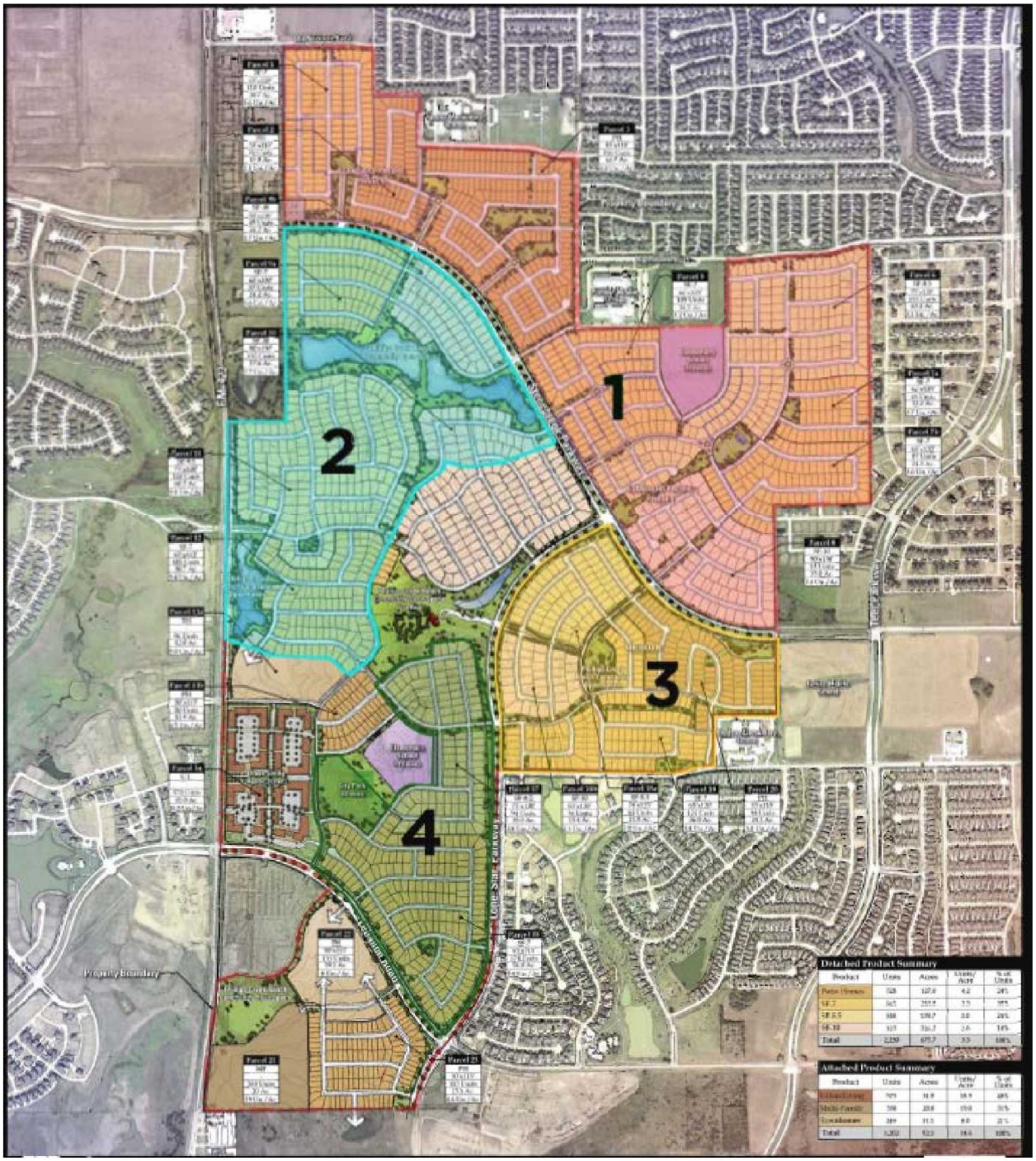
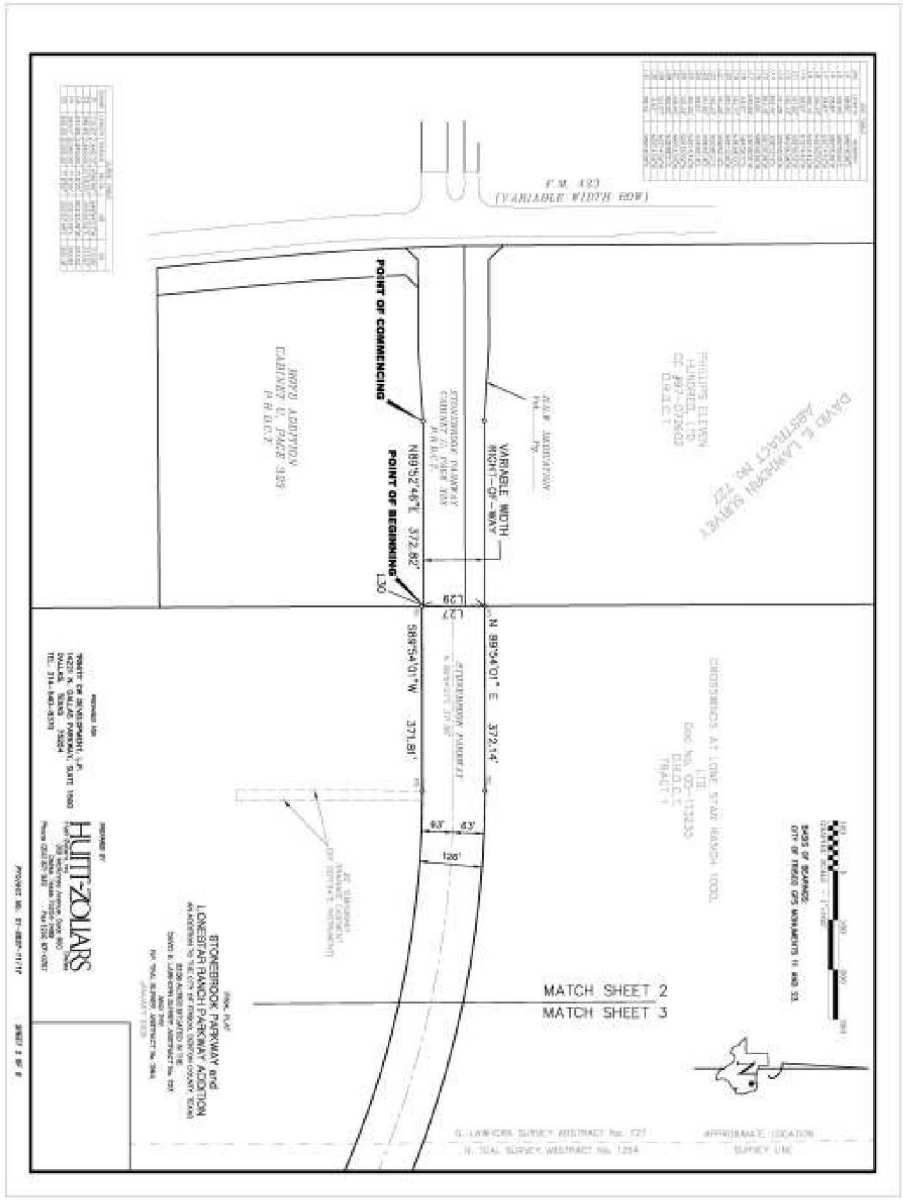
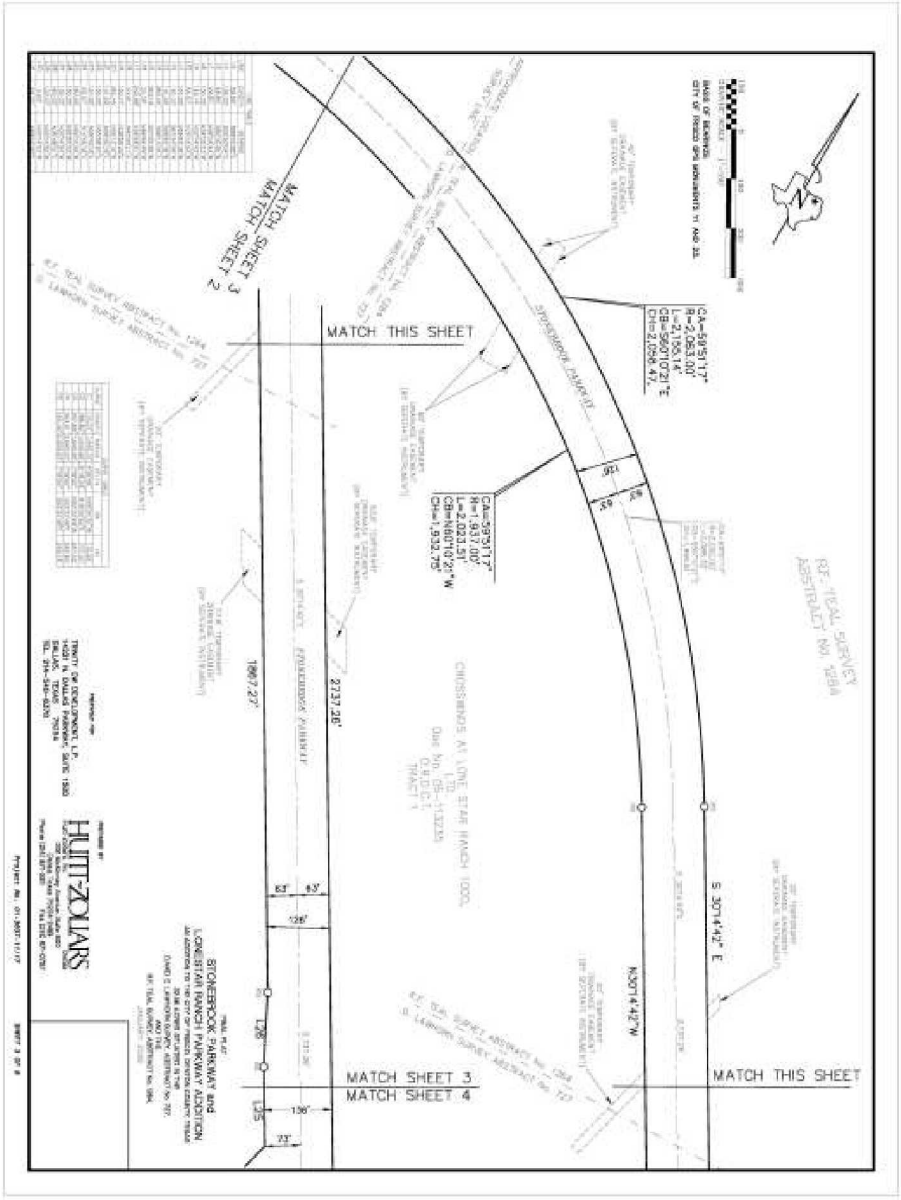
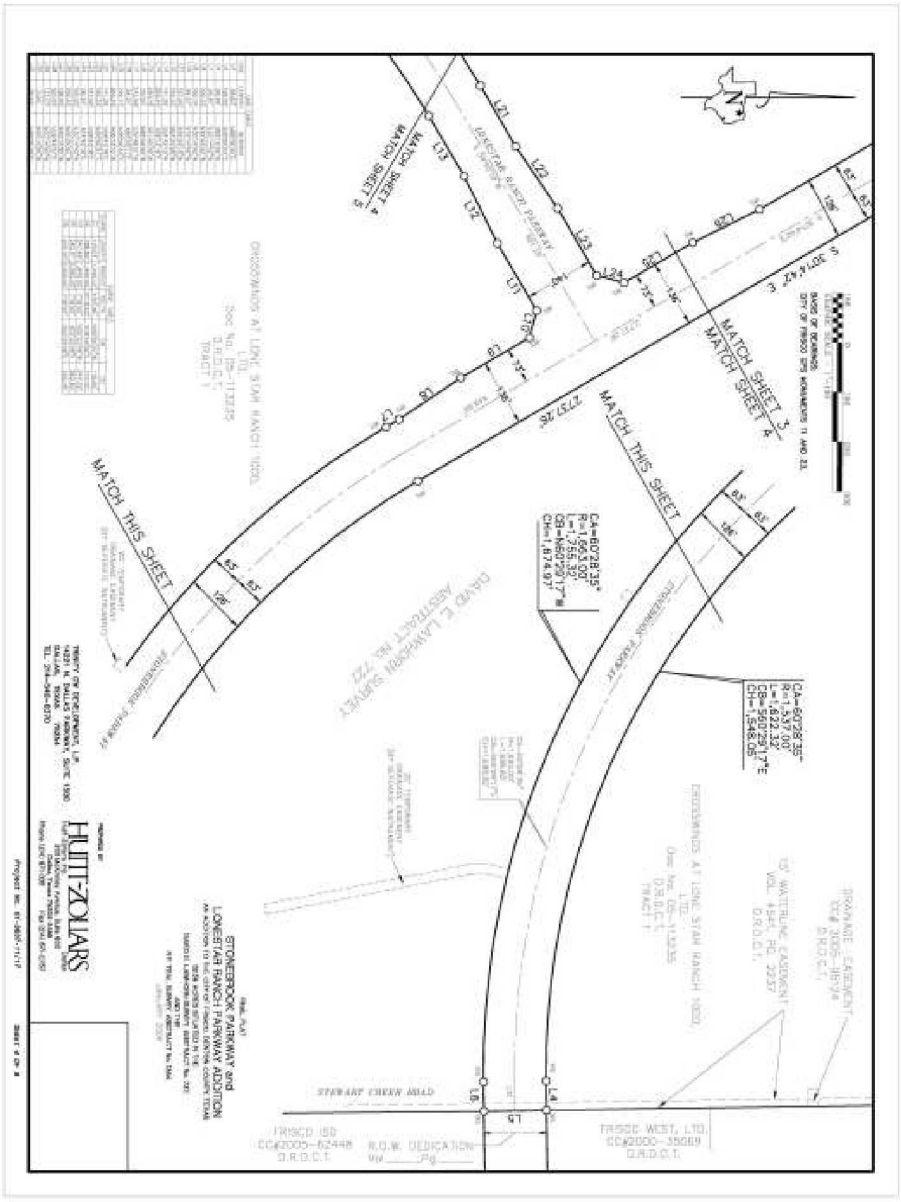
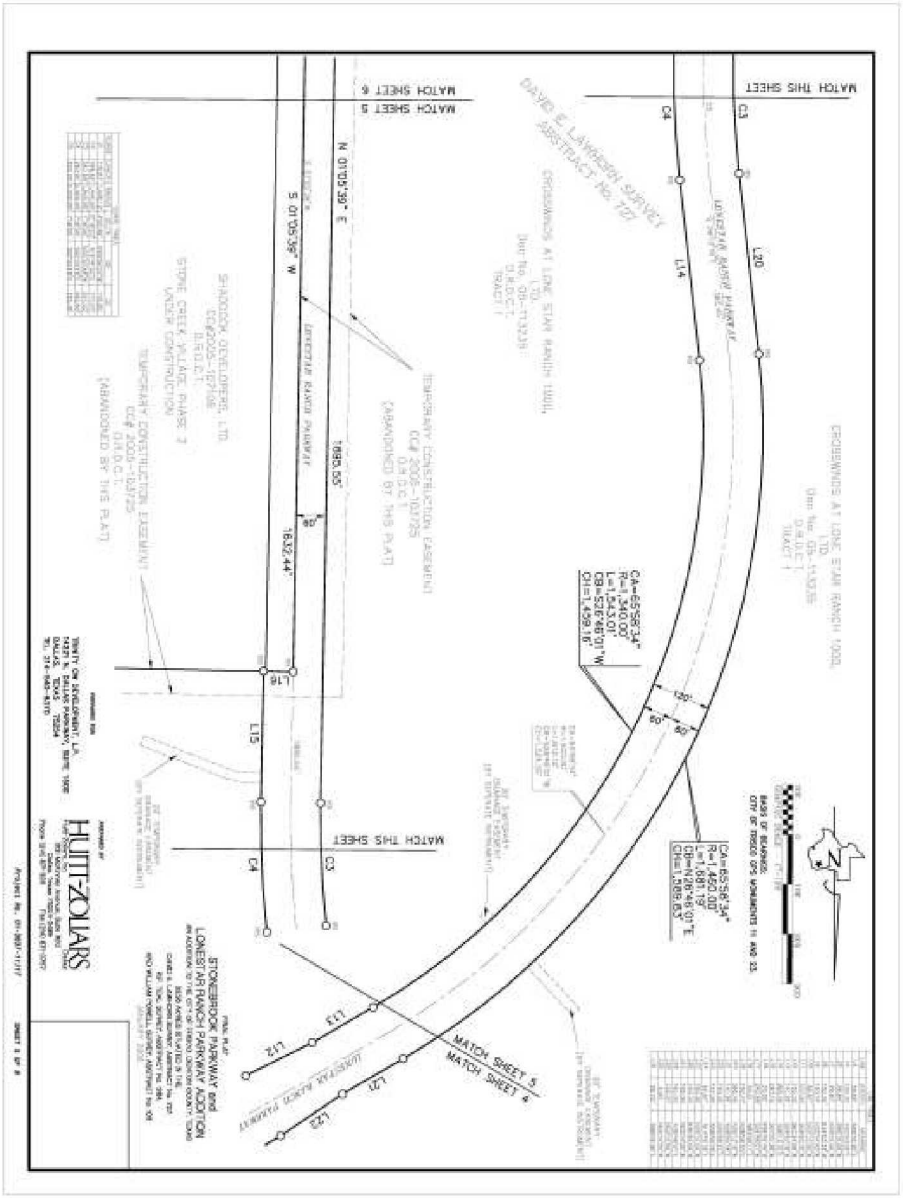


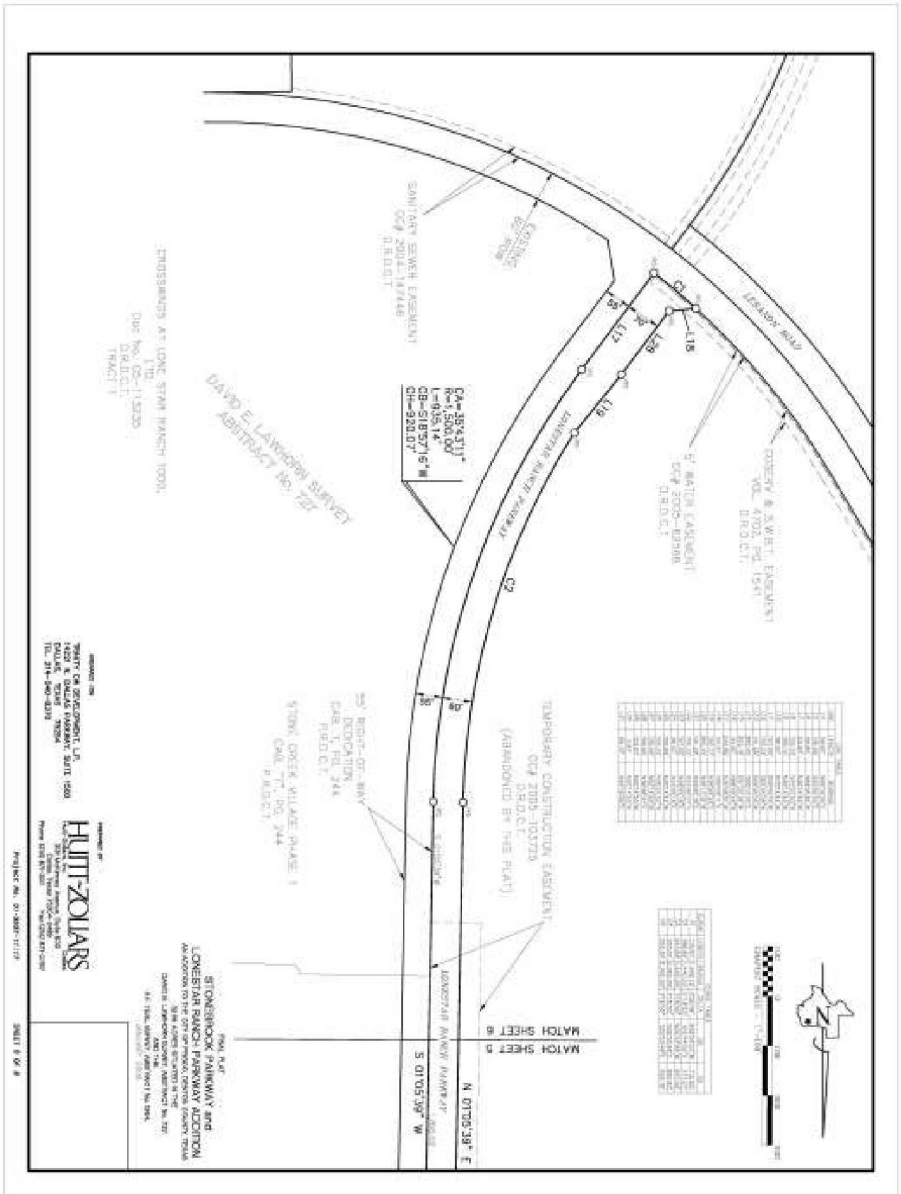
Exhibit "F"
Lone Star Ranch Parkway Paving Improvements


F.M. 423
(VARIABLE WIDTH ROW)
POINT OF COMMENCING
POINT OF BEGINNING
N89°52'48"E 372.82'
VARIABLE WIDTH
RIGHT-OF-WAY
S89°54'01"W 371.81'
N 89°54'01" E 372.14'
63'
63'
126'
MATCH SHEET 2
MATCH SHEET 3
STONEBROOK PARKWAY 6/6d
LONESTAR RANCH PARKWAY ADDITION
PREPARED BY
HUITT-ZOLLARS
PREPARED FOR
TRINITY DEVELOPMENT, LP
DAVID E. LAWRENCE SURVEY
ABSTRACT No. 727
CROSSROADS AT LONE STAR RANCH
APPROXIMATE LOCATION
SURVEY LINE


MATCH SHEET 2
MATCH THIS SHEET
STONEBROOK PARKWAY
CA=59°51'17"
R=2,063.00'
L=2,155.14'
CB=S60°10'21"E
CH=2,059.47'
CA=59°51'17"
R=1,937.00'
L=2,023.91'
CB=N60°10'29"W
CH=1,932.75'
1967.27'
2237.26'
CROSSROADS AT LONE STAR RANCH 1000, LTD.
Doc. No. 96-113233
O.P.R.D.C.T.
TRACT 1
R.F. TEAL SURVEY
ABSTRACT NO. 1284
S 30°14'42" E
N30°14'42"W
MATCH SHEET 3
MATCH SHEET 4
MATCH THIS SHEET
63'
63'
126'
L35
136'
23'
STONEBROOK PARKWAY and
LONESTAR RANCH PARKWAY ADDITION
TRINITY OAK DEVELOPMENT, L.P.
HUITT-ZOLLARS


MATCH THIS SHEET
MATCH SHEET 3
MATCH SHEET 4
MATCH THIS SHEET
STONEBROOK PARKWAY and LONESTAR RANCH PARKWAY ADDITION
HUITT-ZOLLARS
STEWART CREEK BLVD
FRISCO WEST, LTD.
FRISCO ISD
R.O.W. DEDICATION


MATCH THIS SHEET
MATCH SHEET 6
MATCH SHEET 5
MATCH THIS SHEET
MATCH SHEET 5
MATCH SHEET 4
DAVID E. LAWRENCE SURVEY
ABSTRACT NO. 727
CROSSINGS AT LONE STAR RANCH 1000L
Dmn No. 09-11435
0.41(C.T.
TRACT 1
STONEBROOK DEVELOPERS, LTD.
D204205-167
0.41(C.T.
TRACT 1
STONE CREEK VILLAGE PHASE 2
VACKAR CONSTRUCTION
TEMPORARY CONSTRUCTION EASEMENT
CC# 2005-100725
0.41(C.T.
(ABANDONED BY THIS PLAT)
TEMPORARY CONSTRUCTION EASEMENT
CC# 2005-100725
0.41(C.T.
(ABANDONED BY THIS PLAT)
LONESTAR RANCH PARKWAY
LONESTAR RANCH PARKWAY
L16
L15
L14
L13
L12
L20
L21
L22
C3
C4
C4
C3
N 01°36'39" E
S 01°36'39" W
1885.95'
1832.44'
80'
CA=65°56'34"
R=540.00'
L=1,549.01'
CB=S32°48'01"W
CH=1,464.16'
CA=65°56'34"
R=1,460.00'
L=1,681.19'
CB=N32°48'01"E
CH=1,589.63'
50'
50'
50'
50'
BASIS OF BEARINGS:
CITY OF FRISCO GPS MONUMENTS 11 AND 33
0
100
200
400
HUITT-ZOLLARS
STONEBROOK PARKWAY and
LONESTAR RANCH PARKWAY ADDITION
SHEET 1 OF 8


STONEBROOK PARKWAY and
LONESTAR RANCH PARKWAY ADDITION
HUITT-ZOLLARS
DAVID E. LAWSON SURVEY
ABSTRACT No. 727
LONESTAR RANCH PARKWAY
MATCH SHEET B
MATCH SHEET B
N 01°05'36" E
S 01°05'36" W
LEAVITT ROAD

STONEBROOK PARKWAY and
LONESTAR RANCH PARKWAY ADDITION
An ADDITION TO THE CITY OF FRISCO, DENTON COUNTY, TEXAS
SURVEYOR:
HUITT-ZOLLARS
TRINITY ON DOUBLE TREE, L.P.
14221 N. DALLAS PARKWAY, SUITE 1000
DALLAS, TEXAS 75254
TEL: 214-540-6300
Project No. 21-0001-11117
SHEET 1 OF 8

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

STONEBROOK PARKWAY and
LONESTAR RANCH PARKWAY ADDITION

Exhibit "G"
Phillips Creek Ranch Sanitary Sewer Improvements

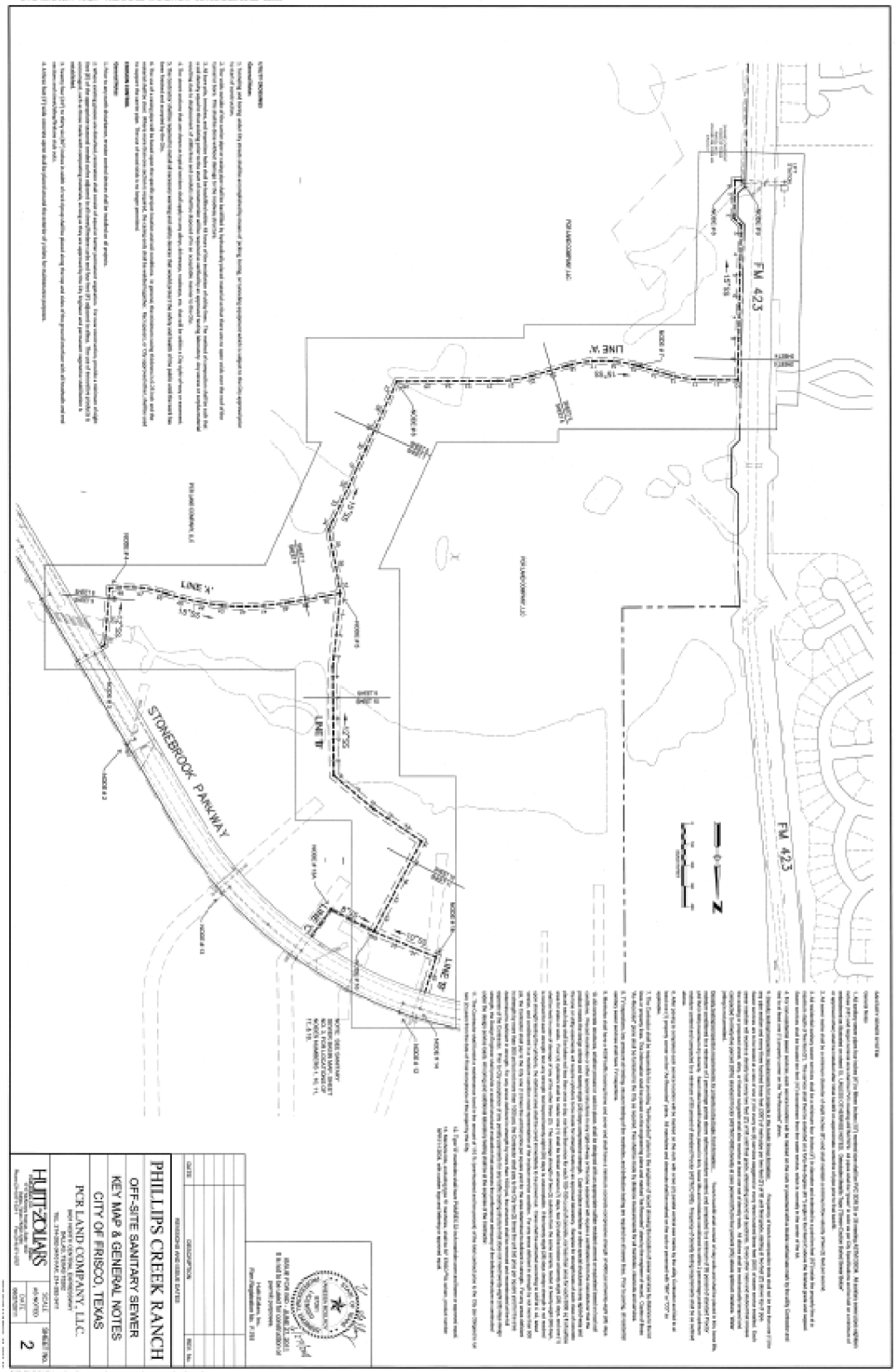


Exhibit "H-1 Roadway"
Pending

Exhibit "H-2 Wastewater"
Pending

AGENDA ITEM #41.

FRISCO
CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: Mayor and City Council

From: Ron K. Patterson, Assistant City Manager

CC: George Purefoy, City Manager
Jim Gandy, President FEDC

Date: December 13, 2012

Re: Development Agreement with Walgreens Specialty Pharmacy, LLC

Action Requested:

Approval of a development agreement with Walgreens Specialty Pharmacy, LLC.

Background Information:

Walgreens has been working with the Frisco Economic Development Corporation ("FEDC") to expand their business footprint here in Frisco which is currently located on the north east corner of Frisco Street and Technology Drive in 30,000 square feet with 100 employees. They have executed a Performance Agreement which will provide incentives for their physical space expansion which will also allow for additional employees. Such expansion will require them to relocate to a facility that is 60,890 square feet located in the 712 Business Park on the east side of John Elliot Drive, north of All Stars, with a build out that will accommodate a maximum of 473 employees. Since 2009 Walgreens has consolidated its Specialty Pharmacy operations from 15 to 6 locations and this expansion in Frisco would retain the current jobs that are already here and allow for further consolidation across the company into this new location.

Walgreens intends to complete the finish out of the entire 60,890 square feet but will be adding employees over time, therefore, some of the space will be empty for a period. This creates a conflict between our parking regulations and Walgreens actual parking demand when they first relocate into the new facility, thus the need for this Development Agreement ("Agreement"). Our regulations require that when a facility is built and

provided a Certificate of Occupancy ("CO"), which can handle all 473 employees, all of the parking must be in place at the time the CO is issued. This is only required in this instance because Walgreens has made the decision to finish out the entire space now and not as they add employees.

This Agreement provides a deferment of the required parking until specific benchmarks are reached. The first of which is that before Walgreens can be issued a CO for its entire 60,890 square foot space it must have a specific number of parking spaces to handle its employee population at move in. Specifically, Walgreens must have 189 spaces for up to 189 employees at move in and cannot increase above 190 employees until the second benchmark is met which is Walgreens must add the parking spaces shown on the plan attached to this Agreement. This provides 255 additional spaces for a total of 444 spaces which will allow Walgreens to increase staffing up to a maximum of 444 in the space. This approach provides a two step process of meeting the overall parking requirements.

Staff considered further stair stepping the additional parking. However, there have been a number of parking issues with the current tenants of other buildings in this business park which have required allotting spaces to specific tenants. The benchmark process outlined herein best aligns with those allotment actions as well as matches with the incentives contained in the Performance Agreement (attached for your reference) with the FEDC.

Should Walgreens default on the Agreement by hiring additional staff without the addition of the 255 spaces the City could revoke the CO, however, they would also be violation of their Performance Agreement with the FEDC and a claw-back provision under Section III. (l.) of that agreement would go into effect requiring them to repay incentive funds provided to them for the relocation.

Alternatives:

The City Council could consider the following alternatives:

- Table the item.
- Not pass the Agreement.
- Direct staff to make changes or modifications.

Financial Considerations:

NA

Legal Review:

The Development Agreement has been reviewed by the City Attorney's office.

Supporting Documents:

- Memo
- Development Agreement
- Performance Agreement

Staff Recommendation:

Staff recommends passage as submitted.

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
George Purefoy
City of Frisco, Texas
6101 Frisco Square Blvd.; 5th Floor
Frisco, Texas 75034

DEVELOPMENT AGREEMENT BETWEEN WALGREENS SPECIALTY PHARMACY, LLC AND THE CITY OF FRISCO, TEXAS

(Mail Order Pharmacy & Patient Care Call Center)

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2012 ("Effective Date of the Agreement"), by and between the City of Frisco, Texas, a Texas home-rule municipal corporation ("Frisco") and Walgreens Specialty Pharmacy, LLC, a Delaware limited liability company ("Walgreens"). Frisco and Walgreens are individually and collectively referred to herein as "Party" or "Parties".

WHEREAS, Walgreens currently operates a Walgreens Specialty Pharmacy (Mail Order Pharmacy & Patient Care Call Center), in the City of Frisco, which provides customers nationwide access to a variety of medications, services, and programs for managing complex and chronic health conditions; and

WHEREAS, Walgreens is desirous of expanding its operations to at least 60,000 square feet of office/warehouse space within Frisco pursuant to a Lease Agreement ("Lease"), dated on or about the date hereof, between Walgreens, as tenant, and SeaCal Frisco LLC, as landlord, for: (i) such space located in the building having a municipal address of 10530 John W. Elliot Drive, Suite 100, Frisco, Texas 75034, as particularly depicted on and identified in ***Exhibit "A"***, attached hereto and incorporated herein for all purposes as Building A ("Walgreens Building"), and (ii) that certain unimproved real property containing approximately 2.72 acres located adjacent to the Walgreens Building as more particularly depicted on and described in ***Exhibit "B"***, attached hereto and incorporated herein for all purposes ("Parking Lot Premises"; together with the Walgreens Building, the "Project"); and

WHEREAS, Walgreens and the Frisco Economic Development Corporation ("FEDC") have entered into that certain Amended and Restated Performance Agreement, dated _____, 2012, ("Performance Agreement") whereby the FEDC has agreed to provide economic assistance ("Economic Incentives") to facilitate this office/warehouse expansion in Frisco by providing cost reimbursement for the Project; said Performance Agreement being incorporated herein by reference for all purposes; and

WHEREAS, Walgreens has requested that Frisco enter into this Agreement and issue it a Certificate of Occupancy ("CO") for the Walgreens Building, once Walgreens completes the finish-out of the Walgreens Building as provided herein, contained within the Project, allowing it to open for business prior to Walgreens meeting the parking criteria for the issuance of a CO

pursuant to Subsection 6.04 of Frisco's Zoning Ordinance No. 11-04-09, as amended ("Zoning Ordinance"); and

WHEREAS, Walgreens acknowledges and agrees that Frisco is not required to issue the CO; and

WHEREAS, in order to facilitate the development of the Project, Walgreens has requested that Frisco grant the CO, once Walgreens completes the finish-out of the Walgreens Building as provided herein, and defer the parking requirements mandated by the Zoning Ordinance under the terms and conditions set forth herein ("Deferred Parking Requirements"); and

WHEREAS, Walgreens acknowledges and agrees that the Performance Agreement requires it to, among other things, construct parking spaces on the property underlying the Project, designated, restricted and dedicated solely for use of Walgreens, its employees, contractors or others working in and/or operating out of the Walgreens Building (collectively, "Employee(s)"), depending on the number of Employees Walgreens has employed, which must occur prior to Walgreens employing its one hundred ninety first (191st) Employee, who will work in and/or operate out of the Walgreens Building; and

WHEREAS, Walgreens hereby acknowledges and agrees that should it fail to meet the construction and completion of the Deferred Parking Requirements in accordance with this Agreement and the Zoning Ordinance, Walgreens shall be in default of this Agreement, subjecting Walgreens to the default provisions of this Agreement, including but not limited to, Frisco's revocation of the CO and Frisco requiring Walgreens to cease and desist its operations of the Project; and

WHEREAS, Walgreens further acknowledges and agrees that as partial consideration for Frisco entering into this Agreement and issuing the CO, Frisco is relying on, among other things, Walgreens's Representations (hereinafter defined), as well as Walgreens providing the Waiver and Release (hereinafter defined), Assumption of Liability (hereinafter defined) and Indemnity (hereinafter defined); and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to issue the CO, subject to the terms and conditions set forth herein, in order to, among other things, promote economic development in Frisco; and

WHEREAS, Walgreens and Frisco acknowledge and agree that this Agreement is strictly contingent upon Walgreens complying, at all times, with this Agreement; and

WHEREAS, Walgreens acknowledges and agrees that its failure to comply, at all times, with this Agreement, shall authorize Frisco to, among other things, declare Walgreens in default of this Agreement and seek any and all remedies available to Frisco as hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Walgreens agree as follows:

1. **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Walgreens.

2. **Property Subject to Agreement**. The property that is subject to this Agreement is the leasehold estate owned by Walgreens created under the Lease covering the Project (which Project comprises the Walgreens Building and the Parking Lot Premises).

3. **Frisco's Issuance of CO**. Subject to Walgreens's acknowledgements and agreements set forth in this Agreement, and Walgreens's completion of the finish-out of the Walgreens Building under a Frisco-issued building permit and Frisco's final acceptance[1] of the same ("Finish-Out of the Walgreens Building"), Frisco hereby agrees to issue the CO for the Walgreens Building in order to facilitate the development of the Project, thereby, among other things, promoting the benefits of economic growth in Frisco.

4. **Deferred Parking Requirements**. As partial consideration for Frisco issuing the CO to Walgreens, Walgreens shall, at its sole cost and expense, construct, complete (or cause to be constructed and completed) and obtain Frisco's final acceptance of the following:

(a) before Frisco issues the CO, a minimum of one hundred eighty-nine (189) parking spaces located within the "Designated Parking Area", as identified and shown on ***Exhibit "B"***, for use by no more than a total of one hundred eighty-nine (189) Employees working in and/or operating out of the Walgreens Building; and

(b) prior to the one hundred ninety first (191st) Employee working in and/or operating out of Building "A", a minimum of two hundred fifty-five (255) additional parking spaces on the Parking Lot Premises, as depicted on ***Exhibit "B"*** (for a total of four hundred forty-four (444) parking spaces) (the parking spaces described in subparagraphs 4(a) and (b) are collectively referred to as, "Parking Spaces") for use by no more than a total of four hundred forty-four (444) Employees working in and/or operating out of the Walgreens Building; and

(c) at no time will Walgreens cause more than four hundred forty-four (444) Employees to work in and/or operate out of the Walgreens Building after subparagraph 4(b) has been satisfied, unless Walgreens provides any required additional parking pursuant to the Zoning Ordinance.

[1] "Frisco's final acceptance" as used herein shall mean and be conditioned upon: (i) Walgreens not being in breach of this Agreement; (ii) Walgreens's completion of all construction required herein pursuant to the Regulations (hereinafter defined); and (iii) Walgreens submitting to Frisco evidence, in a form(s) reasonably acceptable to Frisco, that all of the actual construction costs have been incurred and paid by Walgreens, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens, statutory forms of the Unconditional Waiver and Release on Final Payment and any other evidence reasonably required by Frisco.

5. **Verification and Compliance**. Walgreens acknowledges and agrees that when it provides the required documentation, evidencing its verification and compliance with the Performance Agreement, as set forth therein, Walgreens shall simultaneously provide a copy of the same to Frisco addressed to the person listed in Paragraph 15 below.

6. **Revocation of CO**. Should Walgreens fail to comply with any term or condition of this Agreement, Walgreens acknowledges and agrees that it shall be in default with the provisions of this Agreement, thereby subjecting it to the remedies set forth below, including but not limited to, Frisco's revocation of the CO and issuance of a cease and desist of Walgreens's operations of the Project.

7. **Agreement Strictly Contingent Upon Walgreens's Compliance with this Agreement**. As partial consideration for Frisco entering into this Agreement and issuing the CO, Walgreens acknowledges, agrees, represents and warrants (collectively, "Walgreens's Representations") that this Agreement is strictly contingent upon Walgreens complying, at all times, with this Agreement and that Walgreens's failure to comply, at all times, with this Agreement, shall authorize Frisco to, among other things, declare Walgreens in default of this Agreement and seek any and all remedies available to Frisco as hereinafter provided.

8. **Walgreens's Waiver and Release; Walgreens's Assumption of Liability**. (A) WALGREENS DOES HEREBY FULLY, COMPLETELY AND UNCONDITIONALLY RELEASE, WAIVE, RELINQUISH AND DISCHARGE (COLLECTIVELY, "WAIVER AND RELEASE") FRISCO FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, OBLIGATIONS, COVENANTS, DUTIES, LIABILITIES, COSTS, EXPENSES, CONTROVERSIES, LIENS, ENCUMBRANCES, ACTIONS AND CAUSES OF ACTION AND DEFICIENCIES OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER IN TORT OR CONTRACT, WHETHER FIXED, CONTINGENT OR OTHERWISE WHICH ARISE, OR COULD ARISE, FROM OR RELATE IN ANY MANNER WHATSOEVER TO THE FACTS ALLEGED, OR THAT COULD BE ALLEGED, AND CLAIMS ASSERTED, OR THAT COULD BE ASSERTED, BY WALGREENS WITH REGARD TO FRISCO, AMONG OTHER THINGS: (I) ENTERING INTO THIS AGREEMENT; (II) ISSUING THE CO; AND/OR (II) ENFORCING THE DEFAULT PROVISIONS SET FORTH BELOW.

(B) NOTWITHSTANDING THE FACT THAT WALGREENS HAS REQUESTED FRISCO TO ENTER INTO THIS AGREEMENT AND ISSUE THE CO, AND, ALTHOUGH NOT REQUIRED TO, FRISCO'S ISSUANCE OF THE CO, WALGREENS ASSUMES ANY AND ALL LIABILITY, CONSEQUENCES, DAMAGES OR OTHERWISE (COLLECTIVELY, "ASSUMPTION OF LIABILITY"), WHICH MAY RESULT, IN WHOLE OR IN PART, FROM IT DEVELOPING THE PROJECT IN ACCORDANCE WITH THIS AGREEMENT AND THE CO.

9. INDEMNIFICATION. (A) IN CONSIDERATION OF FRISCO ENTERING INTO THIS AGREEMENT AND ISSUING THE CO, WALGREENS DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO (COLLECTIVELY, "INDEMNITY") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED, AT ANY TIME, BY THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL ACT AND/OR OMISSION OF FRISCO AS A RESULT OF ACTIONS

TAKEN AND/OR NOT TAKEN BY FRISCO IN REGARD TO ITS ENTERING INTO THIS AGREEMENT AND ISSUING THE CO (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH 9 AS "CLAIMS"). WALGREENS IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS.; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT FRISCO (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN WALGREENS IS NOT REQUIRED TO INDEMNIFY OR DEFEND FRISCO TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO FRISCO FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT FRISCO IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, FRISCO AGREES TO REIMBURSE WALGREENS FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY WALGREENS THAT ARE ATTRIBUTABLE TO FRISCO'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO WALGREENS WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT.

(B) IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY WALGREENS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH OBLIGATION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF WALGREENS'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF WALGREENS'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. WALGREENS SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF WALGREENS FAILS TO RETAIN DEFENSE COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND WALGREENS SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO.

(C) THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. **Frisco's Reliance on Walgreens's Representations, the Waiver and Release, Assumption of Liability and Indemnity; Frisco's Recommendation**. (a) Walgreens acknowledges and agrees that Frisco is relying on, among other things, Walgreens's Representations, as well as, the Waiver and Release, Assumption of Liability and Indemnity provided by Walgreens in entering into this Agreement and issuing the CO.

(b) Walgreens further acknowledges and agrees that Frisco has recommended, and hereby reiterates its recommendation, that Walgreens consult with an attorney regarding the implication, consequences and/or potential damages with moving forward with development of the Project based on Frisco entering into this Agreement, issuing the CO and the remedies available to Frisco in the event Walgreens fails to comply with this Agreement.

11. **Limitations of Agreement**. The Parties hereto acknowledge that this Agreement is limited to the matters set forth herein. Frisco ordinances covering property taxes, utility rates,

permit fees, inspection fees, development fees, impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further this Agreement does not waive or limit any of the obligations of Walgreens to Frisco under any ordinance, whether now existing or in the future arising.

12. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/WALGREENS'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. WALGREENS ACKNOWLEDGES AND AGREES THAT:

(I) THE AGREEMENTS, COVENANTS AND/OR OBLIGATIONS COMMITTED BY WALGREENS, IN WHOLE OR IN PART, AND/OR FRISCO'S ENFORCEMENT OF THE REMEDIES SET FORTH BELOW, IF NECESSARY, DOES/DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; AND/OR
(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) WALGREENS'S COVENANTS, CONDITIONS AND OBLIGATIONS SET FORTH IN THIS AGREEMENT ARE ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH WALGREENS'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.

(III) WALGREENS SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF ANY THIRD PARTIES BROUGHT PURSUANT TO THIS PARAGRAPH 12.

B. WALGREENS RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS AND/OR ACTIONS WITH RESPECT TO THIS AGREEMENT.

C. WALGREENS WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION WITH RESPECT TO THIS AGREEMENT.

D. THIS PARAGRAPH 12 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. **Vested Rights/Chapter 245 Waiver**. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Project and/or the underlying property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Frisco with fair notice of any project of Walgreens. **WALGREENS WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

14. **Default**. (a) **By Walgreens**. If Walgreens fails to comply with the provisions of this Agreement, and after receipt of written notice from Frisco with ten (10) days opportunity to cure, Frisco shall have all of the following remedies, in addition to Frisco's other rights and remedies:

i. to revoke any issued CO; and/or

ii. to issue a cease and desist of Walgreens's operations of the Project, which will require Walgreens's immediate compliance; and/or

iii. to refuse to issue building permits for any improvement to be constructed as part of the Project; and/or

iv. to refuse to issue a CO for the Project; and/or

v. to seek specific performance of this Agreement.

(b) **By Frisco**. In the event Frisco fails to comply with the terms and conditions of this Agreement, and after receipt of written notice from Walgreens with ten (10) days opportunity to cure, Walgreens may seek specific enforcement of this Agreement as its sole and exclusive remedy.

15. **Notice**. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to Frisco: City of Frisco
Attention: Ron Patterson
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

With Copy to:	Abernathy, Roeder, Boyd and Joplin, P.C. Attention: Rebecca Brewer 1700 Redbud Blvd., Suite 300 McKinney, Texas 75070-1210
If to Walgreens:	Walgreens Specialty Pharmacy, LLC Attn: _____ 104 Wilmot Road Deerfield, Illinois 60015

16. **Attorney's Fees**. In any legal proceeding brought to enforce the terms of this Agreement the prevailing Party may recover its reasonable and necessary attorney's fees from the non-prevailing Party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

17. **Walgreens's Warranties/Representations**. All warranties, representations and covenants made by Walgreens in this Agreement or in any certificate or other instrument delivered by Walgreens to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the termination of this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

18. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

19. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

20. **Consideration**. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

21. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

22. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

23. **Savings/Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24. **Representations**. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

25. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

26. **Assignment/Binding Effect**. This Agreement is not assignable except to a wholly owned subsidiary of Walgreens and upon the following conditions:

a. the assignment of the Agreement must be evidenced by a recordable document. The recordable document referred to in this Paragraph 26 is subject to the reasonable approval of Frisco;

b. at the time of assignment, Walgreens must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the reasonable approval of Frisco;

c. Walgreens will file any approved, executed assignments in the Land Records of Collin County, Texas; and

d. Walgreens shall provide Frisco with the name, address, phone number, fax number and the name of a contact person for the assignee.

27. **Indemnification**. The Parties agree that the indemnity provisions set forth in **Paragraphs 9 and 12** herein are conspicuous, and the Parties have read and understood the same.

28. **Engineering, Design and Construction**. All engineering, design, construction and completion of the Finish-Out of the Walgreens Building and the Parking Spaces described herein shall be subject to and in compliance with all applicable agreements, approved plans and specifications, ordinances, regulations, rules and/or requirements of Frisco, whether now existing, hereafter amended or in the future arising (collectively, "Regulations"). Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by Walgreens to Frisco.

29. **Waiver**. Waiver by either Party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

30. **Reference to Walgreens**. When referring to "Walgreens" herein, this Agreement shall refer to and be binding upon all parties within the herein defined term Walgreens, and its officers, directors, members, employees, contractors, subcontractors, vendors, representatives, successors, assignees, agents, licensees, invitees, grantees, trustees and any other third party for whom Walgreens is legally responsible.

31. **Reference to Frisco**. When referring to "Frisco" herein, this Agreement shall refer to and be binding upon Frisco, and its Council Members, officers, employees, representatives and agents.

32. **Exhibit "A"**. Walgreens acknowledges and agrees that ***Exhibit "A"***, attached hereto, entitled "Final Site Plan" and dated March 2012, has not been approved by Frisco and is being used for demonstrative purposes only.

33. **Sovereign Immunity**. The Parties agree that Frisco has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except with regard to the enforcement of Frisco's obligations set forth herein.

34. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date of the Agreement.

FRISCO:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

WALGREENS:
WALGREENS SPECIALTY PHARMACY, LLC,
a Delaware limited liability company

By: _____

Print Name: Robert M Silverman

Its: Vice President

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF Illinois:

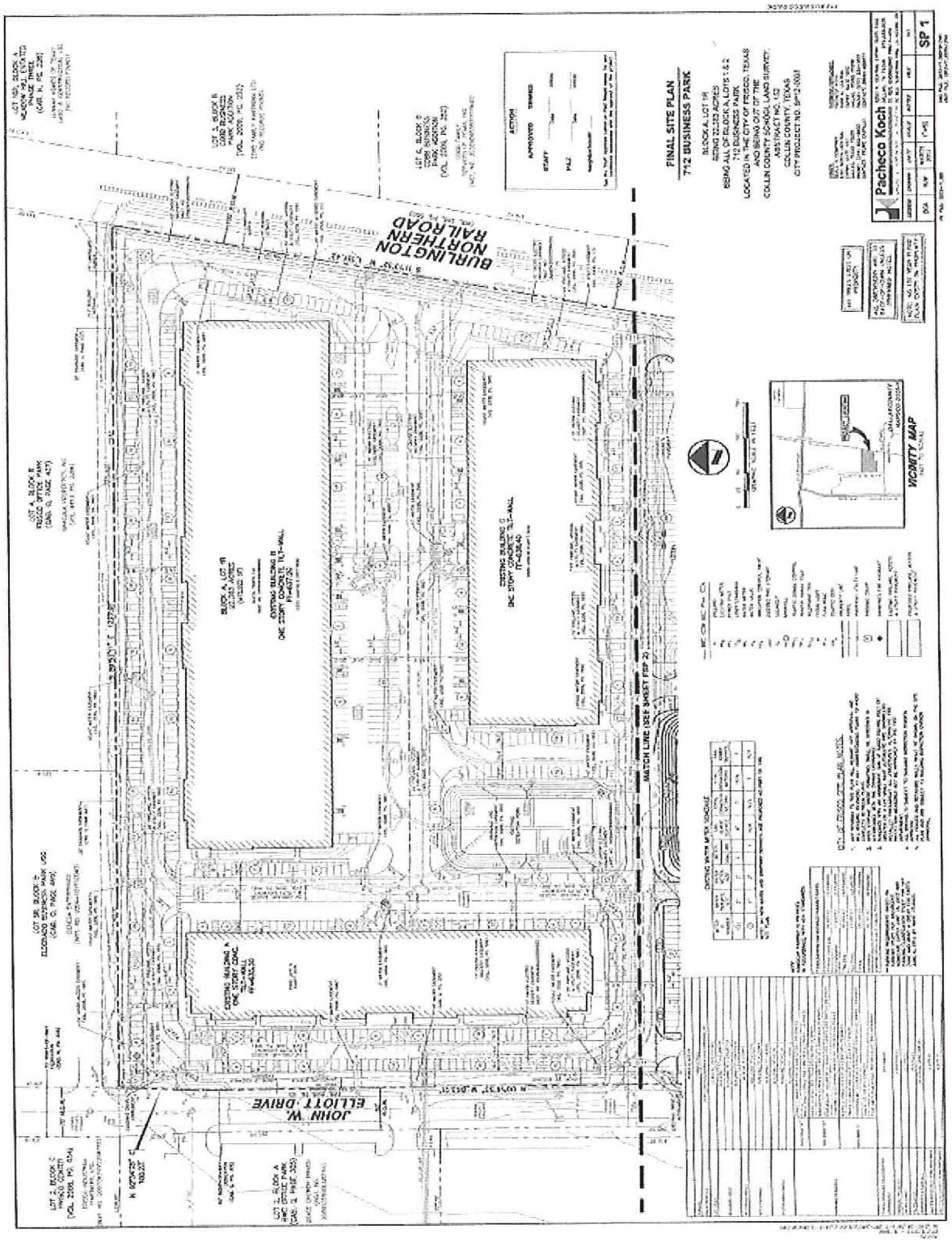
COUNTY OF Lake:

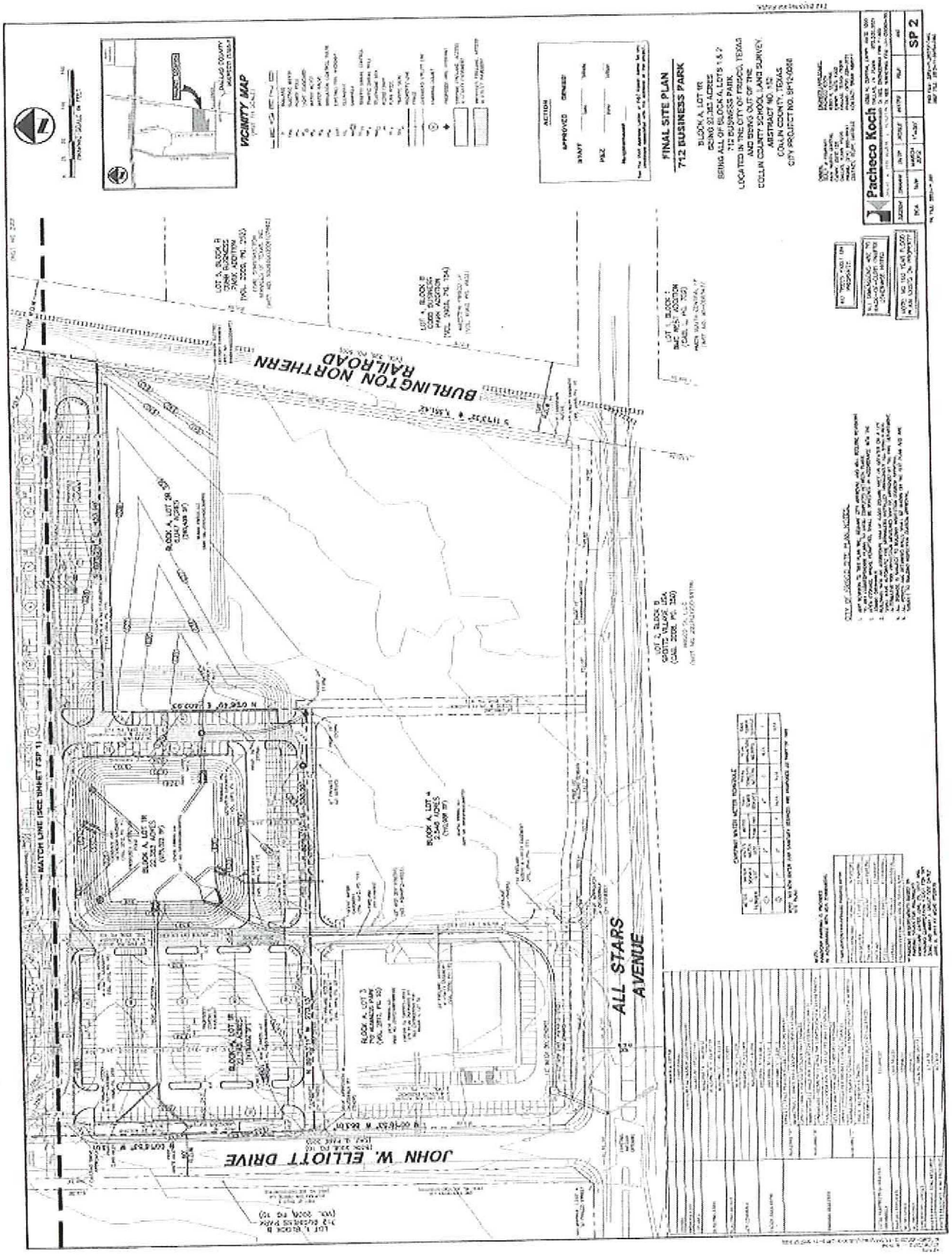
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF IL, ON THIS DAY PERSONALLY APPEARED Robert M Silva
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE IS THE vice president AND DULY AUTHORIZED REPRESENTATIVE OF WALGREENS SPECIALTY PHARMACY, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND THAT HE.SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

Lisette Moreno
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
My commission expires: 8/28/15

"OFFICIAL SEAL"
LISETTE MORENO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/28/2015

EXHIBIT "A"
Walgreens Building




VICINITY MAP
FINAL SITE PLAN
712 BUSINESS PARK
BURLINGTON NORTHERN RAILROAD
ALL STARS AVENUE
JOHN W. ELLIOTT DRIVE
Pacheco Koch
SP 2

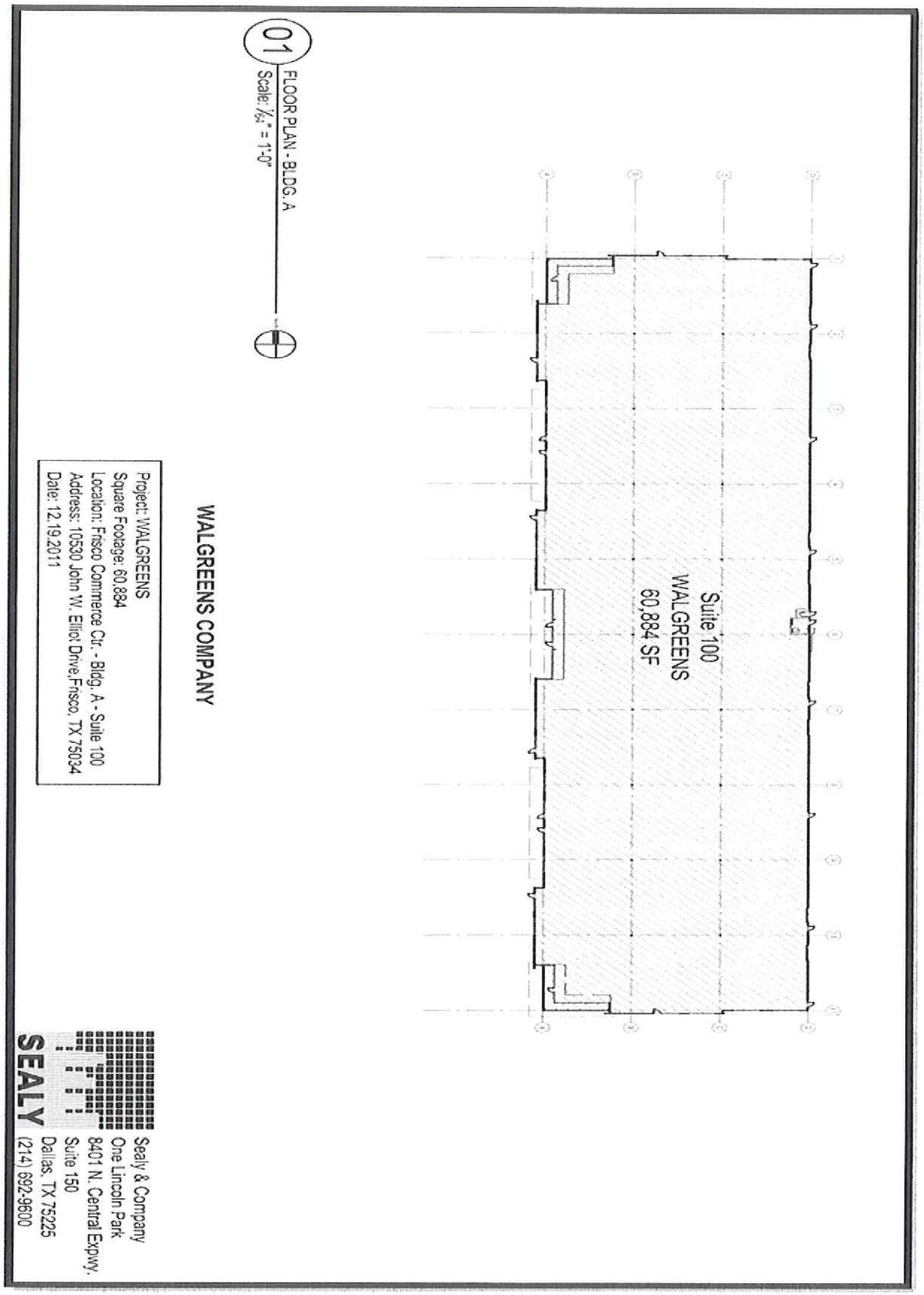
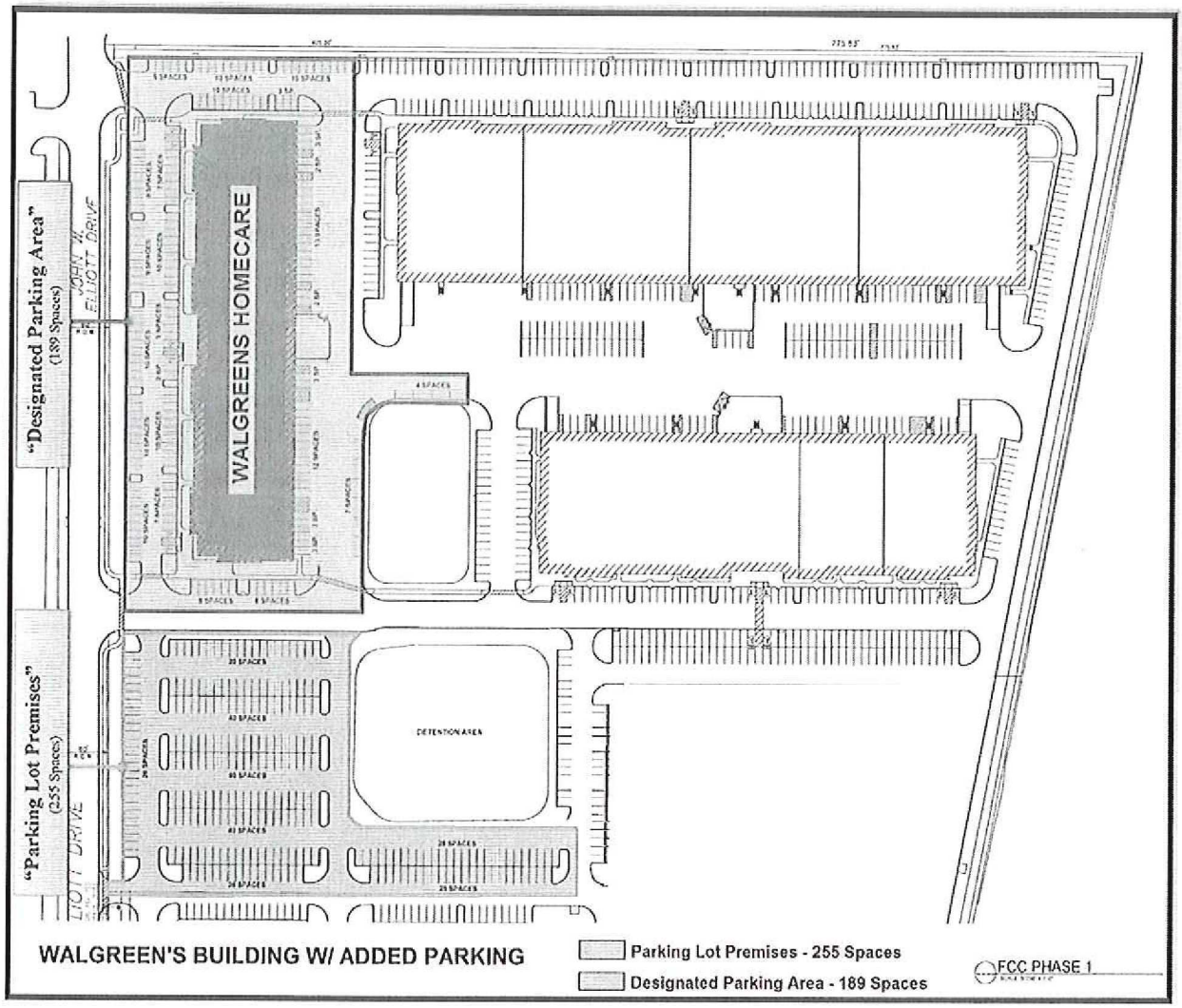

01
FLOOR PLAN - BLDG. A
Scale: 1/64" = 1'-0"
Suite 100
WALGREENS
60,884 SF
WALGREENS COMPANY
Project: WALGREENS
Square Footage: 60,884
Location: Frisco Commerce Ctr. - Bldg. A - Suite 100
Address: 10530 John W. Elliot Drive,Frisco, TX 75034
Date: 12.19.2011
SEALY
Sealy & Company
One Lincoln Park
8401 N. Central Expwy.
Suite 150
Dallas, TX 75225
(214) 692-9600

EXHIBIT "B"

Parking Lot Premises



AMENDED AND RESTATED PERFORMANCE AGREEMENT
Between
FRISCO ECONOMIC DEVELOPMENT CORPORATION
And
WALGREENS SPECIALTY PHARMACY, LLC

This Performance Agreement (this "Agreement") is made and entered into by and between the **Frisco Economic Development Corporation (the "FEDC")**, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act"), and **Walgreens Specialty Pharmacy, LLC**, a Delaware limited liability company **(the "Company")**.

RECITALS

WHEREAS, Company currently operates a Walgreens Specialty Pharmacy (Mail Order Pharmacy & Patient Care Call Center), in the City of Frisco which provides customers nationwide access to a variety of medications, services, and programs for managing complex and chronic health conditions; and

WHEREAS, the Company is desirous of expanding its operations to at least 60,000 square feet of office/warehouse space within the City of Frisco, Texas (the "City"); and

WHEREAS, the Company has requested that the FEDC provide economic assistance to facilitate this office/warehouse expansion in the City of Frisco by providing cost reimbursement for office/warehouse space to be occupied by the Company (the "Project"); and

WHEREAS, the expansion of the Company's office/warehouse facility in the City will create "primary jobs", as that term is defined in the Act, being a job available at a company for which a majority of the products or services of the company are ultimately exported to regional, statewide, national or international markets; and

WHEREAS, primary jobs created by the Project of the Company fall within the North American Industry Classification System (NAICS) Sector No. 551; and

WHEREAS, the FEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Frisco for which the FEDC was established to encourage the development and use of industrial and business properties within the City; and

WHEREAS, the Company is entering into a Development Agreement with the City whereby the City will grant a Certificate of Occupancy for the Project and defer the parking requirement mandated by the number of employees until Company reaches 191 full-time employees (the "Development Agreement"); and

WHEREAS, the FEDC is willing to provide the Company with economic assistance hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the FEDC and Company agree as follows:

I. **Economic Assistance.** Subject to the terms of this Agreement, the FEDC will provide Company economic assistance in the form of Performance Economic Incentives ("Economic Incentives") in an amount up to, but not to exceed Three Hundred Eighteen Thousand Dollars ($318,000.00).

Upon meeting the qualifications and requirements (the "Performance Requirements"), the Company shall be entitled to the following Economic Incentives:

Economic Incentives and Performance Requirements Schedule:

Economic Incentive No.	Full-Time Jobs	Square Feet Occupied	Taxable Real Property	Taxable Business Personal Property	FEDC Incentive	Total FEDC Incentive	Eligibility Period**
1	125	60,000	$1,500,000	$2,000,000	$165,625	$165,625	December 31, 2013
2	140	60,000			$19,875	$185,500	December 31, 2014
3	190*	60,000			$66,250	$251,750	December 31, 2015
4	240*	60,000			$66,250	$318,000	December 31, 2016

* Accounts for potential added full-time jobs to the facility. Incentives for No. 3 and No. 4 will be based upon incremental increases in employment per the performance requirements below.

** The Expiration Date for each Economic Incentive is December 31 of each calendar year during the term of the Performance Agreement, beginning December 31, 2013.

II. **Requirements for each Economic Incentive.**

a. A maximum Economic Incentive of $165,625 will be paid to the Company upon completion of the following Performance Requirements for Incentive No. 1:

1) Documentation of an executed lease agreement for a minimum of 60,000 rentable square feet of office/warehouse space in the City (the "Lease Premises") for a term of not less than one hundred twenty (120) months without an option to vacate the space prior to eighty-four (84) months (the "Lease") on or before December 31, 2013; and

2) Documentation on or before December 31, 2013 of receipt of a Certificate of Occupancy ("CO") from the City for Building "A", depicted on Exhibit A attached hereto and incorporated herein for all purposes, along with documentation of a minimum of 189 parking spaces dedicated and restricted for use by the Company and not more than a total of 190 employees, contractors, or others working at Building "A"; and

3) Documentation of the Company adding taxable leasehold improvements to Real Property in the City with a value of not less than $1,500,000.00 on or before December 31, 2013; and

4) Documentation of the Company adding taxable Business Personal Property in the City with a value of not less than $2,000,000.00 on or before December 31, 2013; and

5) Documentation that the Company has created, staffed and maintained employment of at least one hundred twenty-five (125) full-time employees in the City on or before December 31, 2013; and

6) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

b. A maximum Economic Incentive of $19,875.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2:

1) Documentation of continuous occupancy of the Lease Premises; and

2) Documentation that the Company has created, staffed and maintained employment of at least one hundred forty (140) full-time employees in the City on or before December 31, 2014; and

3) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

c. A maximum Economic Incentive of up to $66,250.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3:

1) Documentation of continuous occupancy of the Lease Premises; and

2) Documentation that the Company has created, staffed and maintained employment of at least one hundred forty (140) full-time employees in the City on or before December 31, 2015; and

3) Documentation that the Company has created, staffed and maintained full-time employment for up to fifty (50) additional jobs in the City, each additional job qualifying for an incentive amount based upon $1,325 per employee, on or before December 31, 2015; and

4) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

d. A maximum Economic Incentive of up to $66,250.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4:

1) Documentation of continuous occupancy of the Lease Premises; and

2) Documentation that the Company has staffed and maintained employment of at least the number of full-time jobs as verified in Incentive No. 3 in the City on or before December 31, 2016; and

3) Documentation that the Company has created, staffed and maintained full-time employment for up to fifty (50) additional jobs in the City, each additional job qualifying for an incentive amount based upon $1,325 per employee, on or before December 31, 2016; and

4) Upon reaching 191 employees, contractors, or others working at Building "A", the Company shall provide documentation of the construction and acceptance by the City of Frisco of a minimum of 255 additional parking spaces (a minimum total of 444 parking spaces dedicated and restricted for use by the Company); and5) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

For the purposes of this Agreement, "rentable square feet" is defined as the actual square footage in the premises that is leased by the Company.

For purposes of this Agreement, occupancy shall be deemed to be "continuous" if the occupancy isn't abandoned (with evidence thereof) and fixtures are not removed from the property for a period of longer than ninety (90) days, except that vacation of the premises due to acts of God, war, weather, or terrorism shall not be deemed to be abandonments of the premises.

For purposes of this Agreement, "Real Property" refers to leasehold improvements which are additions, alterations, remodeling, or renovations performed on a leased property, that are either taxed separately or increase the value of the existing real property covered by the Lease as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, "Business Personal Property" refers to furniture, fixtures, equipment, machinery, merchandise, materials, and all other personal property owned and/or leased by the Company and used in the Company's business which is taxable as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, a "full-time employee" is defined as an employee hired to work a minimum of Two Thousand Eighty (2,080) hours of work over a twelve (12) month term [forty (40) hours per week], including allowance for vacation and sick leave, with full company benefits and employed exclusively and on-site at the Company's Project in the City of Frisco, Texas. Part-time employees whether permanent or temporary, transient or contract employees shall NOT be included in determining the Company's total number of "full-time" employees.

III. General Provisions.

a. Term of the Agreement: The term of this Agreement shall begin on the date of execution by the FEDC and will expire the earlier of (i) the full payment of the Economic Incentives, or (ii) on March 31, 2017, or as otherwise provided within the Agreement.

Notwithstanding the above, if the Company fails to execute and deliver this Agreement to the FEDC on or before 5:00 p. m. on the thirtieth (30th) day following the date of approval by the FEDC, this Agreement shall be null and void.

b. Submittal of Performance Documentation: Certificates of Compliance (Exhibit "B") and supporting documents must be submitted in a format acceptable to the FEDC not more than thirty (30) days from the Expiration Date for each Economic Incentive.

c. Verification and Compliance: The Company will certify and provide, to the extent necessary, Company records, documents, agreements, construction contracts both at the prime and sub-contractor level, and other instruments in furtherance of the following purposes: (i) to insure Company's compliance with the affirmative covenants as set forth within the Performance Agreement; (ii) to determine the existence of an Event of Default; (iii) to insure compliance with any terms or conditions set forth in the Agreement or related documents. Company will provide reports certifying the status of compliance, quarterly reports of new jobs created, new investments, sales/use taxes paid to any/all vendors or directly to the Texas Comptroller of Public Accounts and any other relevant information until the termination of the Agreement. The Company shall also notify the FEDC as the Company adds its 150th, 175th, and 191st employee. Quarterly documentation for jobs may be in the form of quarterly IRS 941 returns, Texas Workforce Commission Quarterly Unemployment Summary, or employee rosters that show the hours of work and the position filled and such other reports as may reasonably be required. Documentation for taxable real or business personal property may include the Company providing their Property Value Information Certification form from the "appropriate" County Appraisal District for the City of Frisco, Texas. Documentation for sales/use tax payments may be copies of sales/use tax returns and/or vendor billings and payments.

d. Undocumented Workers: Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the

public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

e. Payment of Economic Incentives: Subject to the terms of this Agreement, the FEDC shall pay the Economic Incentives within forty-five (45) days of receipt of the required documentation from the Company, subject to verification by the FEDC that the Performance Requirements have been met or exceeded by the Company. The "payment date" of each Economic Incentive shall be the date of the check for each Economic Incentive that is paid. Not more than one (1) Economic Incentive shall be paid within a period of twelve (12) months.

f. Non-Attainment of Performance Requirements: In the event the Company does not meet or exceed the Performance Requirements as specified in Section II or fails to comply with the terms of the Development Agreement, the FEDC Economic Incentive will be either voided or reduced at the sole discretion of the FEDC Board of Directors. After the expiration date of an Eligibility Period, the Company will not be eligible to receive any portion of an Economic Incentive. Regardless of Company's failure to meet the Performance Requirements for a Economic Incentive No. 1 or 2, this Agreement shall still be in effect and the Company shall still have the ability to earn the remaining Economic Incentives due hereunder. Should Company fail to meet the Performance Requirements for Economic Incentive Number 3, Company shall not be eligible for any remaining Economic Incentives due hereunder.

g. Employee Hiring, Materials and Supplies Purchase. Although not an event of default or a condition to this Agreement, FEDC requests that the Company satisfies its need for all additional employees from Frisco residents and purchase all materials, supplies and services necessary to affect the occupancy of the leased office space from Frisco merchants and businesses. The Company will use reasonable efforts to place Company-managed hotel room nights, related to the Company's business, at hotel facilities located in the City of Frisco.

h. Community Involvement. Although not an event of default or condition of any advance hereunder, the Company agrees to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Frisco, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.

i. Non-Payment of Economic Incentives: Notwithstanding anything herein to the contrary, FEDC shall have no obligation to pay any of the Economic Incentives if the Company becomes insolvent, makes false statements, fails to pay municipal payments or files suit against the City and/or the FEDC, or otherwise defaults under the terms of this Agreement.

j. Notification Obligations: The Company shall notify the FEDC in writing of any material changes in the Company ownership or management within thirty (30) days of any such change.

k. Termination of Economic Assistance: This Agreement may be terminated by mutual written consent of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in this Agreement. Regardless of Company's level of attainment of the Performance Requirements as set forth in this Agreement, the FEDC's obligation to pay a portion or all of the Economic Incentives to the Company will expire thirty (30) days following the Eligibility Period of the last Economic Incentive, except in the event that the Company has fully complied with the Performance Requirements for such unpaid Economic Incentives, including reasonable compliance with the documentation requirements set forth herein.

l. FEDC Recapture of Economic Incentives: In the event the Company defaults under the terms of the Development Agreement by failing to construct the additional parking improvements as set forth herein prior to reaching 191 employees, the Agreement shall terminate and the Company agrees to refund the FEDC the total amount of Economic Incentives received from the FEDC in one lump sum payment within thirty (30) days of such termination.

IV. Miscellaneous.

a. This Agreement shall inure to the benefit of the parties hereto and shall not be assignable by Company without the prior written consent of the FEDC, which consent may be withheld by the FEDC in its sole and absolute discretion.

b. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of the Act, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with the Act, the Act shall prevail.

c. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.

d. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.

e. Any notice required or permitted to be given under this agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any part hereto might specify in writing:

FEDC: James L. Gandy, CEcD, CCIM, President
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 400
Frisco, Texas 75034

With copy to: Abernathy Roeder Boyd & Joplin P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attention: Mr. G. Randal Hullett

COMPANY: Walgreens Specialty Pharmacy, LLC
104 Wilmot Road
Deerfield, IL 60015
Attn: _____

By the execution hereof, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

FEDC BOARD APPROVED this _____ day of _____, 2012.

FEDC:

FRISCO ECONOMIC DEVELOPMENT
CORPORATION

By:_____
James L. Gandy, President
Dated: _____

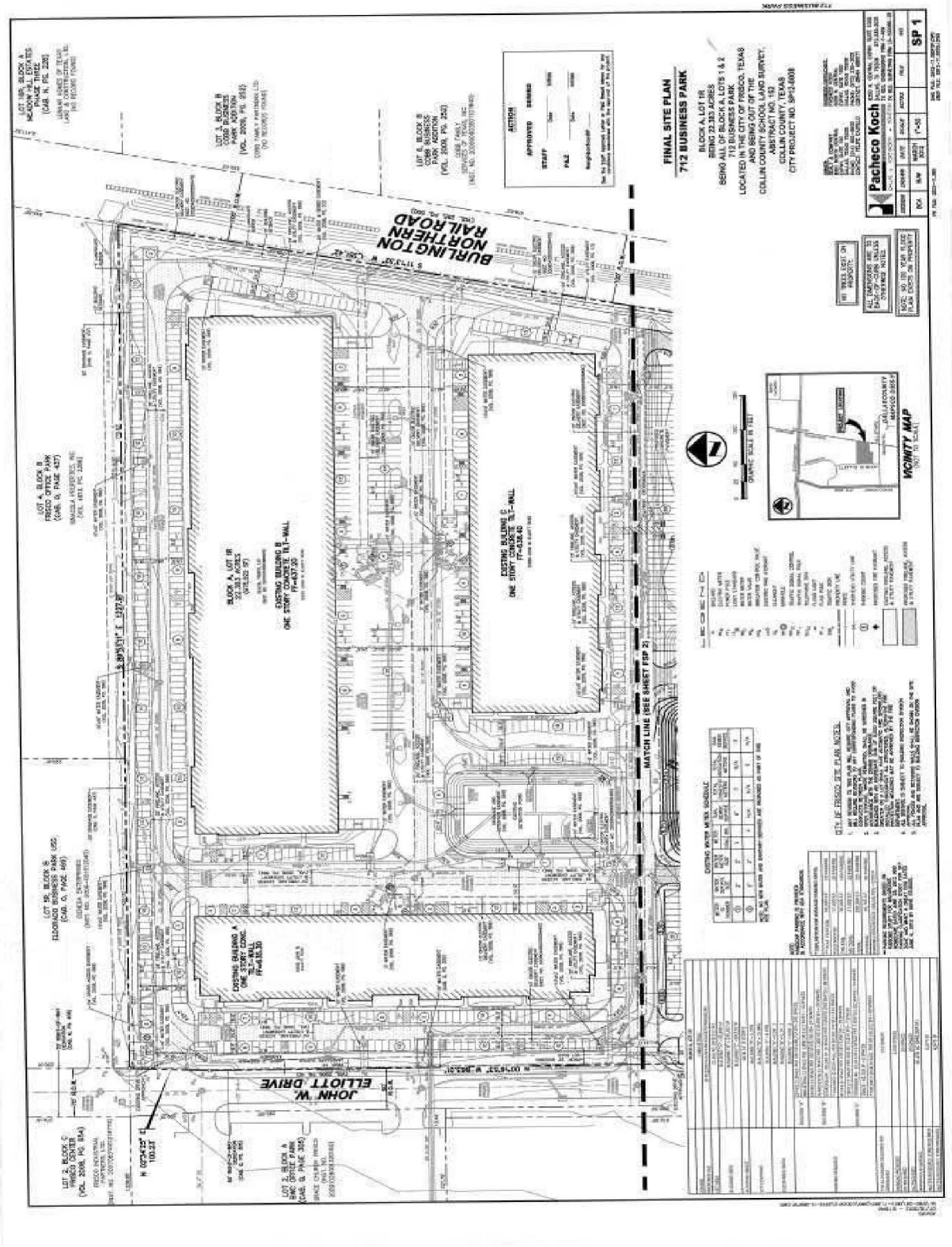
COMPANY:

WALGREENS SPECIALTY PHARMACY, LLC,
a Delaware limited liability company

BY: WALGREEN CO., an Illinois corporation

By: _____
Printed Name: _____
Title: _____
Dated: _____

EXHIBIT A
(Building "A")



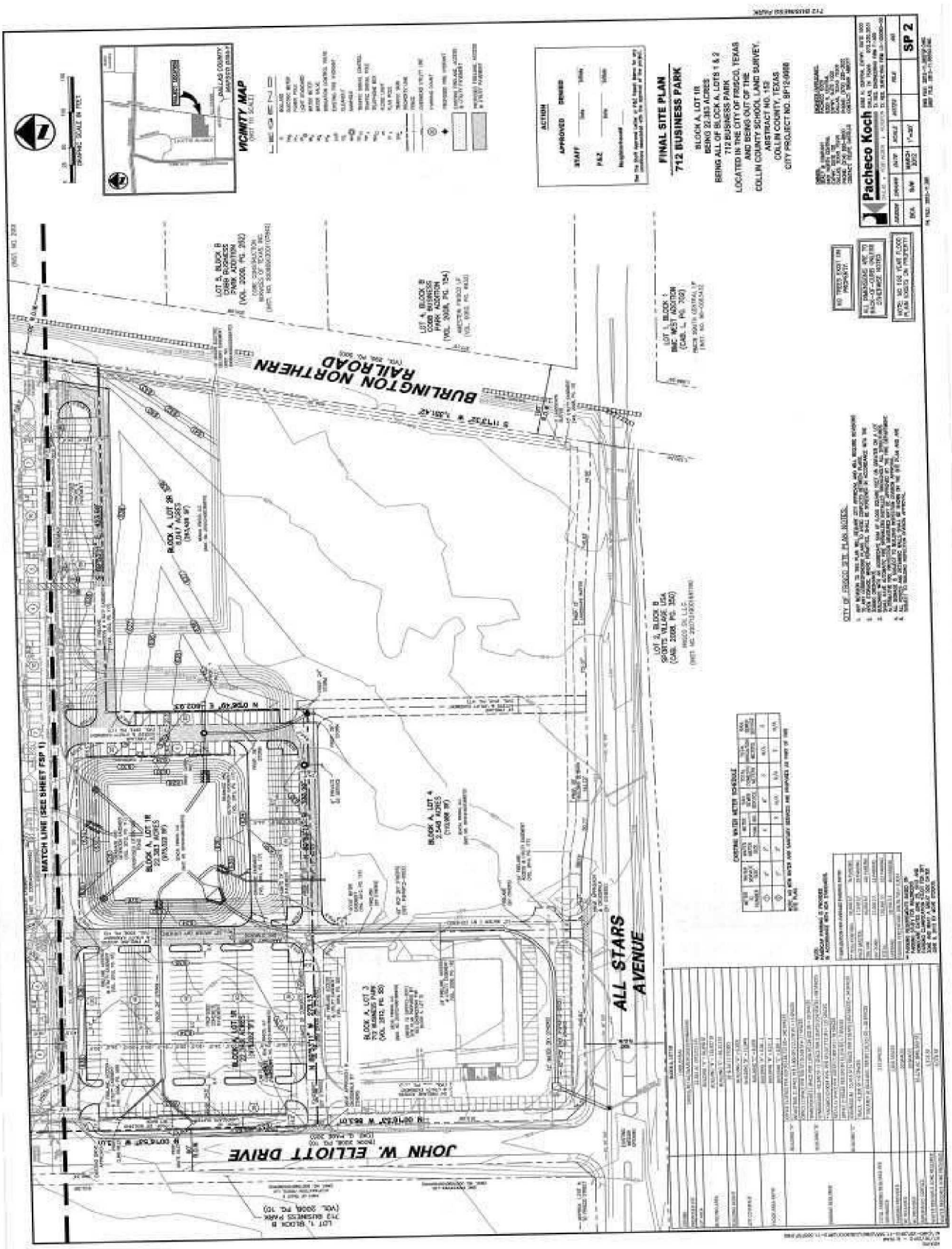

FINAL SITE PLAN
712 BUSINESS PARK
BLOCK A, LOT 1R
BEING 22.383 ACRES
BEING ALL OF BLOCK A, LOTS 1 & 2
712 BUSINESS PARK
LOCATED IN THE CITY OF FRISCO, TEXAS
AND BEING OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 152
COLLIN COUNTY, TEXAS
CITY PROJECT NO. SP12-0008
Pacheco Koch
SP 2
VICINITY MAP
LEGEND
ACTION
APPROVED
DENIED
STAFF
P&Z
Neighborhood
BURLINGTON NORTHERN RAILROAD
ALL STARS AVENUE
JOHN W. ELLIOTT DRIVE
MATCH LINE (SEE SHEET FSP 1)
BLOCK A, LOT 1R
22.383 ACRES
(975,533 SF)
BLOCK A, LOT 2
712 BUSINESS PARK
(VOL. 2015, PG. 58)
LOT 1, BLOCK 1
BMC WEST ADDITION
(CAB. L, PG. 702)
LOT 3, BLOCK B
SPORTS VILLAGE USA
(CAB. 2008, PG. 350)
LOT 1, BLOCK B
712 BUSINESS PARK
(VOL. 2008, PG. 70)
CITY OF FRISCO SITE PLAN NOTES:

EXHIBIT B

(Certificates of Compliance)

AGENDA ITEM #42.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, Planning Manager, AICP *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: December 12, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their December 11, 2012 meeting. Bryan Dodson was absent due to an out-of-town business commitment.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Final Plat: Frisco Trails, Block A, Lot 7 (SPFP12-0019)
Owner(s): SEC Eldorado & The Tollway, Ltd.

Description:
A restaurant with a drive-through window on one lot on 1.3± acres on the east side of Dallas Parkway, 290± feet south of Eldorado Parkway. Zoned Planned Development-156-Retail. Neighborhood #46. SM

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Final Plat: Vista Park at Phillips Creek Ranch, Block A, Lot 1 (SPFP11-0015)
Owner(s): Republic Property Group

Description:
An amenity center on two lots on 4.3± acres on the west side of Lone Star Ranch Parkway, 1,700± feet south of Stonebrook Parkway. Zoned Planned Development-202-Single Family-8.5/Single Family-10. Neighborhood #38. RC

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:
Danny Carroll
Gary Hartwell
Mack Borchardt
Paul Knippel
Deanna Quigley
Umberto Allori
Michael Crain
Phillip Climer
Dudley Raymond
Jim Cottone
Michele Wood
Poly Birika
Steve Covington
Rick Wieland
Michelle Ortega

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO
GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Final Plat: Frisco Sports Complex, Block D, Lot 1 (SPFP11-0006)
Owner(s): PPF AMLI Parkwood Boulevard, LLC

Description:
A multifamily development containing 335 units on one lot on 7.4± acres on the northwest corner of Parkwood Boulevard and Ikea Drive. Zoned Planned Development-169-Mixed Use. Neighborhood #35. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Revised Site Plan: Vista Park at Phillips Creek Ranch, Block A, Lot 1 (SP12-0019)
Owner(s): Republic Property Group

Description:
An amenity center on two lots on 4.3± acres on the west side of Lone Star Ranch Parkway, 1,700± feet south of Stonebrook Parkway. Zoned Planned Development-202-Single Family-8.5/Single Family-10. Neighborhood #38. RC

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

This Revised Site Plan will expire on 11-12-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Revised Site Plan: Legacy Crossing, Block A, Lot 5 (SP12-0017)
Owner(s): JP Commercial Property Developers, LLC.

Description:
A veterinary clinic and a medical office/retail building on one lot on 2.0± acres on the southwest corner of Legacy Drive and Punjab Way. Zoned Retail. Neighborhood #45. RC

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council adoption of an ordinance rezoning a portion of the property from Agricultural to Retail.
2. Staff approval of the façade plan.
3. Staff approval of the landscape plan.
4. Applicant's submittal of a replat for required new easements.
5. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

This Revised Site Plan will expire on 11-12-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Site Plan: Original Donation, Block 11, Lots 7, 8, and 9 (SP12-0011)
Owner(s): Terry and Julie Brush

Description:
An office and studio residence on three lots on 0.2± acre on the west side of Fifth Street, 80± feet north of Pecan Street. Zoned Original Town Commercial. Neighborhood #21. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

This Site Plan will expire on 11-12-2014.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Public Hearing - Replat: Frisco Sports Complex, Block F, Lots 1 & 2 (RP12-0010)
Owner(s): SSR Collin Land, L.P.

Description:
Two lots on 9.1± acres on the southeast corner of Dallas Parkway and Hicks Drive. Zoned Planned Development-169-Mixed. Neighborhood #35. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Preliminary Site Plan & Conveyance Plat: Coit and 3537 Addition, Block B, Lots 1 & 2 (PSPCP12-0014)
Owner(s): United Frankford, Ltd.

Description:
A big box retail development and three retail buildings on two lots on 11.0± acres on the southeast corner of Main Street and Coit Road. Zoned Retail. Neighborhood #17. SM

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

Preliminary Site Plan
City Council approval of a Specific Use Permit for a Big Box Retail Development on Lot 2.

Conveyance Plat
As submitted.

This Preliminary Site Plan will expire on 11-12-2014.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Preliminary Plat: Heights at Rock Hill (PP12-0032)
Owner(s): Greenway/G&B Frisco, LP.

Description:
113 Single Family-7 lots and 15 Homeowners' Association lots on 43.9± acres on the south side of future Rockhill Road, 350± feet west of Preston Road. Zoned Planned Development-228-Single Family-7/Patio Home/Urban Village. Neighborhood # 3. MW

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of Landscape Plans.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 12-11-2014.

MW/kj

cc:				
	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Preliminary Plat: Kingswood Village, Phases 1, 2 and 3 (PP12-0031)
Owner(s): Meritage Homes

Description:
148 Single Family-7 lots and eight Homowners' Association lots on 53.3± acres on the southwest corner of Lebanon Road and Rock Creek Parkway. Zoned Patio Home. Neighborhood #36. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Planning & Zoning Commission approval of a Major Waiver to allow the school district boundary to bisect a dwelling on Block A, Lots 2 & 15 and Block C, Lot 15.
2. Staff approval of a Landscape Plan.
3. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 12-11-2014.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Preliminary Plat: Richwoods, Phases 18 and 19 (PP12-0030)
Owner(s): Richwoods Development, LLC

Description:
139 Single Family-8.5 lots, seven open space lots, and one private street lot on 42.0± acres on the south side of Friendship Road, 750± feet west of Daybreak Ridge Road. Zoned Planned Development-144-Single Family-8.5 with a Specific Use Permit (S-201) for Private Streets. Neighborhood #26. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 12-11-2014.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Preliminary Plat: Twin Creeks Addition (PP12-0029)
Owner(s): Nexbank Capital, Inc.

Description:
109 Single Family-7 lots and six common area Homeowners' Association lots on 82.2± acres on the north and south sides of Rock Creek Parkway, 1,775± feet southwest of Lebanon Road. Zoned Single Family-7 and Townhome. Neighborhood #36. RC

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plans.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 12-11-2014.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Final Plat: Villages of Stonelake Estates, Phase IIA (FP12-0032)
Owner(s): Master Developers - SWB, LLC

Description:
80 Single Family-8.5 lots on 20.9± acres on the southeast corner of Sheffield Lane and Independence Parkway. Zoned Planned Development-187-Single Family-8.5/Single Family-10/Single Family-12.5. Neighborhood #15. SM

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Receipt of releases from franchise utility companies for the abandonment of right-of-way on Independence Parkway at Sheffield Lane.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Final Plat: Crown Ridge, Phase 3A (FP12-0031)
Owner(s): Lennar Homes of Texas Land and Construction, Ltd.

Description:
70 Single Family-7 lots and seven common area Homeowners' Association lots on 21.7± acres on the east side of Preston Road, 2,500± feet north of Panther Creek Parkway. Zoned Patio Home/Single Family-7/Commercial-1. Neighborhood #4. JE

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Conveyance Plat: HR Acquisition Addition, Block A, Lots 1-4 (CP12-0011)
Owner(s): HR Acquisition of San Antonio, Ltd. and Black Lab Partnership Fund Ltd.

Description:
Four lots on 16.6± acres on the west side of Legacy Drive at Warren Parkway. Zoned Retail and Planned Development-33-Business Center. Neighborhood #32. RC

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Revised Conveyance Plat: Hall Office Park, Phase F, Block A, Lot 1 and Phase T, Block A, Lots 1 & 2 (CP12-0010)
Owner(s): Hall Phoenix/Inwood, Ltd.

Description:
Three lots on 16.2± acres on the northwest corner of the Dallas North Tollway and Gaylord Parkway. Zoned Planned Development-59-Business Center. Neighborhood #34. SM

Result/Action:

Approved: (5-0 Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #43.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance to amend Planned Development-135 regarding driveway restrictions and development standards. The property contains 12.3± acres located on the north side of Main Street, 150± feet east of Commonwealth Drive. Zoned Planned Development-135-/Office-1. Neighborhood #44. Zoning Case No. Z12-0020.**

Action Requested: City Council adoption of an Ordinance amending Planned Development-135.

Background Information: City Council held a public hearing on this item at their November 26, 2012 meeting and voted 5-0 to approve the request.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their October 23, 2012 meeting and recommended approval of the request by a vote of 6-0.

Alternatives: The City Council can:

- Adopt the Ordinance;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:

- City Council Outcome Memo, dated November 27, 2012.
- Ordinance

Recommendation: Recommended that Council adopt the Ordinance.

DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

November 27, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, November 26, 2012

Public Hearing - Zoning: Mustang Creek Estates (Z12-0020)
Owner(s): First Frisco Capital Funding

Description:
A request to amend Planned Development-135, regarding driveway restrictions and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 12.3± acres located on the north side of Main Street, 150± feet east of Commonwealth Drive. Zoned Planned Development-135-Office-1. Neighborhood #44.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NO. 00-03-11 AND AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, TO REZONE 12.3 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J.B. BALCH SURVEY, ABSTRACT NO. 114, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-135-OFFICE-1 (PD-135-O-1), IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-135-OFFICE-1; DESCRIBING THE TRACTS TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to repeal Frisco Ordinance No. 00-03-11 in its entirety and replaced with this Ordinance; and

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to amend Frisco's Zoning Ordinance No. 11-04-09, as provided herein; and

WHEREAS, Frisco has received a request from Polly Tadlock (the "Applicant") to rezone 12.3 acres of land, more or less, situated in the J.B. Balch Survey, Abstract No. 114, in the City of Frisco, Denton County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Repeal Ordinance No. 00-03-11. Frisco Ordinance No. 00-03-11 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 00-03-11 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 00-03-11 occurring before the effective date of this Ordinance.

SECTION 3. Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is hereby amended as follows. The zoning designation of the below-described property containing 12.3 acres of land, more or less, situated in the J.B. Balch Survey, Abstract No. 114 in the City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-135-Office-1. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property and Tract locations are depicted on **Exhibit "A-1"** attached hereto.

The development standards and uses for this Planned Development District shall conform to the Planned Development Standards attached hereto as **Exhibit "B"** and the Zoning Exhibit attached hereto as **Exhibit "C"**. **Exhibits "B" and "C"** attached hereto are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 4. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by

law.

SECTION 5. Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 6. Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 8. Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 18th day of December, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"

Being a tract of land situated in the J. B. Balch Survey, Abstract No. 114, City of Frisco, Denton County, Texas, and being all of that tract conveyed to J. D. Tadlock and Polly Tadlock, as recorded in Volume 768, Page 78, Deed Records, Denton County, Texas, and all of that tract conveyed to Ronnie Allen Sale and Kimberly Dawn Sale, as recorded in Volume 1185, Page 675, Deed Records, Denton County, Texas, and all of that tract conveyed to Donald W. Underwood and Bobby A. Underwood, as recorded by County Clerk File No. 94-0029922, and being more particularly described as follows:

Beginning at a 5/8 inch iron rod set on the north right-of-way line of F.M. 720 and being North 89 degrees 34 minutes 41 seconds West a distance of 585.76 feet, from the intersection with the east line of said J. B. Balch Survey;

Thence, along said north right-of-way line, North 89 degrees 34 minutes 41 seconds West a distance of 186.52 feet, to a 1/2 inch iron rod found for corner;

Thence, continuing along said north right-of-way line, South 89 degrees 48 minutes 52 seconds West a distance of 747.41 feet, to a 3/4 inch iron pipe found for corner;

Thence, North 00 degrees 01 minutes 53 seconds West a distance of 575.92 feet, to a 5/8 inch iron rod set for corner on the north line of an 18 acre tract of land as conveyed to J. D. Crosby, as recorded in Volume 454, Page 288, Deed Records, Denton County, Texas;

Thence, along the north line of said 18 acre tract, North 90 degrees 00 minutes 00 seconds East a distance of 935.61 feet, to a 1/2 inch iron rod set for corner;

Thence, South 00 degrees 08 minutes 15 seconds West a distance of 574.88 feet, to the Point of Beginning and containing 537,119 square feet or 12.330606 acres of land.

Exhibit "A-1"


Z12-0020
Mustang Creek Estates - Frisco
N
SUBJECT PROPERTY
COMMONWEALTH DR
MAIN ST

Exhibit "B"
Development Standards

The tract shall be developed under the regulations of the Office-1 District as outlined in the Zoning Ordinance No. 11-04-09, as it exists or may be amended, subject to the following conditions:

1. Permitted Use – Permitted uses shall include ~~the following~~ all uses allowed in the O-1 District, plus the following additional uses allowed by right:

    a. Assisted Living Facility;
    b. Child-Care; Licensed Child Care Center; and
    c. Nursing/Convalescent Home.

2. Lighting – Lighting standards shall be subject to the requirements of Section 4.05 of the Zoning Ordinance, subject to the following conditions:

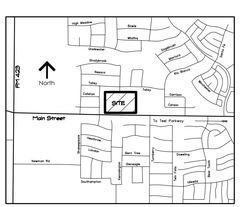
    a. Maximum height of outdoor light poles shall be fifteen feet (15'); and
    b. Lights on poles shall be turned off between the hours of 9:00PM and 6:00AM. Building-mounted lights may remain on during the night.



PD Site Plan 1"=40'

north

Single Family Use SF-7



Site Tabulations	
ITEMS	
Site Area Acres	12.33 Acres
Site Area Square Feet	537,119 s.f.

Current Zoning PD-135
Proposed Zoning PD-135(modified)
Future Land Use Plan Designation - "Residential"

Proposed:	Currently:
Lot 1 Block A Mustang Creek Frisco Add. 5.915 Acres	Polly H. Tadlock Vol. 5373, Pg. 3478 D.R.D.C.T. John B. Balxh Survey Abstract No. 114

PROPERTY DESCRIPTION
Overall PD Tract
PROPERTY DESCRIPTION
UNDERWOOD TRACT
PLANNED DEVELOPMENT OFFICE-1

Being a tract of land situated in the J. B. Balch Survey, Abstract No. 114, City of Frisco, Denton County, Texas, and being all of that tract conveyed to J. D. Tadlock and Polly Tadlock, as recorded in Volume 765, Page 75, Deed Records, Denton County, Texas, and all of that tract conveyed to Ronnie Allen Sale and Kimberly Dawn Sale, as recorded in Volume 1185, Page 675, Deed Records, Denton County, Texas, and all of that tract conveyed to Donald W. Underwood and Bobby A. Underwood, as recorded by County Clerk File No. 94-0029922, and being more particularly described as follows:

Beginning at a 5/8 inch iron rod set on the north right-of-way line of F.M. 720 and being North 89 degrees 34 minutes 41 seconds West a distance of 585.76 feet, from the intersection with the east line of said J. B. Balch Survey;

Thence, along said north right-of-way line, North 89 degrees 34 minutes 41 seconds West a distance of 186.52 feet, to a 1/2 inch iron rod found for corner;

Thence, continuing along said north right-of-way line, South 89 degrees 48 minutes 52 seconds West a distance of 747.41 feet, to a 3/4 inch iron pipe found for corner;

Thence, North 00 degrees 01 minutes 53 seconds West a distance of 575.92 feet, to a 5/8 inch iron rod set for corner on the north line of an 18 acre tract of land as conveyed to J. D. Crosby, as recorded in Volume 454, Page 288, Deed Records, Denton County, Texas;

Thence, along the north line of said 18 acre tract, North 90 degrees 00 minutes 00 seconds East a distance of 935.61 feet, to a 1/2 inch iron rod set for corner;

Thence, South 00 degrees 08 minutes 15 seconds West a distance of 574.88 feet, to the Point of Beginning and containing 537,119 square feet or 12.330606 acres of land.

PROPERTY DESCRIPTION
1200 MAIN STREET
PLANNED DEVELOPMENT-OFFICE-1

Metes and Bounds Description (5.915 Acres):

Being a tract of land situated in the J. B. Balch Survey, Abstract No. 114, City of Frisco, Denton County, Texas, and being all of that tract of land described by deed to Polly H. Tadlock, as recorded in Volume 5373, Page 3478, of the Deed Records, Denton County, Texas (D.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southeasterly corner of said Tadlock tract, same being the southwesterly corner of Lot 1, Block A of CANTEX ADDITION as recorded in Cabinet X, Pgs. 892-893, of the Map Records of Denton County, Texas (M.R.D.C.T.), said corner also being in the northerly monumented line of F.M. Highway No. 720 (Main Street);

THENCE South 89 33'35" West, along said northerly monumented line of State Highway No 720, same being the southerly line of said Tadlock tract, a distance of 453.87' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set at the southwesterly corner of said Tadlock tract, same being the southeasterly corner of a 10' Right-of-Way Dedication for Landscape and Sidewalk, as dedicated by the plat of MEADOW CREEK PHASE I, as recorded in Cabinet U, Pgs. 347-348 M.R.D.C.T:

THENCE North 0059'23" East, along the common line between said Tadlock tract and MEADOW CREEK PHASE I, a distance of 577.19' to a capped iron rod set for the northwesterly corner of said Tadlock tract, some being an ell corner of said MEADOW CREEK PHASE I:

THENCE North 89 59'39" East, CONTINUING along a common line between said Tadlock tract and MEADOW CREEK PHASE I, a distance of 441.78' to an "X" cut into concrete set at the northeasterly corner of said Tadlock tract, same being the northwesterly corner of the aforementioned Lot 1, Block A of CANTEX ADDITION:

THENCE South 00 12'38" East, along the common line between said Tadlock tract and Lot 1, Block A, a distance of 573.66' to the POINT OF BEGINNING and containing 5.915 acres of land, more or less.

PROPERTY DESCRIPTION
1350 Main Street
Planned Development – Office-1
LEGAL DESCRIPTION

Being a tract of land in the j.b. balch survey, abstract no. 114, City of Frisco, denton county, texas, and being all of the tracts of land described in a deed to rrst Frisco Capital Funding, llc., being a 2.504 acre tract and a 3.824 acre tract of land recorded in county clerk rle no. 2005-126380, deed records of Denton County, Texas, and being more particularly descrbed by metes and bounds as follows:

Beginning at a i/2' iron rod found in the northerly right-of-way lineof main street (a i50 foot right-of-way), being the southeast corner of said 3.824 acre tract,

Thence n 89• 46'20' w along the northerly right-of-way line of said main street, 479.88 feet to a 3/4' iron pipe found being the southwest corner of said 2.504 acre tract,

Thence n 00oi'53' w along the westerly line of said 2.504 acre tract, 573.95 feet to a 1' concrete monument set being the northwest corner of said 2.504 acre tract,

Thence s 89•57 'oi' e along the northerly line of said 2.504 acre tract and said 3.824 acre tract, 479.53 feet to a i/2' iron rod found with a cap stamped ' wier8assoc., inc.' being the northeast corner of said 3.824 acre tract,

Thence s 00•03 '56' e along the easterly line of said 3.824 acre tract, 575.44 feet to the place of beginning and containing 6.329 acres (275,682 s.f.) of land.

Applicant:	Engineer:	Owner:
Creative Architects 1026 Creekwood Dr. Garland, Texas 75044 972-530-4872	Helmberger Associates Inc 1525 Bozman Rd Wylie, Texas 75098 972-442-7459	First Frisco Captial Funding 430 Park Ave Fl 7 New York, NY 10022 214-954-4114
Developer:	**Owner:**	
Mustang Creek Managment 720 Creek Valley Cr. Allen, Texas 75002 972-359-0200	Poly H. Tadlock PO Box 476 Frisco, Texas 75034	

Packet Page -982-

AGENDA ITEM #43.

revisio

Mustang Creek Estates
1200 & 1350 Main Street
Frisco, Texas

creativearchitects
scott b. roberts, architect

1026 creekwood drive
garland, texas 75044
972-530-4872
www.creative-architect.com
scottr@cr-ar.com

Exhibit "A"
Z12-0020
sept. 24, 2012

© copyright 2012
creative architects

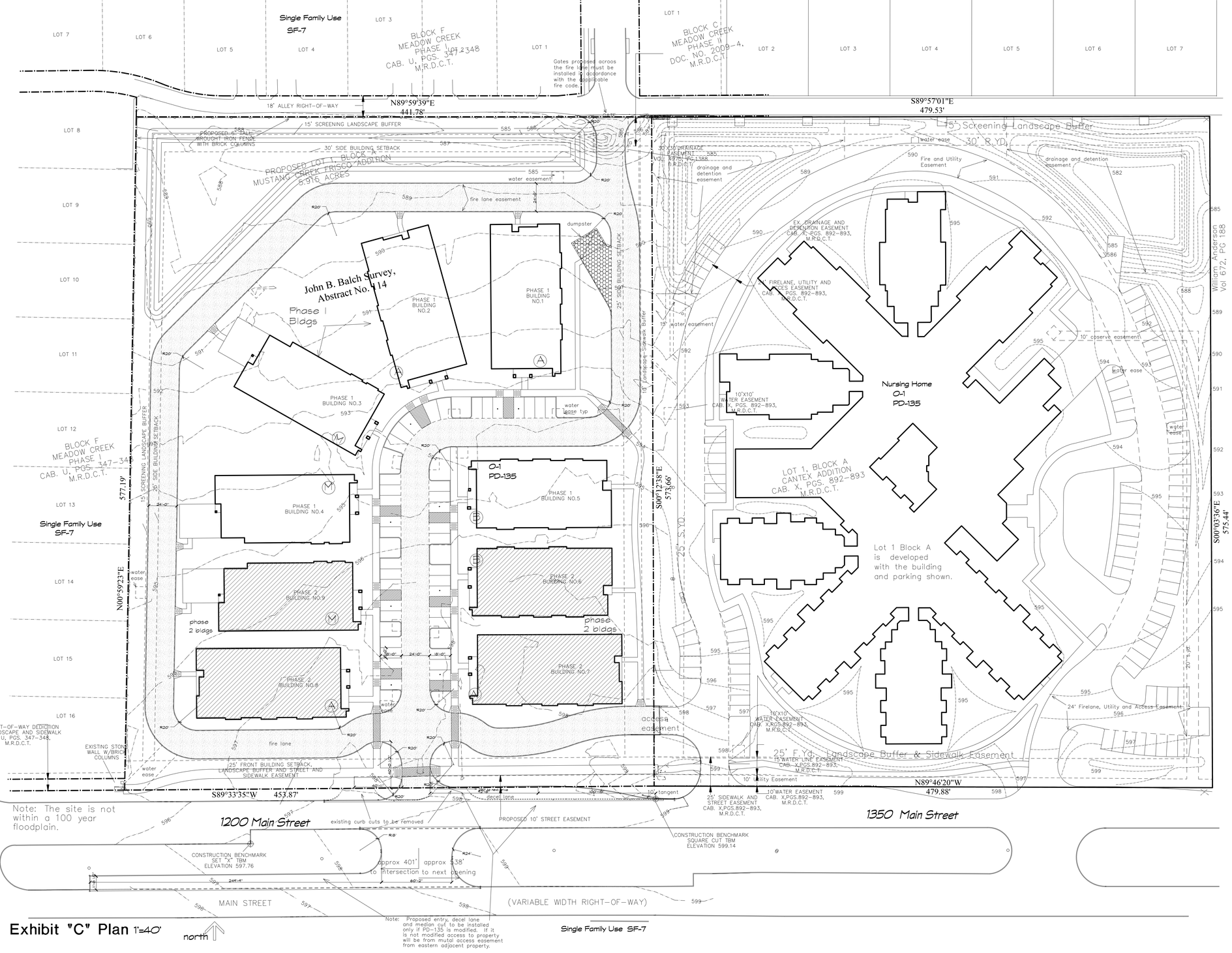


Exhibit "C" Plan 1"=40'

north

PROPERTY DESCRIPTION
Overall PD Tract
PROPERTY DESCRIPTION
UNDERWOOD TRACT
PLANNED DEVELOPMENT OFFICE-1

Being a tract of land situated in the J. B. Balch Survey, Abstract No. 114, City of Frisco, Denton County, Texas, and being all of that tract conveyed to J. D. Tadlock and Polly H. Tadlock by deed recorded in Volume 5373, Page 3478, of the Deed Records, Denton County, Texas, and all of that tract conveyed to Ronnie Allen Sale and Kimberly Dawn Sale, as recorded in Volume 1185, Page 676, Deed Records, Denton County, Texas, and all of that tract conveyed to Donald W. Underwood, Trustee, by deed recorded, as recorded by County Clerk File No. 94-0029922, and being more particularly described as follows:

Beginning at a 5/8 inch iron rod set on the north right-of-way line of State Highway No. 720 (variable R.O.W.) for corner, said point being S 89 degrees 34 minutes 41 seconds West a distance of 1261.76 feet, from the intersection with the east line of said J. B. Balch Survey;

Thence, along said north right-of-way line, North 89 degrees 59 minutes 39 seconds East a distance of 186.92 feet, to a 1/2 inch iron rod found for corner;

Thence, continuing along said north right-of-way line, South 89 degrees 48 minutes 52 seconds East a distance of 747.41 feet, to a 3/4 inch iron pipe found for corner;

Thence, North 00 degrees 01 minutes 53 seconds West a distance of 573.95 feet, to a 5/8 inch iron rod set for corner, said point being the northeast corner of said tract conveyed to J. D. Crosby as recorded in Volume 454, Page 288, Deed Records, Denton County, Texas;

Thence, along the north line of said 18 acre tract, North 90 degrees 00 minutes 00 seconds West a distance of 935.61 feet, to a 1/2 inch iron rod set for corner;

Thence, South 00 degrees 08 minutes 15 seconds West a distance of 574.86 feet, to the Point of Beginning and containing 537,119 square feet or 12.330606 acres of land.

PROPERTY DESCRIPTION
1200 MAIN STREET
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Metes and Bounds Description (5.915 Acres):

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THENCE North 00 59'23" East, along the common line between said Tadlock tract and MEADOW CREEK PHASE I, a distance of 577.19' to a capped iron rod set for the northwesterly corner of said Tadlock tract, same being an "X" cut in concrete set at the northeasterly corner of said MEADOW CREEK PHASE I;

THENCE North 89°59'39" East, CONTINUING along a common line between said Tadlock tract and MEADOW CREEK PHASE I, a distance of 441.78" to an "X" cut into concrete set at the northeasterly corner of said Tadlock tract, same being the northwesterly corner of the aforementioned Lot 1, Block A of CANTEX ADDITION;

THENCE South 00°12'38" East, along the common line between said Tadlock tract and Lot 1, Block A, a distance of 573.66' to the POINT OF BEGINNING and containing 5.915 acres of land, more or less.

PROPERTY DESCRIPTION
1350 Main Street
Planned Development – Office-1
LEGAL DESCRIPTION

Being a tract of land in the j.b. balch survey, abstract no. 114, City of Frisco, denton county, texas, and being all of the tracts of land described in a deed to mst Frisco Capital Funding, llc, being a 2.504 acre tract and a 3.824 acre tract of land recorded in county clerk file no. 2005-126380, deed records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the northerly right-of-way lineof main street (a 50 foot right-of-way), being the southeast corner of said 3.824 acre tract,

Thence n 89• 46'20" w along the northerly right-of-way line of said main street, 479.88 feet to a 3/4" iron pipe found being the southwest corner of said 2.504 acre tract,

Thence n 00o1'53" w along the westerly line of said 2.504 acre tract, 573.95 feet to a 1/ concrete monument set being the northwest corner of said 2.504 acre tract,

Thence s 89•57 '01" e along the northerly line of said 2.504 acre tract and said 3.824 acre tract, 479.53 feet to a 1/2" iron rod found with a cap stamped " wierbasoc., inc." being the northeast corner of said 3.824 acre tract,

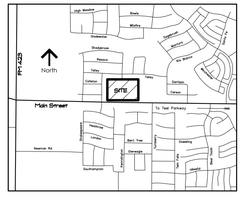
Thence s 00•03 '56" e along the easterly line of said 3.824 acre tract, 575.44 feet to the place of beginning and containing 6.329 acres (275,682 s.f.) of land.

Site Tabulations	
ITEMS	
Site Area Acres	12.33 Acres
Site Area Square Feet	537,119 s.f.

Tabulations New Development 1200 Main Street	
Site Area	5.915 Acres
Total Parking Required 1/5 beds	32 spaces
Total Parking Provided (excluding hc)	33 spaces
Total Handicap Parking Provided	8 spaces

Building Tabulations			
Bldgs	Number	Area	Area
Building Type "A"	4	7,379	29,516 sq.ft.
Building Type "B"	2	6,654	13,308 sq.ft.
Building Type "M"	3	6,487	19,461 sq.ft.
Total Area			62,285
Total Beds			137
Buildings to be Sprinklered			

Tabulations Exist. Development 1350 Main Street	
Site Area	6.329 Acres
Building Square Footage	74,720 sq.ft.
Total Parking Provided	81 spaces



Proposed:	Currently:
Lot 1 Block A Mustang Creek Frisco Add. 5.915 Acres	Polly H. Tadlock Vol. 5373, Pg. 3478 D.R.D.C.T. John B. Balxh Survey Abstract No. 114

Applicant:	Engineer:	Owner:
Creative Architects 1026 Creekwood Dr. Garland, Texas 75044 972-530-4872	Helmberger Associates Inc 1525 Bozman Rd Wylie, Texas 75098 972-442-7459	First Frisco Captial Funding 430 Park Ave Fl 7 New York, NY 10022 214-954-4114
Developer:	**Owner:**	
Mustang Creek Managment 720 Creek Valley Cr. Allen, Texas 75002 972-359-0200	Poly H. Tadlock PO Box 476 Frisco, Texas 75034	

revisions:

Mustang Creek Estates

1200 & 1350 Main Street
Frisco, Texas

creative architects
scott d. roberts, architect
1026 creekwc
garland, tex
972-530-4
www.creative-ar
scottr@cr-a

AGENDA ITEM #43.

Exhibi
Z12-0

sept. 24,

© copyright creative architects

AGENDA ITEM #44.

FRISCO
ENGINEERING SERVICES
DEPARTMENT

Memorandum

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

cc: **George Purefoy, City Manager**
Ron K. Patterson, Assistant City Manager
Paul Knippel, P.E., Director of Engineering

From: **Brian A. Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **December 18, 2012**

Subject: **Consider and act upon an Amendment to Ordinance 12-01-03 establishing the maximum speed limit on FM 2478 (Custer Road) within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.**

Action Requested: Consider and act upon an Amendment to Ordinance 12-01-03 establishing the maximum speed limit on FM 2478 (Custer Road) within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.

Background Information: Custer Road is operated and maintained by the Texas Department of Transportation (TxDOT). Therefore, the speed limits on this roadway are determined by TxDOT based on criteria outlined in TxDOT's "Procedures for Establishing Speed Zones." A City Ordinance showing concurrence of the speed limit determined by TxDOT is required for local enforcement. The most recent Custer Road Speed Limit Ordinance was passed by City Council on January 3, 2012, which set the current posted speed limits on the sections of Custer Road that are located within Frisco.

Due to the recent widening and opening of Custer Road from a two-lane undivided roadway to a six-lane divided roadway between Stonebridge Drive and Westridge Boulevard, TxDOT conducted a new speed study on this section of Custer Road. TxDOT's evaluation showed that an increase in the posted speed limit on Custer Road from 45 mph to 50 mph along this new widened section of Custer Road is warranted. TxDOT did not conduct a new speed study on Custer Road between Stonebridge Drive and SH 121, so this section will remain posted 50 mph.

Staff is requesting that City Council provide their approval of this Amendment to Ordinance 12-01-03 to increase the existing posted speed limit on Custer Road to 50 mph between Stonebridge Drive and Westridge Boulevard pending approval from the Texas Transportation Commission.

Alternatives: The City Council could consider the following alternatives:

- Approval of Ordinance Amendment
- Send back to staff with direction

Financial Considerations: None. The new speed limit traffic signs will be installed by TxDOT.

Legal Review: City legal staff has reviewed the ordinance.

Supporting Documents:

- Ordinance
- Location Map
- TxDOT letter dated November 7, 2012

Staff Recommendation: Staff recommends the approval of the attached Ordinance Amendment.

CITY OF FRISCO, TEXAS **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NUMBER 12-01-03; ESTABLISHING THE MAXIMUM SPEED LIMIT ON FM 2478 (CUSTER ROAD), LOCATED IN THE CITY OF FRISCO, TEXAS, COLLIN COUNTY, TEXAS; PROVIDING FOR NOTIFICATION OF THE MAXIMUM SPEED LIMIT BY THE INSTALLATION OF SIGNS AND MARKERS TO REGULATE VEHICULAR SPEED ON THE DESIGNATED STREET; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to repeal Ordinance No. 12-01-03 in its entirety and establish a new maximum speed limit on FM 2478 (Custer Road) located in the City of Frisco, Collin County, Texas ("Frisco"); and

WHEREAS, §545.356 of the Texas Transportation Code provides that whenever the governing body of the municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within Frisco, taking into consideration, among other things, the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and prudent prima facie speed limit thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the City Council finds it is necessary for the protection and safety for the citizens of Frisco to declare a reasonable and prudent speed for FM 2478 (Custer Road) within the City of Frisco, Texas, as set forth in this Ordinance.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Establishment of Prima Facie Speed. Upon the basis of an engineering and traffic investigation, and as authorized by the provisions of §545.356 of the Texas Transportation Code, the following prima facie speed limit hereinafter indicated for vehicles is hereby determined and declared to be safe, reasonable and prudent, and such speed limits are hereby fixed at the rate of speed indicated for traveling upon FM 2478 (Custer Road) as follows:

FM 2478 (Custer Road)	from State Highway 121 to Stonebridge Drive	50 mph
FM 2478 (Custer Road)	from Stonebridge Drive to Westridge Boulevard	50 mph

When no special hazards exist that require a lower speed, the speed of any vehicle not in excess of the limit specified shall be lawful, but any speed in excess of the limit specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

SECTION 3: Placement of Signs. Signs indicating the speed limit provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic. The signs shall be permanently affixed to a stationery post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view, and shall comply with applicable state laws.

SECION 4: Repeal Ordinance No. 12-01-03. Frisco Ordinance No. 12-01-03 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 12-01-03 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 12-01-03 occurring before the effective date of this Ordinance.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Penalty Provision. Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than One Dollar ($1.00) nor more than Five Hundred Dollars ($500.00). Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Effective Date. This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney Kuykendall, City Attorneys

Date of Publication: _____, *Frisco Enterprise*

LOCATION MAP
Extent of Speed Limit Changes on FM 2478 (Custer Road)



Texas Department of Transportation

4777 US Highway 80 East, Mesquite, TX 75150-6643

November 7, 2012

Control: 2351-01
Highway: FM 2478
County: Collin

Mr. Brian Moen, P.E.
Asst. Dir. of Engineering Services/Transportation
City of Frisco
George A Purefoy Municipal Center
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

Subject: Speed Zones

Dear Mr. Moen:

Attached for your information and further handling is a computer printout of the speed zone study on FM 2478 in the City of Frisco. We believe the recommended speeds will correspond closely to the speeds at which the normal and prudent driver will drive under the existing conditions.

To proceed with the changing of the speed limits, TxDOT requires a signed city ordinance matching the zones on the speed study. To assist the City in the preparation of the ordinance, a sample speed zone ordinance has been attached to serve as a guide. Please forward the signed ordinance to our office by December 14, 2012 for further processing. Upon receipt of the ordinance from the City of Frisco, TxDOT will furnish and install the necessary signs at the proper locations.

If we may be of further assistance, please feel free to contact Ms. Roxanne Cortez, P.E. at the above address or by telephone at 214-320-6621.

Sincerely,

P.E.

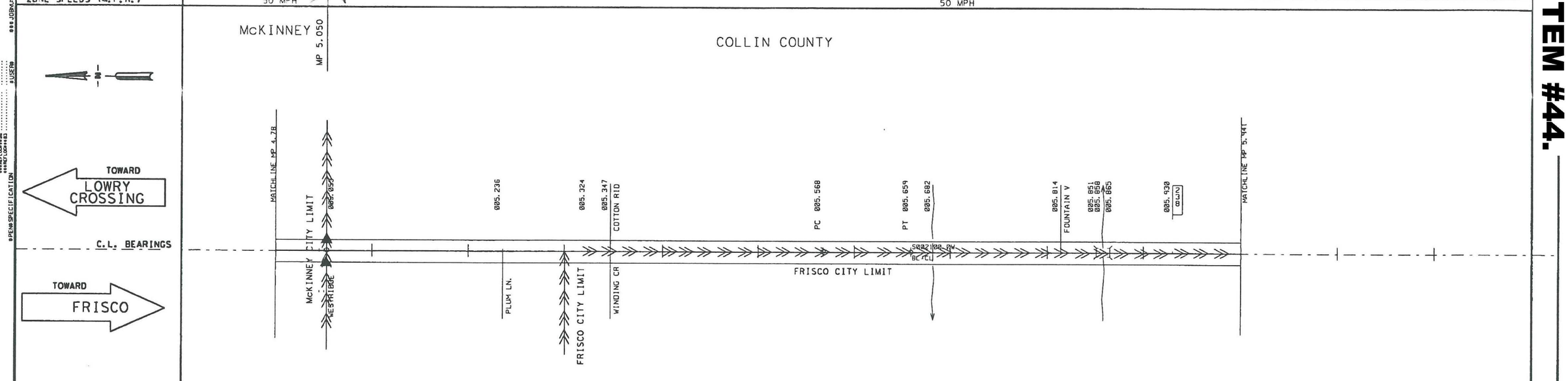
Melanie Young, P.E.
District Transportation Operations Engineer

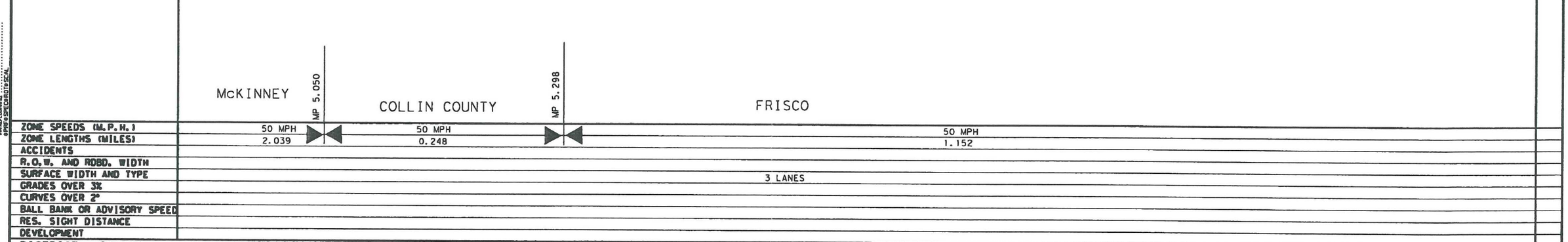
Attachments

CITY OF FRISCO
RECEIVED
NOV 14 2012
ENGINEERING

FM 2478

DEVELOPMENT	
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES
R.O.W. AND ROBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	2.039 / 1.400
ZONE SPEEDS (M.P.H.)	50 MPH / 50 MPH





DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: FM 2478 CITY: MCKINNEY

DATE OF STUDY 06-12-12 SCALE 1" = 0.1 MILES

MINUTE NO. : _____	DATE __/__/__
REPLACES : _____	DATE __/__/__
REPLACED BY : _____	DATE __/__/__
CANCELLED BY : _____	DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH 0.248 MILES			SECTION TWO	LENGTH 1.400 MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00 MP 5.050	---- - --	------(--)	BEGINS	--- + --- MP 5.050	---- - --	------(--)
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00 5.298	---- - --	------(--)		--- + --- MP 6.450	---- - --	------(--)

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
123 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◐ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

-- TRIAL RUN

SPEED ZONE

CONT. 2351 SEC. 01

Texas Department of Transportation

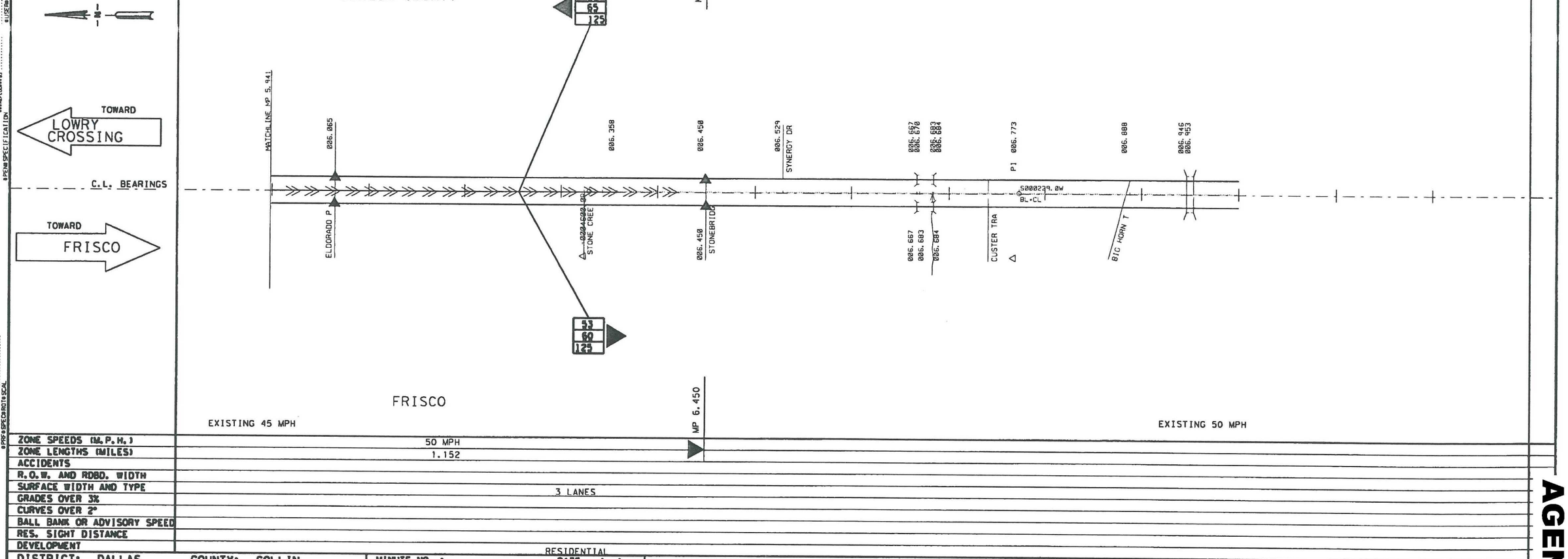
SPEED STUDY
COLLIN COUNTY
FM 2478

SHEET 3 OF

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

FM 2478

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES
R.O.W. AND ROBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	1.400
ZONE SPEEDS (M.P.H.)	50 MPH



ZONE SPEEDS (M.P.H.)	50 MPH
ZONE LENGTHS (MILES)	1.152
ACCIDENTS	
R.O.W. AND ROBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: FM 2478 CITY: MCKINNEY

DATE OF STUDY 06-12-12 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE	LENGTH ___ MILES			SECTION TWO	LENGTH ___ MILES	
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	____ - __	_____(__)	BEGINS	___ + ___	____ - __	_____(__)
	MP _____				MP _____		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	____ - __	_____(__)		___ + ___	____ - __	_____(__)
	MP _____				MP _____		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◪ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

(--) TRIAL RUN

SPEED ZONE

CONT. 2351 SEC. 01

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
FM 2478

SHEET 1 O

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET
	STATE	STATE DIST. NO. / COUNTY	
CHECKED	CONTROL NO.	SECTION NO. / JOB NO.	HIGHWAY NO.

AGENDA ITEM #45.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Judy Egüez, Planner**

Date: **12/6/2012**

Agenda Caption: Consider and act upon adoption of an Ordinance to rezone 4.2± acres on the west side of Legacy Drive, 1,200± feet south of Main Street from Industrial to Office-1. Zoned Industrial. Neighborhood #41. Zoning Case No. Z12-0021.

Action Requested: City Council adoption of the Ordinance granting the zoning change.

Background Information: City Council held a public hearing on this item at their November 26, 2012 meeting and voted 5-0 to approve the request.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request by a vote of 5-0.

Alternatives: The City Council can:
- Adopt the Ordinance;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo, dated November 27, 2012.
- Ordinance

Recommendation: Recommended that Council adopt the Ordinance.

FRISCO

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 27, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, November 26, 2012

Public Hearing - Zoning: Frisco Aquatics Center, Part of Block A, Lot 3 (Z12-0021)
Owner(s): Legacy Platinum Partners, LP

Description:
A request to rezone 4.2± acres on the west side of Legacy Drive, 1,200± feet south of Main Street from Industrial to Office-1 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhood #41.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 4.20 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. MORROW SURVEY, ABSTRACT NO. 864 AND IN THE CRAIN & WARREN SURVEY, ABSTRACT NO. 229, CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED INDUSTRIAL (I) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF OFFICE-1 (O-1); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that the City of Frisco, Texas ("Frisco") Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Legacy Platinum Partners LP (the "Applicant") initiated a request to rezone 4.20 acres of land, more or less, situated in the J. Morrow Survey, Abstract No. 864 and in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to the Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 are amended as follows: The zoning designation of the below-described property containing 4.20 acres of land, more or less, situated in the J. Morrow Survey, Abstract No. 864 and in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Office-1. The Property, as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"** attached hereto, and incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this

Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. The Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 18th day of December, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION:_____, Frisco Enterprise

Exhibit "A"
Z12-0021

BEING a 4.202 acre tract of land situated in J. Morrow Survey, Abstract No. 864 and Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas and also being part of Block A, Lot 3 Frisco Aquatics Center, an addition to the City of Frisco as recorded in Cabinet 2012, Page 228, Plat Records, Denton County, Texas and being more particularly described as follows:

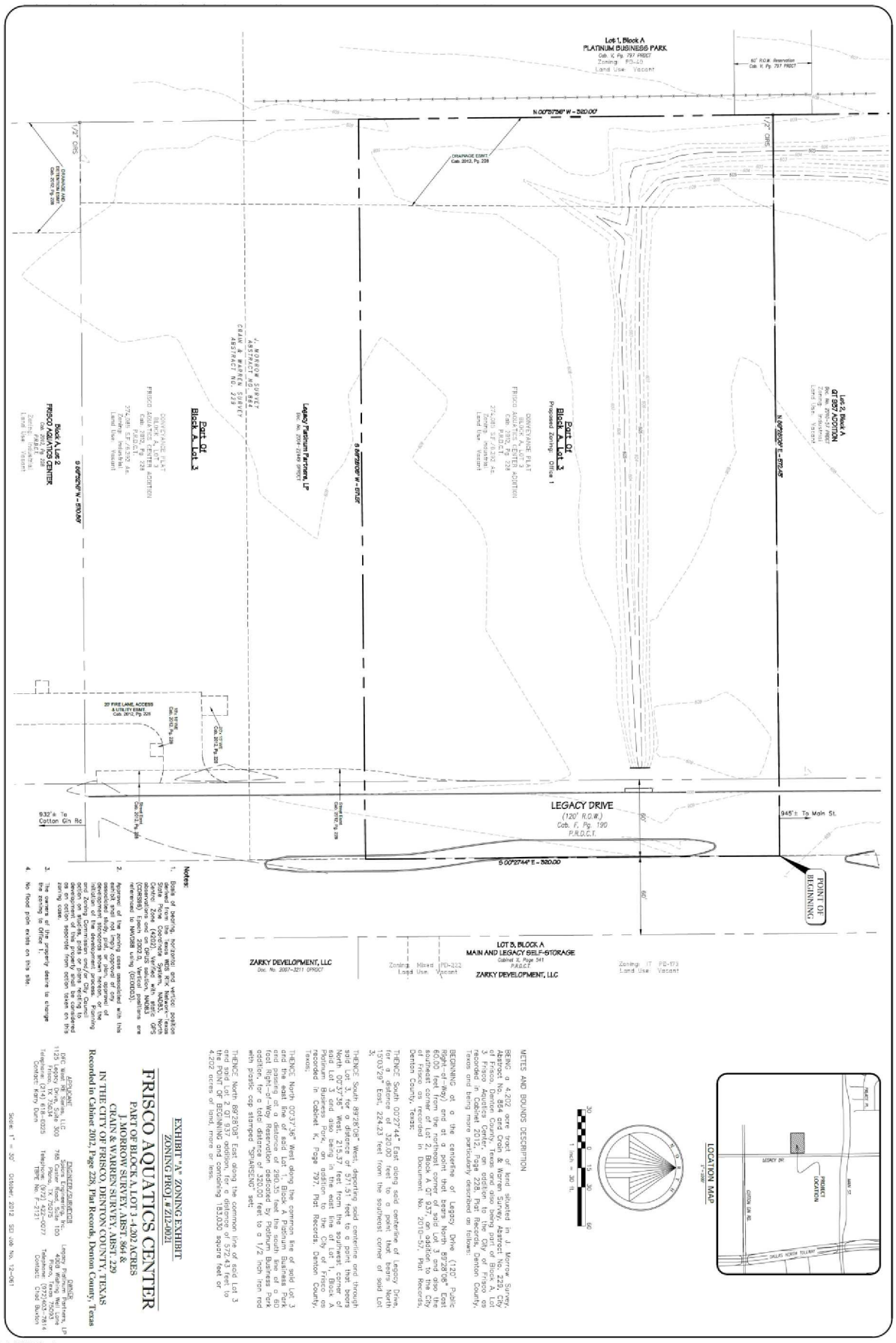
BEGINNING at a the centerline of Legacy Drive (120' Public Right-of-Way) and at a point that bears North 89°28'08" East 60.00 feet from the northeast corner of said Lot 3 and also the southeast corner of Lot 2, Block A QT 937, an addition to the City of Frisco as recorded in Document No. 2010-57, Plat Records, Denton County, Texas;

THENCE South 00°27'44" East along said centerline of Legacy Drive, for a distance of 320.00 feet to a point that bears North 15°03'29" East, 224.23 feet from the southeast corner of said Lot 3;

THENCE South 89°28'08" West, departing said centerline and through said Lot 3, for a distance of 571.51 feet to a point that bears North 00°37'36" West, 215.37 feet from the southwest corner of said Lot 3 and also being in the east line of Lot 1, Block A Platinum Business Park, an addition to the City of Frisco as recorded in Cabinet K, Page 797, Plat Records, Denton County, Texas;

THENCE North 00°37'36" West along the common line of said Lot 3 and the east line of said Lot 1, Block A Platinum Business Park and passing at a distance of 290.35 feet the south line of a 60 foot Right-of-Way Reservation dedicated by Platinum Business Park addition, for a total distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

THENCE North 89°28'08" East along the common line of said Lot 3 and said Lot 2 QT 937 addition, for a distance of 572.43 feet to the POINT OF BEGINNING and containing 183,030 square feet or 4.202 acres of land, more or less.



Notes:

1. Basis of bearing, horizontal and vertical position shown hereon are based on the North American State Plane Coordinate System, NAD83, North Central Zone (4202). Verified with static GPS observations using Leica SmartNet Network (CORS96). Epoch: 2002.0, Vertical positions are referenced to NAVD88 using (GEOID03).
2. Approval of the zoning case associated with this exhibit does not constitute approval of associated site plan, preliminary or final development plat, or other approval of development intended shown hereon or the construction of the improvements shown hereon. The owner understands that the Planning and Zoning Commission and/or City Council may deny approval of the requested zoning or may approve a zoning option or classification other than that requested and such action separate from action taken on this exhibit.
3. The owners of the property desire to change the zoning to Office 1.
4. No flood plain exists on this site.

METES AND BOUNDS DESCRIPTION

BEING a 4.202 acre tract of land situated in J. Morrow Survey, Abstract No. 884 and Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, being all of Lot 3, Frisco Aquatics Center, an addition to the City of Frisco, recorded in Cabinet 2012, Page 228, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a the centerline of Legacy Drive (120' Public Right-of-Way), and at a point that bears North 89°29'08" East 60.00 feet from the northeast corner of said Lot 3 and also the southeast corner of Lot 2, Block A QT 937, an addition to the City of Frisco, recorded in Document No. 2010-31, Plat Records, Denton County, Texas;

THENCE South 00°27'44" East along said centerline of Legacy Drive, to the northeast corner of Main Street Addition, Phase 3, 1503'29" East, 224.23 feet from the southeast corner of said Lot 3;

THENCE North 89°29'08" West departing said centerline and through and along the north line of said Main Street Addition, Phase 3 and passing at a distance of 290.35 feet the south line of a 60 foot Right-of-Way Reservation dedicated by Platinum Business Park addition, for a total distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPARSENG" set;

THENCE North 89°29'08" East along the common line of said Lot 3 and said Lot 2, QT 937 addition, for a distance of 572.43 feet to the POINT OF BEGINNING and containing 183,030 square feet or 4.202 acres of land, more or less.

EXHIBIT "A" ZONING EXHIBIT
ZONING PHOJ #Z12-0021

FRISCO AQUATICS CENTER

PART OF BLOCK A, LOT 3 4.202 ACRES
J. MORROW SURVEY, ABST. 884 &
CRAIN & WARREN SURVEY, ABST. 229
IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS
Recorded in Cabinet 2012, Page 228, Plat Records, Denton County, Texas

APPLICANT
DSC Legacy Partners, LLC
1125 Legacy Drive, Suite 300
Frisco, Texas 75034
Telephone: (214) 618-0225
Contact: Kathy Dunn

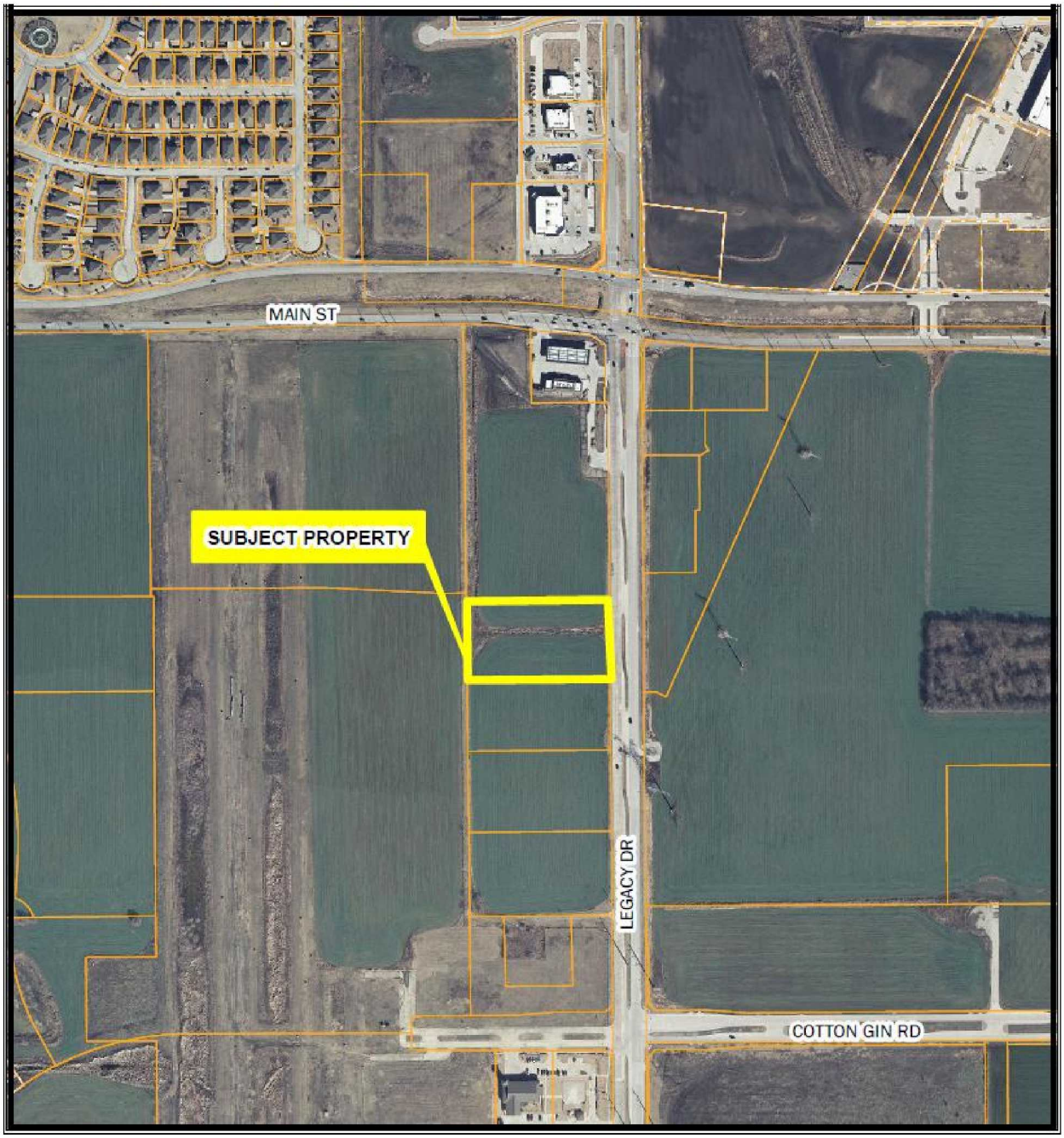
ENGINEER/SURVEYOR
Sparr
750 E. Hwy 121, Suite 100
Lewisville, Texas 75067
Telephone: (972) 422-0077
TBPE No. F-2121

OWNER
Legacy Platinum Partners, LP
4309 Wolfing Well Lane
Frisco, Texas 75034
Telephone: (972)403-7814
Contact: Chad Buxton

Scale: 1" = 30' October, 2012 SD Job No. 12-061

618841.1

Exhibit "A-1"
Z12-0021



AGENDA ITEM #46.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Judy Egüez, Planner**

Date: **12/6/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.3± acres on the west side of Legacy Drive, 1,200± feet south of Main Street from Industrial to Office-1. Zoned Industrial. Neighborhood #41. Zoning Case No. SUP12-0019.**

Action Requested: City Council adoption of the Ordinance granting the Specific Use Permit for a Licensed Child Care Center.

Background Information: City Council held a public hearing on this item at their November 26, 2012 meeting and voted 5-0 to approve the request.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request by a vote of 5-0.

Alternatives: The City Council can:
- Adopt the Ordinance;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo, dated November 27, 2012.
- Ordinance

Recommendation: Recommended that Council adopt the Ordinance.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO
GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 27, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, November 26, 2012

Public Hearing-
Specific Use Permit: Frisco Aquatics Center Addition, Block A, Lot 5 (SUP12-0019)
Owner(s): Legacy Platinum Partners, LP

Description:
A request for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.3± acres on the west side of Legacy Drive, 1,200± feet south of Main Street and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial (Companion Agenda Item Z12-0021). Neighborhood #41.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR LICENSED CHILD CARE CENTER, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE J. MORROW SURVEY, ABSTRACT NUMBER 864 AND IN THE CRAIN & WARREN SURVEY, ABSTRACT NUMBER 229, DENTON COUNTY, TEXAS, CONTAINING 2.320 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND ZONING ORDINANCE NO. 11-04-09; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Legacy Platinum Partners LP (the "Applicant"), initiated a request to allow a Specific Use Permit for a Licensed Child Care Center on 2.320 acres of land, more or less, situated in the J. Morrow Survey, Abstract No. 864 and in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas ("Frisco"), and being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for the ordinance amendment have been given in the manner and form set forth by law, and public hearings have been held on the ordinance amendment and all other requirements of notice and completion of such amendment procedures have been fulfilled; and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Zoning Ordinance No. 11-04-09, and has further agreed to comply with the additional restrictions set forth herein and the site plan, attached hereto as **Exhibit "B"**, and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to grant the Specific Use Permit herein, and that such grant will not be detrimental to the public welfare, safety or health, and that the Specific Use Permit should be granted.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow a Licensed Child Care Center on the Property, which is zoned Office-1, subject to:

1. A maximum enrollment of 280 children.

The Property, as a whole, and the boundaries are more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes as if set forth verbatim (the "Property"). The general location of the Property is depicted on **Exhibit "A-1"**, attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance, the Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as **Exhibit "B"**.

SECTION 3: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use Permit is issued to the entity named above and is assignable and transferable.

SECTION 4: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a Specific Use Permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property; and
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change; and
3. Violation of any provision of the terms or conditions of this Specific Use Permit; and
4. Ad valorem taxes on the Property are delinquent by more than six (6) months; and
5. The Specific Use Permit was obtained by fraud or deception; and
6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 5: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of this Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 7: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ___ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"
SUP12-0019

BEING a 2.320 acre tract of land situated in J. Morrow Survey, Abstract No. 864 and Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas and also being part of Block A, Lot 3 Frisco Aquatics Center, an addition to the City of Frisco as recorded in Cabinet 2012, Page 228, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set at the northeast corner of said Lot 3 and also being the southeast corner of Lot 2, Block A QT 937, an addition to the City of Frisco as recorded in Document No. 2010-57, Plat Records, Denton County, Texas and also being in the west line of Legacy Drive (100' Public Right-of-Way);

THENCE South 00°27'44" East along said west line of Legacy Drive, for a distance of 60.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing said west line of Legacy Drive and through said Lot 3, the following courses and distance:

South 89°28'08" West, 60.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

North 00°27'44" West, 50.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

South 89°28'08" West, 152.40 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

South 00°31'52" East, 310.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

South 89°28'08" West, 299.48 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set in the east line of Lot 1, Block A Platinum Business Park, an addition to the City of Frisco as recorded in Cabinet K, Page 797, Plat Records, Denton County, Texas;

THENCE North 00°37'36" West along the common line of said Lot 3 and the east line of said Lot 1, Block A Platinum Business Park and passing at a distance of 290.35 feet the south line of a 60 foot Right-of-Way Reservation dedicated by Platinum Business Park addition, for a total distance of 320.00 feet to a 1/2 inch iron rod with plastic cap stamped "SPIARSENG" set;

THENCE North 89°28'08" East along the common line of said Lot 3 and said Lot 2 QT 937 addition, for a distance of 512.43 feet to the POINT OF BEGINNING and containing 101,044 square feet or 2.320 acres of land, more or less.

Exhibit "A-1"
SUP12-0019

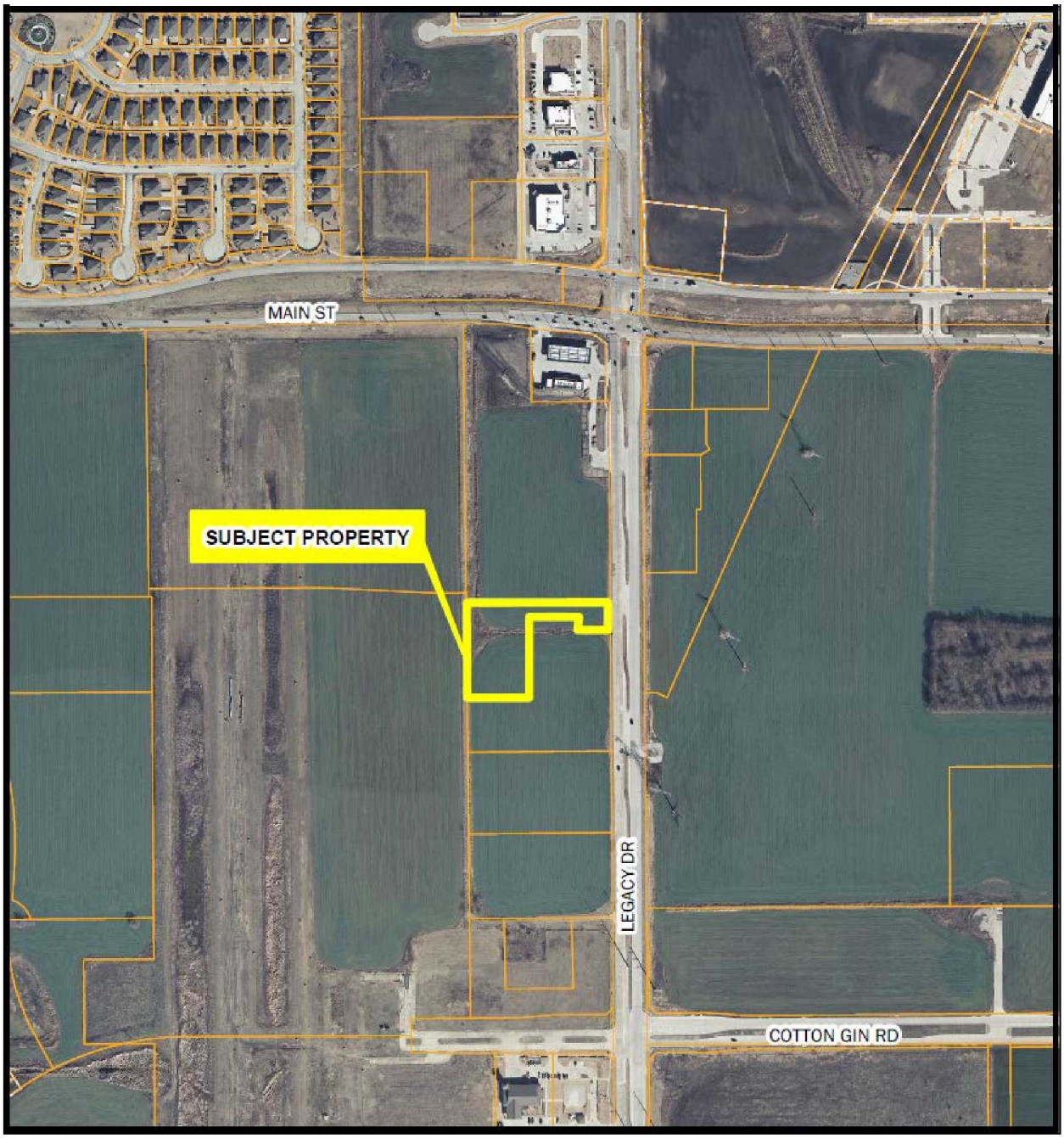


Exhibit "A"
SUP12-0019

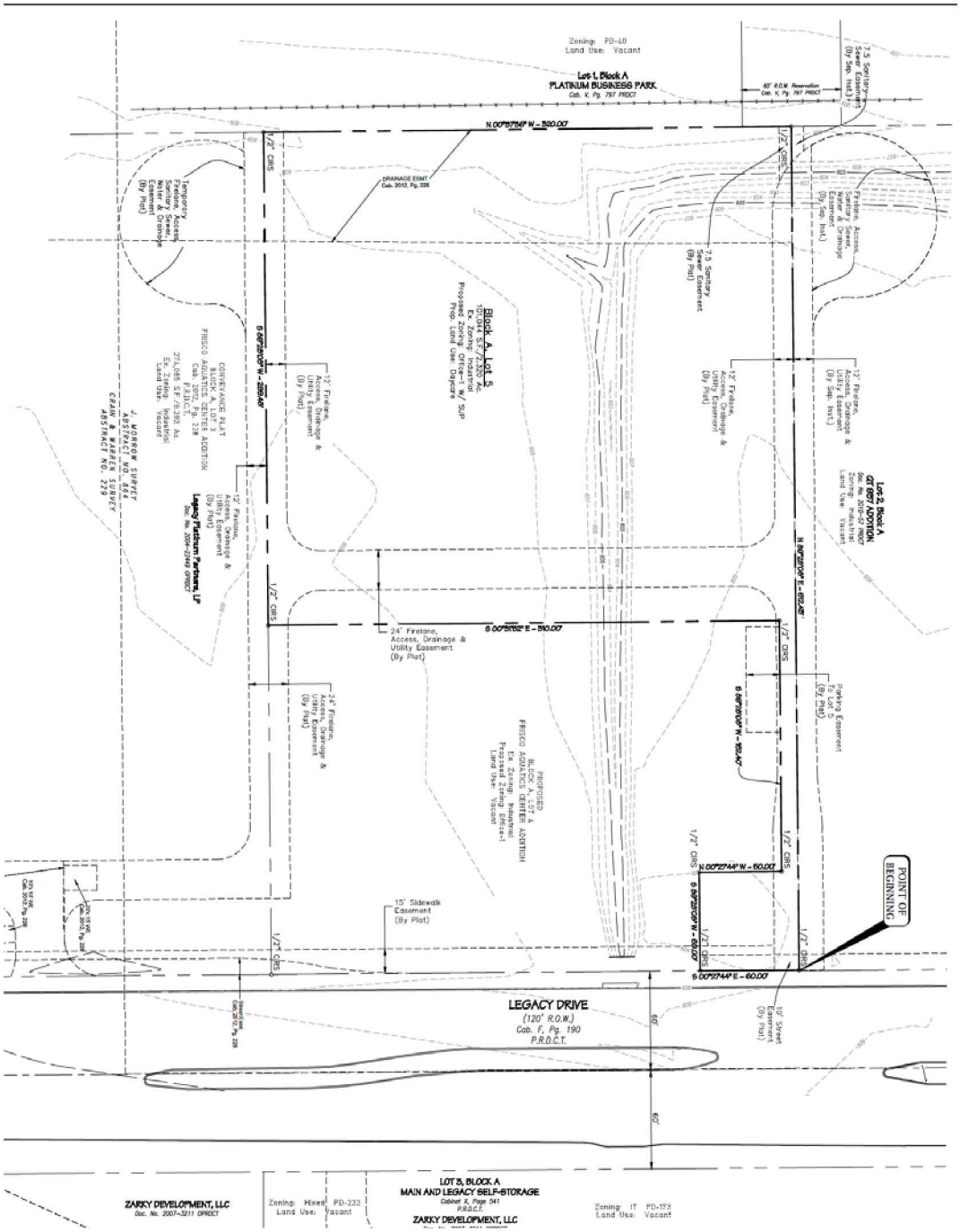
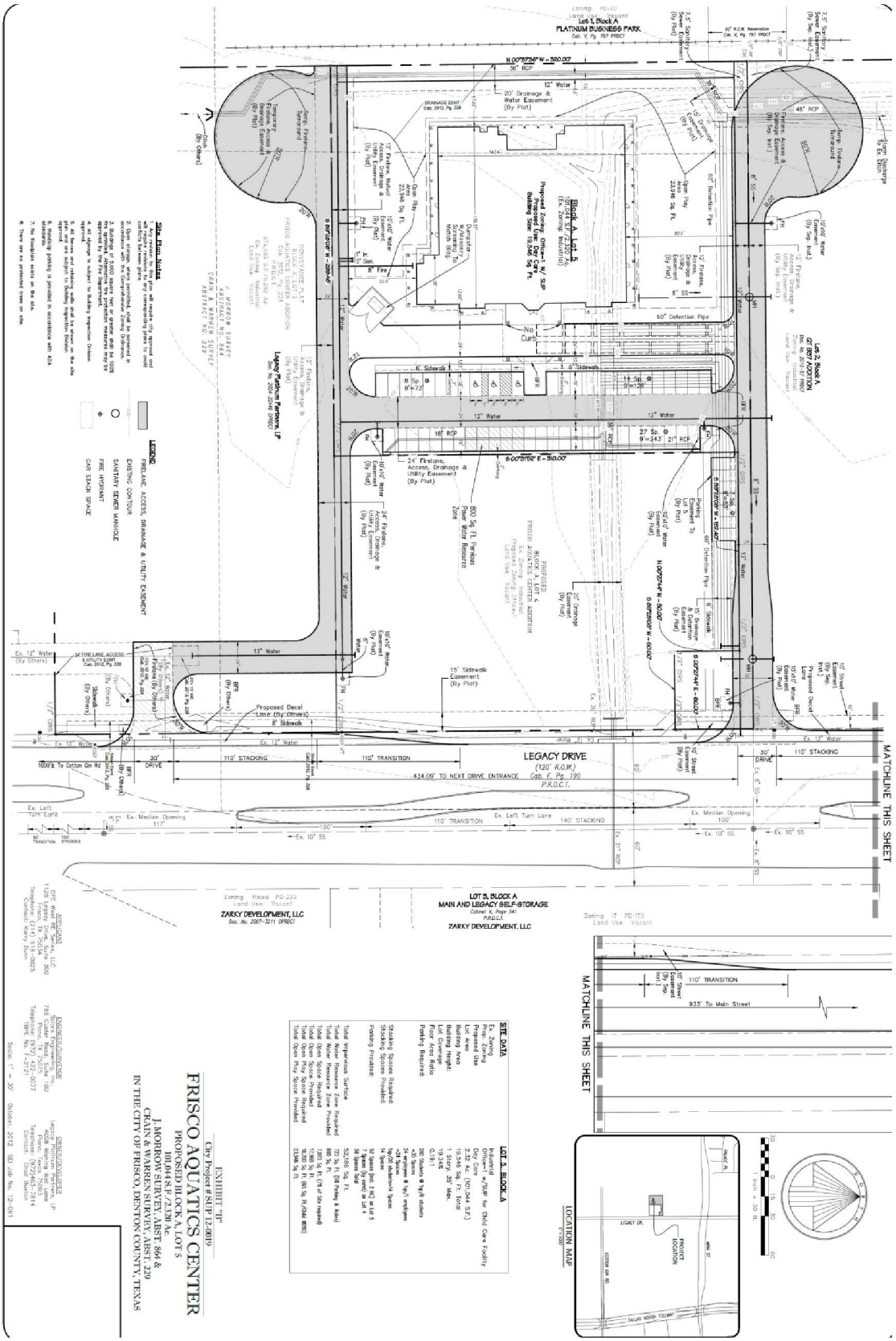


Exhibit "B - SUP12-0019



AGENDA ITEM #47.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **12/5/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0022. A request to rezone and reclassify 34.0± acres from Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home to Single Family-7 on the northeast corner of Wyndbrook Drive and Towne Bridge Drive and the areas east of Kings Ridge Road, north of Huntington Road and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home. Neighborhood #19.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to rezone three tracts being 1.0± acre at the entrance of Meadows of Preston Phase 2 to Single Family-7 for use as future single family lots. A portion of this land is zoned Planned Development-19 which requires all property owners within PD-9 to receive notice

Staff also recommends amending portions of PD-9 owned by the Frisco Independent School District and the City to Single Family-7 which removes those properties out of the PD standards, since public school facilities and city park uses are permitted in the Single Family-7 District and do not need the PD designation. This is consistent with the efforts to eliminate PD's that are no longer needed.

Property owned by Collin County Two Trees Investments LP (Brinkmann Ranch) which is zoned PD-9 is not part of this zoning change (refer to P&Z staff report).

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 27, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated November, 28 2012
- Staff report
- Location Map
- Exhibits
- Letters

Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 27, 2012

Public Hearing - Zoning: Meadows of Preston Phase 2 (Z12-0022)
Owner(s): Rolater Road Homeowners' Association,
Frisco Independent School District and City of Frisco

Description:
A request to rezone and reclassify 34.0± acres from Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home to Single Family-7 located on the northeast corner of Wyndbrook Drive and Towne Bridge Drive and the area east of Kings Ridge Road, north of Huntington Road. Neighborhood #19. RC

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following:

1. Meadows of Preston Phase 2 (1.0± Ac.)
   Recommend approval as Single Family-7 zoning.
2. Frisco ISD and City of Frisco including a portion of Preston Ridge Park (33.0± Ac.)
   Recommend approval as Single Family-7 zoning.
3. Establish the remaining acreage of Planned Development-9 to include 24.0± acres currently owned by Collin County Two Trees Investments L.P to be governed by Ordinance No. 90-08-03 as is exists or may by amended.

Final approval requires action by the City Council.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

November 27, 2012

Public Hearing - Zoning: Meadows of Preston Phase 2 (Z12-0022)
Owner(s): Rolater Road Homeowners' Association,
Frisco Independent School District, and City of Frisco

DESCRIPTION:

A request to rezone and reclassify 34.0± acres from Commercial-1, Multifamily-15, and Planned Development-9-Multifamily-19/Commercial-1/Patio Home to Single Family-7 located on the northeast corner of Wyndbrood Drive and Towne Bridge Drive and the area east of Kings Ridge Road, north of Huntington Road. Neighborhood #19. RC

HISTORY:

Ordinance No. 83-09-04 – Zoned Light Commercial (LC) for Tract 1 being 40.0± acres and Tract 2 being 44.9± acres.

Ordinance No. 90-08-03 – Rezoned 120.9± acres as Planned Development-9, including Tract "B-2" of 45.5± acres zoned Light Commercial (LC) to Multi-Family-2.

Ordinance No. 94-06-06 – Amended Ordinance No. 83-09-04 rezoning 22.2± acres from Light Commercial (LC) becomes Multi-Family-1.

Ordinance No. 06-07-61 – Amended Ordinance No. 94-06-06 rezoning 24.7± acres from Planned Developoment-9/Multi-Family-2 to Single Family-5.

Call for Public Hearing – There are various property owners within Planned Development-9 which encompasses 63.0± acres. The Planning & Zoning Commission approved a Call for Public Hearing on November 13, 2012 for this property.

CASE OVERVIEW:

Rolater Road Homeowners' Association (the "HOA") is requesting to rezone three tracts being a 1.0± acre parcel of property at the entrance of the Meadows of Preston Phase 2 subdivision (bounded by Hutson Drive, Towne Bridge Drive, and Wyndbrook Drive) to Single Family-7; for use as future residential lots. A portion of this land is zoned Planned Development-9-Multifamily-19 which was not included in the rezoning to single family created under Ordinance No. 06-07-61. The original developer of Meadows of Preston Phase 2, Legacy/Monterey Homes, L.P., tried to acquire the subject property to include in the development but could not come to terms with the adjacent property owner. The developer and staff worked together on a layout where this property could

be incorporated; however a remnant of Commercial-1 land was excluded due to the unwillingness of another property owner to sell.

The HOA attempted for years to acquire the remnant property and recently completed a land swap of equal acreage with the adjacent owner to bring all of the subject 1.0± acre land under full ownership of the HOA. Before the subject tract can be developed for single family lots, the disjointed zoning must be amended, thus the reason for this rezoning request. Staff recommends the removal of PD-9 from the HOA's property and to appropriately zone the HOA land as Single Family-7. The HOA board has informed its residents as to their plans for this land once it is rezoned.

As part of the above process, staff desires to reclassify the zoning designation of land already developed under Frisco Independent School District's (FISD) ownership from PD-9 to straight Single Family-7. The staff-initiated zoning on FISD's property is a continuation of the reassessment of Planned Developments and amending outdated PD's as appropriate throughout the City (further described below).

There is also a 1.3± acre portion of City-owned property associated with the Preston Ridge Park adjacent to J.W. & Ruth Christie Elementary School that is zoned PD-9 and will be included in this zoning change to Single Family-7.

The surrounding land uses of portions of PD-9 in this request are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Commercial-1 and Planned Development-9-Commercial-1/Multifamily-19.	Residential
East	Residential, Church	Planned Development-61-Commercial-1, Single Family-7	Residential
South	Residential	Single Family-7, Single Family-8.5, and Planned Development-60-Single Family-16	Residential
West	Residential	Single Family-7	Residential

The surrounding land uses of the subject 1.0± acre property are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Commercial-1	Residential
East	Residential	Single Family-7	Residential
South	Residential	Single Family-7	Residential
West	Residential	Single Family-7	Residential

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan does not identify any floodplain/wetland areas or sensitive habitats on the property.

Future Land Use Plan – The Future Land Use Plan designates residential development for both subject property areas. The FISD land is consistent with the Future Land Use Plan which designates Public/Semi-Public uses at the northeast corner of Kings Bridge Road and Red Cedar Drive; and Parks & Open Space on the southeast corner of the same streets. A rezoning of the HOA property to Single Family-7 will bring the property into compliance with the Future Land Use Plan.

Parks, Recreation & Open Space Master Plan – A six-foot Hike & Bike Trail has been provided in the right-of-way of Hutson Drive with the development of Meadows of Preston Phase 2 and connects to the educational uses to the east.

Transportation Strategy

- **Thoroughfare Plan –** There are no Major Thoroughfares affecting the subject area.
- **Access** – Access to the properties affected are Hutson Drive, Town Bridge Drive, Wyndbrook Drive, Red Cedar Drive, Kings Ridge Road, and Huntington Road.

Existing Utilities

- **Water and Sanitary Sewer Service –** Utilities are available to this site.

Schools – J.W. and Ruth Christie Elementary School and the FISD Early Childhood School are developed on the FISD-owned properties and recommend for rezoning with this request.

RECLASSIFICATION OF ZONING DESIGNATIONS

Staff is in the process of evaluating many of the older Planned Developments in the City. Many of these PD's have standards that are outdated or are now governed by the new Zoning Ordinance. Since a request was made by the Rolater Road Homeowners' Association which affects Planned Development-9, staff wanted to take the opportunity to assess and amend PD-9 as needed.

A majority property owner of PD-9 is Collin County Two Trees Investments L.P. which has communicated to staff a desire to retain development rights granted by PD-9 and the prospects of current multifamily zoning on their property. Therefore the property zoned PD-9 and owned by Collin County Two Trees Investments L.P is not included in

the rezoning request. The staff recommendation will include that the remaining acreage of PD-9 will consist of the land currently owned by Collin County Two Trees Investments L.P and will continue to be governed by the applicable, current ordinance.

FISD has indicated support and consented to staff's recommendation of modifying current zoning of Planned Development-9-Commercial-1/Multifamily-19/Patio Home to Single Family-7. No non-conforming uses or structures are being created with these changes.

SUMMARY:

Staff finds that rezoning of the HOA property to Single Family-7 is consistent with the Comprehensive Plan and surrounding developments; and changing the FISD and City properties to Single Family-7 is appropriate. Staff is in support of this request.

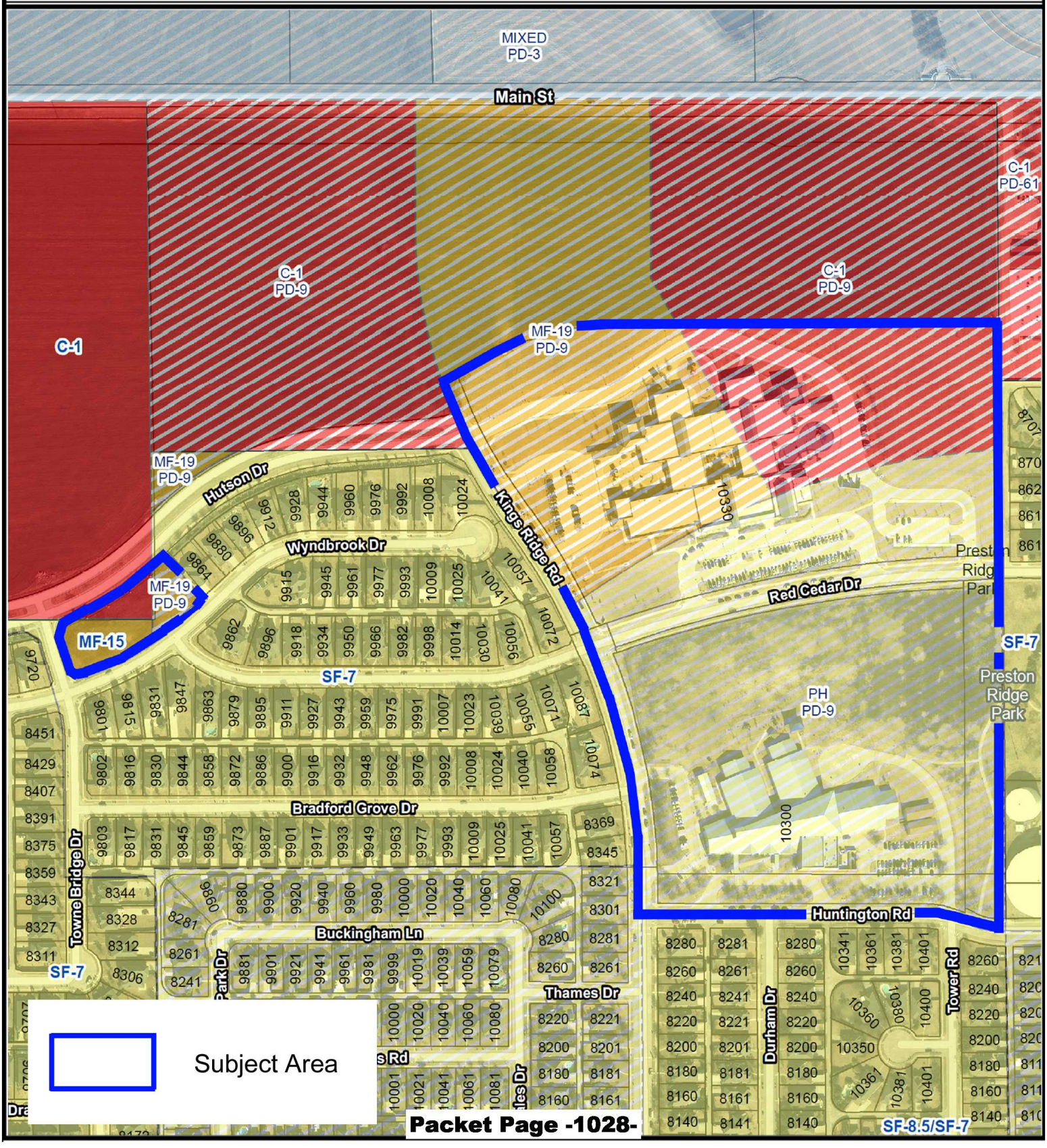
RECOMMENDATION:

1. Meadows of Preston Phase 2 (1.0± Ac.)
   Recommend approval as Single Family-7 zoning.

2. Frisco ISD and City of Frisco including a portion of Preston Ridge Park (33.0± Ac.)
   Recommend approval as Single Family-7 zoning.

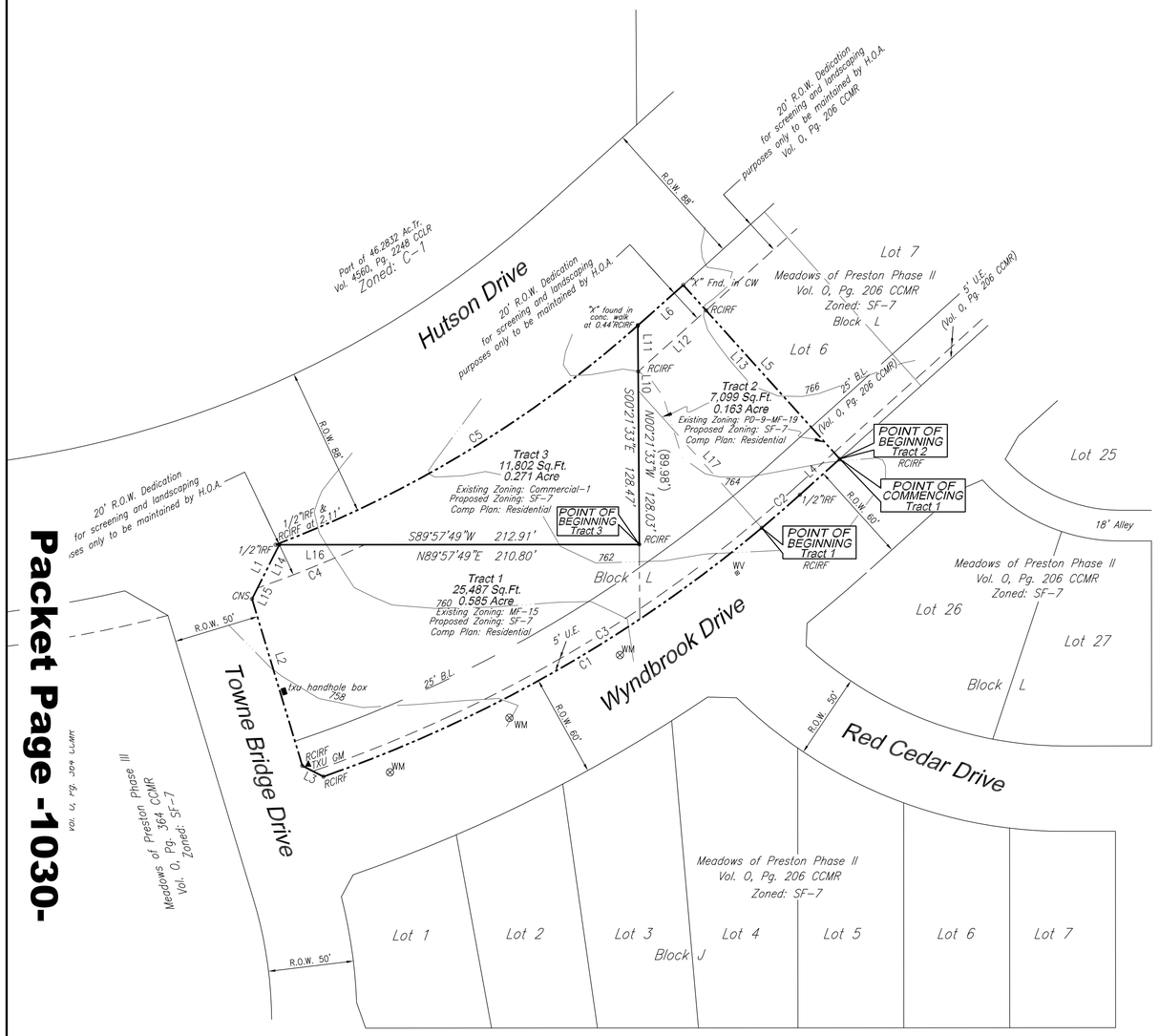
3. Establish the remaining acreage of Planned Development-9 to include 24.0± acres currently owned by Collin County Two Trees Investments L.P to be governed by Ordinance No. 90-08-03 as is exists or may by amended.

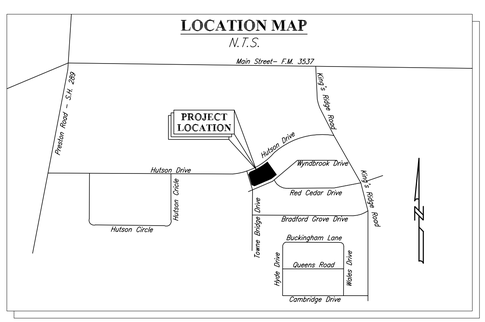
Z12-0022

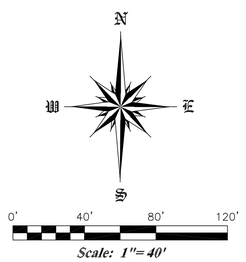

N
MIXED
PD-3
Main St
C-1
PD-61
C-1
PD-9
C-1
PD-9
C-1
MF-19
PD-9
MF-19
PD-9
MF-19
PD-9
MF-15
Hutson Dr
Wyndbrook Dr
Kings Ridge Rd
Red Cedar Dr
SF-7
PH
PD-9
Preston
Ridge
Park
Bradford Grove Dr
Towne Bridge Dr
Buckingham Ln
Park Dr
Thames Dr
Huntington Rd
Durham Dr
Tower Rd
SF-7
SF-8.5/SF-7
Subject Area

Z12-0022
Meadows of Preston









Boundary Curve Table

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	22°45'29"	821.50'	326.30'	S59°23'33"W	324.16'
C2	02°21'50"	821.50'	29.62'	S49°02'47"W	02°03'57"
C3	20°52'41"	296.68'	295.07'	S60°25'32"W	20°41'31"
C4	05°31'20"	704.50'	67.90'	S68°01'02"W	67.88'
C5	20°52'41"	684.50'	249.42'	N58°46'15"E	248.05'

Boundary Line Table

LINE	BEARING	DISTANCE
L1	N 26°40'02" E	35.56'
L2	N 16°47'05" W	102.05'
L3	N 62°50'17" W	13.89'
L4	S 48°00'49" W	31.38'
L5	S 41°59'11" E	137.00'
L6	N 48°00'49" E	35.71'
L7	N 00°21'33" W	141.02'
L8	N 89°38'27" E	209.43'
L9	S 47°39'39" W	28.68'
L10	N00°21'33"W	11.30'
L11	N00°21'33"W	26.75'
L12	N48°00'56"E	53.48'
L13	S41°59'11"E	117.00'
L14	N26°40'02"E	7.16'
L15	N26°40'02"E	28.40'
L16	N89°57'49"E	50.20'
L17	S41°59'11"E	108.02'

PROPERTY DESCRIPTION

Tract 1:

SITUATED in the State of Texas, County of Collin, and City of Frisco, being part of the George McNeil Survey, Abstract No. 608, being part of a 0.784 acre tract described in a Special Warranty Deed to Rolater Road Homeowner's Associate, Inc. as recorded under County Clerk No. 20081110001316830 of the Collin County Land Records with said premises being more particularly described as follows:

COMMENCING at Roome ½" capped iron rod found in the northwest right-of-way line of Wyndbrook Drive (60' R.O.W.) marking the southwest corner of Lot 6, Block L of Meadows of Preston Phase II, an addition to the City of Frisco as recorded in Volume 0, Page 206 of the Collin County Map Records and being the southeast corner of the aforementioned 0.784 acre tract;

THENCE with the northwest right-of-way line of Wyndbrook Drive and southeast line of said 0.784 acre tract as follows: South 48°00'49" West, 31.38 feet to a ½" iron rod found marking the beginning of a curve to the right; Southwesterly along said curve to the right having a central angle of 02°03'56" with a radius of 821.50 feet, for an arc distance of 29.62 feet (chord = South 49°02'47" West, 29.62 feet) to a Roome ½" capped iron rod found marking the POINT OF BEGINNING and the most easterly corner of the herein described premises;

THENCE continuing with the northwest right-of-way line of Wyndbrook Drive and southeast line of said 0.784 acre tract as follows: Southwesterly along said curve to the right having a central angle of 20°41'32" with a radius of 821.50 feet, for an arc distance of 296.68 feet (chord = South 60°25'31" West, 295.07 feet) to a Roome ½" capped iron rod found marking the southeast corner of a corner clip at a southwest corner of 0.784 acre tract and the intersection of the northwest right-of-way line of Wyndbrook Drive with the easterly right-of-way line of Towne Bridge Drive (50' R.O.W.);

THENCE with said corner clip, right-of-way and the southwest line of said 0.784 acre tract, North 62°50'17" West, 13.89 feet to a Roome ½" capped iron rod found marking the most westerly southwest corner of said 0.784 acre tract and being in the easterly right-of-way line of said Towne Bridge Drive;

THENCE with the east right-of-way line of Towne Bridge Drive and the most westerly line of said 0.784 acre tract, North 16°47'05" West, 102.05 feet to a point marking the beginning of a corner clip and the most westerly northwest corner of said 0.784 acre tract;

THENCE with said corner along the northwest line of said 0.784 acre tract, North 26°40'02" East, 35.56 feet to a Roome ½" capped iron rod found marking a northwest corner of said 0.784 acre tract and being in a south line of a 46.2832 acre tract as recorded in Volume 4560, Page 2248 of the Collin County Land Records;

THENCE with a north line of said 0.784 acre tract and a south line of said 46.2832 acre tract, North 89°57'49" East, 210.80 feet to a Roome ½" capped iron rod found marking an interior corner of said 0.784 acre tract and the most southerly southeast corner of said 46.2832 acre tract;

THENCE with a west line of said 0.784 acre tract and an east line of said 46.2832 acre tract, North 00°21'33" West, 89.98 feet a Roome ½" capped iron rod found marking the most northerly northwest corner of said premises;

THENCE with a northeast line of said premises, South 41°59'11"East, 108.02 feet to the point of beginning and containing 26,161 square feet or 0.601 acre of land of which 674 square feet is dedicated for right-of-way for screening and landscaping purposes only to be maintained by homeowners association, leaving 25,487 net square feet or 0.585 net acre of land.

Tract 2:

SITUATED in the State of Texas, County of Collin, and City of Frisco, being part of the George McNeil Survey, Abstract No. 608, being part of a 0.784 acre tract described in a Special Warranty Deed to Rolater Road Homeowner's Associate, Inc. as recorded under County Clerk No. 20081110001316830 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at Roome ½" capped iron rod found in the northwest right-of-way line of Wyndbrook Drive (60' R.O.W.) marking the southwest corner of Lot 6, Block L of Meadows of Preston Phase II, an addition to the City of Frisco as recorded in Volume 0, Page 206 of the Collin County Map Records and being the southeast corner of the aforementioned 0.784 acre tract;

THENCE with the northwest right-of-way line of Wyndbrook Drive and southeast line of said 0.784 acre tract as follows: South 48°00'49" West, 31.38 feet to a ½" iron rod found marking the beginning of a curve to the right; Southwesterly along said curve to the right having a central angle of 02°03'56" with a radius of 821.50 feet, for an arc distance of 29.62 feet (chord = South 49°02'47" West, 29.62 feet) to a Roome ½" capped iron rod found marking the southwest corner of the herein described premises;

THENCE with the southwest line of said premises, North 41°59'11" West, 108.02 feet to a Roome ½" capped iron rod found marking a southwest corner of said premises in a west line of said 0.784 acre tract and an east line of a 46.2832 acre tract as recorded in Volume 4560, Page 2248 of the Collin County Land Records;

THENCE with a west line of said 0.784 acre tract and an east line of said 46.2832 acre tract, North 00°21'33" West, 38.05 feet a Roome ½" capped iron rod found marking the most northerly northwest corner of said 0.784 acre tract;

THENCE with a north line of said 0.784 acre tract, North 48°00'49" East, 35.71 feet to an "X" found in a concrete walk marking the northeast corner of said 0.784 acre tract;

THENCE with the east line of said 0.784 acre tract and the west line of Lot 6, Block L of said addition, South 41°59'11" East, passing the northwest corner of said Lot 6 at 20.00 feet and continuing for a total distance of 137.00 feet to the point of beginning and containing 7,991 square feet or 0.183 acre of land of which 892 square feet is dedicated for right-of-way for screening and landscaping purposes only to be maintained by homeowners association, leaving 7,099 net square feet or 0.163 net acre of land.

Tract 3:

SITUATED in the State of Texas, County of Collin, and City of Frisco, being part of the George McNeil Survey, Abstract No. 608, being all of a 0.271 acre tract described in a Special Warranty Deed to Rolater Road Homeowner's Associate, Inc. as recorded under County Clerk No. 20101028001173480 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at Roome ½" capped iron rod found marking the southeast corner of said 0.271 acre tract and an interior corner of a 0.784 acre tract as described in a Special Warranty Deed to Rolater Road Homeowner's Associate, Inc. as recorded under County Clerk No. 20081110001316830 of the Collin County Land Records;

THENCE with the south line of said 0.271 acre tract and a north line of said 0.784 acre tract, South 89°57'49" West, passing at 210.80 feet a Roome capped iron found marking the most westerly northwest corner of said 0.784 acre tract and continuing for a total distance of 212.91 feet to a ½" iron rod found marking the most westerly corner of said 0.271 acre tract in the curving southeast right-of-way line of Hutson Drive (88' R.O.W.);

THENCE northeasterly with the southeasterly right of way line of Hutson Drive and the curving northwesterly line of said 0.271 acre tract, a curve to the left having a central angle of 20°52'41" with a radius of 684.50 feet, for an arc distance of 249.42 feet (chord = North 58°46'15" East, 248.05 feet) to a ½" iron rod found marking the northeast corner of said 0.271 acre tract;

THENCE departing said southeast right-of-way line and along the east line of said 0.271 acre, South 00°21'33" East, passing at 0.44 feet an "X" found cut in a concrete walk and marking a northwest corner of the aforementioned 0.784 acre tract, and continuing along the east line of said 0.271 acre tract and a west line of said 0.784 acre tract a total distance of 128.47 feet to the place of beginning and containing 11,802 square feet or 0.271 acre of land.

Legend

RCIRS	Roome 1/2" Capped Iron Set
C.C.M.R.	Collin County Map Records
TXU HH	Texas Utilities Handhole
TXU GM	Texas Utilities Gas Meter
C.C.	County Clerk
———	Existing Zoning Boundary
— — —	Requested Zoning Boundary
WV	Water Valve
⊗ WM	Water Meter

Note: Contours taken from NTCOG Aerial.
No Floodplain exists on this Site
Proposed Rezoning Tract 1: Multi-Family-15 to Single Family-7
Proposed Rezoning Tract 2: Planned Development-9-Multi-Family-19 to Single Family-7
Tract 3: Commercial-1 to Single Family-7

Exhibit A: for Z12-0022
Meadows of Preston Phase II
Tract 1 & Tract 2, and Tract 3, Block L
being a 0.784 acre tract
as recorded under CC# 20081110001216830
and a 0.271 acre tract
as recorded under CC# 20101028001173480
of the Collin County Land Records
George McNeil Survey, Abstract No. 608
City of Frisco, Collin County, Texas
August 27, 2012

Latest Revision: 11/20/2012
P:\AC\2012\03\AC101512.dwg

Owner/Applicant:
Rolater Road Homeowner's Associate, Inc.
8360 LBJ FWY, Suite 300
Dallas, Texas 75243
Attn: Scott Latta (972-467-6876)

Surveyor
Roome Land Surveying, Inc.
2000 G Avenue, Suite 810
Plano, TX 75074
Attn: Fred Bemenderfer

Roome Land Surveying, Inc.
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com

Ross Culbertson

From: John Webb
Sent: Friday, November 16, 2012 4:12 PM
To: Ross Culbertson
Subject: FW: City of Frisco Zoning Map Change - FISD facilities on Kings Ridge Rd at Red Cedar Drive

For the file.

John Webb, AICP
Planning Manager
Dept of Development Services
City of Frisco, Texas
972.292.5350

From: Wilkinson, Richard [mailto:WilkinsR@friscoisd.org]
Sent: Friday, November 16, 2012 3:55 PM
To: John Webb
Subject: RE: City of Frisco Zoning Map Change - FISD facilities on Kings Ridge Rd at Red Cedar Drive

That's fine. Thanks for the email!

Sincerely,
Richard Wilkinson

From: John Webb [mailto:JWebb@friscotexas.gov]
Sent: Friday, November 16, 2012 3:34 PM
To: Wilkinson, Richard
Cc: Ross Culbertson
Subject: City of Frisco Zoning Map Change - FISD facilities on Kings Ridge Rd at Red Cedar Drive

Richard,

We have received a rezoning application from the Rolater Road HOA to rezone land they own located between Hutson Drive and Wyndbrook Drive, east of Towne Bridge Drive. A portion of this property was the subject of a recent land swap with Baxter Brinkmann. The HOA property is zoned Planned Development (PD)-9, C-1 Commercial and MF-15 Multifamily. The HOA desires to sell the 1-acre property to a residential developer and therefore is seeking to have the subject site zoned SF-7 Single Family; the predominate zoning category for the surrounding residential neighborhood.

Because a portion of the HOA-owned land is zoned PD-9, we by policy include the entire PD into the zoning request and send notices to all of the owners of land within the PD. The FISD facilities on Kings Ridge Road at Red Cedar Drive are also part of the PD-9 with base zoning districts of Patio Home, Multifamily-19 and Commercial-1.

Where it makes sense to remove the PD designation and rezone land to a straight zoning category, we make that recommendation. We have scheduled a Public Hearing with the Planning & Zoning Commission on November 27th at 6:30 pm to consider this change. At this time we are recommending that land within PD-9 including the FISD property be zoned Single Family-7 (with the exception of land owned by Mr. Brinkmann).

Since public schools are permitted in every zoning district, except for the Industrial District, we hope this change is acceptable to the District.

Please let me know if you have any questions.

Thanks
John

John Webb, AICP
Planning Manager
Dept of Development Services
City of Frisco, Texas
972.292.5350

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AGENDA ITEM #48.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0025. A request to rezone 1.2± acres on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Neighborhood #23.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to amend the SUP for a licensed child care center (see companion item SUP12-0021) to be in compliance with the enrollment of the facility. Because day cares are no longer allowed in the Industrial zoning district with a SUP, staff requested the applicant submit a request to rezone the property to the Commercial-2 District so the facility would not be a nonconforming use.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated November 14, 2012.
- Staff report.
- Location Map
- Exhibits

Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
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November 14, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 13, 2012

Public Hearing - Zoning: Fingerprints (Z12-0025)
Owner(s): Max Partners, Ltd.

Description:
A request to rezone 1.2± acres located on the southwest corner of Wade Boulevard and Esther Way from Industrial to Commercial-2. Zoned Industrial with a Specific Use Permit for a Licensed Child Care Center (S-152) (Companion Agenda Item SUP12-0021). Neighborhood #23. MW

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval as Commercial-2.

Final approval requires action by the City Council.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

November 13, 2012

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HISTORY:

Ordinance No. 442 – Annexed 67.1± acres, including the tract under consideration, and zoned the property Light Industrial (now Industrial) and Heavy Commercial (now Commercial-2).

Ordinance No. 05-05-33 – Granted a Specific Use Permit (S-152) for a child day care on 1.2± acres with a maximum enrollment of 86 students.

Case SUP12-0021 – In conjunction with this zoning application, the property owner has submitted an application to amend their SUP to allow additional children.

CASE OVERVIEW:

The applicant is requesting to amend their SUP for a child day care (see companion item SUP12-0021) to be in compliance with their current enrollment. Because day cares are no longer allowed in the Industrial zoning district, staff is requiring that the applicant also rezone the property to Commercial-2 so that it is not a nonconforming use. This is consistent with the requirements placed on the Spanish Schoolhouse request on the site located immediately to the south.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Neighborhood Park	Industrial	Retail
East	Vacant	Industrial	Retail
South	Proposed Day Care	Commercial-2 w/SUP for Day Care	Retail
West	Vacant	Industrial	Retail

2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan does not identify any significant natural resources on the property.

Future Land Use Plan – The Future Land Use Plan designates Retail uses for the property. The request complies with the Future Land Use Plan.

Parks, Recreation & Open Space Master Plan – The Hike and Bike Master Plan shows the nearest hike and bike trail being along Wade Boulevard.

Transportation Strategy

- **The Thoroughfare Plan** – The property is adjacent to Wade Boulevard, a major thoroughfare.
- **Traffic Impact Analysis** – A Traffic Impact Analysis (TIA) was not required. A Traffic Circulation Study was required with the companion Specific Use Permit application.
- **Access** – Access is provided from Esther Way.

Existing Utilities

- **Water** – A 12" water line exists on the property.
- **Sanitary Sewer** – A 10" sewer line exists along the western portion of the property. A 6" service line services the existing building.

Schools – The property is located within the Frisco Independent School District. Spears Elementary School is on the north side of Wade Boulevard near this property. The ISD does not need a school on this site.

SUMMARY:

Staff supports this zoning request, as it will allow the tract to be zoned consistently with the surrounding properties and the request conforms to the Comprehensive Plan.

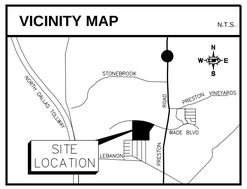
RECOMMENDATION:

Recommended for approval as Commercial-2.

Z12-0025 & SUP12-0021
Fingerprints Private School
Block A, Lot 5



VICINITY MAP N.T.S.



N
W E
S

GRAPHIC SCALE IN FEET
30 0 15 30 60
1" = 30' @ 24X36

ABS A0032 JAMES BOLIN SURVEY
BLOCK 2, TRACT 32
OWNER: CITY OF FRISCO
EXISTING LAND USE: PARK
CURRENT ZONING: I/C-2

SPEARS ELEMENTARY SCHOOL
BLOCK A, LOT 1
OWNER: FRISCO ISD
EXISTING LAND USE: SCHOOL
CURRENT ZONING: I/C-2

WADE BOULEVARD
(100' ROW)

D=8°20'36"
R=1750.00
L=254.83
CB=S85°03'51"W
C=254.60

EXISTING 10' STREET ESMT. CAB. 2006 PG. 194 M.R.C.C.T.

EXISTING 10' WATER ESMT. CAB. 2006 PG. 194 M.R.C.C.T

N89°14'09"E 25.15'

EXISTING 10' SIDEWALK ESMT. CAB. 2006 PG. 194 M.R.C.C.T

EXISTING UTILITY ESMT. CAB. 2006 PG. 194 M.R.C.C.T.

EXISTING 15' SANITARY SEWER, WATER AND GAS ESMT. VOL. 764 PG. 344 D.R.C.C.T.

EXISTING 10' DRAINAGE ESMT. CAB. 2006 PG. 194 M.R.C.C.T.

EXISTING 10' WATER ESMT. CAB. 2006 PG. 194 M.R.C.C.T

BLOCK A, LOT 5
1.18 GROSS ACRES
1.18 NET ACRES
EXISTING ZONING: I/S-152
PROPOSED ZONING:
C-2 W/ SUP FOR DAY CARE

ESTHER WAY

N00°45'51"W 220.92'

FIRELANE, ACCESS & UTILITY ESMT. CAB. Q PG. 430 M.R.C.C.T.

15' W.E. CAB. Q PG. 430 M.R.C.C.T.

EXIST. 24' FIRELANE, ACCESS, AND UTILITY EASEMENT

EXISTING 60' PUBLIC WAY CAB. Q PG. 430 M.R.C.C.T.

ABS A0032 JAMES BOLIN SURVEY
BLOCK 2, LOT 3
OWNER: MATHESA I, LTD.
EXISTING LAND USE: VACANT
CURRENT ZONING: I/C-2

N23°53'56"W 171.29'

N4°44'25"W 43.82'

N89°33'24"E 208.74'

LAKESIDE OFFICE PARK AT PRESTON-WADE #2
BLOCK A, LOT 6
OWNER: MEVEC, LTD.
EXISTING LAND USE: VACANT
CURRENT ZONING: I/C-2/SUP-216

EXHIBIT A: Z # 12-0025

BEING a tract of land out of the JAMES BOLIN SURVEY, Abstract No. 32, in the City of Frisco, Collin County, Texas, being part of the 66.345 acre tract of land described in deed to Mathesa (I), Ltd., recorded in Volume 4604, Page 1895 of the Land Records of Collin County, Texas, being part of Lot 3 of the conveyance plat of Lakeside Office Park at Preston-Wade, Phase 2, Lots 1,2 and 3, Block A, an addition to the City of Frisco according to the plat thereof recorded in Cabinet O, Page 397 of the Map Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at 5/8" iron rod founding the south right-of-way line of Wade Boulevard (100' ROW) as dedicated to the City of Frisco, recorded in Volume 4796, Page 2630 of the Land Records of Collin County, Texas, said iron rod being the northwest corner of said Lot 3 and the beginning of a curve to the right having a central angle of 08°20'36", a radius of 1750.00 feet and a chord bearing and distance of North 85°03'51" East, 254.60 feet;

THENCE with said south right-of-way line, the following courses and distances to wit:
Northeasterly, with said curve, an arc distance of 254.83 feet to a 5/8" iron rod found;
North 89°14'09" East, a distance of 25.15 feet to a 5/8" iron rod set;

THENCE leaving the south right-of-way line of said Wade Boulevard, the following courses and distances to wit:
South 00°45'51" East, a distance of 220.92 feet to a 5/8" iron rod set;
South 89°33'24" West, a distance of 208.74 feet to a 5/8" iron rod set in the west line of said Lot 3;

THENCE with said west line, the following courses and distances to wit:
North 04°44'25" East, a distance of 43.82 feet to a 5/8" iron rod set;
North 23°53'56" West, a distance of 171.29 feet to the **POINT OF BEGININNING** and containing 1.184 acres of land.

EXHIBIT A: Z # 12-0025
FINGERPRINTS PRIVATE SCHOOL
LAKESIDE OFFICE PARK AT PRESTON-WADE #2
BLOCK A, LOT 5
BEING 1.18 ACRES OUT OF THE JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
MAX PARTNERS, LTD.
6404 BLACKTREE DR
PLANO, TX 75093-8019
PH. # (972) 345-8455

SURVEYOR:
KIMLEY-HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972-335-3580
CONTACT: DANA BROWN

No.	DATE	REVISION DESCRIPTION
1		.

Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-358
Fax No. (972) 335-375

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AGENDA ITEM #49.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Public Hearing: Specific Use Permit Case SUP12-0021. A request to amend a Specific Use Permit for a Licensed Child Care Center on one lot on 1.2± acres on the southwest corner of Wade Boulevard and Esther Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Industrial. Proposed Zoning Commercial-2 (Companion Agenda Item Z12-0025). Neighborhood #23.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: During the review of an application for a Specific Use Permit for a Day Care facility on the adjacent property, it was discovered that Fingerprints was registered with the State of Texas for 105 students, even though their SUP limited the facility to a maximum of 86 students. This was discovered during review of the Traffic Circulation Study for the adjacent Spanish Schoolhouse. The Code Enforcement Division contacted the owners of the Fingerprints School to let them know that they would need to either amend their registration with the State of Texas to 86 students or apply for an amendment to their SUP to allow 105 students.

The owners of the Fingerprints School have submitted the application to amend their current SUP to legally permit additional students.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
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Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

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- Staff report.
- Location Map
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Recommendation: Recommended for approval as submitted.

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November 14, 2012

TO: Applicant

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Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November13, 2012

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Description:
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Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:
1. A maximum enrollment of 105 children.
2. Adherence to the traffic flow requirements outlined in the Traffic Circulation Study.

Final approval requires action by the City Council.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
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HISTORY:

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Ordinance No. 05-05-33 – Granted a Specific Use Permit (S-152) for a child day care on 1.2± acres with a maximum enrollment of 86 students.

Case Z12-0025 – In conjunction with this Specific Use Permit (SUP) application, the property owner has submitted an application to change the base zoning from Industrial to Commercial-2, since an SUP for a Licensed Child Care Facility is not permitted in the Industrial District.

CASE OVERVIEW:

During the review of an application for a Specific Use Permit for a Day Care facility on the adjacent property, it was discovered that Fingerprints was registered with the State of Texas for 105 students, even though their SUP limited them to only 86 students. This was discovered during review of a Traffic Circulation Study for the adjacent Spanish Schoolhouse. The Code Enforcement Division contacted the owners of the Fingerprints School that they would need to either amend their registration with the State of Texas to 86 students or apply for an amendment to their SUP to allow 105 students.

The owners of the Fingerprints School have submitted the application to amend their current SUP to legally permit additional students.

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
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South	Proposed Day Care	Commercial-2 w/SUP for Day Care	Retail
West	Vacant	Industrial	Retail

TRAFFIC CIRCULATION STUDY:

The applicant submitted a Traffic Circulation and Queuing Analysis which describes the existing and proposed operations of the preschool. The study indicates the preschool is operating with an enrollment of 105 students and so the traffic volumes and traffic queues will not increase if the SUP is approved. In addition, the applicant is making improvements to the site (such as adding parking spaces and stacking spaces) that will bring the site into compliance for that number of students and should improve existing traffic conditions and ensure that the preschool traffic will not impact Wade Boulevard.

Staff concurs that the additional stacking spaces and parking spaces will improve conditions along Esther Way and in the manner the preschool staff park in driveway stubs which will become unavailable upon development of the adjacent site. With these site improvements, staff concurs that Fingerprints Preschool can operate under their current student enrollment of 105 without adversely impacting the recently approved Spanish Schoolhouse Preschool which will to be constructed immediately to the south.

As required under the Spanish Schoolhouse's SUP, the traffic for that facility will not be allowed to use Esther Way during pick-up and drop-off times. Per the traffic circulation plan for the SUP for Fingerprints Preschool, the traffic associated with Fingerprints must use Esther Way. Therefore, the traffic circulation of both preschools will remain separate.

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions are either addressed per this application or will be addressed during Site Plan review.

COMPREHENSIVE PLAN:

The Comprehensive Plan recommends that Licensed Child Care Centers should:

- Be located along major and minor thoroughfares, or as part of a mixed use development located on a collector street or higher;

  The Child Care Center is located off Wade Boulevard as part of an office development. Sufficient traffic circulation is provided.

- Have direct access from a median opening;

  Esther Way has a median opening at Wade Boulevard. In addition, the site will have additional access to median openings through cross access to the east as that property develops.

- Be compatible in architectural character with surrounding residential uses or other used noted;

  No changes are being proposed to the structure.

- Provide screening of parking areas with landscaping or berms;

  Parking areas are internal to the site and do not require screening.

- Not be located at residential subdivision entrances;

  The Child Care Center is not located at a subdivision entrance.

- Provide an outdoor play space at a rate of sixty-five (65) square feet per child and have no dimension less than thirty (30) feet;

  The Child Care Center is providing a fenced outdoor play space of 7,890 square feet along the south and west sides of the building which exceeds the minimum amount required for 105 children.

SUMMARY:

Staff is in support of this request as it is a compatible use for the surrounding properties.

RECOMMENDATION:

Recommended for approval subject to:

1. A maximum enrollment of 105 children.
2. Adherence to the traffic flow requirements outlined in the Traffic Circulation Study.

Z12-0025 & SUP12-0021
Fingerprints Private School
Block A, Lot 5



EXHIBIT A: SUP # 12-0021
FINGERPRINTS PRIVATE SCHOOL

VICINITY MAP N.T.S.

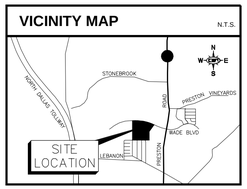


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FINGERPRINTS PRIVATE SCHOOL
LAKESIDE OFFICE PARK AT PRESTON-WADE #2
BLOCK A, LOT 5
BEING 1.18 ACRES OUT OF THE JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
MAX PARTNERS, LTD.
6404 BLACKTREE DR
PLANO, TX 75093-8019
PH. # (972) 345-8455

SURVEYOR:
KIMLEY-HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972-335-3580
CONTACT: DANA BROWN

No.	DATE	REVISION DESCRIPTION
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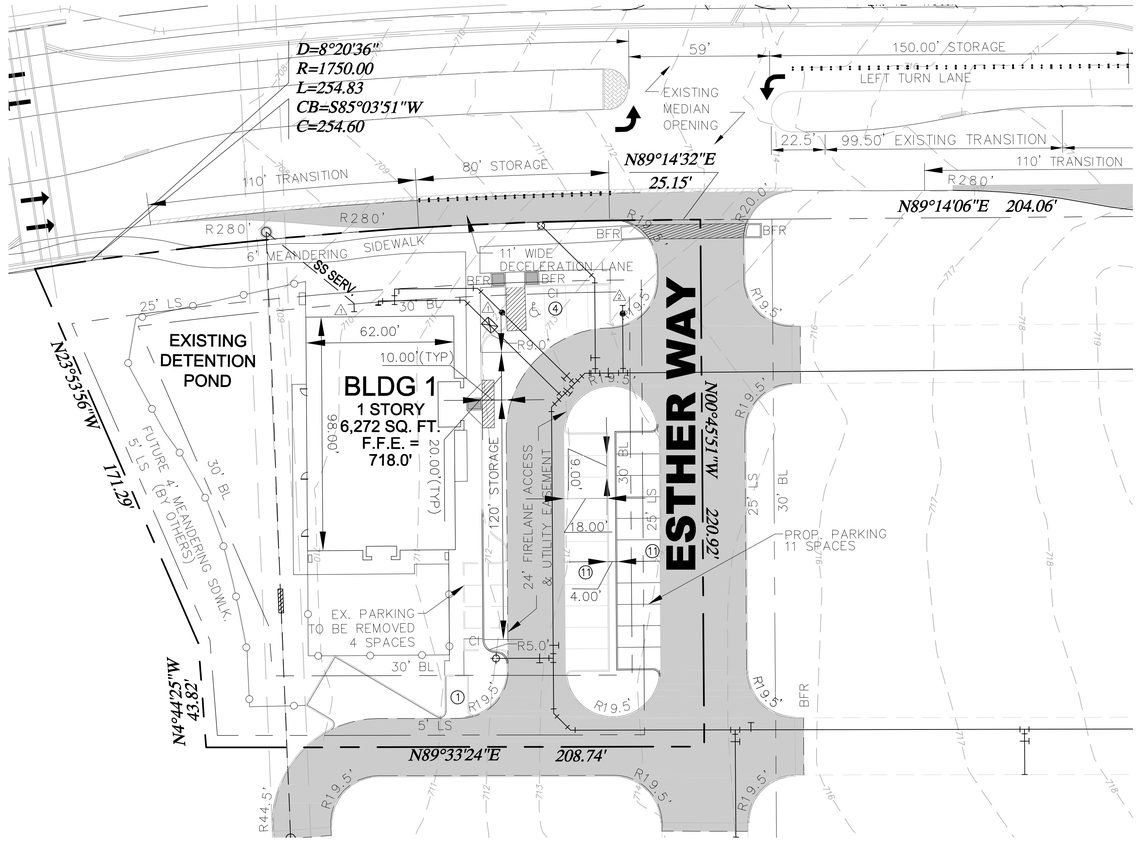
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
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Tel. No. (972) 335-358
Fax No. (972) 335-375

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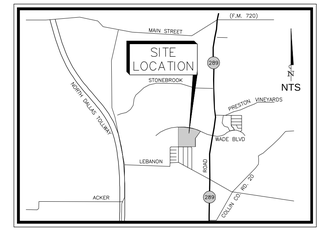
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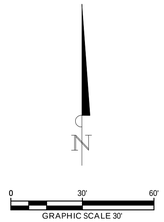
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Packet Page -1054- AGENDA ITEM #49. 7.2.21



LOCATION MAP





FLOOD STATEMENT:
ACCORDING TO COMMUNITY PANEL NO . 48085C0245 J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

SITE DATA SUMMARY TABLE

	LOT 6
ZONING / PROPOSED USE	C-2/SUP FOR DAY CARE
LOT AREA / SQ. FT. AND AC	51,400 SQ. FT. 1.18 AC
BUILDING AREA (ALL BUILDINGS) (gross square footage)	6,272 SQ. FT.
BUILDING HEIGHT (feet and number of stories)	1 STORY, 30'
LOT COVERAGE	12.20%
FLOOR AREA RATIO (for non-residential zoning)	0.13:1
TOTAL PARKING REQUIRED (105 pupils) (11 teachers)	25 SPACES (1 per 8 pupils) (1 per 1 teacher)
TOTAL STACKING REQUIRED (20' per 20 pupils)	120 FT
TOTAL PARKING PROVIDED	27 SPACES
TOTAL STACKING PROVIDED	120 FT
TOTAL HANDICAP REQUIRED	1 SPACES
TOTAL HANDICAP PROVIDED	1 SPACES
INTERIOR LANDSCAPING REQUIRED (15' per parking space)	405 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	2,369 SQ. FT. (4.6%)
SQ. FT. IMPERVIOUS SURFACE	29,524 SQ. FT.
USABLE OPEN SPACE REQUIRED (7.0%)	3,598 SQ. FT.
USABLE OPEN SPACE PROVIDED	13,187 SQ. FT. (26%)
OUTDOOR PLAYSPACE REQUIRED (65 SQ. FT. PER CHILD)	6,825 SQ. FT.
OUTDOOR PLAYSPACE PROVIDED	7,890 SQ. FT.

LEGEND

(4)	NUMBER OF PARKING SPACES
R19.5'	RADIUS
B–B	BACK OF CURB - BACK OF CURB
BFR	BARRIER FREE RAMP
SW	SIDEWALK
LS	LANDSCAPE SETBACK
BL	BUILDING LINE / SETBACK
CI	STORM SEWER CURB INLET
AD	STORM SEWER AREA DRAIN

TREE PROTECTION NOTE

NO PROTECTED TREES EXIST ON THIS SITE

CITY OF FRISCO SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICT BETWEEN PLANS.

2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.

3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.

4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

BENCHMARKS

BENCHMARK NO. 1
SQUARE ON INLET ON NORTH SIDE OF WADE BOULEVARD, 1100' WEST OF PRESTON ROAD
ELEV. 714.50

BENCHMARK NO. 2
SQUARE ON INLET ON WEST SIDE OF PRESTON ROAD, 100' NORTH OF WADE BOULEVARD
ELEV. 712.74

BENCHMARK NO. 3
SQUARE ON INLET ON WEST SIDE OF PRESTON ROAD, 100' NORTH OF THE NORTHEAST PROPERTY CORNER.
ELEV. 710.06

NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE

2. ALL RADII ARE 2.0' UNLESS NOTED OTHERWISE

3. CONTRACTOR TO VERIFY T.A.S. COMPLIANCE. FOR ANY QUESTION CONTACT CIVIL ENGINEER IMMEDIATELY.

4. ALL FIRE HYDRANTS ARE TO BE IN A 10' x 10' WATER EASEMENT.

5. ALL DOMESTIC AND IRRIGATION WATER SERVICES ARE TO BE IN A 10' x 10' WATER EASEMENT.

6. TYPICAL STACKING SPACE SIZE IS 20'X10'

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	SAN. SEW
1	DOMESTIC	2"	1	1 - 6"
2	IRRIGATION	2"	1	N/A

EXHIBIT B, SUP NO. 12-0021
FINGER PRINTS PRIVATE SCHOOL
BEING 1.18 ACRES OUT OF
JAMES BOLIN SURVEY ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER/APPLICANT:
MAX PARTNERS LTD
6404 BLACKTREE DR
PLANO, TX 75093–8019
PH. # (972) 345–8455

ENGINEER:
KIMLEY–HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972–335–3580
CONTACT: DAVID KOCHALKA
FIRM NO. F–928

SURVEYOR:
KIMLEY–HORN AND ASSOC.
5750 GENESIS COURT
SUITE 200
FRISCO, TX. 75034
PH. # 972–335–3580
CONTACT: DANA BROWN

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972–335–3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENG

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer DAVID K. KOCHALKA
P.E. No. 87781 Date 11/06/2012

KHA PROJECT 068114002	DATE	11/06/2012	
	SCALE	AS SHOWN	
	DESIGNED BY	DKK	
	DRAWN BY	JCM	
	CHECKED BY	DKK	

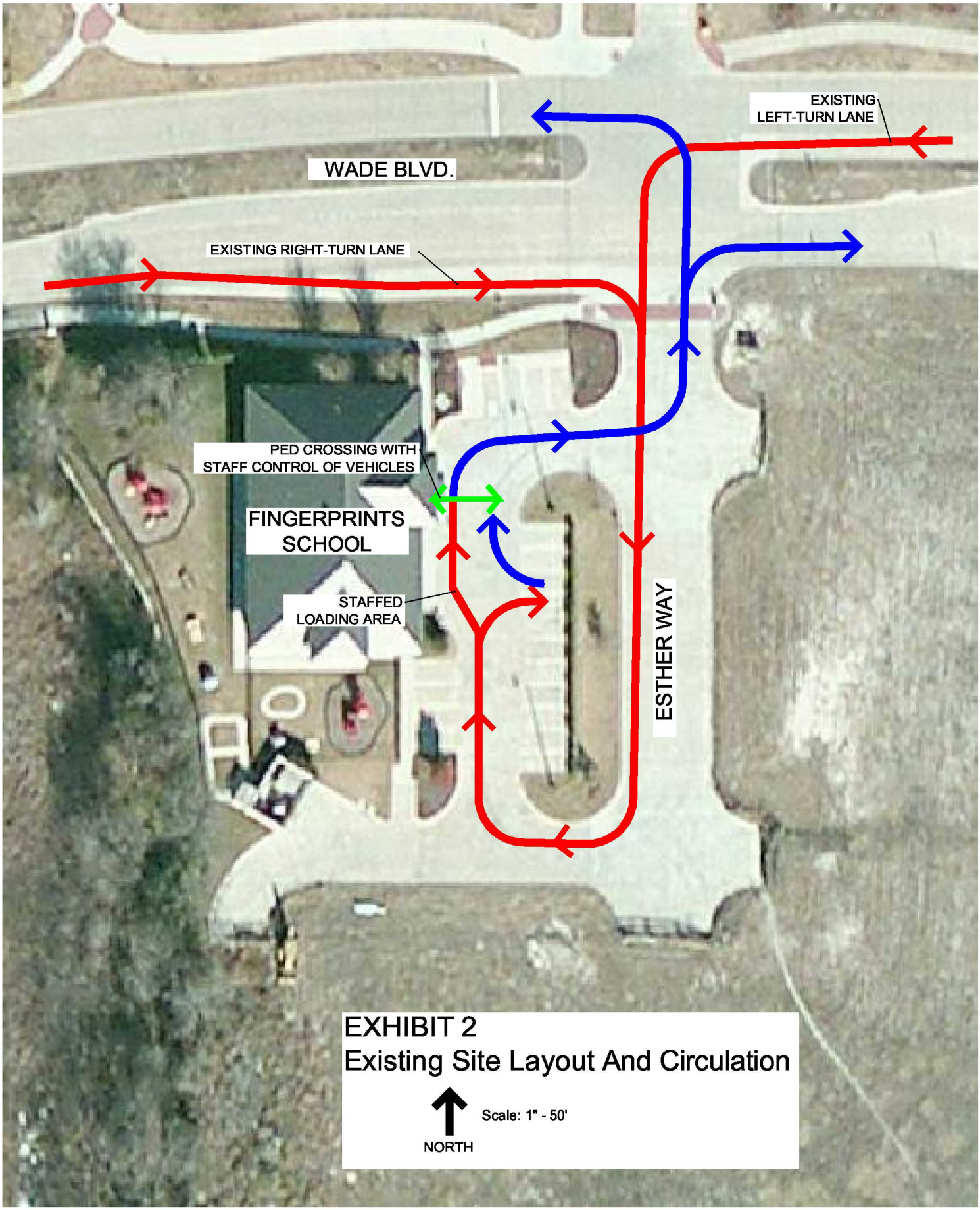
FINGER PRINTS
PRIVATE SCHOOL
FRISCO, TEXAS

SUP EXHIBIT "B"

SHEET NUMBER
EX-B

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific pur
ut written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREF x-xref - XREF-sheet-view-vp3 - XREF xs-matrix - XREF XS1-MOBIL - XREF XS1-SANF - XREF XS1-SCHOOL - XREF XSTM - XREF XTOPO - XREF-site SUP-2012 - XREF-Roads - XREF x2436 - new - XREF X-STM-LOT-5-6 - XREF XHATCH - XREF XHATCH
IMAGES
XREFS
PLOTTED BY
DWG NAME
LAST SAVED
XREF x-xref - XREF-sheet-view-vp3 - XREF xs-matrix - XREF XS1-MOBIL - XREF XS1-SANF - XREF XS1-SCHOOL - XREF XSTM - XREF XTOPO - XREF-site SUP-2012 - XREF-Roads - XREF x2436 - new - XREF X-STM-LOT-5-6 - XREF XHATCH
Mon Nov 05 2012 - 08:52:44 AM
K:\FRI_O\118014002-FINGER PRINTS\DWG\EXHIBITS\SUP2012-010 - SUP EXHIBIT B.DWG
11/6/2012 8:52 AM


EXISTING
LEFT-TURN LANE
WADE BLVD.
EXISTING RIGHT-TURN LANE
PED CROSSING WITH
STAFF CONTROL OF VEHICLES
FINGERPRINTS
SCHOOL
STAFFED
LOADING AREA
ESTHER WAY
EXHIBIT 2
Existing Site Layout And Circulation
NORTH
Scale: 1" - 50'

AGENDA ITEM #50.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance to amend Planned Development-31, rezoning a 3.1± acre tract from PD-31-Office-1 to PD-31-Highway. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway. Zoned Planned Development-31-Retail/Office-1/Highway. Neighborhood #34. Zoning Case No. Z12-0015.**

Action Requested: City Council adoption of an Ordinance amending Planned Development-31.

Background Information: The McDavid Auto Group submitted an application to amend a portion of Planned Development-31 to allow for an expansion to their automobile dealership at the northwest corner of SH 121 and the Dallas North Tollway. City Council held a public hearing on this item at their September 4, 2012 meeting and voted 5-0 to approve the request. The Council directed staff to prepare the Ordinance and place the item on the December 18, 2012 agenda to give staff and the adjacent property owners sufficient time to address drainage issues in the Stonebriar Creek subdivision.

The Director of Engineering Services has been in contact with the neighborhood's representative and has learned that the neighborhood is in the process of hiring an engineer. Staff has offered to work with the residents' engineer but this process has not been initiated.

Following the September 4th Public Hearing, Development Services staff met with representatives of David McDavid Honda regarding the company's plan to relocate the Honda dealership to the northeast corner of SH 121 and Legacy

Drive. David McDavid Honda is leasing the site where they are currently located. The national office prefers that the dealership own their facility therefore prompting David McDavid Honda to explore purchasing the site at the northeast corner of SH 121 and Legacy Drive. The zoning at that location permits automobile sales by right.

Staff wants to make the City Council aware of this relocation plan in relation to this pending ordinance granting an amendment to the Planned Development to expand the dealership at its present location.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their August 14, 2012 meeting and recommended approval of the request by a vote of 6-0.

Alternatives: The City Council can:

- Adopt the Ordinance;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:

- City Council Outcome Memo, dated September 5, 2012.
- Ordinance

Recommendation: Recommended that Council adopt the Ordinance.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

September 5, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, September 4, 2012

Public Hearing - Zoning: DMc Addition/121 Autoplex (Z12-0015)
Owner(s): Multiple Property Owners

Description:
A request to amend Planned Development-31, rezoning a 3.1± acre tract from PD-31-Office-1 to PD-31-Highway and consider and act to direct staff to prepare an Ordinance of the same. The property contains 131.9± acres on the north side of State Highway 121 between Legacy Drive and Dallas Parkway. Zoned Planned Development-31-Garden Office/Commercial/Office/Commercial Center/Business Center. Proposed Zoning Planned Development-31-Office-1/Retail/Highway. Neighborhood #34.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request with the following conditions:

1. Prohibit outdoor speakers on the subject 3.1-acre tract; and
2. Direct staff to prepare an Ordinance for consideration on the December 18, 2012 City Council agenda.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NO. 12-10-73 AND AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, TO: (i) REZONE A TRACT OF LAND CONSISTING OF 3.1 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 149, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-31-OFFICE-1 (PD-31-O-1) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-31-HIGHWAY (PD-31-H), AND (ii) REZONE A TRACT OF LAND CONSISTING OF 128.8 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 149, IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS HERETOFORE ZONED PLANNED DEVELOPMENT-31- OFFICE-1/RETAIL/HIGHWAY (PD-31-O-1/R/H) IS HEREBY REZONED PLANNED DEVELOPMENT-31-OFFICE-1/RETAIL/HIGHWAY (PD-31-O-1/R/H); DESCRIBING THE TRACTS TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco"), to repeal Frisco Ordinance No. 12-10-73 in its entirety and replace it with this Ordinance; and

WHEREAS, the City Council has further investigated and determined that it would be advantageous and beneficial to the citizens of Frisco to amend Frisco's Zoning Ordinance No. 11-04-09 as provided herein; and

WHEREAS, Frisco has received a request from the McDavid Auto Group (the "Applicant"), to rezone 3.1 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 149, in the City of Frisco, Collin County, Texas; and

WHEREAS, being that the 3.1 acres of land, more or less, is part of 131.9 acres of land, more or less, which was recently rezoned and is known as Planned Development-31; and

WHEREAS, based upon the receipt of the request from the Applicant, Frisco city staff investigated and determined that it is in the best interests of Frisco to amend the zoning for the 3.1 acres of land, more or less, and amend the zoning for the remaining 128.8 acres of land, more or less, all of which are a part of Planned Development-31, which is a total of 131.9 acres of land, more or less; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and from set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Repeal Ordinance No. 12-10-73. Frisco Ordinance No. 12-10-73 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 12-10-73 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 12-10-73 occurring before the effective date of this Ordinance.

SECTION 3. Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: (i) the zoning designation of the below-described property containing 3.1 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 149, in the City of Frisco, Collin County, Texas, (the "Highway Property") and all

streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-31-Highway; and (ii) the zoning designation of the below-described property containing 128.8 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 149, in the City of Frisco, Collin County, Texas, (the "Office/Retail/Highway Property") and all streets, roads and alleyways contiguous and/or adjacent thereto is hereby rezoned as Planned Development-31-Office-1/Retail/Highway. The Highway Property and the Office/Retail/Highway Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Highway Property and Office/Retail/Highway Property are depicted on **Exhibit "A-1"** attached hereto.

The development standards and uses for this Planned Development District shall conform to the Planned Development Standards attached hereto as **Exhibit "B"** and the Zoning Exhibits attached hereto as **Exhibit "C"**. **Exhibits "B"** and **"C"** are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Highway Property and Office/Retail/Highway Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 4. No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 5. Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 6. Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be

deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 8. Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 18th day of December, 2012.

MAHER MASO, Mayor

ATTESTED TO AND

CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"
Overall Tract
131.9 Acres

Being a 5,748,479 square feet or 131.9669 acre tract of land situated in the Collin County School Land Survey, Abstract No. 149, City of Frisco, Collin County, Texas, and being part of a called 133.6651 acre tract of land conveyed to Town Center Partners, Ltd. by deed recorded in County Clerk File No. 94-0098617, Deed Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a point for a corner at the intersection of the northwest line of State Highway 121 (a variable width right of way) with the west line of Dallas North Tollway (a 300 foot right of way);

THENCE, the following courses and distances with the northwest line of State Highway 121:

- S 70°52'11" W, a distance of 710.00 feet to a point for a corner;
- S 20°05'52" W, a distance of 49.68 feet to a found TXDOT monument at the northeast corner of a tract of land conveyed to Ray Hallford by deed recorded in Volume1474, Page 170, Deed Records of Collin County, Texas;

THENCE, S 86°53'59" W, with the north line of the said Hallford tract, a distance of 180.28 feet to a point for a corner;

THENCE, S 19°35'11" E, with the west line of the said Hallford tract, a distance of 176.44 feet to a point for a corner in the northwest line of State Highway 121;

THENCE, the following courses and distances with the northwest line of State Highway 121:

- S 70°52'11" W, a distance of 446.48 feet to a point for a corner;
- S 78°35'07" W, a distance of 302.52 feet to a found TXDOT monument for an angle point;
- S 70°52'48" W, a distance of 300.28 feet to a found TXDOT monument for an angle point;
- S 63°49'49" W, a distance of 327.28 feet to an angle point;
- S 70°24'00" W, a distance of 9.48 feet to a point for a corner, said point being the east corner of a remainder tract of land conveyed to Ray Hallford by deed recorded in the Deed Records of Collin County, Texas;

THENCE, S 89°12'55" W, departing the northwest line of State Highway 121 and with the north line of the said Hallford tract, a distance of 510.41 feet to a point for a corner at the northwest corner of the said Hallford tract;

THENCE, S 01°06'30" E, with the west line of the said Hallford tract, a distance of 116.59 feet to a point for a corner in the northwest line of State Highway 121;

THENCE, the following courses and distances with the northwest line of State Highway 121:

- S 70°52'20" W, a distance of 855.08 feet to an angle point;

- S 60°18'02" W, a distance of 118.18 feet to a found 5/8 inch iron rod for a corner;

- S 00°09'17" E, a distance of 30.14 feet to a point for a corner;

THENCE, S 70°52'28" W, a distance of 1193.68 feet to a found TXDOT monument at the south corner of a right of way corner clip at intersection of the northwest line of State Highway 121 (a variable width right of way) with the east line of Legacy Drive (a 120 foot right of way), said point being the most southerly southwest corner of the said 133.6651 acre tract;

THENCE, N 62°29'34" W, with the northwest line of State Highway 121 and the said corner clip, a distance of 67.46 feet to a found TXDOT monument for a corner;

THENCE, S 79°57'42" W, continuing with the northwest line of State Highway 121 and the said corner clip, a distance of 2.70 feet to a found 5/8 inch iron rod for a corner in the east line of Legacy Drive;

THENCE, N 15°11'04" W, with the east line of Legacy Drive, a distance of 75.41 feet to a found 5/8 inch iron rod at the beginning of a tangent curve to the right with a central angle of 14°32'24", a radius of 928.00 feet, a chord bearing of N 07°54'52" W and a chord distance of 234.87 feet;

THENCE, Northwesterly, continuing with the east line of Legacy Drive and along said curve, an arc distance of 235.50 feet to the point of tangency;

THENCE, N 00°38'40" W, continuing with the east line of Legacy Drive, a distance of 934.95 feet to a found ½ inch iron rod at the beginning of a tangent curve to the left with a central angle of 00°31'20", a radius of 2,020.00 feet, a chord bearing of N 00°54'20" W and a chord distance of 18.41 feet;

THENCE, Northwesterly, continuing with the east line of Legacy Drive and along said curve, an arc distance of 18.41 feet to a found 5/8 inch iron rod for a corner, said point being the northwest corner of the said 133.6651 acre tract and said point being in the south line of Stonebriar Creek, an addition to Collin County, Texas according to the map thereof recorded in Cabinet B, Page 382, Map Records of Collin County, Texas;

THENCE, N 89°28'20" E, with the south line of the said Stonebriar Creek addition, a distance of 19.95 feet to a found ½ inch iron rod for an angle point;

THENCE, N 88°52'25" E, continuing with the south line of the said Stonebriar Creek addition, a distance of 1224.35 feet to a found ½ inch iron rod for a corner, said point being the most southerly southeast corner of the said Stonebriar Creek addition;

THENCE, N 00°19'51" W, with the east line of said Stonebriar Creek addition, a distance of 594.27 feet to a found 5/8 inch iron rod for an angle point;

THENCE, N 00°16'31" W, continuing with the east line of said Stonebriar Creek addition, a distance of 350.17 feet to a point for a corner;

THENCE, N 89°46'59" E, with the south line of said Stonebriar Creek addition and the south line of a called 2.0 acre tract of land conveyed to Cheryl Zouzelka by deed recorded in County Clerk File No. 93-0023121, Deed Records of Collin County, Texas, a distance of 1,291.70 feet to a found 5/8 inch iron rod for an angle point at the southeast corner of the said Zouzelka tract and the southwest corner

of Tri J Addition, an addition to Collin County, Texas according to the map thereof recorded in Cabinet H, Page 70, Map Records of Collin County, Texas;

TEHNCE, S 89°54'39" E, with the south line of Tri J Addition, a distance of 235.53 feet to a point for an angle point, said point being the southeast corner of the said Tri J Addition and the southwest corner of a tract of land conveyed to Frank McDonnold by deed recorded in Volume 628, Page 346, Deed Records of Collin County, Texas;

THENCE, N 89°47'33" E, with the south line of the said McDonnold tract and the south line of a tract of land conveyed to Sandra Sue West by deed recorded in Volume 1511, Page 802, Deed Records of Collin County, Texas, a distance of 850.36 feet to a point for a corner, said point being the southeast corner of the said West tract;

THENCE, N 00°20'15" W, with the east line of said West tract, a distance of 256.40 feet to a point for a corner;

THENCE, N 89°59'50" E, a distance of 287.41 feet to the beginning of a tangent curve to the right with a central angle of 42°27'36", a radius of 300.00 feet, a chord bearing of S 68°46'22" E and a chord distance of 217.27 feet;

THENCE, Southeasterly, along said curve, an arc distance of 222.32 feet to the beginning of a reverse curve to the left with a central angle of 22°22'27", a radius of 376.84 feet, a chord bearing of S 58°43'48" E and a chord distance of 146.22 feet;

THENCE, Southeasterly, along said curve, an arc distance of 147.16 feet to the beginning of a compound curve to the left with a central angle of 11°58'39", a radius of 1,363.44 feet, a chord bearing of S 75°39'15" E and a chord distance of 284.50 feet;

THENCE, Southeasterly, along said curve, an arc distance of 285.02 feet to a point for a corner;

THENCE, S 00°00'34" E, a distance of 29.54 feet to a point for a corner;

THENCE, N 89°42'07" E, a distance of 274.20 feet to a point for a corner in the west line of Dallas North Tollway;

THENCE, S 00°39'10" E, with the west line of Dallas North Tollway, a distance of 478.02 feet to the Point of Beginning.

Exhibit "A"
3.1 Acre Tract

BEING PART OF LOT 1, BLOCK A OF DMc, A PLATTED ADDITION TO THE CITY OF FRISCO AS RECORDED IN CABINET P ON SLIDE 843, PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING THAT TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 149 IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK A OF DMc, AND SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK A OF TOWN CENTER, A PLATTED ADDITION TO THE CITY OF FRISCO AS RECORDED IN CABINET S ON SLIDE 9671 PLAT RECORDS OF COLLIN COUNTY, TEXAS AND ALSO SAID CORNER LIES ON THE COMMON NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD, A PLATTED ADDITION TO THE CITY OF FRISCO AS RECORDED IN CABINET S ON PAGE 3982 PLAT RECORDS OF COLLIN COUNTY, TEXAS;

THENCE, NORTH 00°23'33" WEST A DISTANCE OF 431.25' ALONG THE COMMON WEST LINE OF SAID LOT 1, BLOCK A OF DMc WITH THE EAST LINE OF LOT 4, BLOCK A OF TOWN CENTER AND CONTINUING ALONG WITH THE EAST LINE OF A TRACT LINE CONVEYED TO SANDRA SUE WEST AS RECORDED IN VOLUME 1511 ON PAGE 802, DEED RECORDS OF COLLIN COUNTY, TEXAS TO A FOUND IRON ROD FOR CORNER;

THENCE, NORTH 89°59'50" EAST A DISTANCE OF 287.10 TO A POINT FOR CORNER, SAID CORNER BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 12.60' ALOND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°24'21", SAID CURVE HAVING A RADIUS OF 300.00' AND A LONG CHORD LENGTH OF 12.60' WHICH BEARS SOUTH 88°47'59" EAST TO A POINT FOR CORNER;

THENCE, SOUTH 00°20'15" EAST A DISTANCE OF 329.55' TO A POINT FOR CORNER, SAID CORNER BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 180.44' ALOND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°56'54", SAID CURVE HAVING A RADIUS OF 225.00' AND A LONG CHORD LENGTH OF 175.64' WHICH BEARS SOUTH 22°38'14" WEST TO A POINT FOR CORNER, SAID CORNER BEING IN THE COMMON SOUTH LINE OF LOT 4, BLOCK A OF TOWN CENTER WITH THE NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD;

THENCE, NORTH 59°26'28" WEST A DISTANCE OF 51.51' CONTINUING ALONG THE COMMON SOUTH LINE OF LOT 4, BLOCK A OF TOWN CENTER WITH THE NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD TO A FOUND IRON ROD FOR CORNER;

THENCE, NORTH 66°53'43" WEST A DISTANCE OF 96.94' CONTINUING ALONG THE COMMON SOUTH LINE OF LOT 4, BLOCK A OF TOWN CENTER WITH THE NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD TO A FOUND IRON ROD FOR CORNER;

THENCE, SOUTH 84°53'06" WEST A DISTANCE OF 85.35' CONTINUING ALONG THE COMMON SOUTH LINE OF LOT 4, BLOCK A OF TOWN CENTER WITH THE NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD TO A FOUND IRON ROD FOR CORNER;

THENCE, NORTH 72°08'42" WEST A DISTANCE OF 13.18' CONTINUING ALONG THE COMMON SOUTH LINE OF LOT 4, BLOCK A OF TOWN CENTER WITH THE NORTH LINE OF LOT 1, BLOCK A OF BANKSTON FORD TO A FOUND IRON ROD FOR CORNER BACK TO THE PLACE OF BEGINNING AND CONTAINING 3.06 ACRES (133,383 SQ. FT.) OF LAND.

PREPARED BY:



VICTOR LISSIAK, JR.

RPLS NO. 3752

Exhibit "A-1"
Planned Development-31



Exhibit "B"
Development Standards

1.0 Tract A – Office-1
- 1.1 Permitted Uses – In accordance with the Office-1 Zoning District with the following additional use:
  - 1.1.1 Retail/Service, Incidental
- 1.2 Front Yard – Twenty (20) feet.
- 1.3 Side Yard – Ten (10) feet.
- 1.4 Rear Yard – Twenty (20) feet, however, no office building shall be constructed nearer than seventy-five (75) feet from the rear property line as shown on **Exhibit "A".**
- 1.5 Maximum Lot Coverage – Forty (40%) percent.

2.0 Tract B – Retail
- 2.1 Permitted Uses – In accordance with the Retail Zoning District, including all uses permitted in Tract A.
- 2.2 Front Yard – Twenty (20) feet.
- 2.3 Side Yard – Ten (10) feet.
- 2.4 Rear Yard – Twenty (20) feet, however, no building shall be constructed nearer than seventy-five (75) feet from the rear property line as shown on **Exhibit "A".**

3.0 Tracts C and D – Highway
- 3.1 Permitted Uses – In accordance with the Highway Zoning District with the following additional uses:
  - 3.1.1 All uses permitted in Tracts A and B.
  - 3.1.2 Automobile Sales/Leasing, New
- 3.2 Side Yard – Ten (10) feet
- 3.3 Rear Yard – Twenty-five (25) feet.

4.0 General Conditions
- 4.1 Building Height in relation to the Stonebriar Creek Subdivision
  - 4.1.1 Within seventy-five (75) feet as shown on **Exhibit "A"** – No buildings allowed.
  - 4.1.2 Within two hundred (200) feet as shown on **Exhibit "A"** – One Story, not to exceed twenty-two (22) feet in height.
  - 4.1.3 Within three hundred (300) feet, as shown on **Exhibit "A"** – Two Story, not to exceed thirty-two (32) feet in height.
  - 4.1.4 Beyond three hundred (300) feet, as shown on **Exhibit "A"** – Four Story, or forty-eight (48) feet in height. From this point, a building's height may increase one-foot (1') for every two (2') feet beyond the Stonebriar Creek Subdivision.
- 4.2 Buildings located within seventy-five (75) to two hundred (200) feet of the common property line of the Stonebriar Creek Subdivision must have a pitched roof.
- 4.3 No outdoor speakers allowed in conjunction with any automobile dealership.

AGENDA ITEM #51.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **12/5/2012**

Agenda Caption: **Public Hearing: Specific Use Permit Case SUP12-0020. A request for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± feet west of Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-103-Single Family. Neighborhood #22.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting a Specific Use Permit for an existing preschool program to comply with the Zoning Ordinance and to develop a private school academy for instructing Kindergarten through 5th Grade on the property.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 13, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated November, 14 2012.
- Staff report
- Location Map
- Exhibits
- Letters

Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 14, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 13, 2012

Public Hearing -
Specific Use Permit: St. Philips Episcopal Church, Block A, Lot 1 (SUP12-0020)
Owner(s): St. Philips Episcopal Church

Description:
A request for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± west of Dallas Parkway. Zoned Planned Development-103-Single Family. Neighborhood #22. RC

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:

1. A maximum of 187 children for the Licensed Child Care Center and a maximum of 120 students for the Private School.
2. Adherence to the traffic flow pattern outlined in the Traffic Management Plan.
3. Adherence to the architectural elements depicted with the Preliminary Façade Plan.

Final approval requires action by the City Council.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

November 13, 2012

Public Hearing -
Specific Use Permit: St. Philips Episcopal Church, Block A, Lot 1 (SUP12-0020)
Owner(s): St. Philips Episcopal Church

DESCRIPTION:

A request for a Specific Use Permit for a Licensed Child Care Center and a Private School on one lot on 9.8± acres on the north side of Stonebrook Parkway, 855± west of Dallas Parkway. Zoned Planned Development-103-Single Family. Neighborhood #22. RC

HISTORY:

Ordinance No. 07-10-53 – City Council approved an ordinance on October 2, 2007 repealing Ordinance No. 06-05-46 and establishing development criteria for 37.0± acres as Planned Development-103 for Single Family residential and the addition of a Church on Tract A-2B.

CASE OVERVIEW:

The Zoning Ordinance requires a Specific Use Permit (SUP) for Licensed Child Care Centers and for Private Schools within single family zoning. St. Philips Episcopal Church currently operates a preschool program for children ranging in age from 30 months to five (5) years old. The preschool program is located within the education building. The Church seeks to comply with the Zoning Ordinance by establishing a SUP for the preschool program and be licensed by the State for 187 students. The Zoning Ordinance defines a preschool program as a Licensed Child Care Center use requiring an SUP.

Additionally, the Church currently operates a private school academy serving Kindergarten and 1st Grade students. (Staff became aware that the Church was operating a private school during the pre-submission meeting on this request without zoning approval and a Certificate of Occupancy.) St. Philips Academy plans to expand its education program and construct a 21,040 square foot, one-story multipurpose building for the private school for the instruction of students ranging from Kindergarten through 5th Grade. The academy will be licensed by the State for 120 students.

The applicant contacted the surrounding Homeowners' Associations regarding the SUP requests. A meeting was held at St. Philips Episcopal Church on October 8, 2012 with no attendance from the community. Staff received one email from a nearby HOA with concerns over traffic impacts on Stonebrook Parkway; the comments were addressed by the Traffic Engineer (see attached email).

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Vacant	PD-104-Commercial-1	Office
East	Vacant	PD-112-Commercial-1	Retail
South	Single Family	PD-106-Single Family	Residential
West	Single Family	PD-103-Single Family	Residential

COMPATIBILITY CONSIDERATIONS:

When considering both Specific Use Permit applications, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the uses shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions are either addressed per this application or will be addressed during Site Plan review.

COMPREHENSIVE PLAN:

The Comprehensive Plan recommends that Licensed Child Care Centers and Private Schools should:

- Be located along major and minor thoroughfares, or as part of a mixed use development located on a collector street or higher;

  The uses are accessed off of Stonebrook Parkway, a major thoroughfare, and located within a church campus.

- Have direct access from a median opening;

  The Church has access to a median opening. A second median opening will be installed to the east of the existing median opening for a "clockwise" circulation pattern for the school uses.

There is sufficient stacking and vehicle circulation within the property. Traffic Engineering has reviewed and approved a Traffic Circulation/Management Plan.

- Be compatible in architectural character with surrounding residential uses or other used noted;

  The proposed private academy building will be a one-story concrete and brick structure with an elevated clear-story volume to match the character, materials, and composition of the church facility. The preschool program is housed in the education building on campus.

- Provide screening of parking areas with landscaping or berms;

  The new parking areas are internal to the site and do not require screening.

- Not be located at residential subdivision entrances;

  The property is not located at the entrance of a residential neighborhood.

- Provide an outdoor play space at a rate of sixty-five (65) square feet per child and have no dimension less than thirty (30) feet;

  The Child Care Center and Private School provide fenced outdoor play space areas totaling 23,400 square feet which exceed the minimum requirement of 19,955 SF required for 307 children.

SUMMARY:

Staff is in support of the SUP requests for the Licensed Child Care Center and a Private School as the uses are compatible to the church and the adjacent residential neighborhoods.

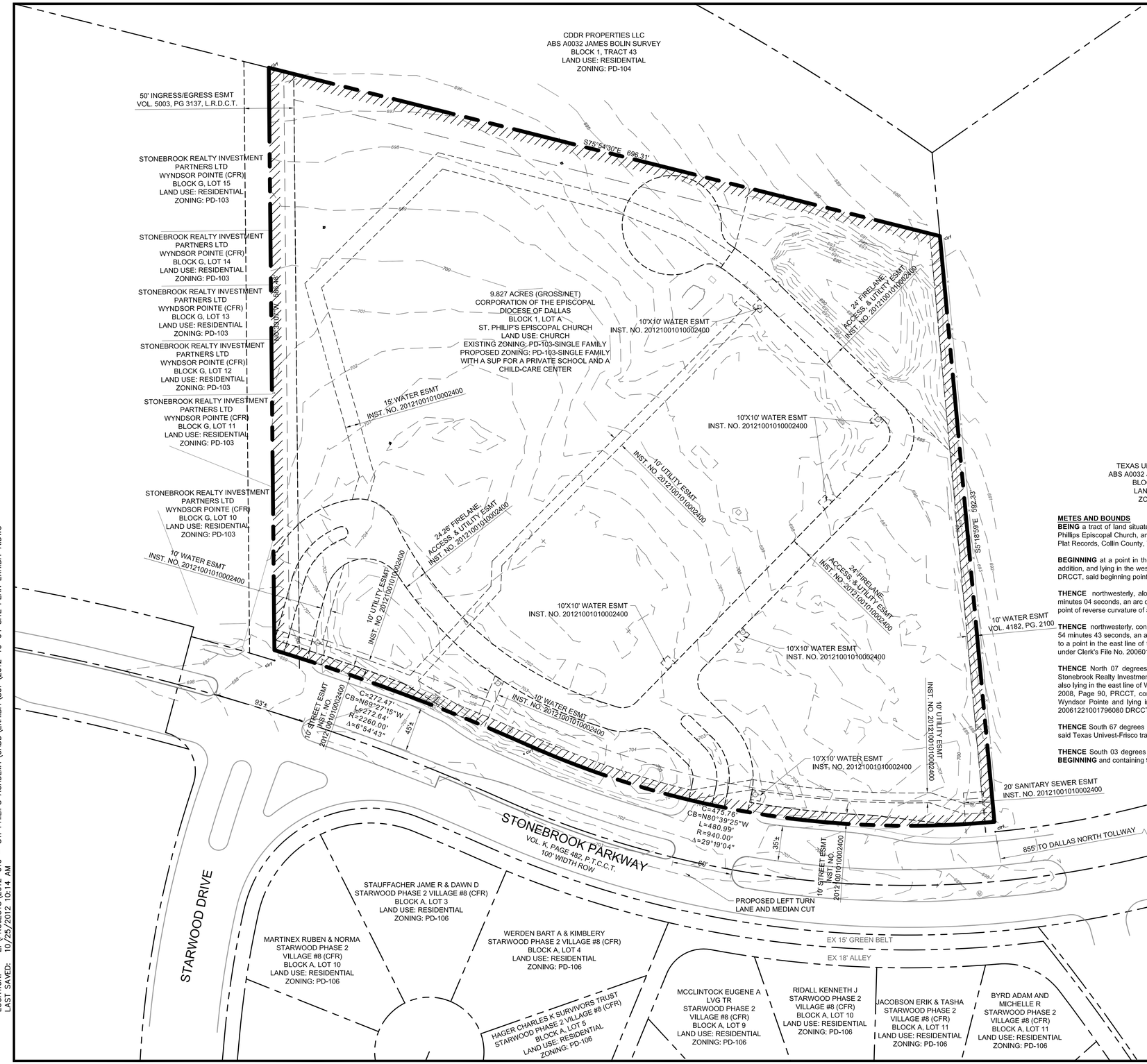
RECOMMENDATION:

Recommended for approval subject to:

1. A maximum of 187 children for the Licensed Child Care Center and a maximum of 120 students for the Private School.
2. Adherence to the traffic flow pattern outlined in the Traffic Management Plan.
3. Adherence to the architectural elements depicted with the Preliminary Façade Plan.

SUP12-0020
St. Philips Episcopal Church
Block A, Lot 1

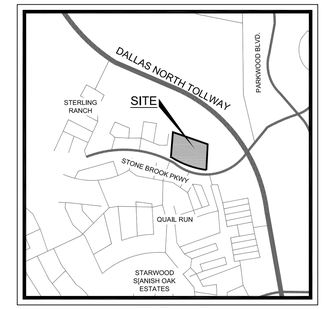




GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.



VICINITY MAP

FLOOPLAIN NOTE

ACCORDING TO MAP NO. 48085C0240J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (SHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

SITE DATA TABLE	
GROSS SITE ACREAGE	9.827 AC
NET SITE ACREAGE	9.827 AC

METES AND BOUNDS

BEING a tract of land situated in the James Bolin Survey, Abstract 32, City of Frisco, Collin County, Texas, and being all of Block A, Lot 1 of St. Phillips Episcopal Church, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2012, Page 355, Plat Records, Collin County, Texas (PRCCT), and being more particularly described as follows:

BEGINNING at a point in the north line of Stonebrook Parkway (110' right-of-way), at the southeast corner of said St. Phillips Episcopal Church addition, and lying in the west line of a tract of land as described in deed to Texas Univest-Frisco, LTD recorded under Clerk's File No. 93-0051249 DRCCT, said beginning point also lying in a circular curve to the right having a radius of 940.00 feet;

THENCE northwesterly, along the north line of said Stonebrook Parkway and said curve to the right, through a central angle of 29 degrees 19 minutes 04 seconds, an arc distance of 480.99 feet and having a chord which bears North 72 degrees 18 minutes 08 seconds West, 475.76 feet to a point of reverse curvature of a circular curve to the left having a radius of 2260.00 feet;

THENCE northwesterly, continuing along the north line of said Stonebrook Parkway and said curve to the left, through a central angle of 06 degrees 54 minutes 43 seconds, an arc distance of 272.64 feet and having a chord which bears North 61 degrees 05 minutes 58 seconds West, 272.47 feet to a point in the east line of the remainder portion of a tract of land as described in deed to Stonebrook Realty Investment Partners, LTD recorded under Clerk's File No. 20060126000107600 DRCCT;

THENCE North 07 degrees 48 minutes 10 seconds East, departing the north line of said Stonebrook Parkway, along the east line of said Stonebrook Realty Investment Partners tract, at 111.88 feet passing the north corner of said Stonebrook Realty Investment Partners tract, said point also lying in the east line of Wyndsor Pointe, an Addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in Volume 2008, Page 90, PRCCT, continuing along the east line of said Wyndsor Pointe, in all a distance of 586.48 feet to the northeast corner of said Wyndsor Pointe and lying in the south line of a tract of land as described in deed to Harvest Fund V, L.P. recorded under Clerk's File No. 20061221001796080 DRCCT;

THENCE South 67 degrees 33 minutes 13 seconds East, along the south line of said Harvest Fund V tract, 696.32 feet to the northwest corner of said Texas Univest-Frisco tract;

THENCE South 03 degrees 02 minutes 24 seconds West, along the west line of said Texas Univest-Frisco tract, 592.33 feet to the **POINT OF BEGINNING** and containing 9.827 acres of land.

EXHIBIT A: SUP12-0020

OWNER:
ST. PHILIP'S EPISCOPAL CHURCH
6400 STONEBROOK PARKWAY
FRISCO, TX 75034
PH: 214.826.8310

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1105 CHEEK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034
PH: 817.281.0572

SURVEYOR:
SPARR SURVEYS
2553 C.R. 722
MCKINNEY, TX 75069
PH: 214.544.2297

LEGAL DESCRIPTION:
9.827 AC
LOT 1, BLOCK A
ST. PHILIP'S EPISCOPAL CHURCH

CITY:	STATE:	
FRISCO	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	JAMES BOLIN SURVEY	32

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1105 CHEEK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 11/6/2012

ST. PHILIPS EPISCOPAL CHURCH
6400 STONEBROOK PKWY
FRISCO, TX 75034

No.	DATE	REVISION	BY

EXHIBIT A: SUP12-0020

DESIGN: CLC
DRAWN: CLC
CHECKED: MAM
DATE: 11/06/12

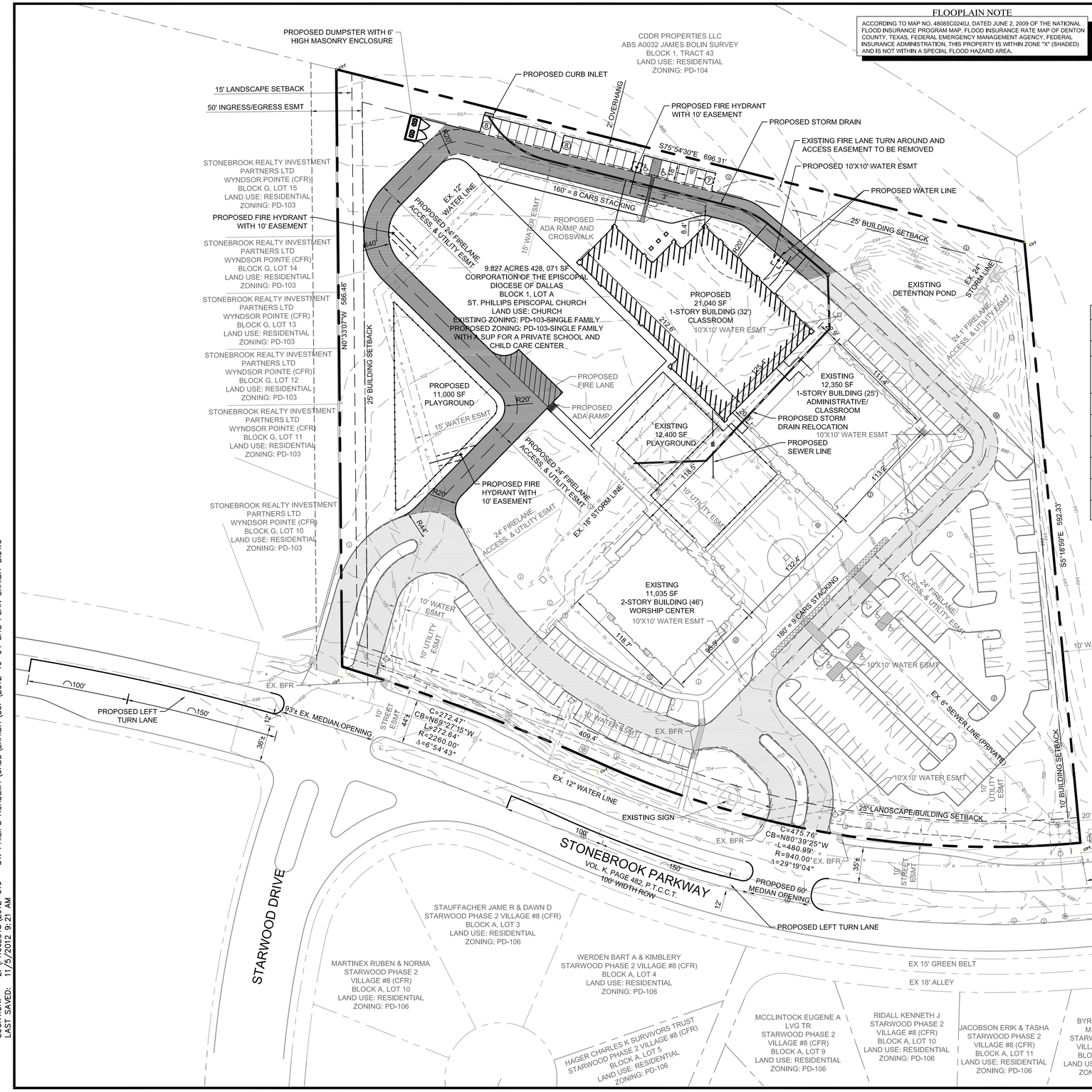
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File No. 2012-019

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PLOT DATE: 11/5/2012 9:32 AM
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LAST SAVED: 10/25/2012 10:14 AM

Packet Page -1085-

AGENDA ITEM #51.



FLOOPLAIN NOTE

ACCORDING TO MAP NO. 48085C0240J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (SHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

LEGEND	
50	EX. STORM LINE
SS	EX. SEWER LINE
W	EX. WATER LINE
	EX. FIRE HYDRANT
SS	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN
	EXISTING FIRE LANE, ACCESS, AND UTILITY EASEMENT
	PROPOSED FIRE LANE, ACCESS, AND UTILITY EASEMENT

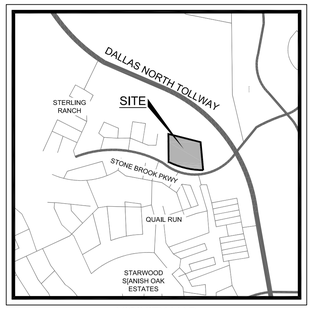
SITE PLAN NOTES:

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF 5,000 SQUARE FEET OR GREATER ON A LOT SHALL BE SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
6. NO TREES WILL BE REMOVED FOR THIS ADDITION.

GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.



VICINITY MAP
SCALE 1:1500

SITE DATA TABLE		
	EXISTING	PROPOSED
LOT AREA	9.827 ACRES, 428071 SF	
ZONING	PD-103-SINGLE FAMILY	PD-103-SINGLE FAMILY WITH A SUP FOR A PRIVATE SCHOOL AND CHILD CARE CENTER
USE	CHURCH	CHURCH/PRIVATE SCHOOL
BUILDING AREA	23,385 SF	21,040 SF
MAX BUILDING HEIGHT	46'	32'
LOT COVERAGE	5.5%	10.4%
FLOOR AREA RATIO	1:18.18	1:9.62
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	139,838± SF	202,760±

NOTE:
1. TEMPORARY CLASSROOM BUILDINGS WILL BE REMOVED WHEN PROJECT IS COMPLETE.

STUDENT DATA TABLE	
PRESCHOOL CLASS COUNT	187 STUDENTS
ACADEMY CLASS COUNT	120 STUDENTS
TOTAL CLASS COUNT	307 STUDENTS
PARKING TABLE	
CHURCH 1 SPACE PER 100 SF GFA	110 SPACES (5 ADA)
PRE-SCHOOL/DAY CARE 1 SPACE PER 8 CHILDREN(187) + 1 SPACE PER EACH EMPLOYEE(27)	50 SPACES (3 ADA)
PRIVATE SCHOOL 1 SPACE PER 17 STUDENTS	7 SPACES (1 ADA)
TOTAL PARKING REQUIRED	**167 SPACES (8 ADA)**
EXISTING PARKING PROVIDED	180 SPACES (6 ADA)
PROPOSED IMPROVEMENTS PARKING REQUIREMENTS	
PROPOSED PARKING SPACES	23 SPACES (2 ADA)
TOTAL PARKING PROVIDED	**203 SPACES (8 ADA)**
STACKING PROVIDED	
PRESCHOOL STACKING (1 PER 20 STUDENTS = 9)	9 SPACES
ACADEMY STACKING (1 PER 20 STUDENTS = 6)	8 SPACES

NOTE:
1. STACKING FOR PRESCHOOL WILL TAKE PLACE SOUTH EAST OF THE EXISTING ADMINSTATIVE/CLASSROOM BUILDING. STACKING FOR THE ACADEMY IS PROVIDED NORTHWEST OF THE PROPOSED ACADEMY.
2. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

OPEN SPACE/WATER RESOURCE/PLAY SPACE TABLE		
	REQUIRED (% AND SF)	PROVIDED (% AND SF)
WATER RESOURCE ZONE** (3,900 SF PARKING)	5%(PARKING AREA) - 195 SF	8.9% - 348 SF
OPEN SPACE (428,071 SF SITE)	7%(NET SITE) - 29,965 SF	8.4% - 36,036 SF
PLAY SPACE AREA (65 SF/CHILD)	19,955 SF	23,400 SF

**WATER RESOURCE AREA ONLY PROVIDED FOR PROPOSED PARKING AREA

EXHIBIT B: SUP12-0020

OWNER:
ST. PHILLIPS EPISCOPAL CHURCH
6400 STONEBROOK PARKWAY
FRISCO, TX 75034
PH: 214.826.8310

APPLICANT:
CLAYMOORE ENGINEERING, INC.
1105 CHEEK SPARGER RD, SUITE #1
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PH: 817.281.0572

SURVEYOR:
SPARR SURVEYS
2553 C.R. 722
MCKINNEY, TX 75069
PH: 214.544.2297

LEGAL DESCRIPTION:
9.827 AC
LOT 1, BLOCK A
ST. PHILLIPS EPISCOPAL CHURCH

CITY:	STATE:	
FRISCO	TEXAS	
COUNTY	SURVEY:	ABSTRACT NO.
COLLIN	JAMES BOLIN SURVEY	32

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1105 CHEEK SPARGER RD, SUITE #1
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PHONE: 817.281.0572
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PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: MATT MOORE
P.E. No. 95813 Date 10/12/2012

ST. PHILIPS EPISCOPAL CHURCH
6400 STONEBROOK PKWY
FRISCO, TX 75034

No.	DATE	REVISION	BY

SITE PLAN
EXHIBIT B: SUP12-0020

DESIGN:	CLC
DRAWN:	CLC
CHECKED:	MAM
DATE:	10/12/12

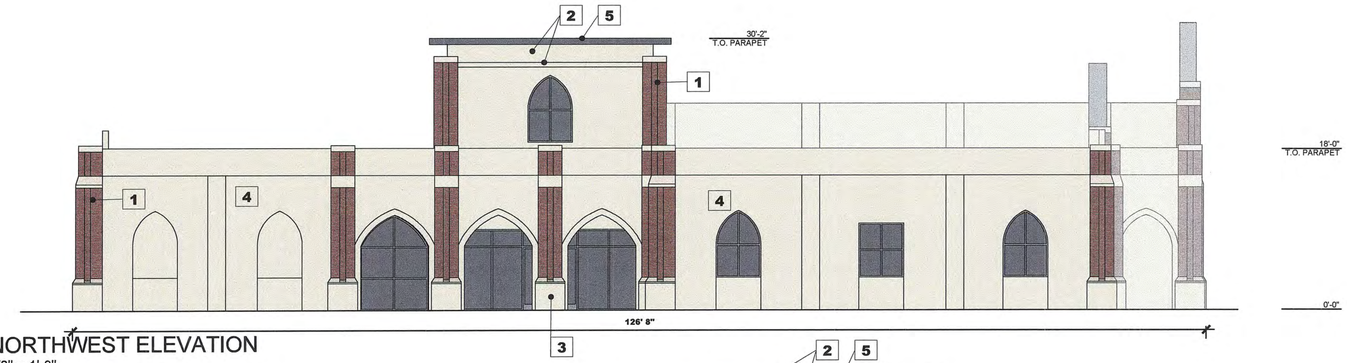
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File No. 2012-019

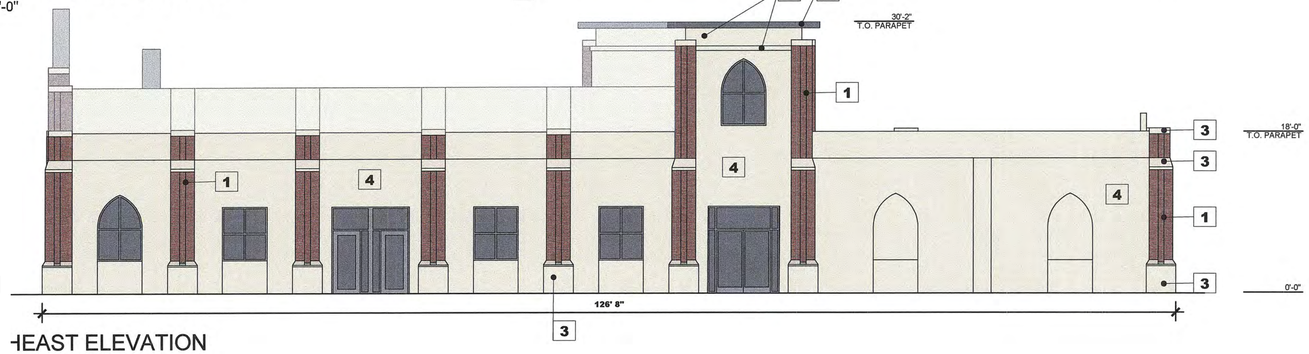
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AGENDA ITEM #51.

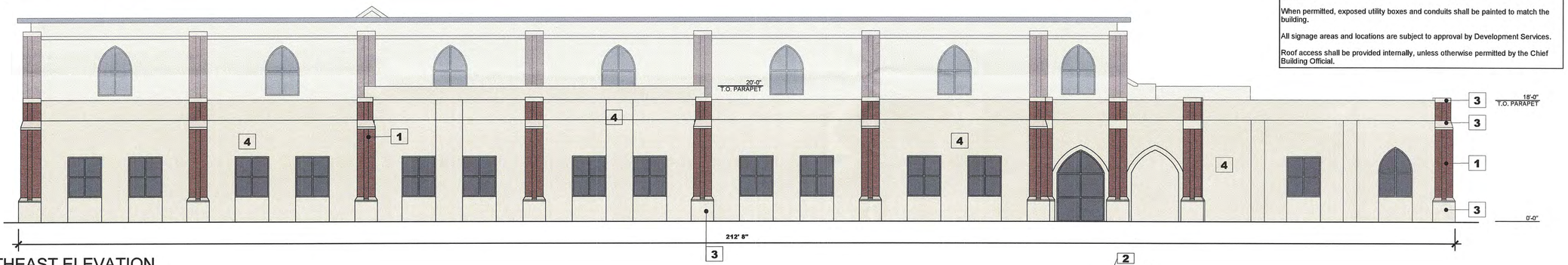
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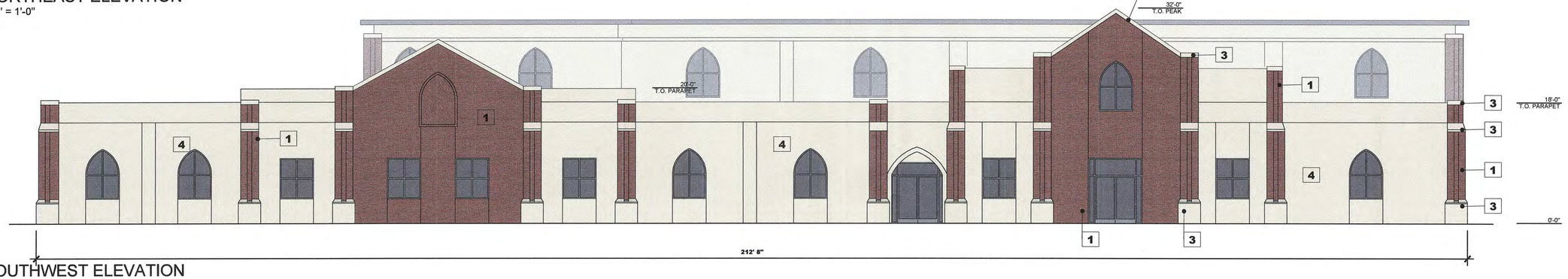
NORTHWEST ELEVATION
1/8" = 1'-0"



S HEAST ELEVATION
1/



NORTHEAST ELEVATION
1/8" = 1'-0"

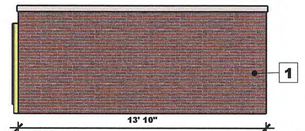


SOUTHWEST ELEVATION
1/8" = 1'-0"

MATERIALS
1. Brick - ACME - Tulsa Red
2. EIFS - Sto Corp. - Pillar 473A
3. Cast Stone - Arriscraft - Cream
4. Concrete Tilt Wall - Color to match EIFS
5. Metal Coping - Dark Bronze

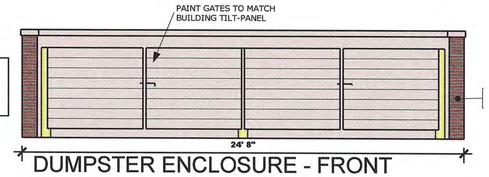
MATERIAL TABULATION CHART

	Northwest	Southeast	Northeast	Southwest
Total Facade S.F.	2,902 S.F.	2,458 S.F.	5,802 S.F.	4,304 S.F.
Glazing	325 S.F. (11%)	294 S.F. (12%)	846 S.F. (15%)	467 S.F. (11%)
Brick	269 S.F. (9%)	318 S.F. (13%)	533 S.F. (9%)	475 S.F. (11%)
Cast Stone	108 S.F. (4%)	137 S.F. (6%)	189 S.F. (3%)	207 S.F. (5%)
EIFS	73 S.F. (3%)	41 S.F. (2%)	490 S.F. (8%)	13 S.F. (1%)
Tilt Panel	2,127 S.F. (73%)	1668 S.F. (68%)	3,744 S.F. (65%)	3,142 S.F. (73%)

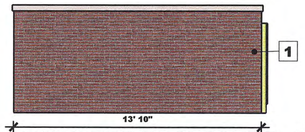


DUMPSTER ENCLOSURE - RIGHT
1/4" = 1'-0"

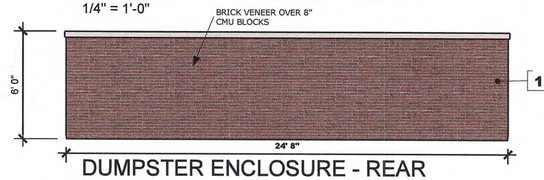
NOTE:
Minimum interior dumpster enclosure dimensions to be 13'x23'.



DUMPSTER ENCLOSURE - FRONT
1/4" = 1'-0"



DUMPSTER ENCLOSURE - LEFT
1/4" = 1'-0"



DUMPSTER ENCLOSURE - REAR
1/4" = 1'-0"

NOTE:

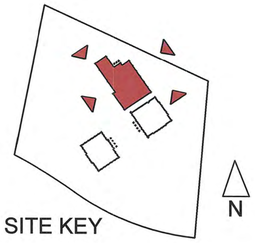
This facade plan is for conceptual purposes only. All building plans require review and approval by Development Services

All mechanical units shall be screened from public view as required by the Zoning Ordinance.

When permitted, exposed utility boxes and conduits shall be painted to match the building.

All signage areas and locations are subject to approval by Development Services.

Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.



SITE KEY

PROJECT INFORMATION:

Project Number:
SUP12-0020

Legal Description:
9.827 AC
LOT 1, BLOCK A
St. Philip's Episcopal Church

Building Overall Dimensions:
212'-8" x 126'-8"

Applicant:
ClayMoore Engineering
1105 Cheek Sparger Rd., Suite #1
Colleyville, TX 76034
817.281.0572

Architect:
Heights Venture Architects, LLP
5717 Legacy Drive, Suite 240
Plano, TX 75024
972.490.7292

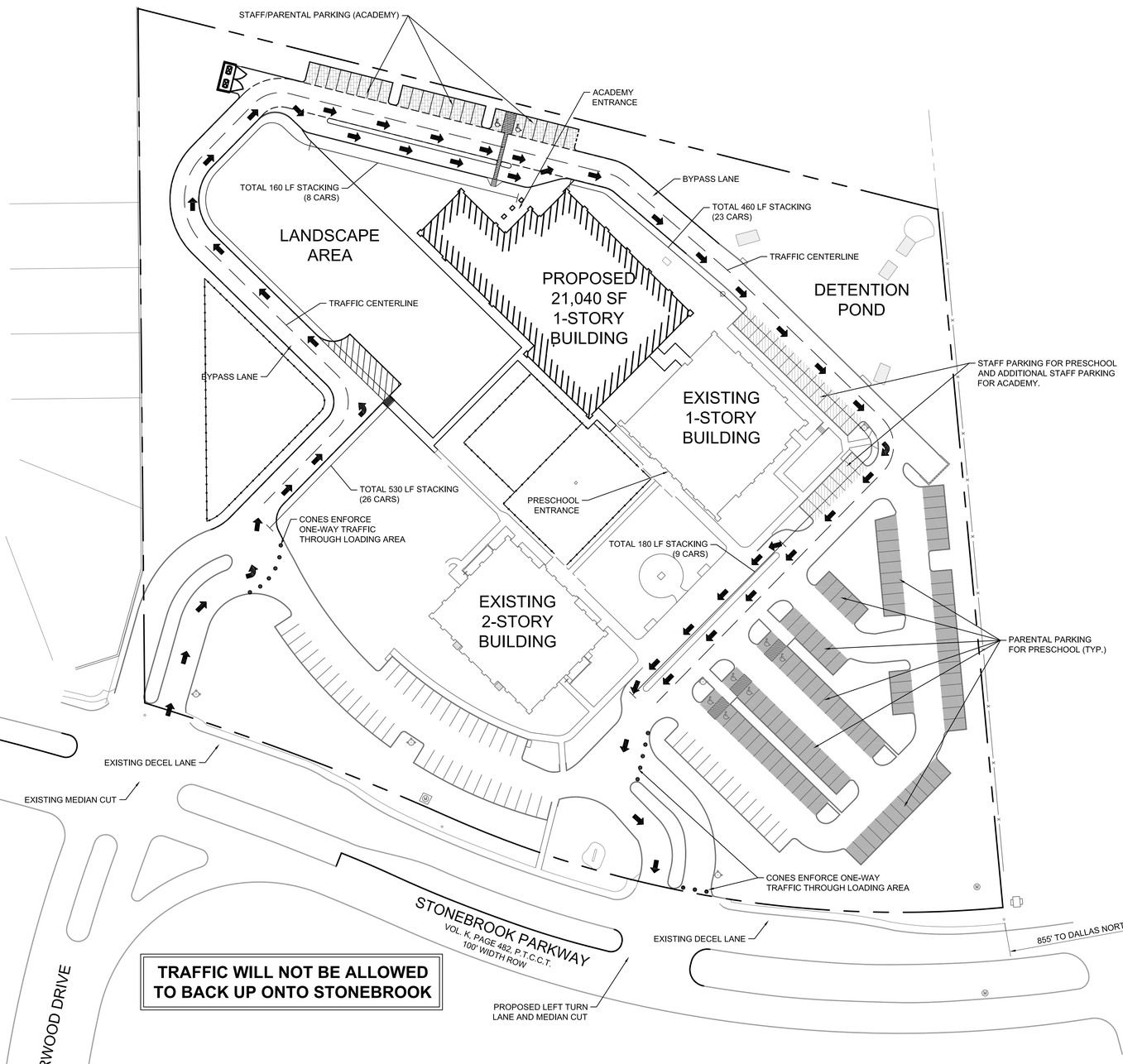
Owner:
St. Philip's Episcopal Parish
6400 Stonebrook Parkway
Frisco, Texas 75034
214.387.4700

SUP12-0020
APPROVED
NOV 07 2012
CITY OF FRISCO
DEVELOPMENT SERVICES

HEIGHTS VENTURE ARCHITECTS, L.L.P.

ST PHILIP'S - EPISCOPAL PARISH
NEW MULTI-PURPOSE BUILDING
FRISCO, TEXAS

10-29-2012
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
ROBERT R. HOLTON #14938



GRAPHIC SCALE

50 0 25 50 100

1 inch = 50 ft.

SITE DATA TABLE		
PRESCHOOL CLASS COUNT	187 STUDENTS	
ACADEMY CLASS COUNT	120 STUDENTS	
TOTAL CLASS COUNT	307 STUDENTS	
ARRIVAL DEPARTURE INFORMATION	AM (ARRIVAL)	PM (DEPARTURE)
ACADEMY	8:15 AM	2:45 PM
PRESCHOOL	8:30 AM	2:30 PM

DROP-OFF/PICK-UP TIMES MAY VARY IN RESPONSE TO CONDITIONS. MINIMUM 2 PICK-UP TIME PERIODS

PARKING TABLE	
CHURCH 1 SPACE PER 100 SF GFA	110 SPACES (5 ADA)
PRE-SCHOOL/DAY CARE 1 SPACE PER 8 CHILDREN(187) + 1 SPACE PER EACH EMPLOYEE(27)	50 SPACES (2 ADA)
PRIVATE SCHOOL 1 SPACE PER 17 STUDENTS	7 SPACES (1 ADA)
TOTAL PARKING REQUIRED	**168 SPACES (8 ADA)**
EXISTING PARKING PROVIDED	180 SPACES (6 ADA)
PROPOSED IMPROVEMENTS PARKING REQUIREMENTS	
PROPOSED PARKING SPACES	23 SPACES (2 ADA)
TOTAL PARKING PROVIDED	**203 SPACES (8 ADA)**
STACKING PROVIDED	
PRESCHOOL STACKING (1 PER 20 STUDENTS = 9)	9 SPACES
ACADEMY STACKING (1 PER 20 STUDENTS = 6)	8 SPACES

NOTES

1. STACKING FOR PRESCHOOL WILL TAKE PLACE SOUTH EAST OF THE EXISTING ADMINISTATIVE/CLASSROOM BUILDING. STACKING FOR THE ACADEMY IS PROVIDED NORTHWEST OF THE PROPOSED ACADEMY.
2. PRE-SCHOOL PARENTS ARE REQUIRED TO TAKE CHILDREN INSIDE AND SIGN THEM IN.

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1101 CHERK SPARGER RD, SUITE #1
COLLEYVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer MATT MOORE
P.E. No. 95813 Date 11/6/2012

ST. PHILIPS
FRISCO, TX

No.	DATE	REVISION	BY

TRAFFIC MANAGEMENT PLAN
SUP12-0020

DESIGN:	CLC
DRAWN:	CLC
CHECKED:	MAN
DATE:	11/6/2012

SHEET
C-4

File No.

PLOTTED BY: CLAY
PLOT DATE: 11/5/2012 9:18 AM
LOCATION: Z:\PROJECTS\2012-019 - ST. PHILIPS ACADEMY\CADD\EXHIBIT\SUP\2012-10-04 TRAFFIC MANAGEMENT PLAN.DWG
LAST SAVED: 11/5/2012 9:18 AM

Packet Page -1087-
AGENDA ITEM #51.

matt@claymooreeng.com

From: Terri Porier <tporier@lonestarmanagement.com>
Sent: Thursday, September 20, 2012 9:37 AM
To: matt@claymooreeng.com
Subject: RE: St. Philip's Upcoming Project

I will send this to the Bella Casa Homeowners.

Thanks for letting us know.

Terri Porier, CMCA®
Associate Director of Community Management

Lone Star
association management

Lone Star Association Management, Inc
2500 Legacy Drive, Suite 220
Frisco, Texas 75034
Phone: 469-384-2088 Ext. 105
Fax: 469-384-4653
Email: tporier@lonestarmanagement.com

CONFIDENTIALITY STATEMENT: *This e-mail message (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. It is confidential and may be legally privileged. The message and attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited and may be a violation of law. If you are not the intended recipient or a person responsible for delivering this message to an intended recipient, please contact the sender by reply email and destroy all copies of the original message immediately.*

You may now view your account online as well as make a payment via credit card or e-check. Visit www.lonestarmanagement.com to register. Your account number and a valid email address are required to use this service.

From: matt@claymooreeng.com [mailto:matt@claymooreeng.com]
Sent: Thursday, September 20, 2012 9:36 AM
To: cindyasche@me.com; dbarta@cmamanagement.com; dbsneed@earthlink.net; Terri Porier
Cc: construction@stphilipsfrisco.org; Robert Holton A.I.A.
Subject: St. Philip's Upcoming Project

All –

St. Philip's Episcopal Church along Stonebrook Parkway is in the early stages of design for a multi-purpose building at their current location. The building will house additional private school classes along with other uses associated with the Church. We are looking to submit our Specific Use Permit application to the City of Frisco in October 2012. Prior to making that submittal, we would like to invite residents of the neighboring residential areas to learn more about our project in an informal meeting at the church.

We would like to host this meeting on Monday, October 8th at 6pm. The meeting will be held in the Study on the existing campus.

Would you be able to inform your constituents about this upcoming meeting? Please let me know if there is any additional information that is needed from us in advance of this meeting.

Thanks again for your time.

Matt

Matt Moore, PE (TX, OK)
Claymoore Engineering, Inc.
1105 Cheek Sparger Rd.
Suite #1
Colleyville, Texas 76034
P – 817-281-0572
Cell – 817-201-6982
matt@claymooreeng.com

Ross Culbertson

From: Ross Culbertson
Sent: Tuesday, November 06, 2012 5:01 PM
To: 'rmarin2006@sbcglobal.net'
Cc: Joel Fitts; John Webb
Subject: FW: SUP 12-0020 St. Phillips

Mr. Marin,

Below is a response from Joel Fitts, Sr. Traffic Engineer, regarding your traffic concerns on Stonebrook Parkway.

We appreciate your thorough assessment of conditions on Stonebrook and sharing the concerns from your residents. I think the latter part of the statement below indicates that future right-turn lanes will be provided for east bound traffic on Stonebook at Dallas Parkway. You are welcome to contact Joel directly should you have other comments or concerns. Regarding the SUP for St. Philips, I will add your comments to the staff report noting that the Traffic Engineer submitted a return response. You are welcome to come to the SUP public hearing on 11/13 to hear other specifics on this project if you desire.

Thanks,

Ross Culbertson

City of Frisco - Planner
Development Services
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034 (972) 292-5353
www.friscotexas.gov

From: Joel Fitts
Sent: Tuesday, November 06, 2012 4:48 PM
To: Ross Culbertson
Subject: RE: SUP 12-0020 St. Phillips

Ross,

My response to the HOA request you received:

As shown on the City's various master plans, Stonebrook Parkway has always been planned as a major thoroughfare across the entire City, including the segment adjacent to Starwood and Bella Casa. As such, it has always been intended that Stonebrook Parkway would carry a significant amount of traffic (similar to the other major thoroughfares through the City, such as Lebanon Road and Main Street, etc.). Stonebrook Parkway has been designed and built as a four-lane divided roadway in order to carry large amounts of traffic in the near future, and has space to be widened to six lanes in the distant future should traffic volumes warrant it.

The increase in traffic at St. Phillips Church is well within the bounds of the higher traffic levels that are expected to be on Stonebrook Parkway in the future.

As part of the Stonebrook Parkway Improvement Project that is currently under construction, the City is going to widen eastbound Stonebrook Parkway at Dallas Parkway to provide two left-turn lanes, three through lanes, and a right-turn

lane. This will dramatically increase the capacity of the intersection to handle the increased traffic that will occur once Stonebrook Parkway is connected across the railroad tracks.

Joel W. Fitts, P.E., PTOE
Senior Traffic Engineer
City of Frisco
6101 Frisco Square Boulevard, Third Floor
Frisco, Texas 75034
Direct: 972-292-5456
Fax: 972-292-5016
jfitts@friscotexas.gov

From: Ross Culbertson
Sent: Tuesday, November 06, 2012 11:36 AM
To: Joel Fitts
Subject: FW: SUP 12-0020 St. Phillips
Importance: High

Joel,

Can we visit this afternoon on addressing the final plans for St. Philips Church – Day Care, Private School. Is there a statement you can make in response to this question?

Ross

From: richard marin [mailto:rmarin2006@sbcglobal.net]
Sent: Tuesday, November 06, 2012 11:32 AM
To: Ross Culbertson
Cc: Bradley; dbsneed@earthlink.net; Christobal Sannicolas; Troy Olsen; terry porier
Subject: SUP 12-0020 St. Phillips

TO: Mr. Culbertson:
FROM: Richard Marin-President Bella Casa HOA

I am concerned about the increased daily traffic that will be created by this addition. I also understand there are plans to extend Stonebrook Parkway westward.

At the present time, rush hour traffic going east on Stonebrook backs up from the intersection at the Dallas Tollway, beyond Pisa Lane which is the north entrance to Bella Casa. We are already having a problem with drivers cutting through our community to avoid the light at this intersection. I would also like to add that Stonebrook is a "raceway" for drivers coming out of The Starwood Community in the mornings. This will be a real hazard for children in the area.

If it is not already planned, I propose that a ***"Right Turn Lane"*** be created at the corner of Stonebrrook and the Tollway. This will alleviate both the current problem and the future problem with increased traffic in the area. We have many children in Bella Casa and we do not need inpatient drivers speeding through our community with reckless disregard.
Thank you
Richard Marin
President Bella Casa HOA

AGENDA ITEM #52.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Suzanne Morgan, AICP, Planner**

Date: **11/29/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0023. A request to rezone 17.1± acres from Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to Planned Development-Single Family-7 on the southwest corner of Diamond Point Lane and Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial. Neighborhood #41.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant requests to amend Planned Development-40 (PD-40), which contains approximately 203 acres of land zoned for a variety of commercial and industrial uses. The amendment will remove approximately 17.1 acres from PD-40 and zone it Planned Development-Single Family-7 (PD-SF-7) for the development of 52 residential lots. A separate zoning application (Z12-0019 Grand Park Canal District) has been submitted for the property north of Diamond Point Lane; it is currently pending action by the City Council.

On September 11, 2012, the Planning & Zoning Commission voted 4-1 to approve a zoning request (Z12-0016) to rezone this property from PD-40 to Single Family-7. Commissioner Woodard was opposed to the request due to the small size of the development and lack of amenities.

On October 2, 2012, the City Council denied the zoning request by a vote of 3-2 with Councilmen Allen, Cheney, and Keating voting to deny (Nelson was absent). Discussion at the City Council meeting focused on the lack of open space and whether this property would be best suited for residential or nonresidential development in relation to Legacy Drive, the proposed Grand Park and other adjacent developments.

After meeting with members of the City Council and staff, the applicant submitted a new zoning change application for this property on October 15, 2012. This proposal includes a lot that has been converted from a residential lot into an open space lot with a low wall, benches and trees along the front of the lot, open steel fencing along the sides of the lot, and evergreen trees along the rear of the lot. At the November 27, 2012 Planning & Zoning Commission meeting, the applicant stated that the open space lot was placed at the terminus of Argyle Lane at the request of Councilman Cheney; therefore, it is one lot removed from the detention pond.

At the November 27, 2012 Planning & Zoning Commission meeting, the applicant indicated that the developer had allocated $100,000 towards burying electric lines along Legacy Drive. The applicant noted that CoServ has not approved that relocation, and due to deregulation the City cannot place conditions to require that this occur.

Park Place Estates is a single family subdivision, west of this tract. The subdivision is relatively new and homes are under construction. Therefore, the HOA is managed by the developer, Shaddock Development. Peter Shaddock met with K. Hovnanian's representative, who is the applicant for this case, and noted his support.

Prior to the September 11th Planning & Zoning Commission meeting, the applicant held a meeting for the adjacent homeowners at which four were in attendance. Three of the four homeowners expressed their support of the zoning change; it should be noted that one of those homeowners works for K. Hovnanian. The applicant did not conduct another meeting for this current zoning case.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its November 27, 2012 meeting and voted 4-1 to recommend approval of the request as outlined in the Outcome Memo. Commissioner Woodard was opposed to the request due to the small amount of useable open space; Commissioner Russell was absent.

Two citizens spoke in opposition of the request, one of whom was Mr. Anderson, a resident of Park Place Estates, whose lot backs directly to this site. Mr. Anderson

was present at the neighborhood meeting conducted by the applicant and attended the September 11, 2012 Planning & Zoning Commission meeting at which he brought a petition against the previous zoning request which is signed by 43 individuals. A copy of email dated 12-6-2012 from Derrick Anderson, the petition and a response letter from K. Hovnanian Homes are attached.

Per State Law, if a zoning change is protested by the owners of 20% of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, an affirmative vote of at least three-fourths of all members of the City Council is required to approve the request. The properties of two of the property owners who signed the petition are wholly within 200 feet of the subject request. The properties of three of the property owners are immediately adjacent to the 200-foot notification area. The properties covered by the petitioners within 200 feet of the request represent 2.96% of the subject area; therefore, a three-fourths (super-majority) vote is not required to approve the request.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated September 12, 2012.
- Staff report.
- Locator Map.
- Exhibits.
- Trip Generation Calculations.
- Shaddock Development Letter.
- Public Comment.
- Petition
- Petition map
- K. Hovnanian Homes Response

Staff Recommendation: Recommended for approval as submitted.

FRISCO

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 27, 2012

Public Hearing - Zoning: Diamond Point Estates (Z12-0023)
Owner(s): Grand Seville, LP

Description:
A request to rezone 17.1± acres from Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to Planned Development-Single Family-7 on the southwest corner of Diamond Point Lane and Legacy Drive. Zoned Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial. Neighborhood #41. SM

Result/Action:

Approved: 4-1 (Woodard opposed, Russell absent)
Denied:
Tabled:
Commissioner Woodard was opposed due to the small amount of usable open space.

Final approval requires action by the City Council.

ACTION:

The applicant's request to amend Planned Development-40 to rezone 17.1± acres to Planned Development-Single Family-7 was recommended for approval with the following development standards:

Exhibit "B"
Development Standards

The following development standards apply to the 17.1± acre property:

A. Development Standards
The property shall comply with Single Family-7 development standards in accordance with the Zoning Ordinance No. 11-04-09 or as amended.

B. Open Space

An open space lot containing 0.2± acres shall be dedicated at the terminus of Argyle Lane, shown as Block B, Lot 8 on Exhibit B: Subdivision Lot Layout. The open space shall be in conformance with the Open Space Exhibit, and include, at minimum, the following:

1. A masonry wall located near the front property line to include:
    i. A height of 32-inches to 36-inches
    ii. Leuders Block or similar material
    iii. A capstone top
    iv. A pedestrian opening
    v. Columns at each end of the wall and at the corners of the wall as shown on Exhibit C.
2. A walking path and four benches on the inside of the masonry wall.
3. Four large trees to shade the benches.
4. Evergreen vegetation 6- to 8-feet in height adjacent to the rear property line to create a solid living screen.
5. A six-foot tall ornamental metal fence on the side property lines between the end of the wall and the rear property line.

C. Detention Pond

The detention pond shown as Block B, Lot 10 on the Lot Layout Exhibit shall be in conformance with the Open Space Exhibit and include, at minimum, the following:

1. Two trees along the front property line.
2. Trees along on the sides and rear of the pond as shown on the exhibit.
3. Four benches within the front yard setback.
4. Native vegetation and wildflowers planted within the detention pond.

D. Ownership and Maintenance

The Homeowners' Association shall own and maintain the lots designated for open space and detention.

E. Approval and Completion of Improvements

1. The improvements shall be approved by City staff prior to construction.
2. Improvements shall be installed prior to final acceptance of the subdivision.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

November 27, 2012

Public Hearing - Zoning: Diamond Point Estates (Z12-0023)
Owner(s): Grand Seville, LP

DESCRIPTION:

A request to rezone 17.1± acres from Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial to Planned Development-Single Family-7 on the southwest corner of Diamond Point Lane and Legacy Drive. Zoned Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial. Neighborhood #41. SM

HISTORY:

On September 11, 2012, the Planning & Zoning Commission voted 4-1 to approve a zoning request (Z12-0016) to rezone this property from PD-40 to Single Family-7. Commissioner Woodard was opposed to the request due to the small size of the development and lack of amenities.

On October 2, 2012, the City Council denied the zoning request by a vote of 3-2 with Councilmen Allen, Cheney, and Keating voting to deny (Nelson was absent). Discussion at the City Council meeting focused on the lack of open space and whether this property would be best suited for residential or nonresidential development in relation to Grand Park and other adjacent developments.

On October 15, 2012, the applicant submitted another zoning change application for this property as described in the Case Overview section below

Call for Public Hearing – There are various property owners within Planned Development-40 which encompasses 203± acres. The Planning & Zoning Commission approved a Call for Public Hearing on March 27, 2012 for this property.

Ordinance No. 05-10-87 – Zoned the property Planned Development-40.

Ordinance No. 06-08-88 – Amended Planned Development-40 by removing approximately 51 acres and including it in Planned Development-199.

CASE OVERVIEW:

The applicant is requesting to amend Planned Development-40 (PD-40) zoned for a variety of commercial and industrial uses. The amendment will remove approximately 17.1 acres from PD-40 and zone it Planned Development-Single Family-7 (PD-SF-7).

In response to the discussion at the public hearings, the applicant has revised the subdivision layout to change one residential lot into an open space area for the subdivision, shown as Block B, Lot 8 on the Subdivision Lot Layout Exhibit. This lot is located at the terminus of the street entrance from Legacy Drive. It will have a low wall along the front of the open space with benches and trees placed beyond the wall. The remainder of the lot will be open for a play area.

A residential lot is bordered by the above-noted open space to the north and a detention pond to the south, shown as Block B, Lot 10 on the Lot Layout Exhibit. The applicant has proposed to place benches and trees around the pond and plant the area with native grasses and wildflowers. The purpose for creating a Planned Development for this subdivision is to specify the requirements for the open space and detention pond. The applicant will install open fencing along the side lot lines of both of these open space lots and deed restrict where privacy fences are prohibited along these lot lines. The developer of the subdivision will install the open fencing during the initial phase of the development, prior to the construction of the homes on the adjoining lots.

A separate zoning application has been submitted for the property north of Diamond Point Lane (Grand Park Canal District).

The surrounding land uses of PD-40 are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Single Family Residential and vacant Retail and Industrial property	Planned Development-137-Single Family-7, Industrial, and Retail	Residential and Office
East	Vacant	Planned Development-222-Mixed Use, Commercial-1, and Agricultural	Mixed Use Non-Residential, Mixed Use Residential, Retail, and Public/Semi-Public
South	Vacant	Planned Development-Information and Technology	Mixed Use Non-Residential
West	Vacant Retail and Office and Developing Single Family Residential	Planned Development-199-Retial/Office-2/Townhome/Patio Home Planned Development-190-Single Family-10	Mixed Use Non-Residential, Mixed Use Residential, and Residential

The surrounding land uses of the subject 17.1± acre property are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial	Mixed Use Non-Residential
East	Vacant	Commercial-1 and Agricultural	Residential
South	Church	Planned Development-40-Office-2/Commercial-1/Commercial-2/Retail/Industrial	Mixed Use Non-Residential
West	Single Family	Planned Development-190-Single Family-10	Mixed Use Non-Residential

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan does not identify any floodplain/wetland areas or sensitive habitats on the property.

Future Land Use Plan – The Future Land Use Plan (FLUP) designates mixed use non-residential on this property. Mixed use non-residential would develop at a ratio of 80% non-residential and 20% residential, typically in a vertical manner with commercial on ground floor and residential above. The Comprehensive Plan provides several criteria for consideration when transitioning from nonresidential to residential zoning, as follows:

- **The area should be physically appropriate for residential uses.**
  There are no physical constraints on the property which would impede residential development.

  The easements along Legacy Drive are 60 feet in width may impede non-residential development. Non-residential development would be required to have an additional 25-foot landscape buffer adjacent to the 60 feet of easement, thereby pushing any buildings back a minimum 85 feet from the right-of-way. This area is approximately 1.8 acres. While this would not impede development of the property, it reduces the depth of the property that can be developed. Compared to the vacant tract to the north, there is significantly less depth to the site for development.

- **The area is an extension of a residential neighborhood shown on the *Future Land Use Plan* and is not separated from the neighborhood by a major thoroughfare (or larger).**
  Park Place Estates is a residential neighborhood that is developed immediately adjacent to the west.

- **The rezoning will not create a situation where non-residential traffic will negatively impact established and proposed future neighborhoods.**

  This site is at the intersection of a collector and major thoroughfare. The traffic generated from this development will not impact any established or future neighborhood. The remaining non-residential zoned property is north of the collector street and will not impact this neighborhood or other future neighborhoods.

- **The proposed non-residential development is not located in an area that encourages or requires access into or through existing or proposed residential area.**

  There is no non-residential development north of the site that would require access through existing or proposed residential development. There is a church to the south which has a fire lane stubbed to this property. Staff does not find that extending this fire lane into the subdivision would be beneficial as its location does not provide for a logical street layout.

  Connectivity was not provided to the site from Park Place Estates from the west; however, adequate access to the development is provided from Diamond Point Lane and Legacy Drive.

- **The rezoning would not result in a shortage of land designated for non-residential development.**

  The Comprehensive Plan designates mixed use non-residential development on a significant amount of property along Legacy Drive, stretching from Cotton Gin Road to Stonebrook Parkway. Within that area, there is vacant property from Stonebrook Parkway north to Citation Court, south of where a church has been built. The church and Diamond Point Lane create breaks between which this property falls. The remainder of PD-40 to the north of Diamond Point Lane and property on all four corners of the intersection of Cotton Gin Road and Dallas North Tollway are designated mixed use non-residential. There is adequate vacant land which can be developed for non-residential uses in the vicinity.

- **The rezoning would not diminish the land base considered prime for future economic expansion.**

  At one time the area bounded by Teel Parkway, Main Street, Legacy Drive, and Stonebrook Parkway had been identified as a business park. This came about due to the plan for a jetport in the area, which plans did not come to fruition. As a result, there has been rezoning to residential in the area starting from the west and working eastward. The Frisco Economic Development Council (FEDC) had purchased the former jetport and had developed preliminary plans for a business park for a portion of the original area. The FEDC tried to market the property but eventually sold the land. Now, it seems that this area is primarily developing as residential, and it is likely that it would have developed as residential had there

not been a jetport there. The mixed use nonresidential is reflected in the Comprehensive Plan, because it was agreed to with the FEDC and the Comprehensive Plan Advisory Committee when creating the land use plan.

- **The rezoning would not leave a residual tract of non-residentially-zoned property which would not conform to the *Future Land Use Plan* or which would negatively affect the proposed residential use.**
  Diamond Point Lane is an appropriate northern boundary between single family residential and the remainder PD-40 to the north. With this street to the north and the church to the south, rezoning this property would not leave a residual tract of non-residentially-zoned property.

- **The rezoning would provide for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if positive integration of residential and non-residential land uses is not possible.**
  Single Family-7 zoning is compatible with the adjacent Single Family-10 zoning to the west and church to the south. The current zoning of Office-2, Commercial-1, Commercial-2, Retail and Industrial zoning allows more intense uses.

Parks, Recreation & Open Space Master Plan – A hike and bike trail is shown on the Hike & Bike Master Plan along Legacy Drive.

Transportation Strategy

- **Thoroughfare Plan –** Legacy Drive, a major thoroughfare, is adjacent to the site to the east. Diamond Point Lane, a collector street, is adjacent to the site to the north; the southern half of the road is constructed.

- **Traffic Impact Analysis** – A Traffic Impact Analysis is not required, because the requested zoning results in less trips than the existing zoning.

- **Access** – Access to the development will be provided from Legacy Drive and Diamond Point Lane.

Existing Utilities

- **Water –** There is a 12-inch waterline along Legacy Drive and a six-inch water line along Diamond Point Lane. Service will be extended into the site at the time of development.

- **Sanitary Sewer –** An eight-inch sanitary sewer line exists within the Park Place Estates Subdivision to the west. Service will be extended into the site at the time of development.

Schools – The property is within the Frisco Independent School District (FISD). Allen Elementary is in the immediate vicinity of the property, located south of the site on the east side of Legacy Drive. The FISD has property to the west in the Park Place Estates subdivision for a future school.

ADJACENT PROPERTY OWNER FEEDBACK:

Park Place Estates is a single family subdivision, west of this tract. The subdivision is relatively new and homes are under construction. Therefore the HOA is managed by the developer, Shaddock Development. In regard to the initial zoning submittal, Peter Shaddock met with K. Hovnanian's representative, who is the applicant for this case, and noted his support both for the previous zoning case and this application.

On September 6, 2012, the representative for K. Hovnanian Homes met with the four homeowners in the eastern section of Park Place Estates. Three of the four homeowners expressed their support of the zoning change but it should be noted that one of those homeowners works for K. Hovnanian.

One of the homeowners, Derrick Anderson lives at 7254 Kentwood. Mr. Anderson's lot backs up to the proposed development. Mr. Anderson has previously submitted a written opposition to the request (attached) and noted at the meeting that he remains opposed. At the meeting, Mr. Anderson stated that he prefers backing to a commercial use and that backing to a single-family development will impact his home value more negatively than backing to a commercial use. He indicated that he would rather take the chance of backing to a retail development such as Frisco Square or the Shops of Legacy than have a homeowner behind his house.

Mr. Anderson spoke in opposition to the request at the September 11th Planning & Zoning Commission meeting. He also presented a petition against the zoning request which is signed by 43 individuals. Additional comments of opposition have been submitted by Mr. Anderson in response to this new zoning request.

The applicant stated in his letter dated October 12, 2012 (see attached) that there were additional discussions with the homeowners of Park Place Estates between the Planning & Zoning Commission hearing and the City Council hearing discussing the proposed pricing for the community. Additionally, it is the applicant's understanding that the information provided with the petition was not accurate.

Please see the attached citizen comments and letters from the applicant.

SUMMARY:

Staff finds that the request to rezone the 17.1± acre lot from Planned Development-40, which allows a variety of commercial and industrial uses, to Planned Development-Single Family-7 is consistent with the development south of Diamond Point Lane. Adequate vacant area designated mixed use non-residential remains north and south of the site for future zoning and development.

RECOMMENDATION:

Staff recommends approval of the applicant's request to amend Planned Development-40 to rezone 17.1± acres to Planned Development-Single Family-7 with the following development standards:

Exhibit "B"
Development Standards

The following development standards apply to the 17.1± acre property:

A. Development Standards
   The property shall comply with Single Family-7 development standards in accordance with the Zoning Ordinance No. 11-04-09 or as amended.

B. Open Space
   An open space lot containing 0.2± acres shall be dedicated at the terminus of Argyle Lane, shown as Block B, Lot 8 on Exhibit B: Subdivision Lot Layout. The open space shall be in conformance with the Open Space Exhibit, and include, at minimum, the following:
   1. A masonry wall located near the front property line to include:
      i. A height of 32-inches to 36-inches
      ii. Leuders Block or similar material
      iii. A capstone top
      iv. A pedestrian opening
      v. Columns at each end of the wall and at the corners of the wall as shown on Exhibit C.
   2. A walking path and four benches on the inside of the masonry wall.
   3. Four large trees to shade the benches.
   4. Evergreen vegetation 6- to 8-feet in height adjacent to the rear property line to create a solid living screen.
   5. A six-foot tall ornamental metal fence on the side property lines between the end of the wall and the rear property line.

C. Detention Pond

The detention pond shown as Block B, Lot 10 on the Lot Layout Exhibit shall be in conformance with the Open Space Exhibit and include, at minimum, the following:

1. Two trees along the front property line.
2. Trees along on the sides and rear of the pond as shown on the exhibit.
3. Four benches within the front yard setback.
4. Native vegetation and wildflowers planted within the detention pond.

D. Ownership and Maintenance

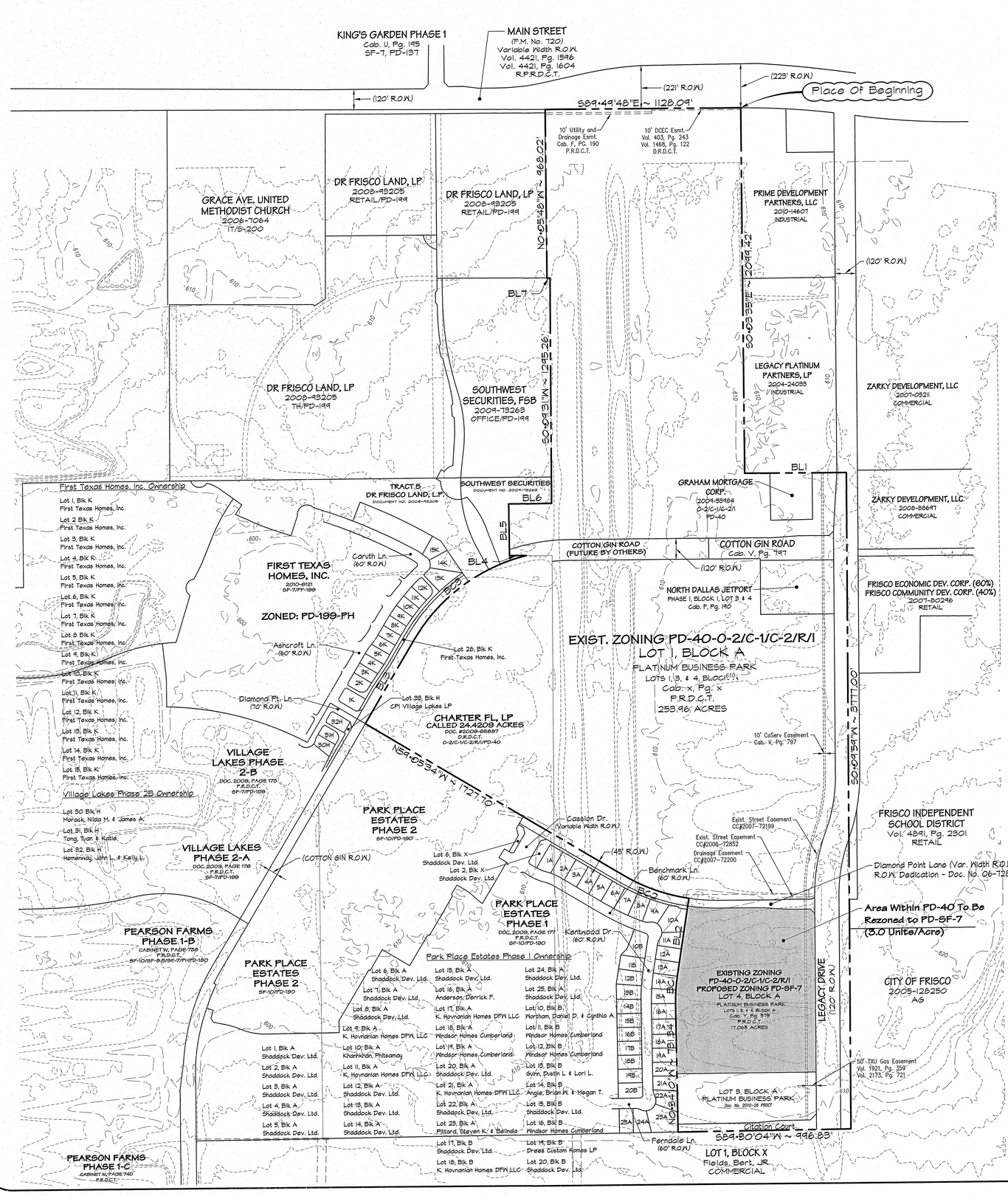
The Homeowners' Association shall own and maintain the lots designated for open space and detention.

E. Approval and Completion of Improvements

1. The improvements shall be approved by City staff prior to construction.
2. Improvements shall be installed prior to final acceptance of the subdivision.

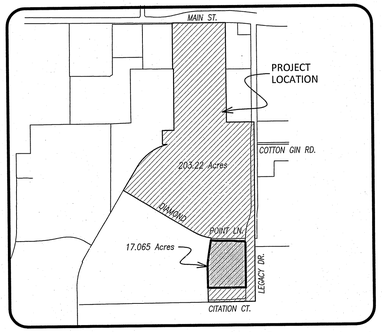
Z12-0023
Diamond Point Estates





Boundary Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Dist.
BC1	175.78'	1050.00'	9°35'30"	S 04°13'34" W	175.57'
BC2	401.07'	1050.00'	21°53'08"	S 70°02'08" E	398.64'
BC3	833.71'	1050.71'	45°27'46"	S 53°38'36" W	812.01'

Boundary Line Table		
Line #	Bearing	Distance
BL1	S 89°54'27" E	585.97'
BL2	N 09°01'19" E	445.00'
BL3	S 30°54'26" W	555.41'
BL4	N 90°00'00" E	97.10'
BL5	S 00°21'06" E	297.10'
BL6	S 89°34'44" W	247.97'
BL7	S 89°26'46" W	17.11'



VICINITY MAP
NOT TO SCALE

300 0 150 300 600
1 inch = 300 ft.

METES AND BOUNDS DESCRIPTION
Planned Development 40

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, the subject tract being all of Platinum Business Park, Lots 1 and 2, recorded in Cabinet V, Page 797 of the Plat Records, Denton County, Texas (PRDCT), part of that certain tract described in deed to Charter FL, LP, recorded in Doc. No. 2009-65887, Official Public Records, Denton County, Texas (OPRDCT), that certain tract described in deed to Graham Mortgage Corp., recorded in Doc. No. 2009-53984 OPRDCT, and being all of Lots 3 & 4, Block 1, North Dallas Jetport, Phase I, recorded in Cabinet F, Page 190 PRDCT, all of Lot 4, Block A, Platinum Business Park, recorded in Cabinet Y, Page 575 PRDCT, all of Lot 3, Block A, Platinum Business Park, recorded in Doc. No. 2010-26 PRDCT, the subject tract being more particularly described as follows;

BEGINNING at the northeast corner of Lot 1 and on the south line of Main Street (a variable width right-of-way);

THENCE S 00°03'35" E, 2099.42 feet along the east line of Lot 1 and the west line of those certain tracts described in deed to Prime Development Partners, recorded in Doc. No. 2010-14607 OPRDCT, and Legacy Platinum Partners, LP, recorded in Doc. No. 2004-24033 OPRDCT;

THENCE S 89°54'27" E, 585.97 feet along the common line thereof, and being along the north line of said Graham Mortgage tract, to the center of Legacy Drive;

THENCE S 00°09'59" W, along Legacy Drive, passing the east line thereof, continuing a total distance of 3777.00 feet to the southeast corner of Lot 2, Platinum Business Park;

THENCE S 89°30'04" W, 996.83 feet, passing through Legacy Drive and along the south line of Citation Court;

THENCE N 00°34'10" W, 731.34 feet along the common line between Lots 3 and 4, Platinum Business Park and Park Place Estates Phase 1, recorded in Doc. No. 2009-177 PRDCT;

THENCE continuing along the common line thereof, around a tangent curve to the right having a central angle of 09°35'30", a radius of 1050.00 feet, a chord of N 04°13'34" E – 175.57 feet, an arc length of 175.78 feet;

THENCE N 09°01'19" E, 445.00 feet continuing along the common line thereof, passing through Diamond Point Lane (a variable width right-of-way, 45 foot wide at this point) to the north line thereof;

THENCE along the north line thereof, around a non-tangent curve to the right having a central angle of 21°53'08", a radius of 1050.00 feet, a chord of N 70°02'08" W – 398.64 feet, an arc length of 401.07 feet;

THENCE N 59°05'34" W, 1727.70 feet, leaving Diamond Point Lane and along the common line between said Charter FL tract and Park Place Estates Phase 3, to the east line of Cotton Gin Road;

THENCE N 30°54'26" E, 555.41 feet along the common line thereof;

THENCE continuing along the common line thereof, around a non-tangent curve to the right having a central angle of 45°27'46", a radius of 1050.71 feet, a chord of N 53°38'36" E – 812.01 feet, an arc length of 833.71 feet;

THENCE West, 97.10 feet through Cotton Gin Road;

THENCE N 00°21'06" W, 297.10 feet, departing said road and along the common line between Lot 1, Platinum Business Park and that certain tract described in deed to Southwest Securities, recorded in Doc. No. 2009-73263 OPRDCT;

THENCE N 89°34'44" E, 247.97 feet continuing along the common line thereof;

THENCE N 00°09'31" E, 1295.26 feet continuing along the common line thereof;

THENCE S 89°26'46" W, 17.11 feet along the common line thereof, to the southeast corner of that certain tract described in deed to DR Frisco Land, LP, recorded in Doc. No. 2008-93205 OPRDCT

THENCE N 00°05'48" W, 968.02 feet along the common line thereof to northwest corner of Lot 1, and being on the south line of Main Street;

THENCE S 89°49'48" E, 1128.09 feet along the common line thereof, to the PLACE OF BEGINNING with the subject tract containing 203.22 acres of land.

METES AND BOUNDS DESCRIPTION
(Lot 4, Block A, Being a Part of Planned Development 40)

BEING a tract of land situated in the Crain & Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, the subject tract being a portion of a tract of land conveyed to Lot 4, Block A, Platinum Business Park according to the deed recorded in Cabinet Y, Page 575 of the Plat Records, Denton County, Texas, the subject tract being more particularly described as follows;

BEGINNING at the southeast corner of Lot 4 and the northeast corner of Lot 3, and being on the west line of Legacy Drive (a 120 foot wide right-of-way);

THENCE S 88°53'01" W, 792.25 feet along the common line thereof to the east line of Park Place Estates Phase 1;

THENCE along the common line thereof, the following courses:

N 01°06'59" W, 395.86 feet

Around a tangent curve to the right having a central angle of 09°35'29", a radius of 1050.00 feet, a chord of N 03°40'45" E – 175.57 feet, an arc length of 175.77 feet;

And N 08°28'30" E, 400.00 feet to the south line of Diamond Point Lane (a variable width right-of-way);

THENCE along the common line thereof, the following courses:

Around a non-tangent curve to the left having a central angle of 08°54'30", a radius of 1095.00 feet, a chord of S 85°58'46" E – 170.08 feet, an arc length of 170.25 feet;

N 89°34'00" E, 262.81 feet;

S 86°37'09" E, 150.33 feet;

And N 89°34'00" E, 110.00 feet to the north end of a corner clip at the intersection of Diamond Point Lane with Legacy Drive;

THENCE S 45°26'00" E, 56.57 feet along said corner clip;

THENCE along the west line of Legacy Drive, the following courses:

S 00°26'00" E, 694.51 feet;

S 06°32'44" W, 82.30 feet;

And S 00°26'00" E, 117.27 feet to the PLACE OF BEGINNING with the subject tract containing 743,360 square feet or 17.065 acres of land.

EXHIBIT A FOR Z12-0023

DIAMOND POINT ESTATES

17.065 ACRES OUT OF 203.22 ACRES OUT OF THE CRAIN & WARREN SURVEY, ABSTRACT NO. 229
W. POWELL SURVEY, ABSTRACT NO. 1011
J. MORRELL SURVEY, ABSTRACT NO. 864
CITY OF FRISCO, DENTON COUNTY, TEXAS

Owner
GRAND SEVILLE, LP
5701 Seville Court
Plano, TX 75093
Telephone: (972) 839-8600
Contact: Jessie Mann

Applicant
K. HOVNANIAN HOMES-DFW, LLC
5808 W. Plano Parkway
Plano, TX 75093
Telephone: (469) 737-1400
Contact: Michael Dewers

Engineer/Surve
Spiars Engineering, Inc. TBPE N
765 Custer Road, Suit
Plano, Texas 7507
Telephone (972) 422-
Contact: Tim C Spi

Drawing: G:\2012_JOBS\(-087 Diamond Point Estates\CAD\Preliminary\12-357- Zoning A.dwg Saved By: jtmartens Save Time: 10/29/2012 9:20:08 AM

LOT 1, BLOCK A
PLATINUM BUSINESS PARK
Cab. Y, Pg. 575 PRDCT

DIAMOND POINT LANE (Var. Width R.O.W.)
R.O.W. Dedication – Doc. No. 06-72853

N89°34'00"E ~ 262.81'
S86°37'09"E ~ 150.33'
N28°30'00"E ~ 400.00'
S03°00'00"E ~ 264.81'
N01°06'54"W ~ 345.86'
S 01°06'59" E ~ 290.48'
S88°53'01"W ~ 192.25'

TIFFANY DRIVE
SAPPHIRE DRIVE
GEM DRIVE
CHAMPAGNE DRIVE
LEGACY DRIVE (120' R.O.W.)
ARGYLE LANE
FLORENTINE LANE

PARK PLACE ESTATES
PHASE 1
Doc. No. 2009, Page 177
P.R.D.C.T.
SF-10/PD-190

Lot 27, Block B
0.1018 Acres, For Landscaping Purposes & Screening Wall, To Be Owned & Maintained by H.O.A.

Lot 8, Block B
0.2243 Ac. for Open Space, To Be Owned & Maintained by the H.O.A.

Lot 10, Block B
0.2011 Ac. for Drainage & Detention, To Be Owned & Maintained by the H.O.A.

Lot 10, Block A
0.8261 Acres, For Landscaping Purposes & Screening Wall, To Be Owned & Maintained by H.O.A.

Lot 26, Block B
0.6317 Acres, For Landscaping Purposes & Screening Wall, To Be Owned & Maintained by H.O.A.

Drainage Easement
Doc. No. 2007-72197

32' Temp. Drainage Easement To City of Frisco Doc. No. 08-110487 To Be Abandoned By the Final Plat

32'x20' D.E. Cab. Y, Pg. 575

Drainage & Detention Esmt. 2010-26 PRDCT

24' Firelane, Access & Utility Esmt.

15'x20' W.L.E. Doc. No. 08-110486 To Be Abandoned By the Final Plat

LOT 3, BLOCK A
PLATINUM BUSINESS PARK
Doc. No. 2010-26 PRDCT

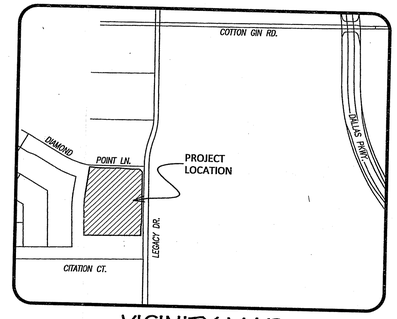
Ex. 100' Median Opening
Ex. 134' Storage
Ex. 110' Transition
Ex. 120' R.O.W.
10' CoServ Easement Cab. V, Pg. 797
50' TXU Gas Easement Vol. 1925, Pg. 354 Vol. 2173, Pg. 725
Ex. High Transmission Power Pole and Foundation
Prop. 8' Hike & Bike Trail
Prop. 6' Sidewalk
Variable Width S.E.
Future. 60' Median Opening
Future. Left Turn Lane
Prop. Left Turn Lane
Prop. Median Opening
200' Storage/Transition
150' Storage
Existing 6' Sidewalk

Boundary Line Table

Line #	Length	Direction
BL1	110.00'	N89°34'00"E
BL2	56.57'	S45°26'00"E
BL3	82.30'	S06°32'44"W

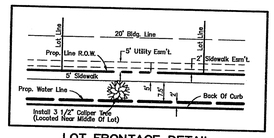
Boundary Curve Table

Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord
BC1	1095.00'	8°54'30"	85.30'	170.25'	S85°58'46"E	170.08'
BC2	1050.00'	9°35'29"	88.09'	175.77'	N03°40'45"E	175.57'

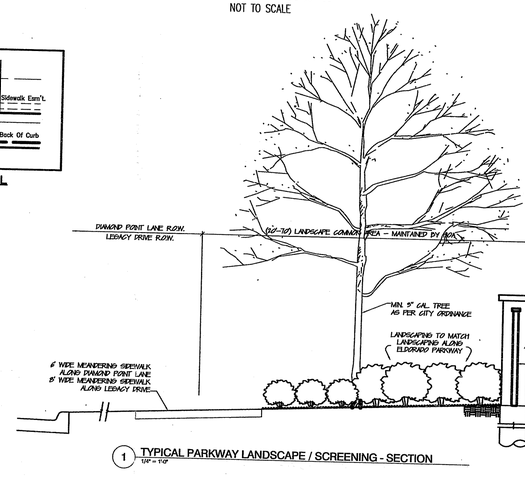


VICINITY MAP
NOT TO SCALE

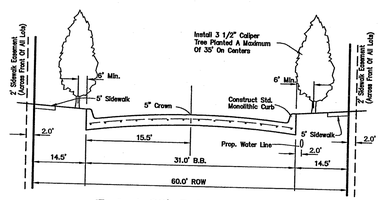
60 0 30 60
1 inch = 60 ft.



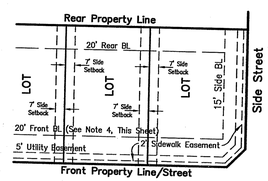
LOT FRONTAGE DETAIL
(60' R.O.W.'s Only)



1 TYPICAL PARKWAY LANDSCAPE / SCREENING - SECTION
1/2" = 1'-0"



Typical 60' R.O.W. Section



TYPICAL LOT DETAIL FOR
53 LOTS TO SF-7 STANDARDS
ON 60' R.O.W. (w/NO ALLEY ACCESS)

Legend

C.M.	Controlling Monument
1/2 I.P.S.	Iron Pin Set
1/2 I.P.F.	Iron Pin Found
B.L.	Building Line Setback
B.T.P.	By This Plat
R.O.W.	Right Of Way
D.E.	Drainage Easement
S.S.E.	Sanitary Sewer Easement
U.E.	Utility Easement
P.W.M.E.	Private Wall Maintenance Easement
S.E.	Sidewalk Easement
W.L.E.	Water Line Easement
	Street Name Change
	Street Frontage
(A)	Block Designation
620	Existing Contours
622	Proposed Contours

EXHIBIT B FOR Z12-0023 / SUBDIVISION LOT LAYOUT

DIAMOND POINT ESTATES

52 RESIDENTIAL LOTS DEVELOPED TO SF-7 STANDARDS & 5 HOA LOTS (1.7607 Ac.)
17.065 ACRES OUT OF THE
CRAIN & WARREN SURVEY, ABSTRACT NO. 229
CITY OF FRISCO, DENTON COUNTY, TEXAS

Owner
GRAND SEVILLE, LP
5701 Seville Court
Plano, TX 75093
Telephone: (972) 839-8600
Contact: Jessie Mann

Applicant
K. HOVNANIAN HOMES-DFW, LLC
5808 W. Plano Parkway
Plano, TX 75093
Telephone: (469) 737-1400
Contact: Michael Dewers

Engineer/Surveyor
Spiars Engineering, Inc. TBPE No. F-2121
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
Contact: Tim C Spiars

SHEET 1 OF 1
Scale 1"=60' October 15, 2012

Drawing: C:\2012 JOBS\12-087 Diamond Point Estates\CAD\Preliminary\12-087-Exhibit B.dwg Saved By: tmorters Save Time: 10/29/2012 10:56:42

PARK PLACE ESTATES
PHASE I
Doc. No. 2009, Page 177
P.R.D.C.T.
SF-10/PD-190

17 | 16 | 15 | 10 | 9 | 8

LIVE OAK
3" CALIPER

LACE BARK ELM
3" CALIPER

EASTERN RED CEDAR
6' - 8' HEIGHT

BERMUDA GRASS

6' HEIGHT ORN.
METAL FENCE

VITEX
6' - 8' HEIGHT

(Open Space-
Detention)

DRAINFIELD NATIVE
GRASSMIX WITH
A MIXTURE OF
WILDFLOWERS

32" - 36" HEIGHT
LEUDERS BLOCK WALL

LIVE OAK
3" CALIPER

42" HEIGHT LEUDERS
BLOCK COLUMN

6' HEIGHT ORN.
METAL FENCE

18" HEIGHT LEUDERS
BLOCK BENCH

WEEPING LOVE GRASS

5'-6" HEIGHT LEUDERS
BLOCK COLUMN

20 10 0 20

1" = 20' - 0"

KHovnanian® Homes

DIAMOND POINT

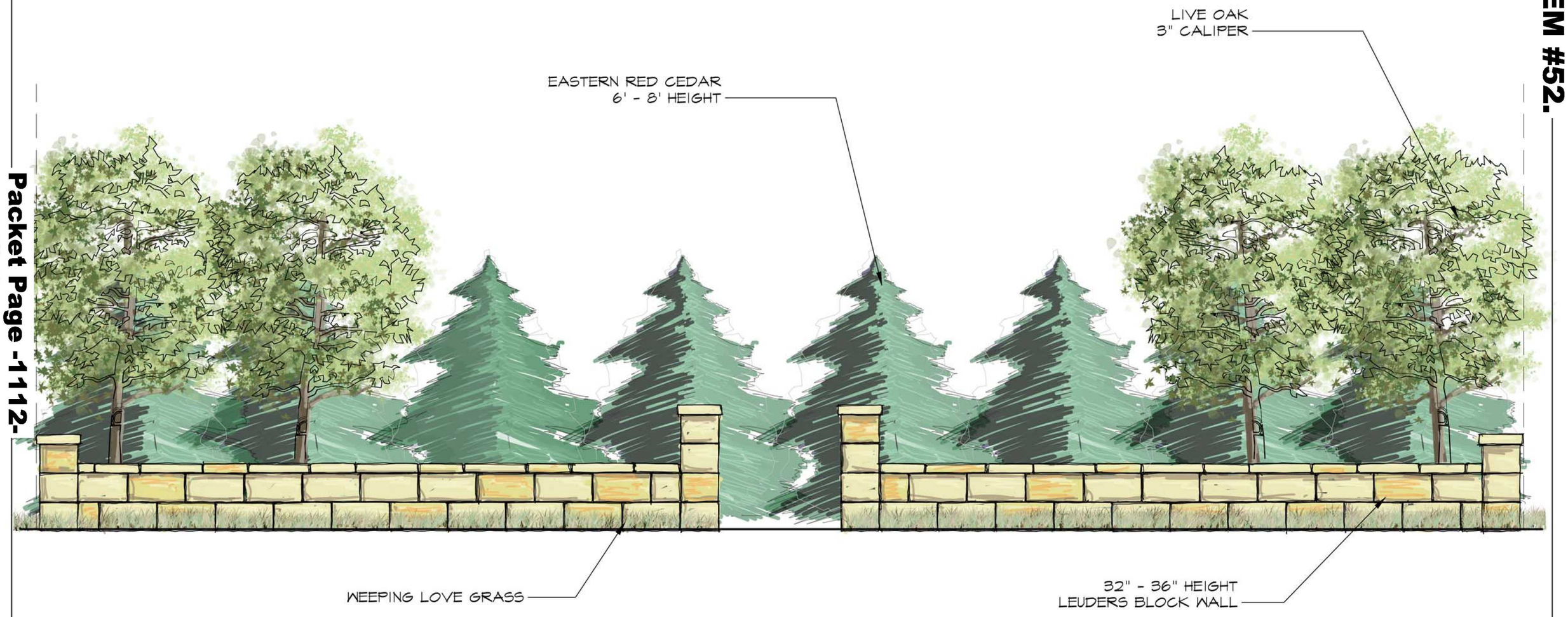
OPEN SPACE EXHIBIT

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

5 2.5 0 5

1" = 5' - 0"



K Hovnanian® Homes

DIAMOND POINT

OPEN SPACE EXHIBIT

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

Suzanne Morgan

From: Dewers, Michael [mdewers@khov.com]
Sent: Monday, November 12, 2012 12:32 PM
To: Suzanne Morgan
Cc: Tim Spiars (tim.spiars@spiarsengineering.com); Ryan Griffin (rgriffin@friscocs.com)
Subject: Letters for the Diamond Point Estates Zoning Case
Attachments: 20121112102817945.pdf

Suzanne,

Attached are three letters for the Diamond Point Estates zoning case. The first is a letter addressing the modifications to the zoning and preliminary plat compared to our original submittal. The second letter is our re-submittal letter sent to the city with our submittal package and dated October 12, 2012. The third letter is a support letter from Peter Shaddock, Declarant of the Park Place HOA, acknowledging the modifications to our preliminary plat.

Let me know if you need anything else.

Thanks,

MD

Michael Dewers
Director of Land Acquisitions - Dallas/Fort Worth K. Hovnanian Homes
5808 W. Plano Parkway
Plano, TX 75093
469 737-1425 (office)
214 325-9786 (cell)

-----Original Message-----
From: txdfw-np05@khov.com [mailto:txdfw-np05@khov.com]
Sent: Monday, November 12, 2012 9:28 AM
To: Dewers, Michael
Subject:

This E-mail was sent from "RNPD259A8" (MP C3500/LD435c).

Scan Date: 11.12.2012 10:28:17 (-0500)
Queries to: txdfw-np05@khov.com

November 11, 2012

Mr. John Lettelleir
Director of Development Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, TX 75034

RE: Modifications of Zoning and Preliminary Plat for Diamond Point Estates in Frisco, Texas

Dear John,

This letter serves as a discussion of the slight modifications made to the preliminary plat for Diamond Point Estates since the Frisco City Council ruled on the zoning/preliminary plat case on October 2, 2012. The zoning request is unchanged from the initial submittal heard by Frisco City Council.

At the request of Frisco City Council, we have incorporated an open space area in our preliminary plat by reducing our lot count from 53 lots to 52 lots. This open space is approximately .2243 acres and is identified as Lot 8, Block B located on the western boundary of the property. The open space was located at the termination of the entry street (Argyle Lane) off of Legacy Drive to provide not only an open space, but make Argyle Lane a view corridor with trees, hardscape and landscape that homeowners and guests see while driving or walking on Argyle Lane.

All other aspects of the preliminary plat are the same as the initial zoning and preliminary plat submittal for Diamond Point Estates. If you have any questions, feel free to contact me at (469) 737-1425 or mdewers@khov.com.

Thank you,

Michael Dewers
Director of Land Acquisitions
K. Hovnanian Homes

October 12, 2012

Mr. John Lettelleir
Director of Development Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, TX 75034

RE: Re-Submittal of Zoning and Preliminary Plat for Diamond Point Estates in Frisco, Texas

Dear John,

On the evening of October 2, 2012, the zoning case for Diamond Point Estates was denied by a vote of 3 to 2 by Frisco City Council. As applicant, K. Hovnanian Homes was very disappointed in this outcome considering the overwhelming support we had received from Frisco Staff and Frisco P&Z. We are re-submitting our zoning and preliminary plat application because we feel the property is best suited for residential, have added additional open space to the preliminary plat and have discussed the proposed zoning change with homeowners and City Council members clearing up some of the misconceptions that were associated with the plat and the proposed housing price range.

We believe the area west of Legacy Drive and south of Main Street is best suited for residential uses. This is evidenced by K. Hovnanian's success in Park Place as well as the success of other builders in Park Place, Pearson Farms and Village Lakes. The zoning requests for Diamond Point Estates and Ray Washburne's upcoming residential zoning case north of Diamond Point Lane highlight the market demand for new single-family housing. As part of our due diligence, we continually ask homebuyer prospects that visit our model in Park Place Estates their opinion of Diamond Point Estates, and the feedback is extremely positive for the lot size and home price range we are proposing. Also, the property for Diamond Point Estates has been available as a commercial tract for many years with the land owner telling us that not one inquiry has been made by a commercial developer on the property in five years. The land owner strongly believes his property is best suited for residential.

City Councilman Jeff Cheney spoke about the need for more open space in the community as a reason for denying our request. We have since spoken to Mr. Cheney about the 70' wide open space that was created on the frontage of Legacy Drive by two easements. This area will have an 8' wide hike and bike trail, enhanced landscaping and a screening wall compatible to Park Place Estates. K. Hovnanian is also willing to enhance the area by contributing up to $100,000 to place the overhead power lines within the CoServ easement underground. We are waiting for a proposal from CoServ to see if the cost is feasible for this relocation. We also have reduced our lot count from 53 lots to 52 lots by adding an open space lot in the southwest corner of the preliminary plat. While disappointed that we are eliminating a home site, we are excited that there is more open space within the community. Finally, product that backs to Legacy Drive will maintain the 100% masonry coverage required by the city of Frisco.

Finally, we had more discussions with the homeowners of Park Place Estates between our P&Z hearing and City Council hearing discussing our proposed pricing for the community. A petition in opposition of our zoning case was circulated to residents within Park Place Estates with erroneous information. We feel we have provided the correct information to residents within Park Place Estates and feel they are satisfied with our proposed zoning change as evidenced by no opposition at the City Council hearing on October 2nd.

We are very excited about bringing this case back to staff for their review and approval. The land owner and K. Hovnanian Homes feel the best land use for this property is single-family residential and have enhanced our preliminary plat with more open space at the request of City Council.

If you have any questions, feel free to contact me at (469) 737-1425 or mdewers@khov.com.

Thank you,

Michael Dewers
Director of Land Acquisitions
K. Hovnanian Homes

BUILDERS DEVELOPERS

THE SHADDOCK COMPANIES

November 9, 2012

Suzanne Morgan
City Planner
City of Frisco
6101 Frisco Square Blvd., 3rd Floor
Frisco, Texas 75034
Tel 972-292-5300 Fax 972-292-5388

Dear Suzanne,

My name is Peter H. Shaddock and I am the developer of Park Place Estates Phase I and the current Declarant of the Park Place Estates HOA. I have met with K. Hovnanian and reviewed K. Hovnanian's amended preliminary plat for Diamond Point Estates that incorporates an open space area within the community. This should be well received by the residents. I am in support of the project. Let me know if you need anything else from me.

Sincerely,

Peter H. Shaddock
CEO

Suzanne Morgan

From: Beckye Frey
Sent: Wednesday, November 14, 2012 3:52 PM
To: Suzanne Morgan
Subject: FW: Diamond Point Estates (Z12-0023 & PP12-0027)

From: Form Processor [mailto:forms@formexperts.com]
Sent: Wednesday, November 14, 2012 3:27 PM
To: Project Input
Subject: Diamond Point Estates (Z12-0023)

FORMEXPERTS.COM
The Fastest and Easiest-to-Use Website Forms. Guaranteed.

Form Name Project Input Form

Date Submitted 11/14/2012 15:27:21 PM

Project Name and/or Number:	Diamond Point Estates
Project Location:	Frisco (Legacy)
I am:	OPPOSED to this request
Comments/Explanation:	
Questions:	My name is Derrick Anderson. I spoke at the meeting regarding Diamond Point Estates. I am a current resident of Park Place Estates which will border the proposed zoning change. Can I get an update as I thought this was approved in the meeting, and now I am finding out that it has been denied but up for a revote.
First Name:	Derrick
Last Name:	Anderson
Address:	7254 Kentwood Drive
City:	Frisco
State / Province:	TX
Zip / Postal:	77034

Email Address:	derrick.anderson@petroharvester.com
Phone Number:	972.832.2035
I heard about this request via:	Word of Mouth
Please check all that apply:	I live nearby

Suzanne Morgan

From: Derrick Anderson [derrick.anderson@petroharvester.com]
Sent: Wednesday, November 14, 2012 3:41 PM
To: Suzanne Morgan
Subject: Diamond Point Estates (Z12-0016) Question

Can you guys fill me in on what is going on with the Diamond Point Estates Zoning Proposal? I spoke at the council meeting regarding this issue back in September and had thought the motion passed. Now I see it is up for a rezone discussion and would like to know more details.

Thanks,

Derrick Anderson
Petro Harvester Oil & Gas LLC
214-618-7593 office
972-832-2035 cell
Derrick.Anderson@petroharvester.com

DIAMOND POINT ESTATES (Z12-0016)

On 10/2/12, Council Denied the request by a vote of 3:2.

Request:

To amend Planned Development-40, removing and rezoning 17.0± acres

- FROM: PD-40 Office-2/Commercial-1/ Commercial-2/Retail/Industrial
- TO: Single Family-7

- SUBMIT COMMENTS / QUESTIONS

Related Case:

- **PP12-0019**, a request for a 55-lot residential subdivision

Location:

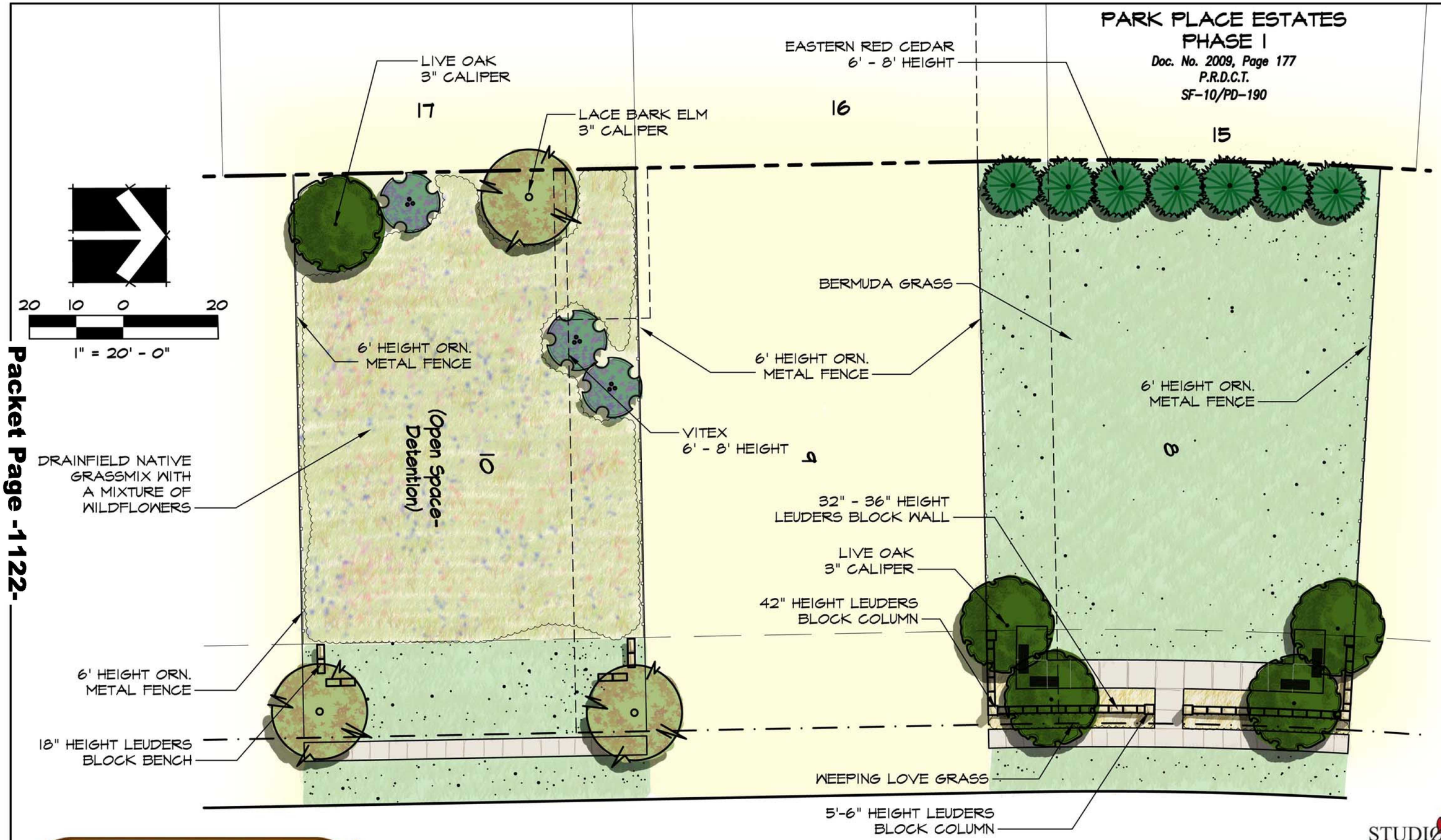
On the west side of Legacy Drive,
1700± feet north of Stonebrook Parkway (South of Cotton Gin)

Diamond Point Estates (Z12-0023)
Trip Generation
From: Robert Caskey, Traffic EIT, City of Frisco

Single Family (52 units)
569 daily trips
46 A.M Peak Hour
58 P.M. Peak Hour

Office
2143 daily trips
286 P.M. Peak Hour Trips
307 A.M. Peak Hour Trips

Retail (Shopping Center)
8760 daily trips
194 A.M. Peak Hour Trips
828 P.M. Peak Hour Trips



DIAMOND POINT

OPEN SPACE EXHIBIT

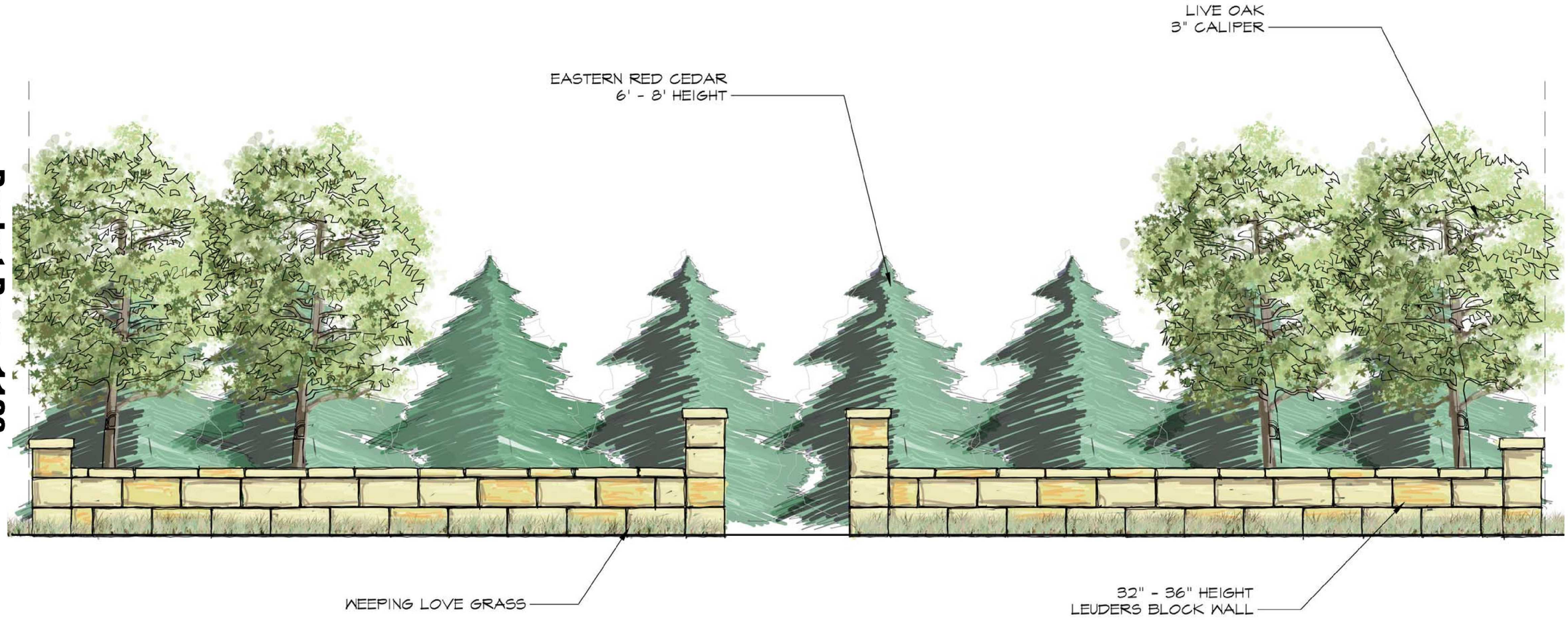
KHovnanian® Homes

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

5 2.5 0 5

1" = 5' - 0"



K Hovnanian® Homes

DIAMOND POINT

OPEN SPACE EXHIBIT

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

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Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



K Hovnanian® Homes

DIAMOND POINT

OPEN SPACE EXHIBIT

From: Derrick Anderson
Sent: 12/6/2012 12:09 PM
To: Maher Maso; Jeff Cheney; Scott Johnson; Bob Allen; Will Sowell; John Keating; Tim Nelson
Subject: Diamond Point Estates (Z12-0023) Concerned Residents in Park Place Estates

Frisco City Council Members,

My name is Derrick Anderson and I live in the Park Place Estates just south of Cotton Gin and West of Legacy. We are a new neighborhood and I have lived there since January 31st of this year. My wife and I have 3 young children (ages 6,5 &3) and we looked for a considerable amount of time prior to the home purchase. We bought a Khovnanian (Khov) home in the subdivision at 7254 Kentwood Drive. My home is located on the far east portion of our subdivision and our back yard borders the proposed zoning change from commercial to residential (Diamond Point Estates – Z12-0023 & the voted down Z12-0016). Currently I am one of only two residents in the neighborhood that will be sharing a fence with the proposed Diamond Point Estates Subdivision. I was concerned about the potential for what could be put behind us prior to the purchase, but was told on multiple times by several Khov employees that this would be kept commercial and given the location and size it would be something that we could feel comfortable about moving ahead with the home purchase. We absolutely love the neighborhood and it has been a great fit for my family. I am writing you guys as well as I am going to try and be in attendance at the public hearing on December 18th to share my concerns. I have spoken at both of the Public Hearings in front of the zoning committee.

Since finding out about the potential zoning change, I have met with as many neighbors as possible as well as Khov employees in attempt to better understand the future neighborhood and my fellow Park Place Estates neighbors fears. As you will see, I have attached a petition signed by 41 homeowners in the Park Place Estates Community opposed to the zoning change. Everyone I met with signed the document and hopefully together we can get our concerns in front of you guys for the upcoming vote. I don't know the number of populated home sites in our neighborhood, but I only missed a few residents as I walked the petition around before the first public hearing in September. In other words, we as a group feel strongly against the proposed change and Diamond Point Estates Subdivision.

Our chief concerns are the potential loss in value of our home sites. We realize that given the size of the land, ~17acres, it is not ideal for any development, but given the location we feel like the right commercial addition or a better planned neighborhood would be better for our investments. Many of us have young children and bought in the neighborhood paying more for the larger sized lots, front drive ways, proximity to grand park, large designated community play and meeting area and strong community feel the neighborhood offers. The new subdivision will be at a smaller price point (350K – 425K, we are told midpoint of close to 400K) and smaller acreage home sites (~0.2 or smaller acres per lot). We feel that the size of the neighborhood (17 acres / ~52 homes) is too small / too many homesites and this will take away from our rapidly growing neighborhood of much larger scale and much higher value home sites.

Khov has told us that they feel that this neighborhood will not be in competition with us. We disagree with Khov as the proposed Diamond Point Estates location, size and shared streets, etc. will definitely compete with us and lessen our area home sale comparison values. We feel like it is apparent that Khov is trying to purchase this land and change the zoning due to the fact of their success in our

neighborhood given the location, but trying to sell as many homes as possible and "cram" them onto this prime Frisco location with little to no amenities. During the last public discussion (zoning commission meeting on November 27th) it was apparent that Khov is paying a lot for the land and eluded to that they were unable to make ends meet by expanding the neighborhood's community amenities. I believe Khov has rapidly exhausted their home site inventory and views this as a quick way to make a buck. Residents of Park Place Estates view that it is at our cost in the long run and are concerned at why Khov would risk our neighborhood given they are still trying to sell homes in the next phases of Park Place Estates development. Can we trust that Khov will do the right thing with the development? As I have eluded to and heard over and over from Park Place Residents, Khov has worked both sides of this issue trying to sell homes and is not concerned with current Park Place Estates Residents on this issue. The real fear is that once the homes are sold and Khov is no longer responsible for the neighborhood that the neighborhood could depreciate given the limited amount of amenities the neighborhood would provide as well as a lesser home build and finish out and that a few years down the road this could become an eye sore for our community across from Grand Park and next to our better equipped, planned and sized neighborhood.

Thanks for your time to read this note and please see the attached signed petition. Feel free to contact me on the numbers below if you guys have any questions or would like to discuss further.

Derrick Anderson
Petro Harvester Oil & Gas LLC
214-618-7593 office
972-832-2035 cell
Derrick.Anderson@petroharvester.com

Park Place Estates Residents against zoning change (Diamond Pt Estates)

We are against the proposed zoning change which will affect the land to the east of Park Place Estates between our neighborhood and Legacy. We feel that this change and the subsequent plan to put in a lower priced neighborhood with smaller lots and homes will negatively affect our home investments in the Park Place Estates community. We were initially led to believe that Park Place Estates would be the closest neighborhood to the proposed Grand Park which helped to drive the higher price points in our neighborhood. A smaller neighborhood with a closer proximity to the proposed Grand Park would be in direct competition with our current home values.

The following Park Place Estates Residents are against the zoning change for land bordering our neighborhood from Commercial to Residential.

Andrew Metro
Mike
Pat Dickerson
Andrea Scott
Francis Nguyen
Kristy Evans
Troy Evans
Jill Lacy
Gigi Khan
Khoshnood Ahmad
Samantha Sutton
Paul Foto
Paul Foto
Bevel Collins
Steph Ely

Park Place Estates Residents against zoning change (Diamond Pt Estates)

We are against the proposed zoning change which will affect the land to the east of Park Place Estates between our neighborhood and Legacy. We feel that this change and the subsequent plan to put in a lower priced neighborhood with smaller lots and homes will negatively affect our home investments in the Park Place Estates community. We were initially led to believe that Park Place Estates would be the closest neighborhood to the proposed Grand Park which helped to drive the higher price points in our neighborhood. A smaller neighborhood with a closer proximity to the proposed Grand Park would be in direct competition with our current home values.

The following Park Place Estates Residents are against the zoning change for land bordering our neighborhood from Commercial to Residential.

Derick K. Anderson

Courtney Anderson

Brian Ayala

Lori Gunn

Megan Ayala

Chaya

Kalpana

D-V P C R

Paul Hazel

zarrin Ayala

S. M. Motakeb

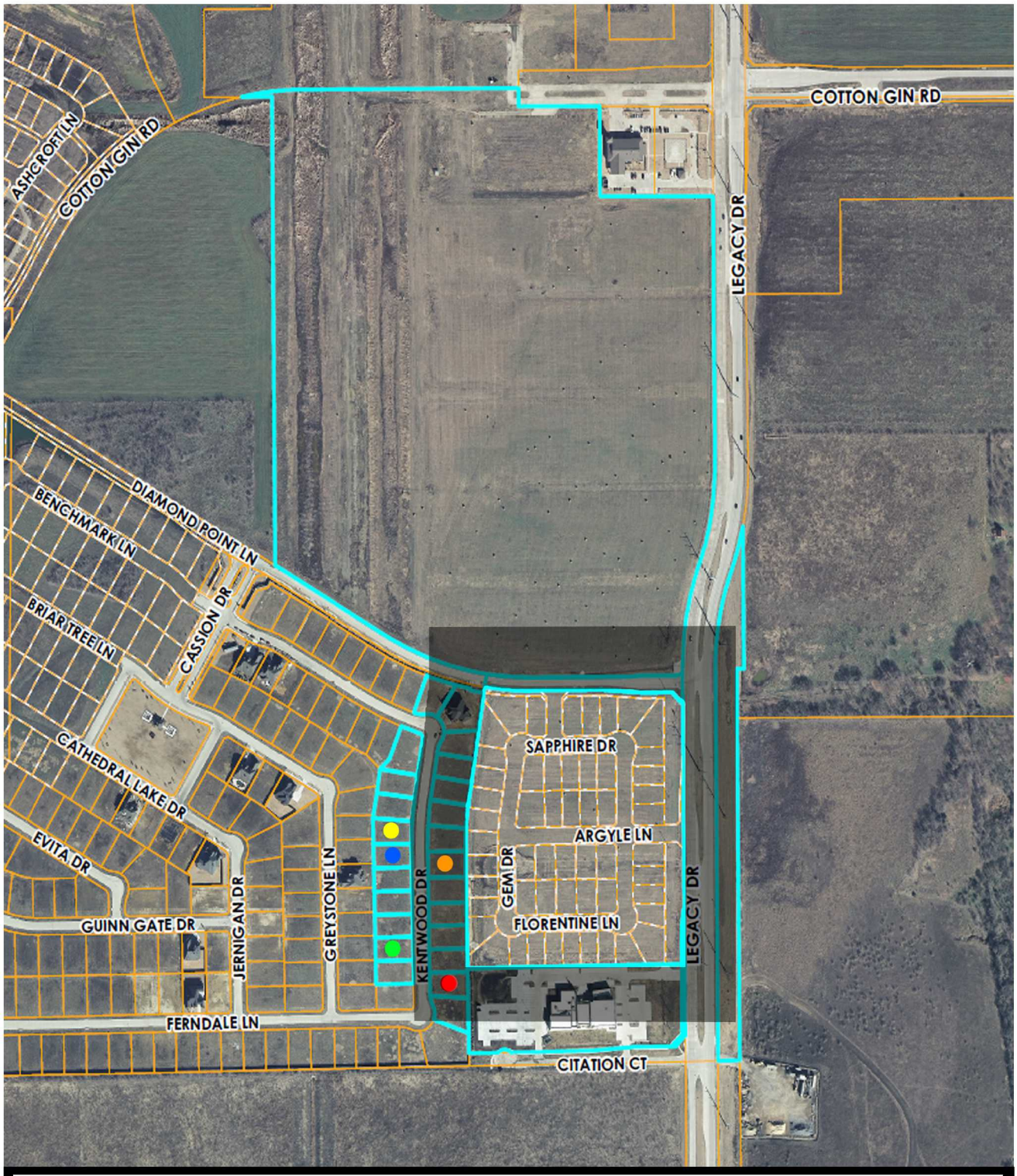
Shaha (GSKIRANKUMAR@YAHOO.COM)

Dr Ad

Laura Martinez

Timothy A.

Jacqueline Johnson



Z12-0023

Petition Signees:

* Shaded area indicates 200' reach (Total: 845,988 sq ft)

- Jill Lacy - 7134 Kentwood Dr
- Michael & Andrea Dolson - 7163 Kentwood Dr
- Courtney Anderson - 7254 Kentwood Dr
- Brian Angle - 7279 Kentwood Dr
- Lori Guinn - 7313 Kentwood Dr

December 10, 2012

Mayor and Frisco City Council Members
George A. Purefoy Municipal Center
6101 Frisco Square Boulevard
Frisco, Texas 75034

RE: K. Hovnanian's Response Letter to Derrick Anderson on Diamond Point Estates

Dear Mayor and Frisco City Council Members,

We have read Derrick Anderson's letter to you addressing his concerns of the proposed Diamond Point Estates community that will be purchased by K. Hovnanian Homes. We will also be the developer and builder on all 52 homesites. We have met with Derrick Anderson and tried to convince him that his home's value is higher when backing to single family homes than to an unknown commercial use today or a commercial use in the future. This has been our experience for decades in this market as we often provide homebuyers discounts when backing to future or existing commercial uses compared to rarely giving discounts to homebuyers backing to future or existing homesites. Even if Derrick did not believe us, it was articulated very clearly to him at the Frisco P&Z meeting by P&Z members that they had never heard of this type of complaint before as it is always the opposite where homeowners that back to commercial are thrilled when a commercial use is taken away and replaced with single-family. We believe that Derrick Anderson's home value increases with single family zoning behind him versus commercial zoning.

Derrick Anderson has produced a petition from Park Place homeowners for the City Council hearing on October 2nd and for the hearing scheduled on December 18th. We don't know if these signatures are valid or what has been said to the homeowners to obtain these signatures, but the appearance of residents at the P&Z hearing and City Council hearing has not reflected the appearance of an angry neighborhood. Only Derrick has spoken at each P&Z hearing in opposition of Diamond Point Estates and did not attend the City Council hearing on October 2nd. Our meeting with homeowners prior to the P&Z hearing on September 11th combined with conversations with homeowners by phone, email or at city meetings has not revealed any opposition to our zoning case. We did clarify to residents in Park Place that our anticipated average sales price in Diamond Point Estates is $400,000. Derrick is correct in his email to you referencing this "midpoint" of $400,000. We are hoping achieve even higher price points in Diamond Point Estates, but the 2013-2015 housing market will dictate how high we can push prices.

We do not feel like Diamond Point Estates will compete with Park Place Phase II. Homebuyers who want an 80'x140' lot with a home price of $500,000 will not be the same buyers as those interested in a 65'x120' lot at $400,000. In fact, the worst thing that could happen to Derrick's home value is for us or anyone to develop 80'x140' lots and sell them for $450,000. The market segmentation of 80' lots selling homes at $500,000+ next to 65' lots selling at $400,000+ is a normal, healthy market that homebuilders, realtors, appraisers and most homeowners understand. If Derrick is worried about 65' lots and the home pricing next to Park Place, he should be worried about Village Lakes across Cotton Gin Road where First Texas has product on 65' lots starting below $310,000. As you and I know, that doesn't matter for the market value or appraised value of his home as homebuyers and appraisers are not comparing homes on 65' lots in adjacent communities to homes on 80' lots within Park Place.

Finally, K. Hovnanian Homes has been building in Park Place since October 2010. We just finished our best trailing 12 months in Park Place selling 21 homes and producing revenue over $11,000,000 with record profits. We have signed our contract with Shaddock Development to be one of two builders, Shaddock Homes included, in Park Place Estates Phase II. This provides another 26 – 80' lots for K. Hovnanian to continue its homebuilding operation. I want to emphasize: **we would not do anything in Diamond Point Estates to jeopardize the homebuilding operation for K. Hovnanian Homes or Shaddock Homes today or in the future in Park Place.** This is evidenced as well by the support letter from Peter Shaddock signed on November 9th for this zoning case. If Peter thought Diamond Point Estates was a threat to the current and future values of homes and lots in Park Place, he would be the first one speaking in opposition at all city meetings.

Diamond Point Estates means a lot to us. We think it is a great addition to the area and is the highest and best use for that property. We have spent an abundance of time and money on this project with future resources designated for the development and homebuilding operation of Diamond Point Estates. We have tried to convince Derrick that his home value is greater once the property behind him is zoned single-family but have not been able to convince him and are sorry we could not do so.

We urge that you listen to the message in this letter, hear our case on December 18th and support our zoning and preliminary plat for Diamond Point Estates.

If you have any questions, feel free to contact me at (469) 737-1426 or jbrownlee@khov.com.

Thank you for your support,

Jimmy Brownlee

Jimmy Brownlee
D/FW Region President
K. Hovnanian Homes

AGENDA ITEM #53.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0019. A request to rezone 152.2± acres north of Diamond Point Lane and west of Legacy Drive from Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Office-2 to Planned Development-Single Family-8.5/Single Family-7/Patio Home/Townhome/Multifamily/Retail and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Single Family-7/Patio Home/Townhome/Retail/Office-1/Office-2. Neighborhood #41.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to rezone a 152.2± acre tract from Planned Development-40 and Planned Development-199 to allow for a mixed-use residential neighborhood.

Historically, any zoning request that diminishes the amount of non-residential property adjacent to or within proximity of the Dallas North Tollway is carefully scrutinized. The applicant has provided a graphic illustrating the amount of property in the Tollway Corridor available for office/retail development. As shown on the graphic, approximately 1,850 acres of undeveloped land along the Tollway will provide 40 to 161 million square feet of floor space, depending on variable Floor-Area Ratios (FAR).

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 27, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated November 28, 2012.
- Staff report.
- Location Map
- Exhibits
- DNT Retail/Office Exhibit

Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

November 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 27, 2012

Public Hearing - Zoning: Grand Park Canal District (Z12-0019)
Owner(s): Multiple Property Owners

Description:
A request to rezone 152.2± acres north of Diamond Point Lane and west of Legacy Drive from Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Office-2 to Planned Development-Single Family-7/Patio Home/Townhome/Multifamily/Retail. Zoned Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial and Planned Development-199-Single Family-7/Patio Home/Townhome/Retail/Office-1/Office-2. Neighborhood #41. MW

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

Final approval requires action by the City Council.

ACTION:

The item was recommended for approval subject to the Development Standards attached hereto as Exhibit D and the following condition:

1. The Property Owners Association (POA) and Homeowners Association (HOA) documents must include language regarding the CareFlite operation.
2. Amend Exhibit C to reflect the proposed alignment of Majestic Gardens.
3. Add the Thoroughfare Note to Exhibit C.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland

Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

November 27, 2012

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DESCRIPTION:

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HISTORY:

The subject property is part of a larger tract of land that has been the focus of many changes over the past 15 years. Originally designated for Industrial uses in the 1982 Comprehensive Plan, the property was utilized as an aviation operation known as the North Dallas Jetport. As more residential development occurred near the Jetport property, the long-term viability of aviation uses on the property greatly diminished. Furthermore, the airport's runway was shorter than the typical runway which limited the types of planes that could operate at the facility.

In 2000, the property was rezoned to Planned Development-40 (PD-40) to allow the development of a corporate business park but excluding any airport operation. The Frisco Economic Development Corporation purchased the property later that year with the intent of marketing the property as the Platinum Business Park, generally bounded by Main Street on the north, Legacy Drive on the east, Stonebrook Parkway on the south, and Teel Parkway on the west.

In 2002, the Thoroughfare Plan was amended to include collector streets and minor thoroughfares anticipated to serve the Platinum Business Park. Cotton Gin Road (minor thoroughfare) and Diamond Point Lane (major collector) were part of this Thoroughfare Plan amendment.

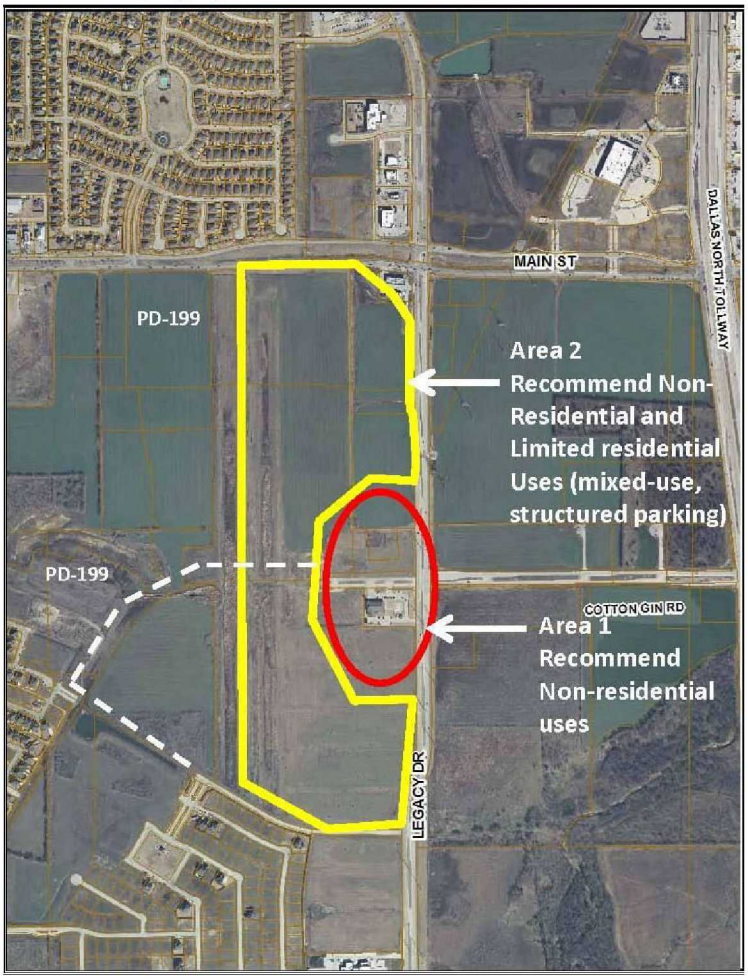
By 2003, plans for the Platinum Business Park had not materialized. The City Council and Planning & Zoning Commission held a Joint Worksession on September 30, 2003

to discuss the possibility of changing the Future Land Use Plan (FLUP) designation on property bounded by Main Street to the north, Cotton Gin (then Platinum Parkway) to the south, and Legacy Drive to the east from Technology to Single Family. The FLUP designation was changed to Single Family in early 2004. Specific information regarding the current FLUP designation is in the Comprehensive Plan section of this report.

HISTORY – CAREFLITE CONSIDERATIONS

In late 2011, staff received inquiries from developers interested in rezoning property west of Legacy drive to allow for residential development. Staff had concerns about the proximity of residential uses to the CareFlite operation, particularly with regards to noise from the helicopter. The applicant at this time agreed to conduct a noise study to provide quantifiable data regarding potential impacts to land uses in and around the emergency services helipad.

West of Legacy Dr @ Cotton Gin – Recommended Land Uses

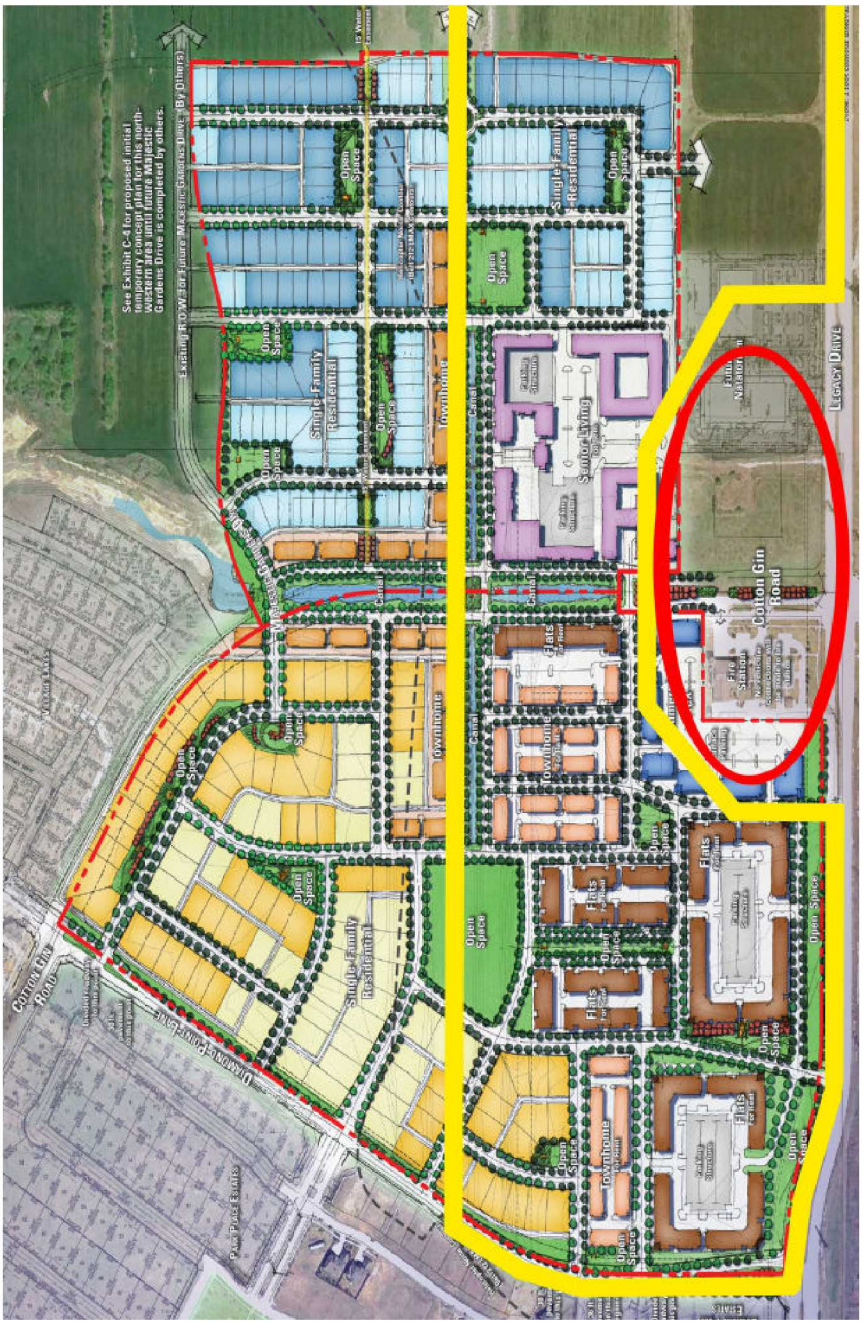


On February 28, 2012, the Planning & Zoning Commission held a special work session on the noise study. The meeting included a site visit to various locations in the flight path where a series of flyovers were conducted to simulate actual take-off and landing patterns.

The Planning & Zoning Commission was presented with findings of the noise study and the impacts of land uses surrounding the helipad.

It was determined that, generally, no residential uses were appropriate in the area noted in red on the map, and only multifamily and "for rent" units were appropriate in the area noted in yellow on the map.

Based on these findings and determinations, the applicant has put forth a plan that generally conforms to the noise study. Staff supports the layout of uses as proposed.



CASE OVERVIEW:

The applicant is requesting to rezone the property to allow the development of a mixed-use residential neighborhood. The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Planned Development-40-Retail/Office-2/Commercial-1/Commercial-2/Industrial	Mixed-Use, Residential and Office
East	Vacant	Industrial and Commercial-1	Mixed-Use, Residential and Mixed-Use, Non-Residential
South	Residential	Planned Development-100-Single Family-10	Residential and Mixed-Use, Non-Residential
West	Residential	Planned Development-199-Single Family-7/Patio Home/Townhome/Office-2	Residential and Mixed-Use, Residential

PROJECT SUMMARY

The applicant, Arcadia Realty, is proposing a mixed-use residential Traditional Neighborhood Development (TND) centered on the connectivity of the community. A TND is designed in a manner where the streets are walkable and pedestrian-friendly. The front facades of homes are intended to reflect the best face of the house – with front porches, not parking spaces for automobiles. Cars and garages are located in the rear of each lot and are accessed through alleys and/or pull-through driveways, elevating the character of the streetscape. The proposed neighborhood supports the following TND characteristics:

1. A neighborhood pattern limited in size by the walking distance from its edges to its center.
2. A variety of housing in close proximity.
3. Housing which serves a range of demographic groups.
4. Thoroughfares that equitably serve the needs of the pedestrian, the bicycle, and the automobile.
5. Public open spaces in the specific form of squares and plazas to serve as places of recreation and community activity as well as passive visual amenities.
6. Architecture and landscaping which respond to the climate and character of the region.

The applicant is proposing a mix of residential building types as outlined below:

1. **Manor Homes & Estate Homes (BT-1) –** Single Family detached dwellings, alley-served. Manor Homes shall be developed in accordance with the Single Family-8.5 District, except as otherwise regulated by the PD standards. Estate Homes shall be developed in accordance with the Single Family-7 District, except as otherwise regulated by the PD standards.

2. **Village Homes & Cottage Homes (BT-2)** – Single Family detached dwellings, alley-served. Village Homes shall be developed in accordance with the Patio Home District (zero-side option), except as otherwise regulated by the PD standards. Village Homes shall also be identified as "PH-55", indicating a minimum 55-foot lot width.

   Cottage Homes shall be developed in accordance with the Patio Home District (zero side option), except as otherwise regulated by the PD standards. Cottage Homes shall also be identified as "PH-40", indicating a minimum 40-foot lot width.

3. **Townhomes (BT-3)** – Single Family attached dwellings, alley-served. Includes units on individually platted, owner-occupied lots and for-rent units within the CareFlite noise contours. Townhomes shall be developed in accordance with the Townhome District, except as otherwise regulated by the PD standards.

4. **Multifamily (BT-4)** – Multifamily dwellings on all floors, four-story maximum height. A minimum of 80% structured parking shall be required.

5. **Mixed Use Multifamily (BT 5)** – Multifamily dwellings on upper three floors, multifamily and/or non-residential uses permitted on the ground floor, four-story maximum height. A minimum of 80% structured parking shall be required. Non-residential uses shall be limited to the uses permitted within the Retail District.

The applicant is also proposing an area of non-residential uses adjacent to the Fire Station.

6. **Commercial Flex (BT 6)** – Non-residential uses on all floors, four-story maximum height. Non-residential uses shall be limited to the uses permitted within the Retail District as it exists or may be amended.

RELATIONSHIP TO THE COMPREHENSIVE PLAN:

Due to its importance in preserving Frisco's reputation as being a desirable place to live and work, Chapter 5 of the 2006 Comprehensive Plan was devoted to Livability Strategies. "Livability", "Sustainability", "Placemaking", and "Sense of Place" are the foundations of the Comprehensive Plan and further explained below.

Livability – Creating 'livability' means "…creating environments which are 'people-centric' rather than 'auto-centric'…" The proposed neighborhood was designed in a manner to enhance the pedestrian experience. Short walkable blocks, front porches, and proximity to open space are all characteristics of a "people-centric" neighborhood. Alleys and garages in the rear of residential lots de-emphasizes the automobile and enhances the streetscape.

Sustainability – As referenced in Chapter 5, sustainable places are, "… stimulating places to live, work, shop, and play that are special and unique in a way that draws us to them…" The goal is to create neighborhoods which offer homes and amenities not necessarily found in every other neighborhood. In addition, providing "… a variety of housing types can aid in attracting residents with a true and long term commitment to the community. Residents who will reinvest in their homes and when circumstances change, they can continue to live in the same neighborhood, providing an intergenerational mix, security, and a socially supportive community. In the end, it is important that people will, over time, reinvest in their properties rather than just move on to other subdivisions." The proposed neighborhood embodies the "age-in-place" concept that is fundamental to sustainable developments. The mix of multifamily units, large "estate" and "manor" homes, "empty nester" patio homes, along with the senior living/assisted care component provide a complete life-cycle of housing choices within the same neighborhood.

Placemaking – The Comprehensive Plan outlines "Placemaking Principles for a Creative Community" (below). The proposed neighborhood utilizes the principles of diversity, choice, and authenticity by providing a mix of housing types, open space, and unique character.

PLACEMAKING PRINCIPLES FOR A CREATIVE COMMUNITY

Environments conducive to attracting and nurturing knowledge-workers and talent-driven businesses consistently exhibit the following themes. They serve as guiding principles for policies and strategies that can, over time, shape Frisco into a city poised to flourish in the growing creative economy.

Diversity encompasses both environmental and cultural diversity and speaks to interesting juxtapositions: Nature and urbanity; great new buildings and grand old ones; established affluence and entry-level upstarts; natives and newcomers; upscale retail and funky mom-and-pop shops; auto or streetcar or walking; all coexisting in a richly complex and stimulating environment. Diversity eschews the homogenous and over-designed, and celebrates the city as an evolving manifestation of many ideas and visions over time. It allows a diverse mix of individuals to find a "niche," and exposes them to a stimulating array of choices on a daily basis.

Choice offers the ability to select from a range of attractive alternatives for everything from housing to transportation options, from working environments to leisure time pursuits, from urban vitality to places of solace. Designing for choice has complex, but not unattractive implications. For example, walking as a primary mode of mobility is not a real choice unless a compact city form, a full mix of uses within walking distance, a well-designed sidewalk/crosswalk system and, to some extent, transit linking walkable enclaves are all in place to make that choice viable.

Authenticity is rooted in the unique environment, history and evolving culture of a region and community. Preserved natural features, older buildings, traditional, self-contained neighborhoods and a predominance of independent, locally-owned businesses over ubiquitous franchises serve as gauges of authenticity. By extension, authenticity is reinforced when new projects are designed to be compatible with their neighbors and larger urban context. The aggregate is a distinctive place whose character is a reflection of the uniqueness of its locale.

A vibrant public life extends beyond typical "park and recreation" pursuits to include a variety of choices for dining, shopping, schmoozing, exercise, informal meetings, people-watching, and walking. It balances home life with diverse leisure and entertainment choices in the city's streets, plazas, outdoor markets, parks and trails, as well as in "third places" such as coffee shops, outdoor cafes, pubs, bookstores and the like. Public life venues foster a sense of community, face-to-face conversation, debate and exposure to a range of thinking and ideas.

A stimulus-rich environment consistently engages both the full range of senses and the intellect through skillfully applied design principles—scale, rhythm, repetition, color—as well as through well crafted vernacular design, connections to nature, connections to the past, and exposure to cultural stimuli from street performances to public art. It can be embodied in ways as varied as long, dramatic vistas, visually exciting street scenes and rhythmic street tree plantings to rich architectural materials, engaging sign designs and pockets of seasonal color.

Source: *Places to Flourish*, James Richards
The Rise of the Creative Class, Richard Florida

Sense of Place – The Comprehensive Plan provides "Tools to Enhance a Sense of Place" which focuses on elements such as Axial Design, Hierarchy, Transitional Elements, and Dominant Features. The two "Canal Streets" in the proposed neighborhood are an example of Axial Design. The short blocks and walkability are examples of Hierarchy – maintaining a comfortable human scale. A seamless transition from one housing type to another is achieved by a continuation of distinctive elements such as open space locations and street trees. Dominant features, such as the canal streets, are also framed by taller architectural buildings that provide a Sense of Enclosure – an important feature of enhancing a sense of place.

Tools to Enhance a Sense of Place

Axial Design, in its classic form, arranges elements of a landscape or townscape along a strong linear sightline, or axis. It can create a very strong sense of order, even over great distances, as is usually associated with symmetry and formalism. A well-known example is the Capitol Mall in Washington, D.C,, where the Capitol dome, the Washington Memorial, its reflecting pool, and the Lincoln Memorial are centered on a single straight sightline. Closer to home, the Southlake Town Center uses axial design to lend order to the town square, where the central point between two historic trees is the origin of an axis that links the bandstand, the public fountain and the centerline of the City Hall façade

Hierarchy utilizes a variety of sizes of exterior spaces (or outdoor rooms) to create a variety of experiences in the landscape. It also helps clearly differentiate more important "rooms" from the minor support areas. This technique can greatly aid in reducing a grandly scaled space to a smaller, more comfortable human scale, and vice versa. The drama and excitement of an area can be enhanced greatly through hierarchical design.

Transition elements provide a perceivable link between adjacent spaces. Exterior spaces can seem endless and filled with a tremendous variety of separate objects, structures and planted areas.. However, these spaces and objects can be linked or blended by the use of transition elements, which can be a crucial aid to unity, way-finding and "sense of place". Repetition of a design element, coloring of architectural features, repeated use of a particular tree species—even the continuation of a distinctive paving pattern from one exterior space to the next—are all examples of transitional elements.

Dominant features create contrast and emphasis. Just as music crescendos to a climax and art generally needs a focus, outdoor spaces and communities are more effective and complete if a dominant element is discernable. An important feature for orientation, this focal point gives a place clarity and purpose, and creates unity in the space. The single church spire of a medieval village, the clock tower in the plaza, and the statue or fountain feature usually found in civic spaces, all create a center that all other elements of the space relate to.

Sense of enclosure is perhaps the single most important feature in the design of community spaces. A satisfactory sense of enclosure occurs when the relationship of the ground plane or "floor" of an exterior space and enclosing vertical "walls" (formed by building facades, rows of trees, or other vertical elements) form a comfortable feeling of containment akin to an "outdoor room." Sizes of such "rooms" vary dramatically, but the skillful design of the horizontal to vertical ratio shapes spaces appropriate for the activity, moods and emotions intended for the place. The activities or emotions that result from a walk down a friendly main street, a quiet conversation in an intimate townhouse garden, or a coin toss at a sports stadium are all quite different, yet these activities or emotions are at home in their respective spaces.

When the height of the verticals is greater than the distance between them, one becomes more aware of the vertical elements themselves rather than the space they create. If the horizontal distance between the vertical elements exceeds four times their height, then a sense of the enclosure is lost altogether. The most comfortable community spaces are those that fall between these two extremes at a ratio of two or three horizontal units to one vertical unit. With this ratio in mind, we can easily understand why shopping center parking lots and wide suburban parkways with extended building setback lines seem empty and undesirable, while narrower, more traditional streets with buildings at the sidewalk often have the comfortable feeling of an "outdoor room."

Source: *Community By Design*, Kenneth Hall and Gerald Porterfield

The Image of the City, Kevin Lynch

Future Land Use Plan – The Future Land Use Plan (FLUP) designates Mixed-Use, Non-Residential and Office uses on this property. The Comprehensive Plan defines Mixed-Use, Non-Residential as having 80% non-residential uses and 20% residential uses. Conversely, Mixed-Use, Residential is defined as having 80% residential uses and 20% non-residential uses.

The Comprehensive Plan outlines criteria for supporting the change from nonresidential to residential uses. Below are the criteria and staff's comments on each:

The area should be physically appropriate for residential uses.

- The property is located with access to Legacy Drive and Cotton Gin Road and interconnected with surrounding neighborhoods. This property is physically appropriate for residential uses.

The area is an extension of a residential neighborhood shown on the Future Land Use Plan and is not separated from the neighborhood by a major thoroughfare (or larger).

- The property is immediately adjacent to existing residential developments.

The rezoning will not create a situation where non-residential traffic will negatively impact established and proposed future neighborhoods.

- This rezoning request reduces the potential for non-residential traffic impacting adjacent neighborhoods. The minor amount of non-residential property with this request is focused towards Legacy Drive and should not impact existing or proposed neighborhoods.

The rezoning would not result in a shortage of land designated for non-residential development.

- There is an abundance of non-residential zoning along the Dallas North Tollway corridor. This rezoning will not result in a shortage on non-residential development.

The rezoning would not diminish the land base considered prime for future economic expansion.

- The rezoning would not diminish future economic expansion. Major office developments have been focused more along the Tollway corridor and not west of Legacy Drive.

The rezoning would not leave a residual tract of non-residentially-zoned property which would not conform to the Future Land Use Plan or which would negatively affect the proposed residential use.

- The request does not leave any residual tracts that do not conform to the Future Land Use Plan. The non-residential zoning that is proposed around the Fire Station is due to the noise study recommendation of not having residential uses in this area.

The rezoning would provide for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if positive integration of residential and non-residential land uses is not possible.

- The rezoning would provide for an appropriate transition from existing residential uses to the west and south to a more urban residential to the east and with the future Grand Park development.

Transportation Strategy

- **Thoroughfare Plan** – The Thoroughfare Plan shows Legacy Drive, a six-lane major thoroughfare along the eastern boundary of the property. Cotton Gin Road, a four-lane, minor thoroughfare and Diamond Point Lane, a major collector, are also shown on the Thoroughfare Plan.

  The Traffic Engineering Division is in support of the project's proposed changes to Cotton Gin Road, which would reduce it from the originally planned four-lane divided arterial roadway to a two-lane divided roadway with on-street parking and then terminate the road within the development rather than carrying it through as an arterial with a direct connection to Fourth Army Memorial Drive.

  Originally, Cotton Gin Road was planned as a minor arterial through the proposed Platinum Business Park development. With the change in zoning to residential and mixed-use land uses, there is a desire to change Cotton Gin Road to be the "main street" of the mixed-use component rather than an arterial that would convey traffic into and out of a large employment center. With Cotton Gin Road providing on-street parking, front door access, and primary pedestrian circulation for the buildings that will front it, it would be beneficial to reduce traffic volumes and speeds on the roadway.

  Therefore, Traffic Engineering supports terminating Cotton Gin Road within the mixed-use component of the project in order to discourage regional and/or cut-through traffic from using the roadway. Instead, traffic on the outskirts of the development will be able to use Diamond Point Lane and the existing portion of Cotton Gin Road to the south to travel between neighborhoods, Legacy Drive, and Stonebrook Parkway. Diamond Point Lane and the southern portion of Cotton Gin Road would be the collector streets for the area and would be compatible with this type of traffic because no buildings will front on them. If the corresponding Thoroughfare Plan Amendment is approved, the existing section of Cotton Gin Road to the south would never be widened to four lanes (which would further discourage cut-through traffic from entering these neighborhoods) and it would be renamed as Fourth Army Memorial Drive to remove any impression that it might connect directly to the east/west portion of Cotton Gin Road.

- **Traffic Impact Analysis** – A Traffic Impact Analysis is not required since the request for residential zoning represents a decrease in the number of trips compared to the trips generated by an office park development.

- **Access** – Access will be provided from Legacy Drive, Diamond Point Lane, Cotton Gin Road, and future Majestic Gardens Drive.

Environmental Considerations – The Comprehensive Plan does not identify any floodplain/wetland areas or sensitive habitats on the property.

Existing Utilities

- **Water –** Water lines exist along Legacy Drive, Diamond Point Lane, and Cotton Gin Road. A 36-inch water main also exists from Cotton Gin Road north through the property to Main Street. Service will need to be extended into the property at the time of development.
- **Sanitary Sewer** – Sanitary Sewer lines exist along Legacy Drive, Cotton Gin Road, and sanitary service is stubbed from adjacent properties to the west and south. Service will need to be extended into the property at the time of development.

Schools – The property is within the Frisco Independent School District. An elementary school is proposed along Cotton Gin Road south of this site and a middle school and high school are proposed along Stonebrook Parkway to the south. Frisco Independent School District has not indicated a need for an additional school on this site.

Parks – Grand Park is proposed east of the subject property. Parks has also acquired the "Teel Pond" property along High Shoals Drive and Teel Parkway to the west. Hike & Bike Trails are shown along Legacy Drive. While not part of the overall Hike & Bike Trail Master Plan, the applicant is proposing on-street bike lanes along Cotton Gin Road that will serve as a link from Teel Pond Park to Grand Park.

PROPOSED STREET SECTIONS

The applicant is proposing a one-way street section on the two "Canal Streets" that differ from the City's Codes. The Fire Department has reviewed these plans and have approved their use in this development, subject to the conditions outlined in the attached memo (see **Attachment A**).

PUBLIC MEETINGS & WORKSHOPS:

- HOA meetings – Meetings were conducted with residents of the Park Place Estates and the Village Lakes neighborhoods on October 15 and October 22, respectively.
- P&Z Workshops – The Planning & Zoning Commission held two Workshops on this zoning request on September 11 and 25.

- P&Z Tour – The Planning & Zoning Commission toured Hometown – North Richland Hills on May 31 and Addison Circle on October 23 to study local examples of TND and dense, urban-style neighborhoods.

SUMMARY:

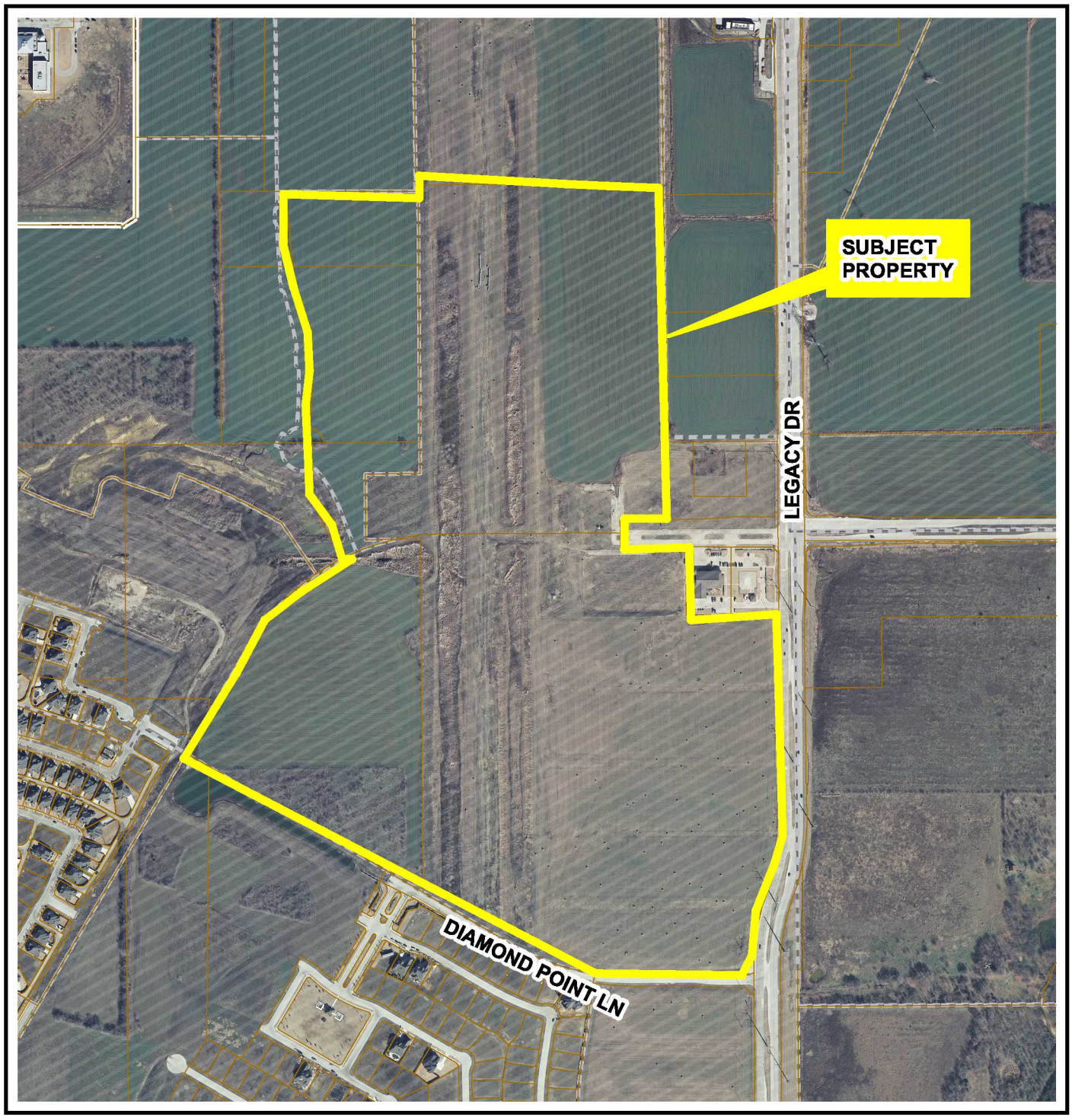
The applicant and staff have worked together over the past year to bring forward a plan that accentuates the principles and goals of the Comprehensive Plan. The applicant is proposing a mix of housing types, walkable and pedestrian-friendly streetscapes, and an age-in-place community that targets the housing needs of full the life-cycle. Staff is in support of the request.

RECOMMENDATION:

Recommended for approval subject to the Development Standards attached hereto as Exhibit D and the following condition:

1. The Property Owners Association (POA) and Homeowners Association (HOA) documents must include language regarding the CareFlite operation.

Z12-0019
Grand Park Canal District

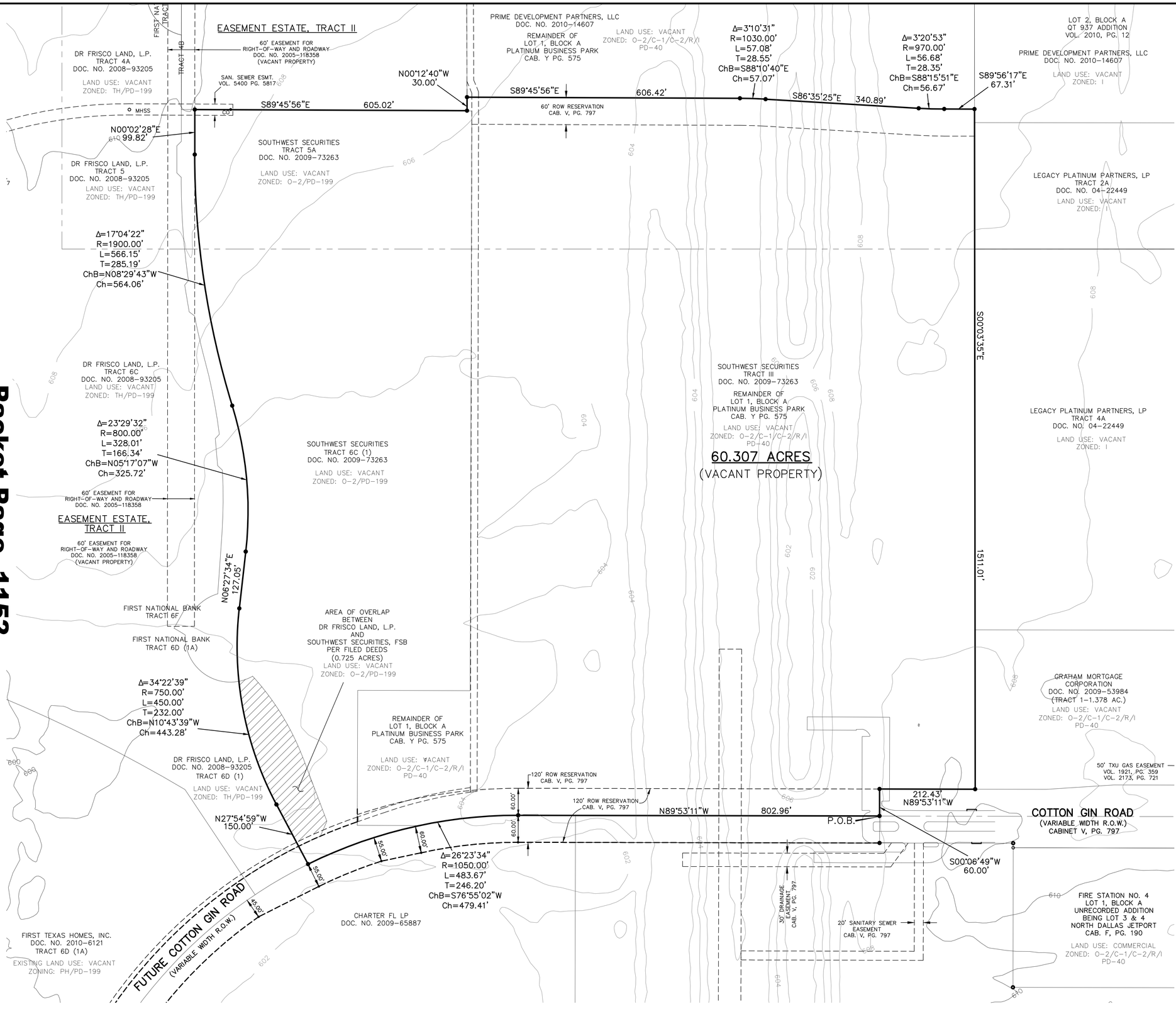


AGENDA ITEM #53.

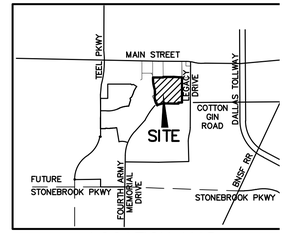
Packet Page -1152-

Plotted by: kpugh Plot Date: 8/13/12

Drawing: H:\Projects\ARC027\dwg\ARC027-Boundary.dwg Saved By: kpugh Save Time: 8/13/2012 10:05 AM



NOTE: NO FLOODPLAIN EXISTS ON THE PROPERTY



LOCATION MAP

GRAND PARK CANAL DISTRICT - NORTH:

BEING a parcel of land located in the City of Frisco, Denton County, Texas, a part of the Crain and Warren Surv Abstract Number 229, and being a part of the Jonathan G. Morrell Survey, Abstract Number 864, and being a part Lot 1, Block A, Platinum Business Park, an addition to the City of Frisco as recorded in Cabinet Y, Page 575, Denton County Plat Records, and also being all of Tract 1 and Tract 3 described in deed to Southwest Securities, FSB as recorded in Document Number 2009-73263, Denton County Deed Records and being further described as follows:

BEGINNING at a "PK" nail in concrete found at the southeast corner of said Tract 3, said point being in the centerline of Cotton Gin Road (a variable width right-of-way) according to the plat recorded in Cabinet V, Page 7 Denton County Plat Records;

THENCE North 89 degrees 53 minutes 11 seconds West, 802.96 feet along the south line of said Tract 3 to a five-eighths inch iron rod found for corner;

THENCE Southwesterly, 483.67 feet along the south line of said Tract 3 following a curve to the left, having a central angle of 26 degrees 23 minutes 34 seconds, a radius of 1050.00 feet, a tangent of 246.20 feet, and whose chord bears South 76 degrees 55 minutes 02 seconds West, 479.41 feet to a five-eighths inch iron rod found at the southwest corner of said Tract 1;

THENCE along the west line of said Tract 1 as follows:
North 27 degrees 54 minutes 59 seconds West, 150.00 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 450.00 feet along a curve to the right having a central angle of 34 degrees 22 minutes 39 seconds, a radius of 750.00 feet, a tangent of 232.00 feet, and whose chord bears North 10 degrees 43 minutes 39 seconds West, 443.28 feet to a one-half inch iron rod found for corner;
North 06 degrees 27 minutes 34 seconds East, 127.05 feet to a one-half inch iron rod found for corner;
Northwesterly, 328.01 feet along a curve to the left having a central angle of 23 degrees 29 minutes 32 seconds, a radius of 800.00 feet, a tangent of 166.34 feet, and whose chord bears North 05 degrees 17 minutes 07 seconds West, 325.72 feet to a five-eighths inch iron rod found for corner;
Northwesterly, 566.15 feet along a curve to the right having a central angle of 17 degrees 04 minutes 22 seconds, a radius of 1900.00 feet, a tangent of 285.19 feet, and whose chord bears North 08 degrees 29 minutes 43 seconds West, 564.06 feet to a one-half inch iron rod found for corner;
North 00 degrees 02 minutes 28 seconds East 99.82 feet to a five-eighths inch iron rod found at the northwest corner of said Tract 1;

THENCE South 89 degrees 45 minutes 56 seconds East, 605.02 feet to a one-half inch iron rod found for corner in the west line of said Tract 3;

THENCE North 00 degrees 12 minutes 40 seconds West, 30.00 feet to a five-eighths inch iron rod found at the northwest corner of said Tract 3;

THENCE along the north line of said Tract 3 as follows:
South 89 degrees 45 minutes 56 seconds East, 606.42 feet to a five-eighths inch iron rod found for corner;
Southeasterly, 57.08 feet along a curve to the right having a central angle of 03 degrees 10 minutes 31 seconds, a radius of 1030.00 feet, a tangent of 28.55 feet, and whose chord bears South 88 degrees 10 minutes 40 seconds East, 57.07 feet to a five-eighths inch iron rod found for corner;
South 86 degrees 35 minutes 25 seconds East, 340.89 feet to a five-eighths inch iron rod found for corner;
Southeasterly, 56.68 feet along a curve to the left having a central angle of 03 degrees 20 minutes 53 seconds, a radius of 970.00 feet, a tangent of 28.35 feet, and whose chord bears South 88 degrees 15 minutes 51 seconds East, 56.67 feet to a five-eighths inch iron rod found for corner;
South 89 degrees 56 minutes 17 seconds East, 67.31 feet to a five-eighths inch iron rod found at the northeast corner of said Tract 3;

THENCE along the east line of said Tract 3 as follows:
South 00 degrees 03 minutes 35 seconds East, 1511.01 feet to a five-eighths inch iron rod found for corner;
North 89 degrees 53 minutes 11 seconds West, 212.43 feet to an "X" in concrete found for corner;
South 00 degrees 06 minutes 49 seconds West, 60.00 feet to the POINT OF BEGINNING and containing 2,626,954 square feet or 60.307 acres of land.

100 50 0 100 200
1" = 100' - 0"

EXHIBIT A: FOR Z#

GRAND PARK CANAL DISTRICT – NORTH

60.307 ACRES OUT OF THE
CRAIN & WARREN SURVEY, ABSTRACT NO. 229 AND
THE JONATHAN G. MORRELL SURVEY, ABSTRACT NO. 864;
AND BEING A PART OF LOT 1, BLOCK A,
PLATINUM BUSINESS PARK

CITY OF FRISCO, DENTON COUNTY, TEXAS

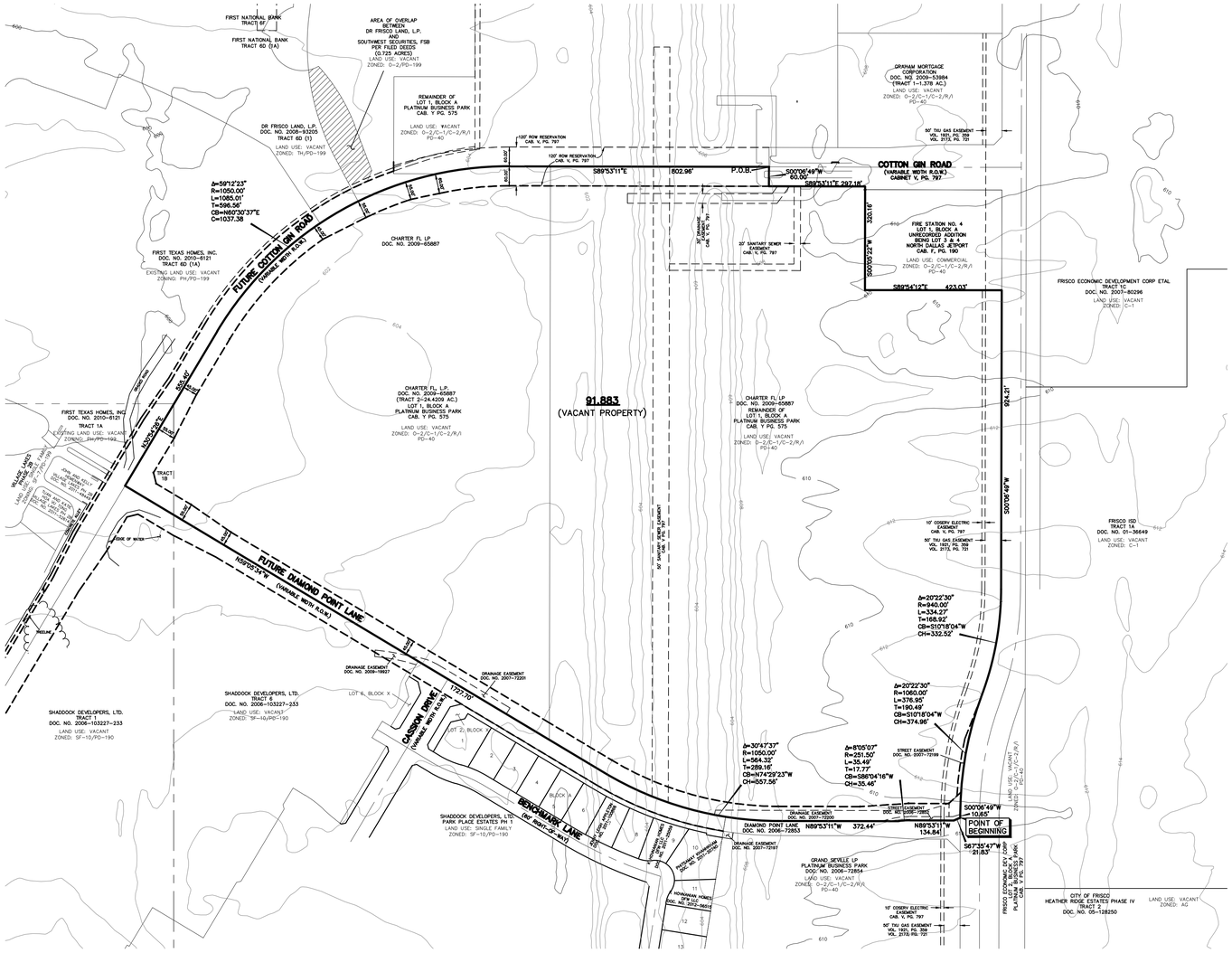
ARCADIA REALTY CORPORATION — APPLICANT
3500 Maple Avenue, Suite 1165
Dallas, Texas 75219
Contact: Bill Gietema
(972) 774-9110

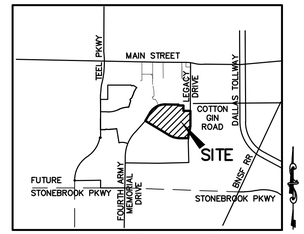
SOUTHWEST SECURITIES FSB — OWNER
1201 Elm Street, Suite 121
Dallas, Texas 75270
Contact: Stuart A. Bul
(469) 718-4625

JBI PARTNERS, INC. — SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jerry Sylo
(972) 248-7676

AUGUST 13, 2012

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LOCATION MAP

GRAND PARK CANAL DISTRICT - SOUTH:

BEING a parcel of land situated in the City of Frisco, Denton County, Texas, a part of the Crain and Warren Survey, Abstract No. 229, a part of the William Powell Survey, Abstract No. 1011, a part of Lot 1, Block A, Platinum Business Park, an addition to the City of Frisco as recorded in Cabinet Y, Page 575, Denton County Plat Records, and being that called 67.4618 acre tract of land and that called 24.4209 acre tract of land described in a substitute trustees deed and bill of sale to Charter FL, L.P. as recorded in Document Number 2009-65887, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod set at the southeast corner of said Lot 1, said point being the southeast corner of said 67.4618 acre tract of land, said point being the intersection of the west right-of-way line of Legacy Drive (a 120 foot wide right-of-way) with the centerline of Diamond Point Lane (a variable width right-of-way);

THENCE along the south line of said 67.4618 acre tract of land and along the south line of said 24.4209 acre tract of land as follows:
South 67 degrees 35 minutes 47 seconds West, 21.83 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 11 seconds West, 134.84 feet to a one-half inch iron rod set for corner;
Southwesterly, 35.49 feet along a curve to the left which has a central of 08 degrees 05 minutes 07 seconds, a radius of 251.50 feet, a tangent of 17.77 feet, and whose bears South 86 degrees 04 minutes 16 seconds West, 35.46 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 11 seconds West, 372.44 feet to a one-half inch iron rod set for corner;
Northwesterly, 564.32 feet along a curve to the right which has a central angle of 30 degrees 47 minutes 37 seconds, a radius of 1050.00 feet, a tangent of 289.16 feet, and whose chord bears North 74 degrees 29 minutes 23 seconds West, 557.56 feet to a one-half inch iron rod set for corner;
North 59 degrees 05 minutes 34 seconds West, 1727.70 feet to a 5/8 inch iron rod found at the southwest corner of said 24.4209 acre tract of land, said point being in the centerline of future Cotton Gin Road (a proposed 120 foot wide right-of-way);

THENCE along the north line of said 24.4209 acre tract of land and along the north line of said 67.4618 acre tract of land and along the future centerline of Cotton Gin Road as follows:
North 30 degrees 54 minutes 26 seconds East, 555.40 feet to a 5/8 inch iron rod found for corner;
Northeasterly, 1085.01 feet along a curve to the right which has a central of 59 degrees 12 minutes 23 seconds, a radius of 1050.00 feet, a tangent of 596.56 feet, and whose bears North 60 degrees 30 minutes 37 seconds East, 1037.38 feet to a 5/8 inch iron rod found for corner;
South 89 degrees 53 minutes 11 seconds East, 802.96 feet to an "X" in concrete found for corner;

THENCE South 00 degrees 06 minutes 49 seconds West, 60.00 feet to a 5/8 inch iron rod found for corner in the future south right-of-way line of Cotton Gin Road;

THENCE South 89 degrees 53 minutes 11 seconds East, 297.18 feet along the future south right-of-way line of Cotton Gin Road to a 5/8 inch iron rod found for corner;

THENCE South 00 degrees 05 minutes 22 seconds West, 320.16 feet to a one-half inch iron rod found at the southwest corner of Lot 3, Block 1, North Dallas Jetport, an addition to the City of Frisco as recorded in Cabinet F, Page 190, Denton County Plat Records;

THENCE South 89 degrees 54 minutes 12 seconds East, 423.03 feet to a 5/8 inch iron rod found at the southeast corner of Lot 4, Block 1 of said North Dallas Jetport addition, said point being in the west right-of-way line of Legacy Drive;

THENCE along the west right-of-way line of Legacy Drive as follows:
South 00 degrees 06 minutes 49 seconds West, 924.21 feet to a 5/8 inch iron rod found for corner;
Southwesterly, 334.27 feet along a curve to the right which has a central of 20 degrees 22 minutes 30 seconds, a radius of 940.00 feet, a tangent of 168.92 feet, and whose bears South 10 degrees 18 minutes 04 seconds West, 332.52 feet to a one-half inch iron rod set for corner;
Southwesterly, 376.95 feet along a curve to the left which has a central angle of 20 degrees 22 minutes 30 seconds, a radius of 1060.00 feet, a tangent of 190.49 feet, and whose chord bears South 10 degrees 18 minutes 04 seconds West, 374.96 feet to a one-half inch iron rod set for corner;
South 00 degrees 06 minutes 49 seconds West, 10.65 feet to the POINT OF BEGINNING and containing 4,002,409 square feet or 91.883 acres of land.

200 100 0 200 400
1" = 200' - 0"

EXHIBIT A: FOR Z#

GRAND PARK CANAL DISTRICT–SOU

91.883 ACRES OUT OF THE
CRAIN & WARREN SURVEY, ABSTRACT NO. 229 AND
THE WM. POWELL SURVEY, ABSTRACT NO. 1011
AND BEING A PART OF LOT 1, BLOCK A,
PLATINUM BUSINESS PARK

CITY OF FRISCO, DENTON COUNTY, TEXAS

ARCADIA REALTY CORPORATION	APPLICA
3500 Maple Avenue, Suite 1165 Dallas, Texas 75219 Contact: Bill Gietema	(972) 774–9
CHARTER FL LP	OWN
47 Highland Park Village, Suite 200 Dallas, Texas 75205 Contact: Ray W. Washburne	(214) 999–1
JBI PARTNERS, INC.	SURVEYOR/ENGINE
16301 Quorum Drive, Suite 200 B Addison, Texas 75001 Contact: Jerry Sylo	(972) 248–7

AUGUST 13, 2012

Sheet 1 o

NOTE: NO FLOODPLAIN EXISTS ON THE PROPERTY

Plotted by: kpugh Plot Date: 8/13/2012 10:21 AM
8/13/2012 10:05 AM AGENDA ITEM #53.

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AGENDA ITEM #53.

ARCADIA

GRAND PARK CANAL DISTR

OVERALL MASTER PLAI FOR REFERENCE ONLY

EXHIBIT C: FOR Z#_____

Development Team

Owner (North of Cotton Gin Rc
Southwest Securities FSB
1201 Elm Street, Suite 121
Dallas, TX 75270
Contact: Stuart A. Bul
Phone: 469-718-4625

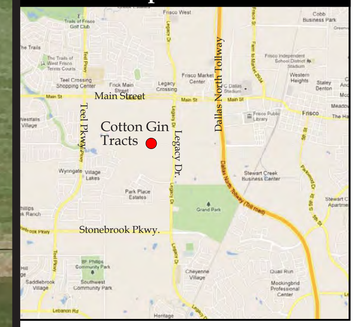
Owner (South of Cotton Gin Rc..,
Charter FL LP
47 Highland Park Village, Suite 200
Dallas, TX 75205
Contact: Ray W. Washburne
Phone: 214-999-1010

Applicant:
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Planner / Landscape Architect:
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Phone: 214-744-0757

Engineer / Surveyor:
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16301 Quorum Drive, Suite 200B
Addison, Texas 75001
Contact: Jeffrey Miles, P.E.
Phone: 972-738-0218

Location Map



TBG

N. T. S.
For Reference Only

December 10, 2012

The information shown is based on the best information available and is subject to change without notice.

Notes:
- 1 foot contour interval
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

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Residential Product Summary (North)

	Product	Units	Acres	Density	% Un.
	Village	84	46.3	5.1	11.5%
	Cottage	95			13.0%
	Townhome	56			7.7%
	Senior Living (Independent Living & Assistant Living)	495	14.0	35.4	67.8%
	Total	730	60.3	12.1	100%

Flex Space (North)

	Product	Area
	Cotton Gin Road Flex Frontage	TBD

Note: 1 foot contour interval

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Grand Park Canal District

Master Plan North

Exhibit C-1N: for Z#_____

Development Team

Owner (North of Cotton Gin Rd.):
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Dallas, TX 75270
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Phone: 469-718-4625

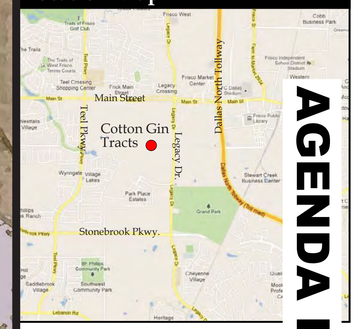
Owner (South of Cotton Gin Rd.):
Charter FL LP
47 Highland Park Village, Suite 200
Dallas, TX 75205
Contact: Ray W. Washburne
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Contact: Jeffrey Miles, P.E.
Phone: 972-738-0218

Location Map



TBG

Scale 1"=100'
0' 100' 2

December 10, 2012

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AGENDA ITEM #53.

MATCHLINE: Reference Exhibit C-1N

Cotton Gin Road

Legacy Drive

Diamond Point Lane

Village Lakes

Park Place Estates

Diamond Point Estates

Townhome
For Sale

Flats
For Rent

Townhome
For Rent

Flats
For Rent

Flats
For Rent

Flats
For Rent

Townhome
For Rent

Fire Station
No vehicular connections will be made to fire station.

Surface Parking

Commercial Flex

Parking Structure

Parking Structure

Canal

Open Space

Single-Family Residential

Divided roadway to this point

30 ft. pavement to this point

36 ft. pavement in this segment

Note: 1 foot contour interval

Residential Product Summary (South)

Product	Units	Acres	Density	% Un.
Manor	43	45.7	3.8	3.4%
Estate	73			5.9%
Townhome	58			4.7%
Urban Living		40.3	26.6	
- Townhome	121			9.7%
- Flats	949			76.3%
Total	1,244	91.9	13.5	100%

Urban Living Parking Summary (South)

Parking Type	Spaces	
Parallel	365	Non-Structured Parking
90° Surface	81	
Tandem	120	
Private Garage	593	Structured Parking
Garage - Surface	345	
Garage - Elevated	346	
Total Provided	1850	100%
Required Parking (@1.5 avg.) = 1605		
Structured Parking at 80% of Required Parking		

Non-Residential Use Summary (South)

Product	Acres
Commercial Flex	5.9

Flex Space (South)

Symbol	Flex Frontage Location	Area
	Cotton Gin Road Flex Frontage	27,048 SF
	Legacy Road Flex Frontage	37,449 SF
	Commercial Parcel Frontage	7,641 SF
	Total	72,138 SF

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Grand Park Canal Distr

Master Plan South

Exhibit C-1S: for Z#_____

Development Team

Owner (North of Cotton Gin Rc
Southwest Securities FSB
1201 Elm Street, Suite 121
Dallas, TX 75270
Contact: Stuart A. Bul
Phone: 469-718-4625

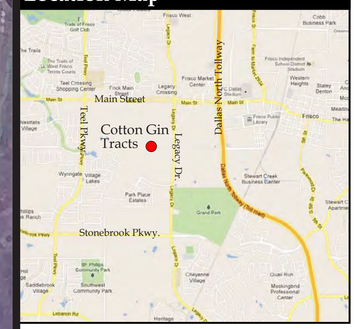
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Contact: Jeffrey Miles, P.E.
Phone: 972-738-0218

Location Map



TBG

Scale 1"=100'
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December 10, 2012

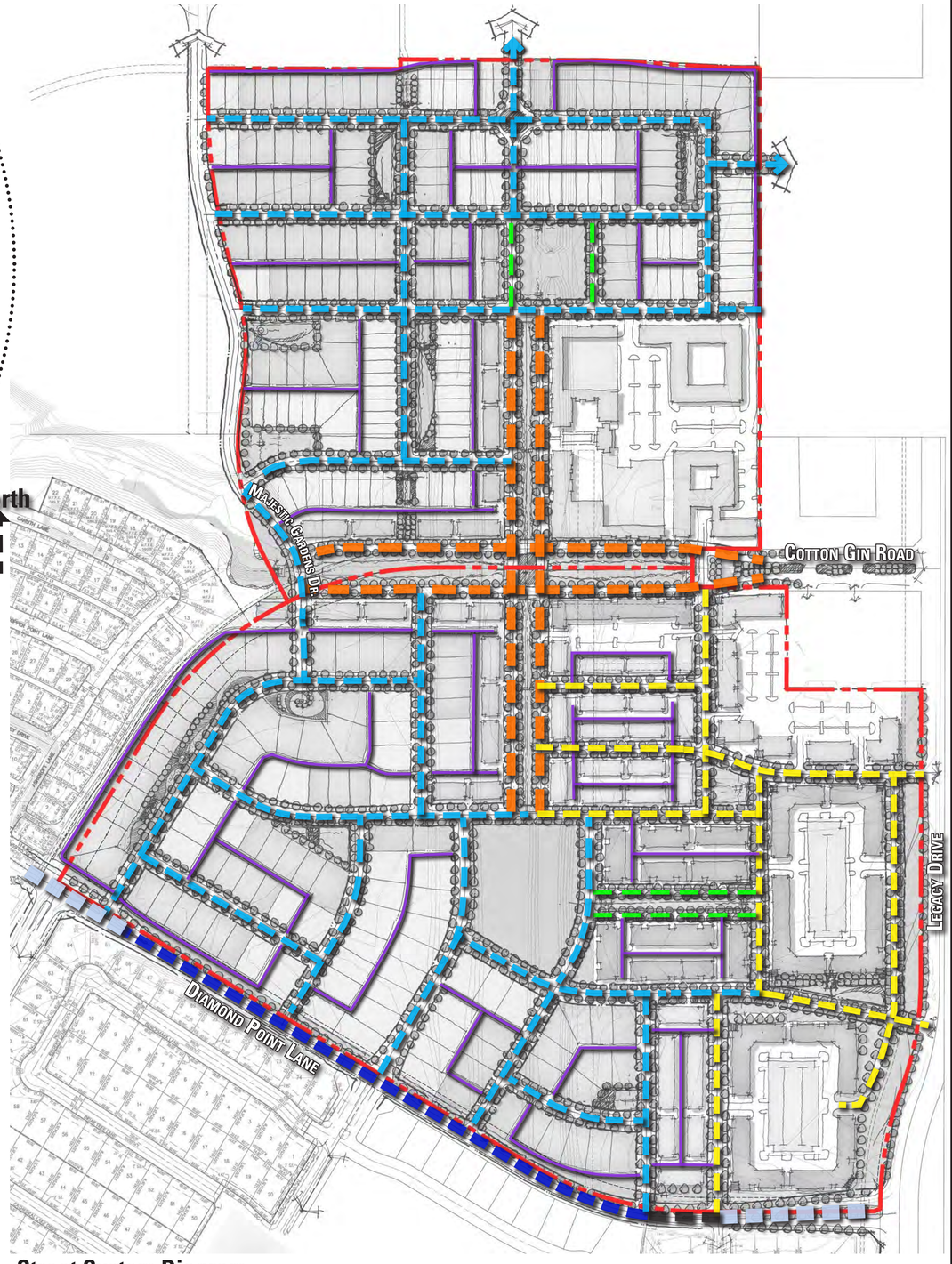
The information shown is based on the best information available and is subject to change without notice.

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Open Space Plan

Open Space Summary				
	Location	Open Space	Site Area	% of Site
	Open Space North of Cotton Gin Rd.	6.2 acres	60.3 acres	10%
	Open Space South of Cotton Gin Rd.	10.0 acres	91.9 acres	11%
	Total	16.2 acres	152.2 acres	11%



Street System Diagram

Street Types			
Symbol	Street Type	Symbol	Street Type
	Proposed Canal Street		Frisco Local Type G - Rear Entry
	Frisco Type B Thoroughfare Intersection		Frisco Zipper Street
	Frisco Local Type D		Frisco Alley
	Proposed Local Collector Type F		Proposed One-Way Couplet Street

Note: Street Description, and proposed street sections on Exhibits C-3 and C-4.

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Grand Park Canal District

Open Spaces & Open Space Plan, Street Systems

Exhibit C-2: for Z#_____

Development Team

Owner (North of Cotton Gin Rd.):
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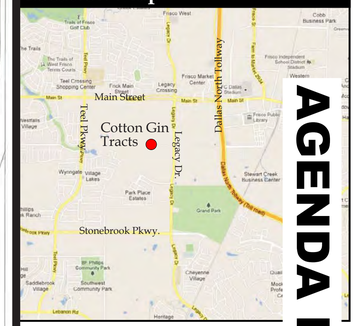
Owner (South of Cotton Gin Rd.):
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Location Map



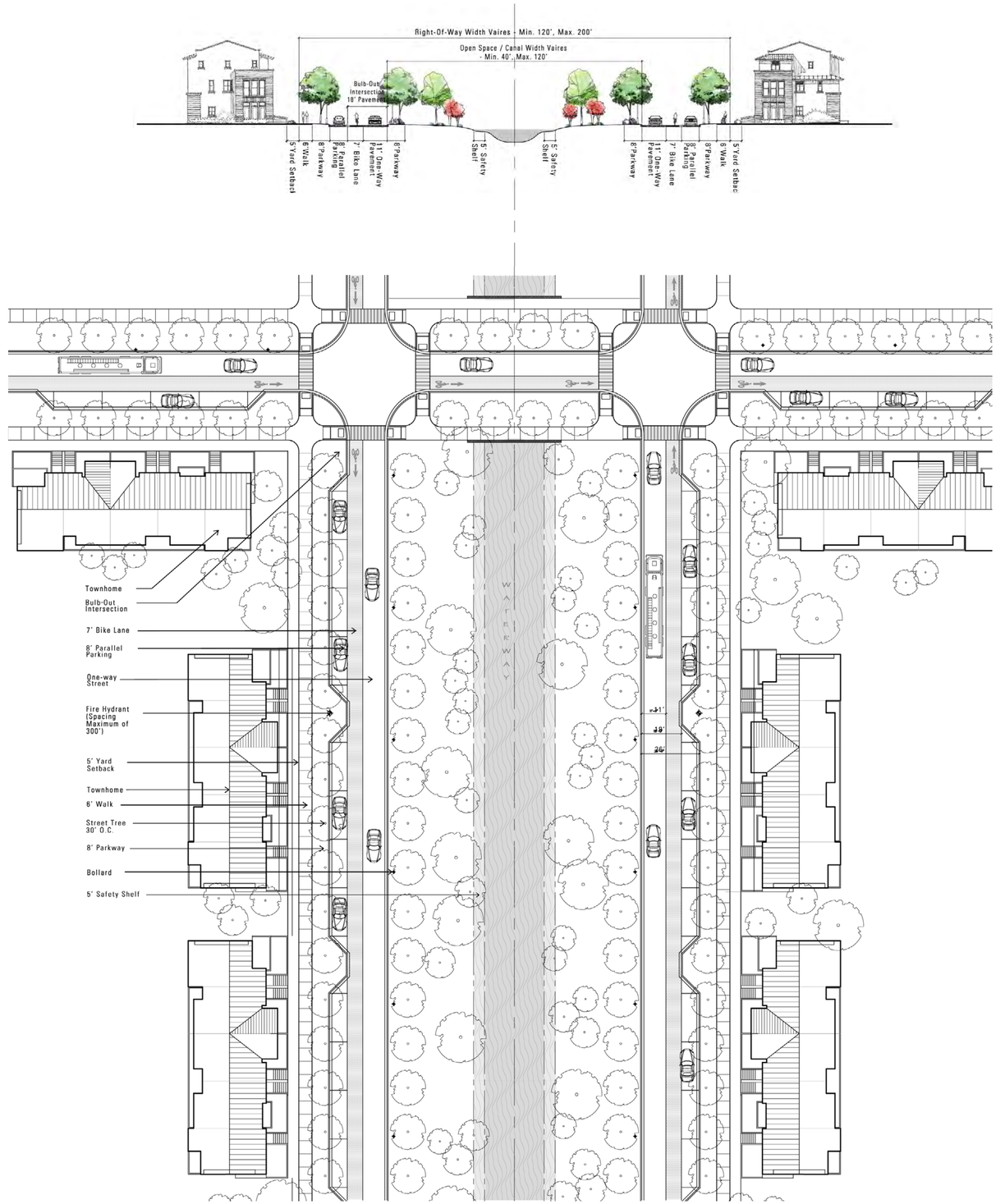
TBG

Scale 1"=200'
0' 200' 400'

December 10, 2012

The information shown is based on the best informa... and is subject to change without notice.

AGENDA ITEM #53.



Canal Street Section

Scale 1"=20'

0' 20' 40'

GRAND PARK CANAL DISTR

CANAL STREET TYPE OF ...S

EXHIBIT C-3: FOR Z#_____

Development Team

Owner (North of Cotton Gin Rd
Southwest Securities FSB
1201 Elm Street, Suite 121
Dallas, TX 75270
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Phone: 469-718-4625

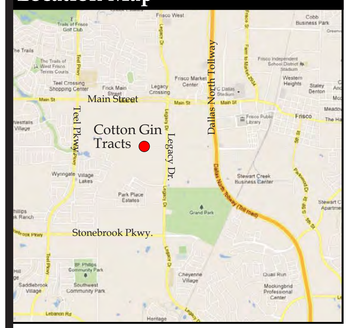
Owner (South of Cotton Gin Rd...
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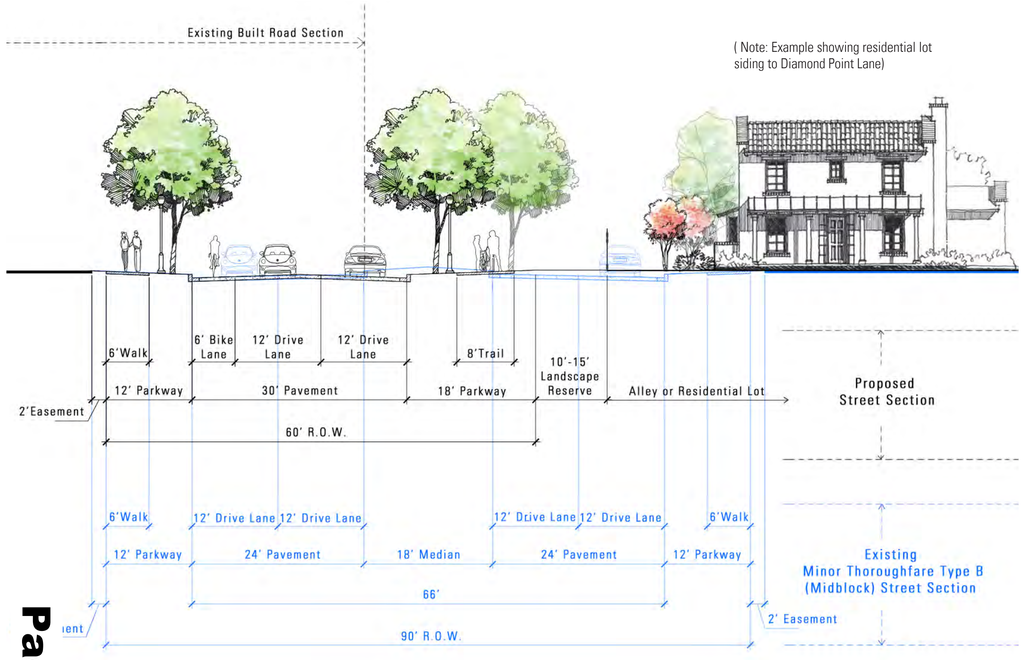
Engineer / Surveyor:
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Location Map



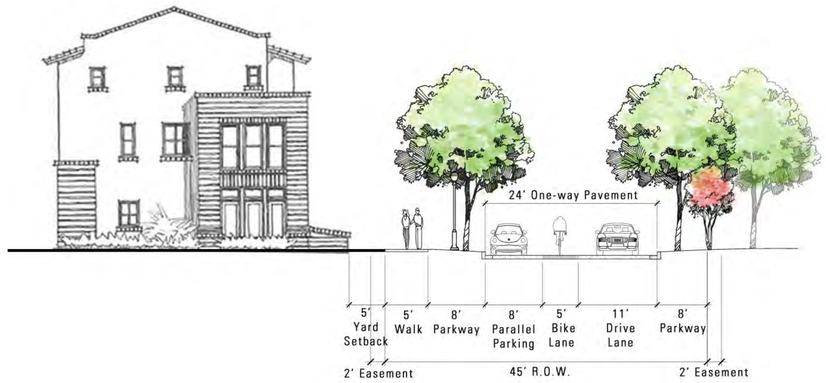
December 10, 2012

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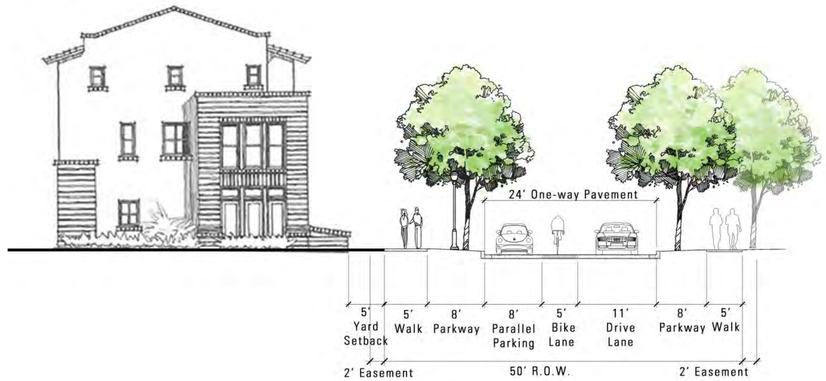
oposed Local Collector Type F Street Section (Diamond Point Lane)

Scale 1"=10'
0' 10' 20'



One-Way Couplet Street Section (along southern linear open space)

Scale 1"=10'
0' 10' 20'



One-Way Couplet Street Section (around northern open space)

Scale 1"=10'
0' 10' 20'

Street Types

Symbol	Street Type	R.O.W.	Pavement Width	Parking	Notes
	Proposed Canal Street	120-200 ft.	two 24 ft. including bike lane	parallel	modern context directing multimodal thoroughfare
	Frisco Type B Thoroughfare Intersection	110 ft.	two 24 ft.+ turn	prohibited	intersections to remain as a Type B Thoroughfare Intersection
	Frisco Local Type D	60 ft.	36 ft. pavement	prohibited	transitional segment from Type B to Type F
	Proposed Local Collector Type F	60 ft.	30 ft. including bike lane	prohibited	downsizing from a Minor Type B, and including a bike lane
	Frisco Local Type G - Rear Entry	60 ft.	26 ft.	on-street	as defined in Frisco Engineering Standards
	Frisco Zipper Street	60 ft.	22 ft. + 9 ft. & 9 ft. parking	parallel	as defined in Frisco Engineering Standards
	Frisco Alley	18 ft.	12 ft.	prohibited	as defined in Frisco Engineering Standards
	Proposed One-Way Couplet Street	45 - 50 ft.	24 ft. including bike lane	parallel	one-way couplet streets adjacent to park / open space

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ARCADIA

GRAND PARK CANAL DISTRICT

STREET TYPES

EXHIBIT C-4: FOR Z#_____

Development Team

Owner (North of Cotton Gin Rd.):
Southwest Securities FSB
1201 Elm Street, Suite 121
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Phone: 469-718-4625

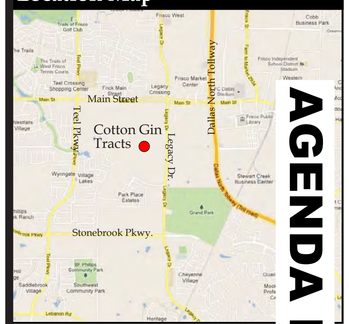
Owner (South of Cotton Gin Rd.):
Charter FL LP
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Contact: Ray W. Washburne
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Location Map



AGENDA ITEM #53.

TBG

December 10, 2012

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Note: Illustration is intended to graphically show how an "attached green" generally relates to residential buildings, and communicates the maximum distance limitation from the front street curb to the back of the rear structure. This illustration is not intended to communicate actual detail design intent, nor a specific open space location on the concept plan.

ARCADIA

GRAND PARK CANAL DISTR

ATTACHED GREEN BLOWUP EXAMPLE

EXHIBIT C-5: FOR Z#_____

Development Team

Owner (North of Cotton Gin Rc
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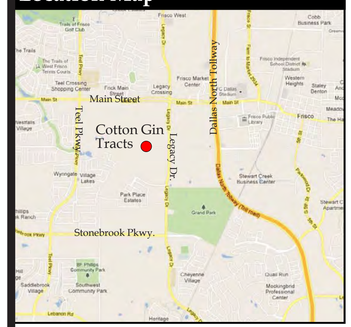
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Location Map



TBG

Scale 1"=40'
0' 40' 80'

December 10, 2012

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ARCADIA

EXHIBIT D

GRAND PARK CANAL DISTRICT DEVELOPMENT CODE

FRISCO, TX

A DEVELOPMENT BY

Arcadia Realty Corporation, LLC

3500 Maple Ave, Suite 1165

Dallas, TX

Bill Gietema, Principal

972 774 9110

CONTRIBUTING AUTHORS

TBG Partners, Landscape Architects

Townscape, Inc.; JBI Consulting Engineers

Gateway Planning, Inc.; Roaring Brook

Development Company

TABLE OF CONTENTS

- Establishment of Zoning Districts/Building Types
- Key Plan of Proposed Building Types
- Single Family Attached and Detached Building Types
- Multifamily Building Types
- Commercial Building Types
- Streetscape Standards and General Rights
- Parking Standards

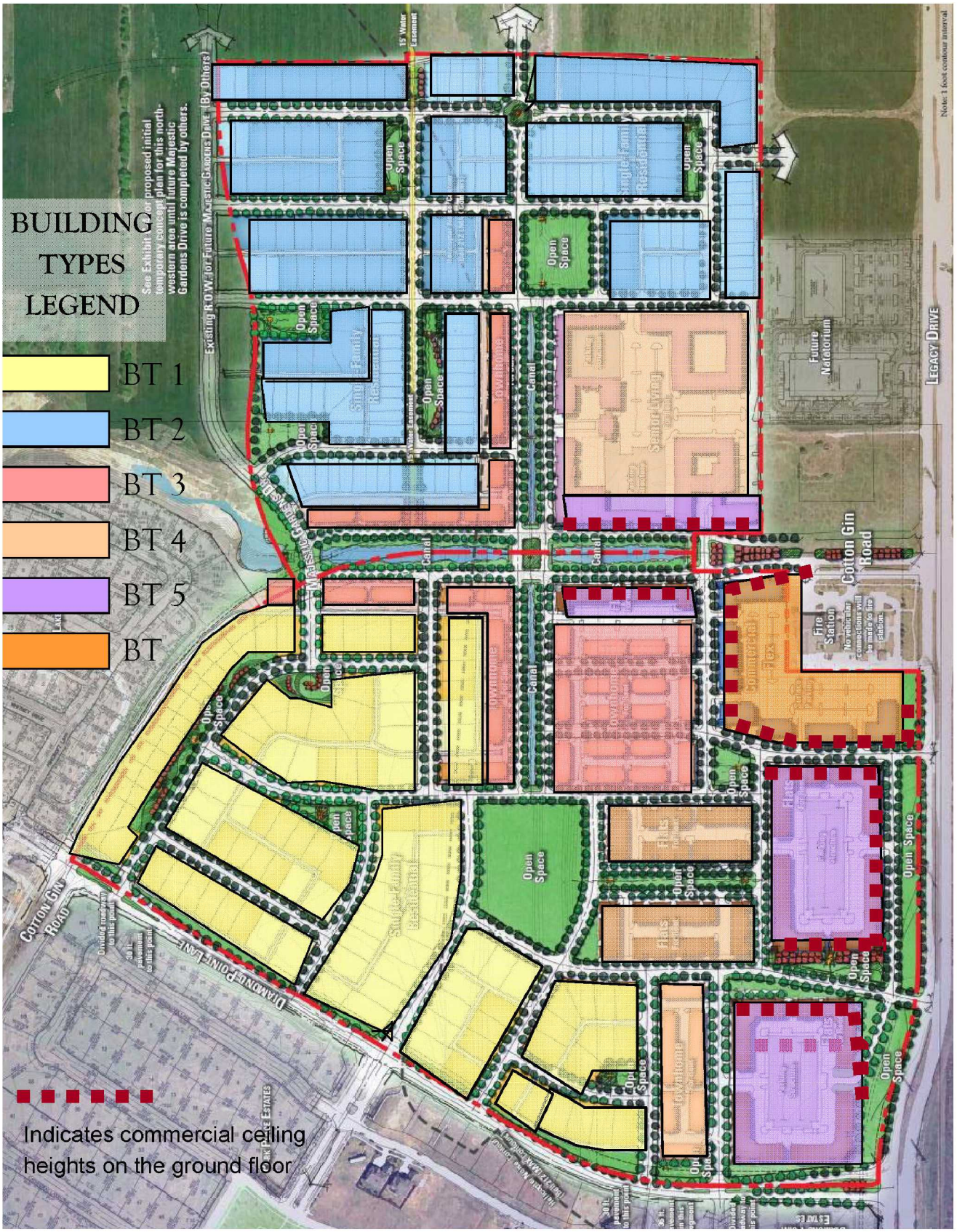
Section I. ESTABLISHMENT OF BUILDING TYPES AND ZONING

This Planned Development District establishes the following Building Types and Land Uses which are related to the associated Zoning Districts where appropriate.

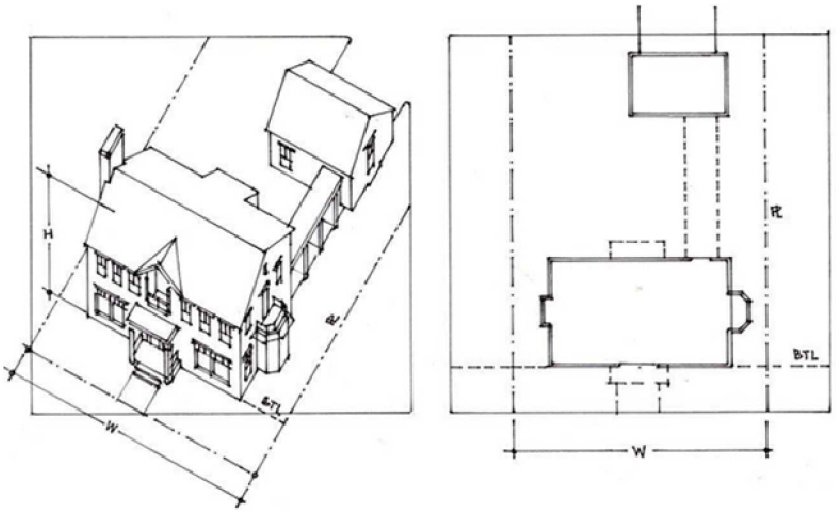
1. Building Type 1 (BT 1)
    a. Single Family detached dwellings
    b. Unless otherwise regulated by this PD, the "BT 1 Manor Homes" shall be developed in accordance with the Single Family-8.5 District as it exists or may be amended.
    c. Unless otherwise regulated by this PD, the "BT 1 Estate Homes" shall be developed in accordance with the Single Family-7 District as it exists or may be amended.
2. Building Type 2 (BT 2)
    a. Single Family detached Patio Homes
    b. Unless otherwise regulated by this PD, the "BT 2 Village Homes" shall be developed in accordance with the Patio Home District (zero side or centered option) as it exists or may be amended and shall also be identified as "PH-55" to indicate a minimum 55-foot lot width.
    c. Unless otherwise regulated by this PD, the "BT 2 Cottage Homes" shall be developed in accordance with the Patio Home District (zero side option) as it exists or may be amended and shall also be identified as "PH-40" to indicate a minimum 40-foot lot width..
3. Building Type 3 (BT 3)
    a. Single Family attached dwellings on individually platted lots
    b. Unless otherwise regulated by this PD, the "BT 3 Townhomes" shall be developed in accordance with the Townhome District (zero side option) as it exists or may be amended.
4. Building Type 4 (BT 4)
    a. Multifamily Dwellings on all floors

5. Building Type 5 (BT 5)
    a. Multifamily Dwellings and/or Non-Residential uses permitted on the ground floor.
    b. Multifamily Dwellings permitted on the upper floors.
    c. The Non-residential uses shall be limited to the uses permitted within the Retail District as it exists or may be amended.
6. Building Type 6 (BT 6)
    a. Nonresidential uses on all floors.
    b. The Non-residential uses shall be limited to the uses permitted within the Retail District as it exists or may be amended.

Section II. KEY PLAN OF PROPOSED BUILDING TYPES



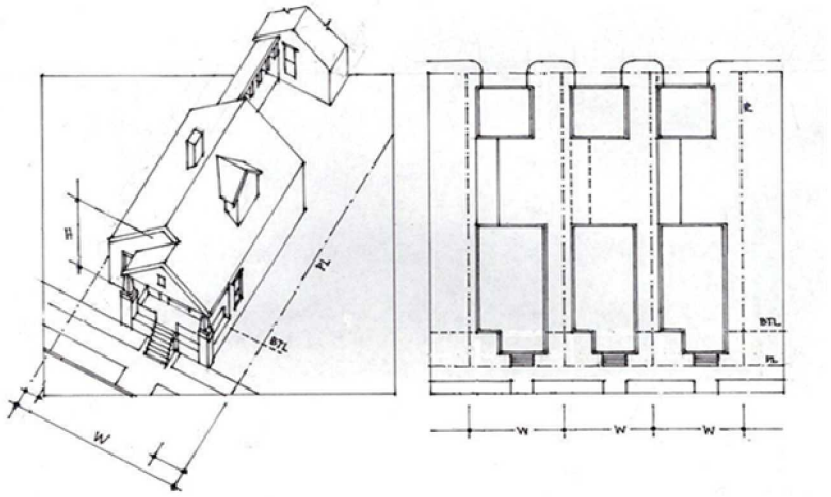
Section III. BUILDING TYPES 1, 2, 3



BUILDING TYPE 1 (BT 1)

Manor Homes – (SF-8.5)

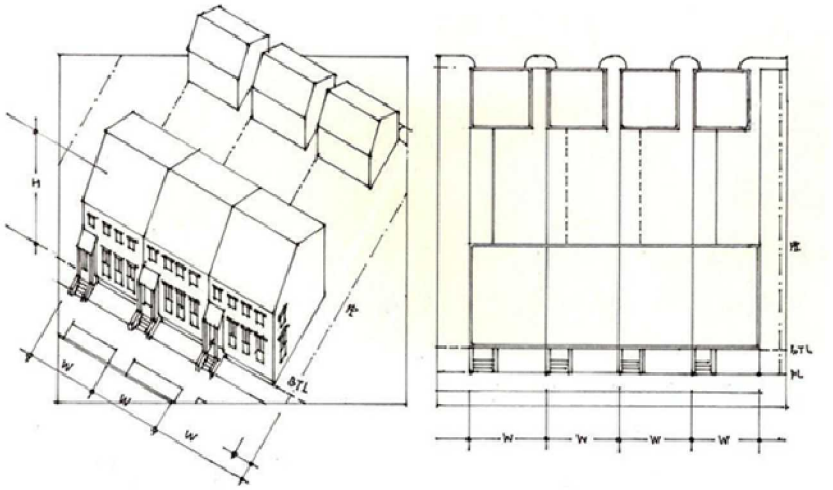
Estate Homes – (SF-7)



BUILDING TYPE 2 (BT 2)

Village Homes – (PH-55)

Cottage Homes – (PH-40)



BUILDING TYPE 3 (BT 3)

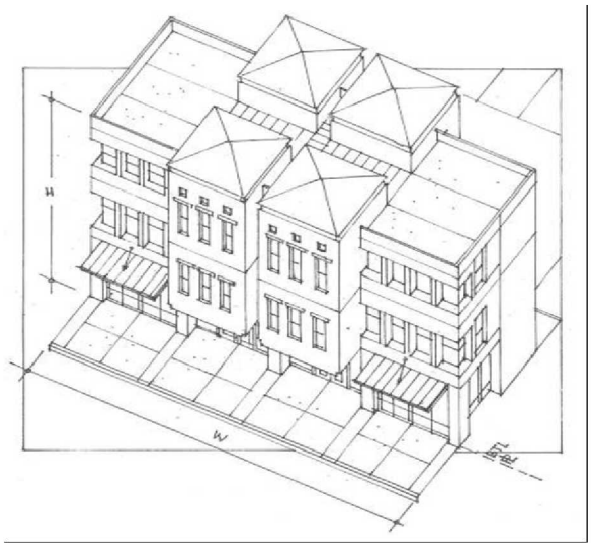
Townhomes – (TH)

Section IV. BUILDING TYPES 4, 5, 6



BUILDING TYPE 4

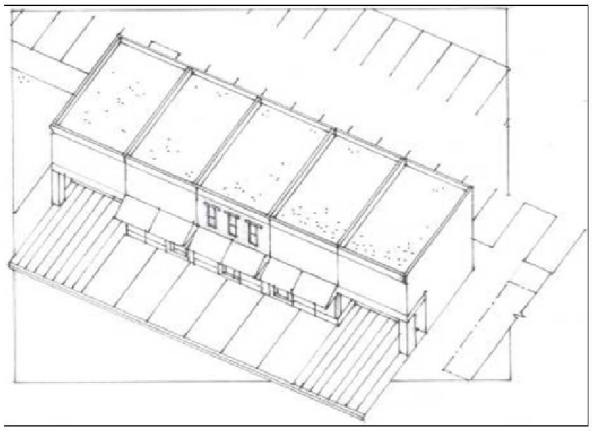
- Ground floor multifamily
- Upper floors multifamily
- Comply with multifamily building standards



BUILDING TYPE 5

- Ground floor commercial or multifamily
- Upper floors multifamily
- Comply with Commercial building standards

Dashed line indicates commercial ceiling heights on the ground floor.



BUILDING TYPE 6

- Ground floor commercial
- Upper floors commercial
- Comply with Commercial Building Standards

Dashed line indicates commercial ceiling heights on the ground floor.

See notes and lot types on the following page

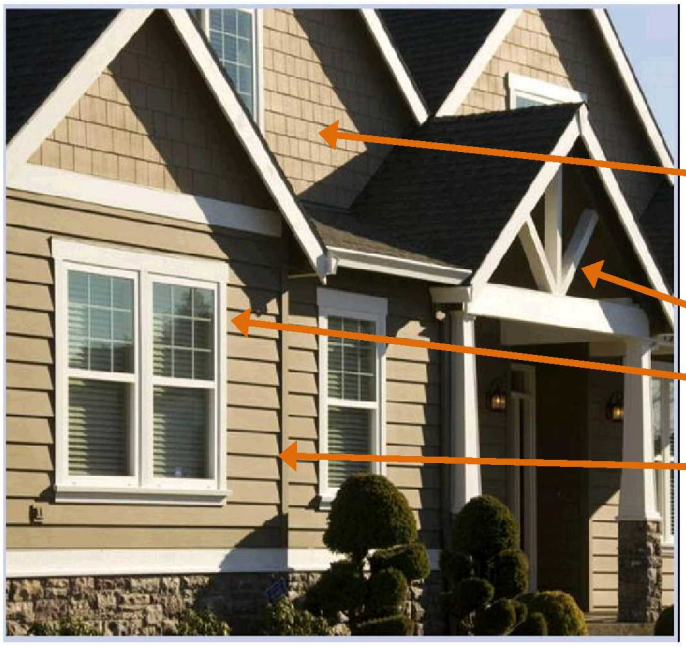
Section V. BUILDING STANDARDS FOR BUILDING TYPES 1, 2, 3: SINGLE FAMILY ATTACHED AND DETACHED

1. Materials—Permitted and Prohibited:

a. Materials for structures will be in compliance with these Development Standards.

b. Minimum exterior façade—90 percent masonry façade. Acceptable masonry includes brick, stone, cast stone, and stucco. Simulated or cultured masonry products may be permissible upon review and approval by the Director.

c. Cementitious Fiberboard **is permitted on single-family detached homes upon approval of a Pattern Book (see rules below).**



1.c. Cementitious Fiberboard Rules:

i. The color scheme shall consist of at least three colors: one for the Trim, one for the Clapboard and one other color to be selected;
ii. Soffits shall be finished and painted.
iii. All windows shall have trimmed window surrounds, or have shutters;
iv. Lap-sided clapboard style or simulated shingle style is required.
v. Pattern Book of styles shall be approved by the Planning & Zoning Commission in conjunction with the Preliminary Plat.

BUILDING TYPE MATRIX FOR BUILDING TYPES 1, 2, 3

Development Standards (11,12)	Lot Widths Minimum (W)	Lot Depth Minimum (2)	Minimum Side Yard (8)	Rear-loaded Covered Parking (3)	Min. Off Street Enclosed Parking Spaces per Dwelling Unit (3)	Garage Set Back from ROW to garage door (14); 3' to bldg	Maximum Height (H) (4)	Gifts to the Street (5)	Front Set Back	Porch / Depth Minimum measured to outside edge of deck(5)	Home Occupation Dwelling (11, 12)	Accessory Unit	Maximum Lot Coverage by Buildings	APPLICABLE ILLUSTRATION
Types														**Prototypical Building Types**
Manor (Type 1)	75'+	110'	7'	R (6)	2	7'	25'	A	20'	A/7'	A	A (7)	55%	BUILDING TYPE 1
Estate (Type 1)	65'	110'	7'	R (6)	2	7'	25'	A	15'	A/7'	A	A (7)	55%	BUILDING TYPE 1
Village (Type 1)	55'	110'	3'-7'	R (6)	2	7'	25'	A	10'	A/7'	A	A (7)	70%	BUILDING TYPE 1
Cottage (Type 2)	40'	100'	3'-7'	R(6)	2	7'	25'	A	10'	A/7'	A	A (7)	75%	BUILDING TYPE 2
Townhome (Type 3)	25' (9)	80'	5' @ end unit	R(6)	1	7'	25'/ 35' (10)	A	5'	A	A	N	80%	BUILDING TYPE 3

(1) Not Used

(2) Lot depth minimums for lots fronting on a Mews or Court may be reduced by 10 feet.

(3) An enclosed garage or a carport shall be constructed of the same material as the main residential structure. Rear-loaded attached garages may be attached at the side property line.

(4) Measured from slab to the parapet or the eave line.

(5) Porches, stoops, bay windows, balconies, masonry clad chimneys, sunrooms, attached pergolas and colonnades ("Gifts to the Street") may encroach beyond the minimum building setback no more than 10 feet for a given street, except the encroachment shall not exceed 5 feet on "side streets."

(6) Covered breezeways connecting the garage and the house shall be allowed.

(7) An accessory unit shall be 400 to 800 square feet; may have kitchens and bathrooms; but shall not require a separate water meter.

(8) Side yard 7' unless a 3'/7' ("zero" lot line) split for Cottage & Village lots. A 5' side yard, if no fence is built parallel to the Property Line for a total of 10' 0" between buildings. A 10' minimum side yard setback on all corner lots.

(9) 2 to 8 units shall be allowed per attached building.

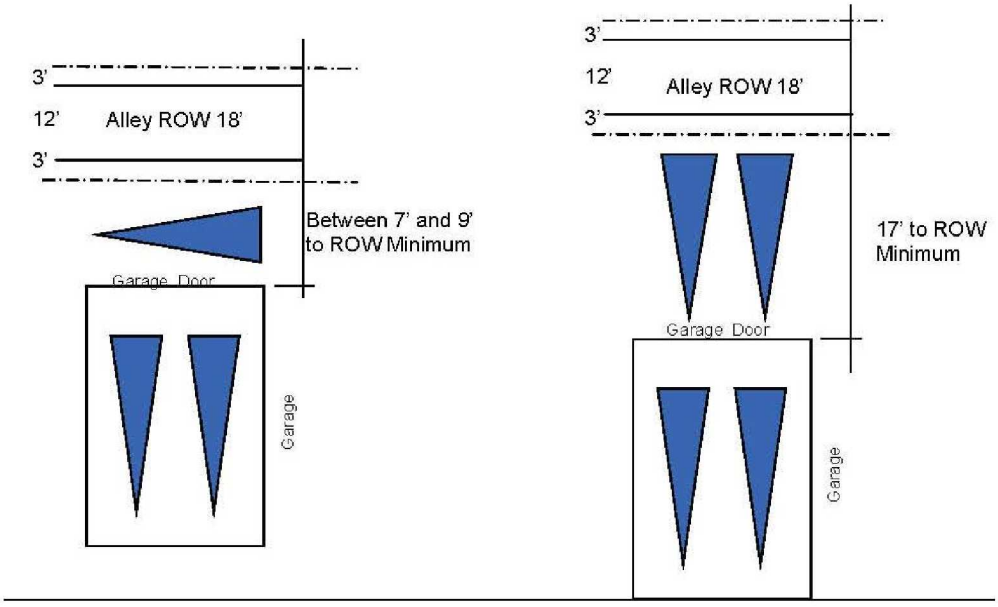
(10) 35' allowed only if the building is located next to a 2-story or taller building, or if the building's side yard is adjacent to an alley, pedestrian way or street.

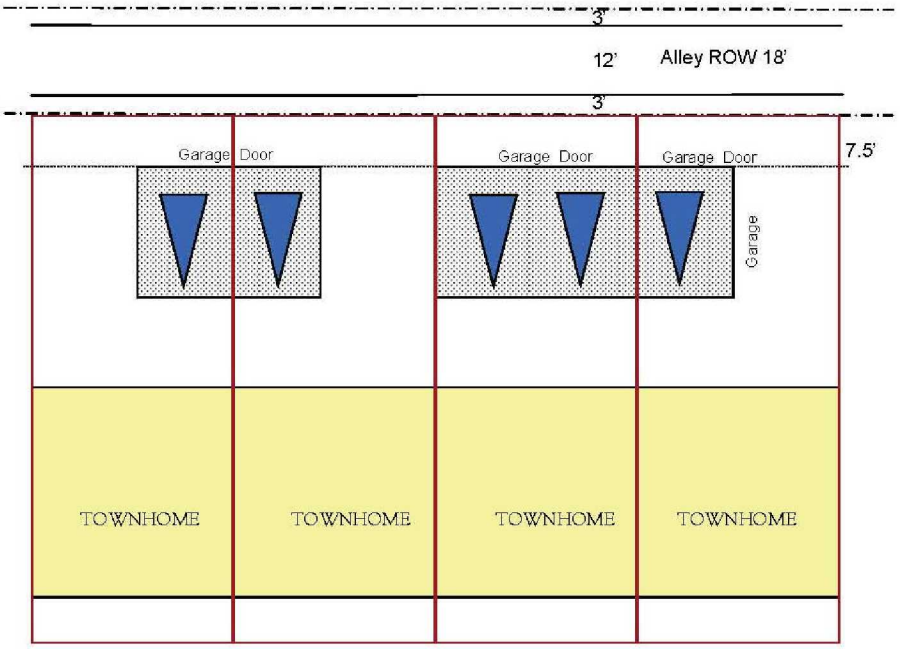
(11) Live/work use allowed for all buildings except apartments if the use conforms to the definition of "live/work."

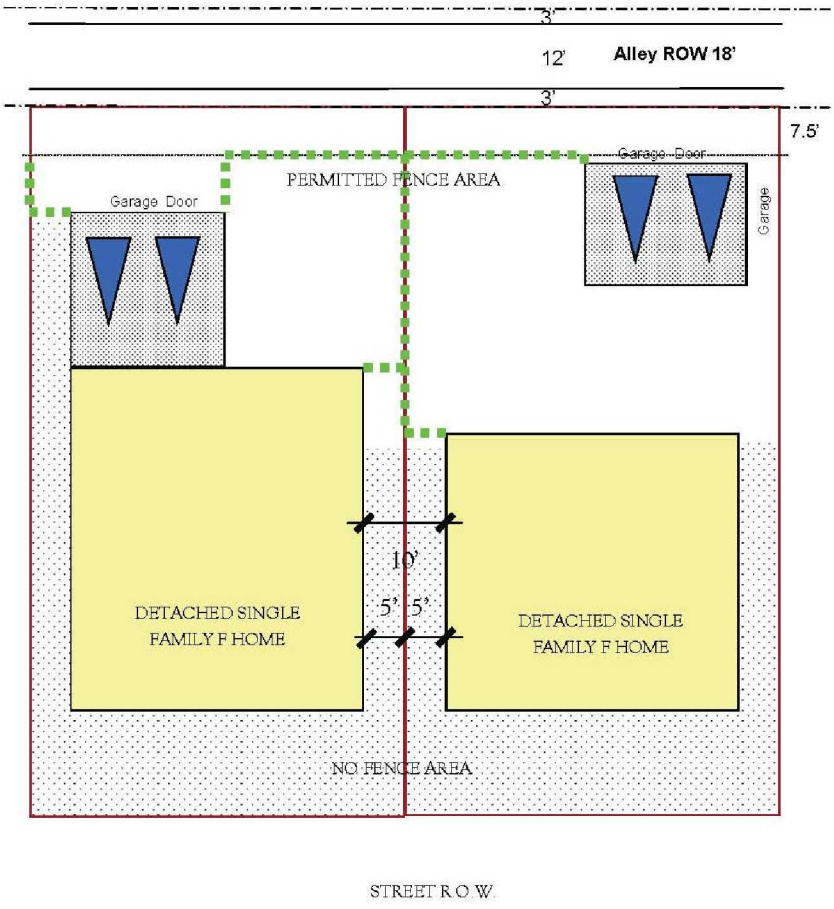
(12) A temporary "real estate sales office" shall be allowed for the period of construction and sales.

(13) (not used)

(14) Illustration of Garage Set Back from ROW




3'
12'
Alley ROW 18'
3'
Garage Door
Garage Door
Garage Door
7.5'
Garage
TOWNHOME
TOWNHOME
TOWNHOME
TOWNHOME
STREET R.O.W.


3'
12'
Alley ROW 18'
3'
7.5'
Garage Door
PERMITTED FENCE AREA
Garage Door
Garage
10'
5'
5'
DETACHED SINGLE FAMILY F HOME
DETACHED SINGLE FAMILY F HOME
NO FENCE AREA
STREET R.O.W.

Section VI. BUILDING TYPE 4: MULTI-FAMILY BUILDING STANDARDS



4 Story Maximum to top plate

FIGURE 7.4: RESIDENTIAL GROUND FLOOR BUILDINGS

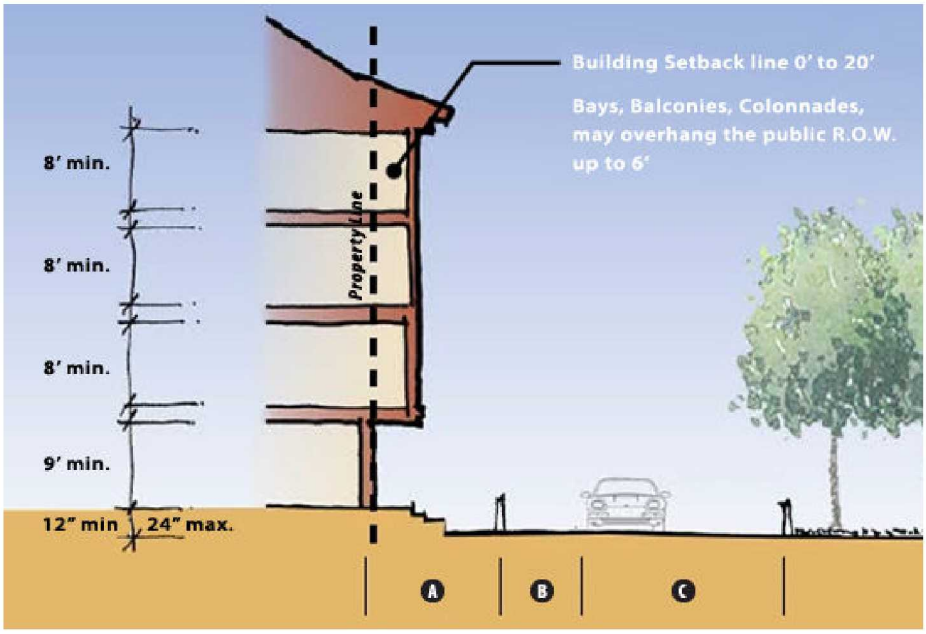
* This requirement shall not supersede fair housing and accessibility regulations.

1'-0" min. 2'-0" max.

EXTERIOR INDIVIDUAL ENTRY: ELEVATED*

EXTERIOR COMMON ENTRY: AT GRADE OR ELEVATED

EXTERIOR INDIVIDUAL OPEN SPACE: ELEVATED*



A Sidewalk & parkway zone

B Parking lane

C Drive lanes

BT 4: MULTIFAMILY BUILDING STANDARDS continued

NON-COMMERCIAL BUILDINGS

These rules apply to structures which house a ground floor comprised of residential units under a single ownership.

a. Setback from sidewalk - the primary facade shall be setback from the property line a minimum of zero feet and a maximum of 20 feet, excluding public open space such as plazas. Private open space such as patios or ground floor balconies shall have fences, wall or railing separating them from the public space.

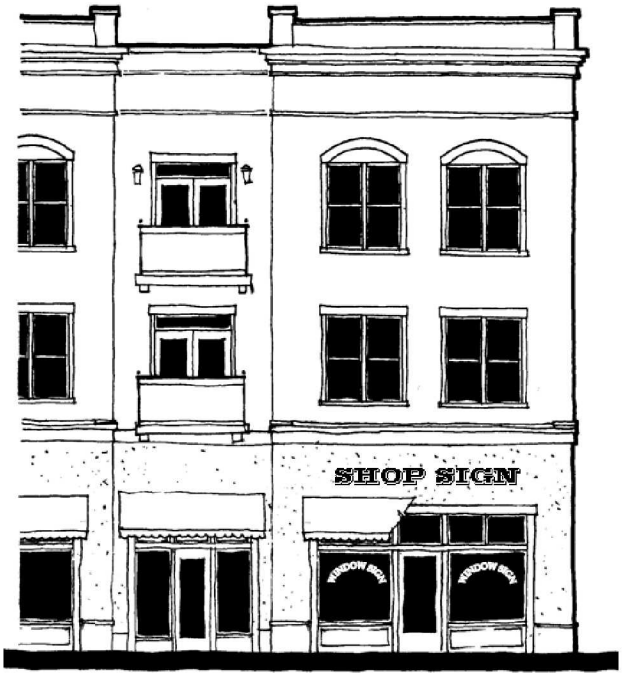
b. Ground floor height - the ground floor plate height shall be set to accommodate a minimum 9 foot ceiling height within the primary rooms of the ground floor units, excluding kitchens, bathrooms and bedrooms.

c. Top Plate Height - The top plate supporting the roof structure shall be no higher than four stories or 60' above finished floor elevation.

Permitted Encroachments	Over Building Line	Over Property Line
Front Porch	YES*	NO
Front Stoop	YES*	NO
Canopy	YES*	YES*
Awning	YES*	YES*
Daily Sidewalk Merchandising	YES	NO

**** Up to 6' maximum***

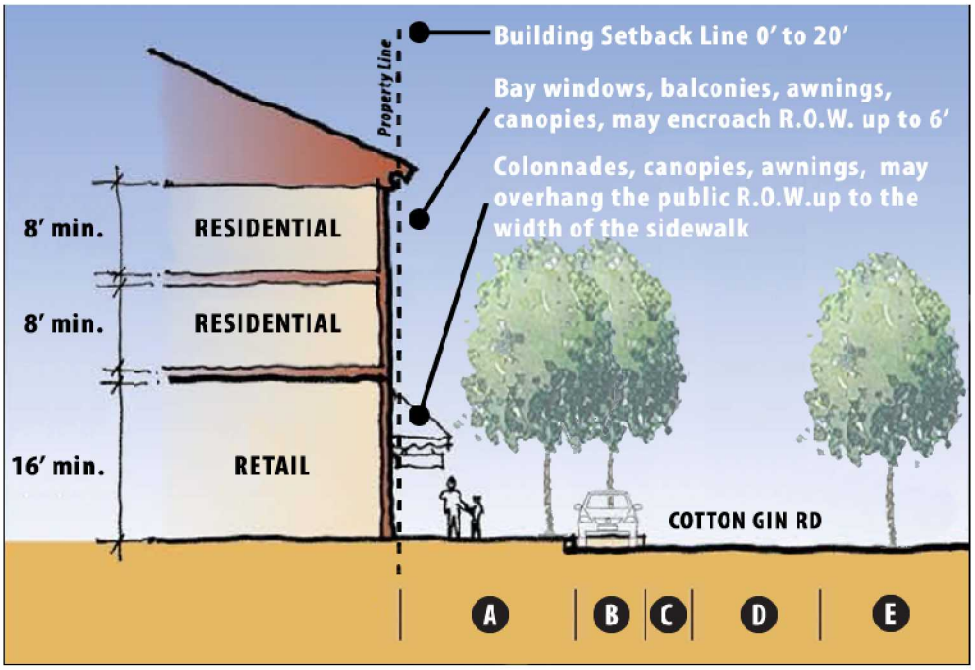
BUILDING TYPE 5, 6: COMMERCIAL BUILDING STANDARDS



Floor	BUILDING TYPE 5	BUILDING TYPE 6
3rd, 4th	Residential	Commercial
2nd	Residential	Commercial
1st	Commercial/Residential	Commercial

FIGURE 7.5: COMMERCIAL BUILDINGS

Figure 7.4: Summary of architectural components in commercial mixed use buildings subject to regulation. These are buildings constructed to commercial standards on the ground floor but may be used for commercial or residential occupancy.



A Sidewalk & parkway zone- **greater than 20' allowed for pedestrian plazas, etc.**

B Parking lane

C Bike lane

D Drive lanes

E Canal Zone

BUILDING TYPE 5: COMMERCIAL BUILDING STANDARDS

COMMERCIAL BUILDINGS GROUND FLOOR STOREFRONT

The Storefront is the retail or service presentation to the sidewalk and to the street. A storefront with ample glass and visibility into the space behind contributes to the entertaining character and provides an engaging street wall for pedestrians to see as they walk by. Full floor-to-ceiling glass is not desirable since it detracts from the building façade.

BT 5: COMMERCIAL/RESIDENTIAL FLEX

Though these standards define the commercial building standards, some of these buildings may be occupied by residential or commercial tenants. The difference in these buildings during a commercial lease on the ground floor and residential lease on the ground floor is primarily in the furnishings of the tenant. The commercial tenant will have display windows which encourage passers-by to look into the shop window, but the residential or office tenant will install blinds, curtains or films to discourage visual access. The best way to discourage public access to the residential occupant, is to install furnishings on the street in front of the window. This would include benches, coffee tables, planter boxes, seating-height walls, which claim the space immediately in front of the window as private space. This also enhances the streetscape and provides a transition space between the public realm and the private space.

The minimum clear height of the ground floor of these buildings shall be 16 feet minimum from floor to floor.

Permitted Encroachments	Over Building Line	Over Property Line
2nd – 4th Floor Balconies & Bay Windows	YES*	YES*
Front Porch	YES*	NO
Front Stoop	YES*	NO
Colonnade / Canopy	YES**	YES**
Awning	YES**	YES**
Daily Sidewalk Merchandising	YES	YES

** Up to 6' maximum*

*** Up to full width of sidewalk*

BT 6: COMMERCIAL BUILDING STANDARDS continued

COMMERCIAL BUILDINGS GROUND FLOOR STOREFRONT

The Storefront is the retail or service presentation to the sidewalk and to the street. A storefront with ample glass and visibility into the space behind contributes to the entertaining character and provides an engaging street wall for pedestrians to see as they walk by. Full floor-to-ceiling glass is not desirable since it detracts from the building façade.

The minimum clear height of the ground floor of these buildings shall be 16 feet minimum from floor to floor.

BT 6: Commercial Flex

This Building Type is flexible with regard to non-residential uses only. These may include retail, restaurant, office, medical, health and fitness, artisanal and craft, fabrication, art studio, music studio, educational, civic, festival, outdoor public market, exhibition, conference, and hotel.

The minimum clear height of the ground floor of these buildings shall be 16 feet minimum from floor to floor.

Permitted Encroachments	Over Building Line	Over Property Line
2nd – 4th Floor Balconies & Bay Windows	YES*	YES*
Front Porch	YES*	NO
Front Stoop	YES*	NO
Colonnade / Canopy	YES**	YES**
Awning	YES**	YES**
Daily Sidewalk Merchandising	YES	YES

** Up to 6' maximum*
*** Up to full width of sidewalk*

BUILDING STANDARDS FOR BUILDING TYPES 4, 5, 6: COMMERCIAL, MIXED-USE AND MULTIFAMILY BUILDINGS

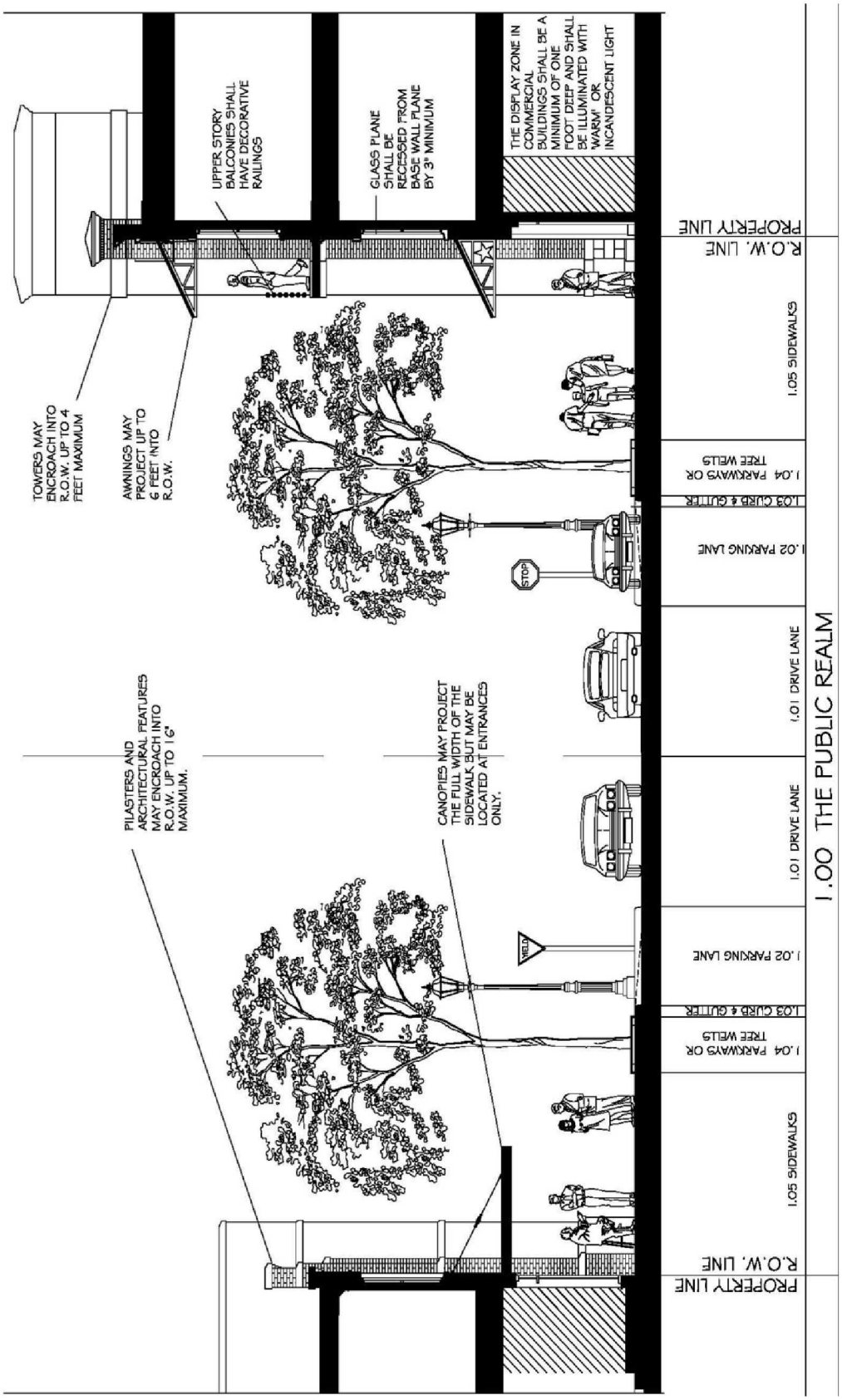
1. Materials—Permitted and Prohibited:

a. Minimum exterior façade—90 percent masonry façade. Acceptable masonry includes brick, stone, cast stone, and stucco. Simulated or cultured masonry products may be permissible upon review and approval by the Director of Development Services.

b. The use of Cementitious Fiberboard shall be permitted as an exterior material on building facades not fronting on a street.

c. Cementitious Fiberboard is permitted upon approval of a Pattern Book. A Pattern Book of styles shall be approved by P&Z in conjunction with the Preliminary Plat/Preliminary Site Plan.

STREETSCAPE STANDARDS



GENERAL RIGHTS REGARDING LAND USE

1. Number of residential units

a. Maximum number of multifamily units: 1,070
b. Maximum number of senior and assisted living units: 495
c. Maximum PH (PH-55 and PH-40): 180
d. Maximum TH units: 115
e. Minimum SF (SF-8.5 and SF-7): 116
f. Total residential units: 1,976

2. Minimum Multifamily Dwelling Area

a. Minimum Studio Unit: 500 SF
b. Minimum One Bedroom Unit: 650 SF
c. Minimum Two Bedroom Unit: 900 SF

*These requirements do not apply to the independent senior living or assisted living units.

PARKING STANDARDS

1. Parking Requirement bases on Use:

a. **Multifamily**—The required number of parking spaces will be an average of 1.5 spaces per unit for all phases, including both on street and off street parking areas. No separate parking will be required for associated non-residential uses.

b. **Senior Independent Living**—The required number of parking spaces will be an average of 1.2 spaces per unit for all phases, including both on street and off street parking areas. No separate parking will be required for associated non-residential uses

c. **Senior Assisted Living**—The required number of parking spaces will be an average of .95 spaces per unit for all phases, including both on street and off street parking areas. No separate parking will be required for associated non-residential uses

d. **Commercial Flex**—The required number of parking spaces will be an average of 1 space per 400 square feet of net leasable space for all phases, including both on street and off street parking areas.

e. **Retail and Restaurant Not Associated with Residential Use**—The required number of parking spaces will be an average of 1 space per 400 square feet of net leasable space for all phases, including both on street and off street parking areas.

f. Community amenity centers and open spaces do not require dedicated off -street parking

g. Shared Parking is encouraged. The above parking ratios may be refined with a Shared Parking Study subject to the approval of the Director.

2. Allowable Parking Conditions

Each of the following parking conditions are allowable parking scenarios. Theses spaces count toward the required parking count

a. **Surface Parking** – On or Off Street: 90 degree head in, angled, and parallel

b. **Attached Garage**—An attached garage is required to be attached to a building and may be a part of the building structure. These garages are not required to be directly accessible to a unit or corridor. These spaces can be assigned to any unit

c. **Detached Garage**— A detached garage is a free standing building with one or more garage spaces. These garages are not required to be directly accessible to a unit or corridor. These spaces can be assigned to any unit

d. **Tandem**—Tandem parking spaces are located directly behind garage doors. These spaces count toward the required parking count when located behind a detached or attached garage. Tandem parking spaces shall be a minimum of nine (9) by eighteen (18) feet.

e. **Parking Structure**—A standard space in a structured garage is a minimum of eight feet six inches (8.5) by eighteen (18) feet.

PARKING STANDARDS continued

3. Structured Parking

a. The entire multifamily build-out will have a minimum requirement of 80% structured parking at final project completion of all multifamily units. This percentage is taken from the required number of parking spaces

b. The following parking spaces will count toward the structured parking percentage

   i. Enclosed Attached Garage

   ii. Enclosed Detached Garage

   iii. Parking Structure

4. Drive Aisle Dimensions

a. A two-way drive aisle must have a minimum dimension of 22'.

b. A one-way drive aisle must have a minimum dimension of 11'.

FRISCO
PROGRESS IN MOTION

Memo

To: **Michael Walker, Planning and Development Department**

CC: **Planning and Zoning Commission Agenda Item**

From: **Paul Siebert, Assistant Fire Chief**

Date: **November 13, 2012**

Re: **Canal Street Project – Street Widths**

The Fire Department, after consulting with other departments within the City, has agreed to support the use of 18 foot one-way travel lanes along the two main intersecting roadways. It is with cautious optimism that we will look at this particular project and its impact on Fire Department operations along this roadway. There are several conditions with which we agree to this reduction in standard street widths.

1.) Parking will not be allowed within the 18 feet.
2.) A raised curb will not be used on the interior lane, allowing for jack placement off concrete during incidents in which life safety is a concern.
3.) All radii will meet Traffic Engineering's requirements to allow for large vehicle access.

In addition, the residential street on the north side of the 4-story assisted living facility will maintain no less than 18 feet of unobstructed roadway. Parking restrictions for on-street parking, wider pavement to allow on-street parking, or other options are available to the developer to meet this requirement.

The remainder of the development shall meet City of Frisco adopted standards for street configuration and widths. This document shall supersede any prior verbal agreements.

If you have any questions, comments or concerns, please do not hesitate to contact me.

ARCADIA

GRAND PARK CANAL DISTRICT

FRISCO EXISTING ZONING - VACANT OFFICE STATISTICS

Development Team

Owner (North of Cotton Gin Rd.):
Southwest Securities FSB
1201 Elm Street, Suite 121
Dallas, TX 75270
Contact: Stuart A. Bul
Phone: 469-718-4625

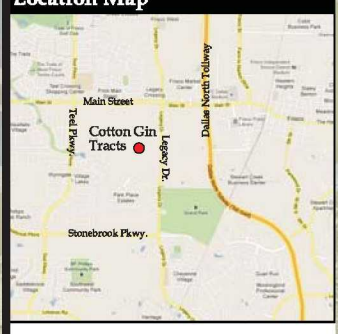
Owner (South of Cotton Gin Rd.):
Charter FL LP
47 Highland Park Village, Suite 200
Dallas, TX 75205
Contact: Ray W. Washburne
Phone: 214-999-1010

Applicant:
Arcadia Realty
3500 Maple Ave., Suite 1165
Dallas, TX 75219
Contact: William Gietema Jr.
Phone: 214-986-5024

Planner / Landscape Architect:
TBG Partners Inc.
5307 E. Mockingbird Lane, Suite 120
Dallas, TX 75206
Contact: Mark Meyer
Phone: 214-744-0757

Engineer / Surveyor:
JBI Partners Inc.
16301 Quorum Drive, Suite 200B
Addison, Texas 75001
Contact: Jeffrey Miles, P.E.
Phone: 972-738-0218

Location Map



TBG

N. T. S.
For Reference Only
December 07, 2012

The information shown is based on the best information available and is subject to change without notice.

Panther Creek Parkway
W. Eldorado Parkway
Teel Parkway
Dallas North Tollway
Main Street
Cotton Gin Rd.
Preston Road
Cotton Gin Rd.
Legacy Drive
Stonebrook Parkway
Lebanon Road
Lebanon Road
Dallas North Tollway
Sam Raybrun Tollway

Legend
Thoroughfare_Plan
<all other values>
TYPE
Collector Street
Highway / Tollway
Major Thoroughfare
Major Thoroughfare (Proposed)
Minor Thoroughfare
Minor Thoroughfare (Proposed)
Future_Landuse_Plan
<all other values>
DESCRIPTIO
FP
IND
IT
MUN
MUR
OFF
OTC
OTR
PKOS
PREC
PUB
RES
RET
TOD

- THERE IS ROUGHLY 1,850 ACRES OF UNDEVELOPED RETAIL/OFFICE SPACE ALONG THE DNT. THIS EQUATES TO THE FOLLOWING DEVELOPMENT POTENTIALS:
  - F.A.R. @ 0.5 = 40,293,000 SQ. FT. OF FLOOR SPACE
  - F.A.R. @ 1.0 = 80,586,000 SQ.FT. OF FLOOR SPACE
  - F.A.R. @ 1.5 = 120,879,000 SQ.FT. OF FLOOR SPACE
  - F.A.R. @ 2.0 = 161,172,000 SQ.FT. OF FLOOR SPACE

AGENDA ITEM #54.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/11/2012**

Agenda Caption: **Public Hearing: Comprehensive Plan Amendment Case TA12-0001. A request to amend the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #41.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: This is a request to amend the Thoroughfare Plan to remove Cotton Gin Road and Diamond Point Lane from the Thoroughfare Plan.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their December 11, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated December 12, 2012.
- Staff report.
- Location Map

Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

December 12, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, December 11, 2012

Public Hearing - Comprehensive Plan Amendment: Thoroughfare Plan Amendment (TA12-0001)
Owner(s): City of Frisco

Description:
A request to amend the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive. Neighborhood #41. MW

Result/Action:

Approved: 5-0 (Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

December 11, 2012

Public Hearing - Comprehensive Plan Amendment: Thoroughfare Plan Amendment (TA12-0001)
Owner(s): City of Frisco

DESCRIPTION:

A request to amend the Thoroughfare Plan regarding Cotton Gin Road and Diamond Point Lane west of Legacy Drive. Neighborhood #41. MW

HISTORY:

TA02-0001 – Amended the Thoroughfare Plan to add minor thoroughfares and commercial collectors, including Cotton Gin Road and Diamond Point Lane, in conjunction with a potential business park development.

TA05-0001 – Amended the Thoroughfare Plan to eliminate minor thoroughfares parallel to Legacy Drive and Stonebrook Parkway. Cotton Gin Road and Diamond Point Lane remained part of the Thoroughfare Plan.

BACKGROUND:

In 2002, the Thoroughfare Plan was amended to include collector streets and minor thoroughfares anticipated to serve the Platinum Business Park, generally bound by Teel Parkway on the west, Main Street on the north, Legacy Drive on the east, and Stonebrook Parkway on the south. Cotton Gin Road (minor thoroughfare) and Diamond Point Lane (major collector) were part of this Thoroughfare Plan amendment.

When plans for the business park did not materialize, the property became more appropriate for residential development. Beginning in 2004, areas south of Diamond Point Lane and west of Cotton Gin Road were rezoned for residential developments. The Planning & Zoning Commission recommended approval of a zoning case for the Grand Park Canal District at their November 27, 2012 meeting, the design of which is contingent upon modifications to the Thoroughfare Plan. Pending City Council approval, Cotton Gin Road and Diamond Point Lane would be removed from the Thoroughfare Plan, which would allow flexibility in the way these roads are designed in relation to roadway width and alignment.

Specifically, Cotton Gin Road would terminate west of Legacy Drive and not continue south to Stonebrook Parkway, and Diamond Point Lane would be built as a typical two-

lane residential collector. In addition, the existing section of Cotton Gin Road south of Diamond Point Lane would remain a two-lane collector rather than being widened to four lanes.

The Traffic Engineering Division is in support of the proposed amendment to the Thoroughfare Plan. The removal of one road from the Plan will not impact the City's transportation network, and the removal of the other allows the road to be built in a way that is consistent with changes in the development pattern of the area without negatively impacting the overall transportation network.

Collector streets are typically not shown on the Thoroughfare Plan; therefore, the removal of Diamond Point Lane from the Plan has no impact on the City's transportation network, since the road will be built between Legacy Drive and Cotton Gin Road as originally planned. While it was not required under the current Thoroughfare Plan, Diamond Point was planned to be constructed as a four-lane divided roadway. Since development has changed to be primarily residential, the Traffic Engineering Division has agreed that a typical two-lane residential collector (with no homes fronting on it) can serve the traffic needs of that corridor. Therefore, the existing two-lane section of Diamond Point Lane will not be widened to four lanes and the future section of Diamond Point Lane will be built as a two-lane roadway.

Cotton Gin Road is currently shown on the Thoroughfare Plan as a four-lane divided minor thoroughfare which would be a part of the City's arterial network. The Plan shows Cotton Gin Road extending from Frisco Square on its east end, proceeding under the Dallas North Tollway to Legacy Drive and then curving to the south to connect to Fourth Army Memorial Drive at Stonebrook Parkway. Originally, the section of Cotton Gin Road west of Legacy Drive was planned as a minor arterial through a large light industrial/information technology business park development which would have connected to another planned minor arterial, Fourth Army Memorial Drive. However, the need for Cotton Gin Road to be a minor arterial connection in the middle of the overall major arterial grid has been lessened by the proposed changes in development density and patterns in the area.

With the change in zoning to residential and mixed-use land uses, there is a desire to change Cotton Gin Road to be the "main street" of the mixed-use component of the Grand Park Canal District rather than an arterial that would convey traffic into and out of a large employment center. With Cotton Gin Road providing on-street parking, front door access, and primary pedestrian circulation for the buildings that will front it, it would be beneficial to reduce traffic volumes and speeds on the roadway. Therefore, Traffic Engineering supports removing the section of Cotton Gin Road west of Legacy Drive from the Thoroughfare Plan to allow the road to be built in a different way.

As shown in the concept plan for the Grand Park Canal District development, Traffic Engineering supports reducing the number of lanes on Cotton Gin Road west of Legacy

Drive and then terminating the road within the mixed-use component of the project in order to discourage regional and/or cut-through traffic from using the roadway. Instead, traffic on the outskirts of the development will be able to use Diamond Point Lane and the existing portion of Cotton Gin Road to the south to travel between neighborhoods, Legacy Drive, and Stonebrook Parkway.

Diamond Point Lane and the southern portion of Cotton Gin Road would be the collector streets for the area and would be compatible with this type of traffic because no buildings will front on them. In addition, the existing section of Cotton Gin Road to the south would never be widened to four lanes (which would further discourage cut-through traffic from entering these neighborhoods) and it would be renamed as Fourth Army Memorial Drive to remove any impression that it might connect directly to the east/west portion of Cotton Gin Road.

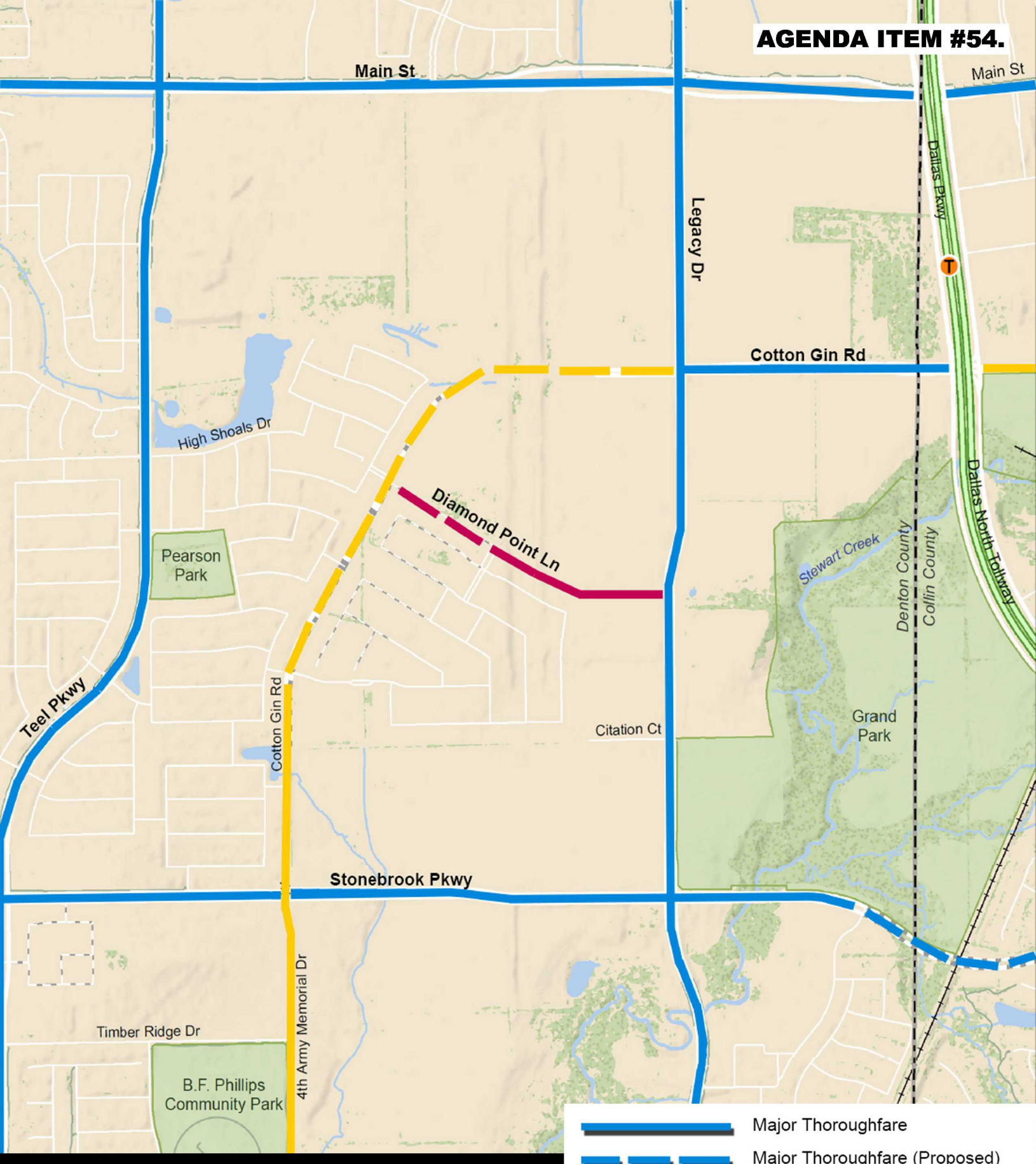
In evaluating the City's traffic patterns as a whole, the removal of Cotton Gin Road from the Thoroughfare Plan will not negatively impact the overall transportation network. The City's most recent Traffic Demand Model estimates that the section of Cotton Gin Road west of Legacy Drive would carry about 13,000 vehicles per day by the year 2030, which would be one of the lowest volumes of any arterial in the City. In addition, a four-lane road would not be required to serve that level of traffic.

The Traffic Demand Model was based on the business park zoning in the area around Cotton Gin Road; therefore the model showed that the new residential zoning will reduce the traffic demand on the road. Traffic Engineering agrees that the local street network that will be built within the Grand Park Canal District will adequately serve its local traffic needs. Diamond Point Lane and the section of Cotton Gin Road south of Diamond Point Lane will adequately serve the area's inter-neighborhood traffic needs by providing residential collector streets that cut through the area in almost the same way that the originally planned Cotton Gin Road would have.

Regional traffic would be largely unaffected because they would continue to use the nearby major arterials of Stonebrook Parkway and Legacy Drive to travel through the area (and the construction of Stonebrook Parkway between Legacy Drive and the Dallas North Tollway will eliminate the possibility of traffic on Stonebrook Parkway wanting to use Cotton Gin Road to reach the Tollway).

RECOMMENDATION:

Recommended for approval as submitted.



TA12-0001
Thoroughfare Plan Amendment

AGENDA ITEM #55.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Public Hearing: Zoning Case ZA12-0002 - A request to amend the Zoning Ordinance regarding alcohol sales.**

Action Requested: Consider and act on the public hearing. Consideration of the ordinance is a companion agenda item.

Background Information: The request is to amend the Zoning Ordinance regarding the sale of alcoholic beverages for off-premise consumption.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 27, 2012 meeting and recommended approval of the request as outlined in the Outcome Memo by a vote of 5-0.

Alternatives: The City Council can:

- Approve the request;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Staff has worked with the City Attorney's office on the proposed amendments.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated November 28, 2012.
- Staff report.

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

November 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, November 27, 2012

Public Hearing -
Zoning Ordinance Amendment: Alcohol Sales (ZA12-0002)
Applicant: City of Frisco

Description:
A request to amend the Zoning Ordinance regarding alcohol sales. MW

Result/Action:

Approved: 5-0 (Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following changes. Deleted text is in ~~strikethrough~~, new text is in **red bold**.

Final approval requires action by the City Council.

Section 3.02. Use Chart

Use Type	O-1 - Office-1 District	O-2 – Office-2 District	R – Retail District	OTC – Original Town Commercial District	H – Highway District	C-1 – Commercial-1 District	C-2 – Commercial-2 District	IT – Information and Technology District	I – Industrial District

Package Alcoholic Beverage Sales								

Section 3.02.01 Conditional Development Standards

(24) ~~Package~~ **Alcoholic Beverage Sales – Alcoholic Beverage Sales, as defined by the Zoning Ordinance, as amended, shall mean any establishment, place of business or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.**

a. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.

b. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** permitted only in the following districts.

Zoning Districts Permitting ~~Package~~ Alcoholic Beverage Sales		
Section	District Abbreviation – District Name	Page Number
2.04.03	R – Retail District	38
2.04.04	OTC – Original Town Commercial District	39
2.04.05	H – Highway District	45
2.04.06	C-1 – Commercial-1 District	46
2.04.07	C-2 – Commercial-2 District	47

c. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ in the **2.04.04. OTC – Original Town Commercial District** (Page 39) **are permitted as follows**:

1. ~~Package~~ **Alcoholic Beverage** Sales ~~establishments~~ are only permitted in the OTC – Original Town Commercial District, between North and South County Road and the BNSF Rail Line; and
2. Only two (2) ~~Package Sales establishments~~ **places of business engaged in Alcoholic Beverage Sales** may be located in the OTC – Original Town Commercial District, and only one (1) ~~Package Sales establishment~~ **place of business engaged in Alcoholic Beverage Sales** may be located on any given block.

d. Beer sales are not permitted in residential zoning districts.

e. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ shall not be located within the following:

1. Three hundred (300) feet from a church, public school, and/or private school. However, ~~a Package~~ **Alcoholic Beverage** Sales ~~establishment~~ may be located within three hundred (300) feet of a private school if minors are prohibited from entering the ~~package store~~ **place of business, as required by Section 109.53 of the Texas Alcoholic Beverage Code, as amended**.
2. One thousand (1,000) feet from a private school if the City Council receives a request for this additional spacing requirement from the board of the private school, and the City Council adopts the additional spacing requirements by resolution. But, the City Council may not adopt this additional spacing requirement if minors are prohibited from entering the ~~Package Sales establishment~~ **place of business engaged in Alcoholic Beverage Sales, pursuant to Section 109.53 of the Texas Alcoholic Beverage Code, as amended**.

f. Measurement of the distance between ~~the Package~~ **the place of business engaged in Alcoholic Beverage** Sales ~~establishment~~ and the church or public hospital shall be along the property line of the street fronts, from front door to front door, and in a direct line across intersections. Measurement for the distance between ~~the Package~~ **the place of business engaged in Alcoholic Beverage** Sales ~~establishment~~ and a public or private school shall be:
   1. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
   2. If ~~the Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** located on or above the fifth (5^{th}) story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base floor on which ~~the Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** located.

g. In accordance with Texas Alcoholic Beverage Code Section 109.33, in this section, “private school” means a private school, including a parochial school, that:
   1. Offers a course of instruction for students in one or more grades from kindergarten through grade twelve; and
   2. Has more than 100 students enrolled and attending courses at a single location.

h. If at any time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission **to an establishment, place of business, or person** ~~for a premises~~ **and the establishment, place of business or person** satisfies the requirements regarding the distance requirements in this section, then the ~~premises~~ **same** shall be deemed to satisfy the distance requirements for all subject renewals of the license or permit. This shall not be the case if the Texas Alcoholic Beverage Commission revokes the license or permit.

Section 7.01 Definitions

~~Package~~ **Alcoholic Beverage** Sales

An**y** ~~establishment principally for the retail sale~~ **establishment, place of business or person engaged in the selling** of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise **personal or household** consumption ~~and rendering services that are incidental to the sale of such goods~~.

MW/kj

cc: Danny Carroll, Gary Hartwell, Mack Borchardt, Paul Knippel, Deanna Quigley, Umberto Allori, Michael Crain, Phillip Climer, Dudley Raymond, Jim Cottone, Michele Wood, Poly Birika, Steve Covington, Rick Wieland, Michelle Ortega

November 27, 2012

Public Hearing -
Zoning Ordinance Amendment: Alcohol Sales (ZA12-0002)
Owner(s): City of Frisco

DESCRIPTION:

A request to amend the Zoning Ordinance regarding alcohol sales. MW

REMARKS:

This request is to amend the Zoning Ordinance regarding the sale of alcoholic beverages for off-premise consumption. Specifically, the request is to amend Section 3.02 – Use Chart, Section 3.02.01 – Conditional Development Standards, and Section 7.01 – Definitions regarding the development standards for and definition of Package Sales.

Staff has worked with the City Attorney's office on the proposed amendments to ensure compliance with all Texas Alcoholic Beverage Commission (TABC) laws.

RECOMMENDATION:

Recommended for approval subject to the following changes. Deleted text is in ~~strikethrough~~, new text is in **red bold**.

Section 3.02. Use Chart

Use Type	O-1 - Office-1 District	O-2 – Office-2 District	R – Retail District	OTC – Original Town Commercial District	H – Highway District	C-1 – Commercial-1 District	C-2 – Commercial-2 District	IT – Information and Technology District	I – Industrial District
~~Package~~ **Alcoholic Beverage** Sales			(24)	(24)	(24)	(24)	(24)		

Section 3.02.01 Conditional Development Standards

(24) ~~**Package**~~ **Alcoholic Beverage Sales – Alcoholic Beverage Sales, as defined by the Zoning Ordinance, as amended, shall mean any establishment, place of business or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.**

a. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
b. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** permitted only in the following districts.

Zoning Districts Permitting ~~Package~~ Alcoholic Beverage Sales		
Section	District Abbreviation – District Name	Page Number
2.04.03	R – Retail District	38
2.04.04	OTC – Original Town Commercial District	39
2.04.05	H – Highway District	45
2.04.06	C-1 – Commercial-1 District	46
2.04.07	C-2 – Commercial-2 District	47

c. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ in the **2.04.04. OTC – Original Town Commercial District** (Page 39) **are permitted as follows**:
    1. ~~Package~~ **Alcoholic Beverage** Sales ~~establishments~~ are only permitted in the OTC – Original Town Commercial District, between North and South County Road and the BNSF Rail Line; and
    2. Only two (2) ~~Package Sales establishments~~ **places of business engaged in Alcoholic Beverage Sales** may be located in the OTC – Original Town Commercial District, and only one (1) ~~Package Sales establishment~~ **place of business engaged in Alcoholic Beverage Sales** may be located on any given block.
d. Beer sales are not permitted in residential zoning districts.
e. ~~A Package~~ **Alcoholic Beverage** Sales ~~establishment~~ shall not be located within the following:

1. Three hundred (300) feet from a church, public school, and/or private school. However, ~~a Package~~ **Alcoholic Beverage** Sales ~~establishment~~ may be located within three hundred (300) feet of a private school if minors are prohibited from entering the ~~package store~~ **place of business, as required by Section 109.53 of the Texas Alcoholic Beverage Code, as amended**.
2. One thousand (1,000) feet from a private school if the City Council receives a request for this additional spacing requirement from the board of the private school, and the City Council adopts the additional spacing requirements by resolution. But, the City Council may not adopt this additional spacing requirement if minors are prohibited from entering the ~~Package Sales establishment~~ **place of business engaged in Alcoholic Beverage Sales, pursuant to Section 109.53 of the Texas Alcoholic Beverage Code, as amended**.

f. Measurement of the distance between ~~the Package~~ **the place of business engaged in Alcoholic Beverage** Sales ~~establishment~~ and the church or public hospital shall be along the property line of the street fronts, from front door to front door, and in a direct line across intersections. Measurement for the distance between ~~the Package~~ **the place of business engaged in Alcoholic Beverage** Sales ~~establishment~~ and a public or private school shall be:
   1. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
   2. If ~~the Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** located on or above the fifth (5^{th}) story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base floor on which ~~the Package~~ **Alcoholic Beverage** Sales ~~establishment is~~ **are** located.

g. In accordance with Texas Alcoholic Beverage Code Section 109.33, in this section, “private school” means a private school, including a parochial school, that:
   1. Offers a course of instruction for students in one or more grades from kindergarten through grade twelve; and

2. Has more than 100 students enrolled and attending courses at a single location.

h. If at any time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission **to an establishment, place of business, or person** ~~for a premises~~ **and the establishment, place of business or person** satisfies the requirements regarding the distance requirements in this section, then the ~~premises~~ **same** shall be deemed to satisfy the distance requirements for all subject renewals of the license or permit. This shall not be the case if the Texas Alcoholic Beverage Commission revokes the license or permit.

Section 7.01 Definitions

~~Package~~ **Alcoholic Beverage** Sales

An**y** ~~establishment principally~~ ~~for the retail sale~~ **establishment, place of business or person engaged in the selling** of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise **personal or household** consumption ~~and rendering services that are incidental to the sale of such goods~~.

AGENDA ITEM #56.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **12/4/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance to amend the Zoning Ordinance regarding alcohol sales. Zoning Case No. ZA12-0002.**

Action Requested: City Council adoption of an Ordinance amending the Zoning Ordinance regarding alcohol sales.

Background Information: This is a companion item to the public hearing for zoning case ZA12-0002 which is on this agenda.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their November 27, 2012 meeting and recommended approval of the request by a vote of 5-0.

Alternatives: The City Council can:
- Adopt the Ordinance;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- Ordinance

Recommendation: Recommended that Council adopt the Ordinance.

CITY OF FRISCO, TEXAS **ORDINANCE NO.: _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING SUBSECTION 3.02 (USE CHART) OF SECTION 3 (LAND USES); AMENDING PARAGRAPH 24 (PACKAGE SALES) OF SUBSECTION 3.02.01 (CONDITIONAL DEVELOPMENT STANDARDS) OF SECTION 3 (LAND USES); AMENDING SUBSECTION 7.01 (TERMS AND WORDS DEFINED) OF SECTION 7 (DEFINITIONS) OF FRISCO'S ZONING ORDINANCE NO. 11-04-09; AMENDING THE REGULATIONS RELATING TO ALCOHOLIC BEVERAGE SALES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that Section 3.02 (Use Chart) of Section 3 (Land Uses); Paragraph 24 (Package Sales) of Subsection 3.02.01 (Conditional Development Standards) of Section 3 (Land Uses); and Subsection 7.01 (Terms and Words Defined) of Section 7 (Definitions) of the City of Frisco, Texas ("Frisco") Zoning Ordinance No. 11-04-09, should be amended; and

WHEREAS, Frisco has complied with all notices and public hearings as required by law; and

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Frisco to amend Frisco's Zoning Ordinance No. 11-04-09, as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Amendment to Subsection 3.02 (Use Chart) of Section 3 (Land Uses) of Frisco's Zoning Ordinance No. 11-04-09. Subsection 3.02 (Use Chart) of Section 3 (Land Uses) of Frisco's Zoning Ordinance No. 11-04-09, is hereby amended to delete Package Sales and add Alcoholic Beverage Sales as follows:

"...

Use Type	O-1 - Office-1 District	O-2 – Office-2 District	R – Retail District	OTC – Original Town Commercial District	H – Highway District	C-1 – Commercial-1 District	C-2 – Commercial-2 District	IT – Information and Technology District	I – Industrial District
Alcoholic Beverage Sales			(24)	(24)	(24)	(24)	(24)		

..."

SECTION 3: Amendment to Paragraph 24 (Package Sales) of Subsection 3.02.01 (Conditional Development Standards) of Section 3 (Land Uses) of Frisco's Zoning Ordinance No. 11-04-09. Paragraph 24 (Package Sales) of Subsection 3.02.01 (Conditional Development Standards) of Section 3 (Land Uses) of Frisco's Zoning Ordinance No. 11-04-09, is hereby amended as follows:

"SECTION 3.02.01
CONDITIONAL DEVELOPMENT STANDARDS

...

(24) Alcoholic Beverage Sales – Alcoholic Beverage Sales, as defined by the Zoning Ordinance, as amended, shall mean any establishment, place of business or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

a. Alcoholic Beverage Sales shall be subject to compliance with the Texas Alcoholic Beverage Code, as amended, and any applicable local option elections.
b. Alcoholic Beverage Sales are permitted only in the following districts.

Zoning Districts Permitting Alcoholic Beverage Sales		
Section	District Abbreviation – District Name	Page Number
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c. Alcoholic Beverage Sales in the **2.04.04. OTC – Original Town Commercial District** (Page 39) are permitted as follows:
    1. Alcoholic Beverage Sales are only permitted in the OTC – Original Town Commercial District, between North and South County Road and the BNSF Rail Line; and
    2. Only two (2) places of business engaged in Alcoholic Beverage Sales may be located in the OTC – Original Town Commercial District, and only one (1) place of business engaged in Alcoholic Beverage Sales may be located on any given block.

d. Beer sales are not permitted in residential zoning districts.

e. Alcoholic Beverage Sales shall not be located within the following:
    1. Three hundred (300) feet from a church, public school, and/or private school. However, Alcoholic Beverage Sales may be located within three hundred (300) feet of a private school if minors are prohibited from entering the place of business, as required by Section 109.53 of the Texas Alcoholic Beverage Code, as amended; and
    2. One thousand (1,000) feet from a private school if the City Council receives a request for this additional spacing requirement from the board of the private school, and the City Council adopts the additional spacing requirements by resolution. But, the City Council may not adopt this additional spacing requirement if minors are prohibited from entering the place of business engaged in Alcoholic Beverage Sales, pursuant to Section 109.53 of the Texas Alcoholic Beverage Code, as amended.

f. Measurement of the distance between the place of business engaged in Alcoholic Beverage Sales and the church or public hospital shall be along the property line of the street fronts, from front door to front door, and in a direct line across intersections. Measurement for the distance between the place of business engaged in Alcoholic Beverage Sales and a public or private school shall be:

1. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
2. If Alcoholic Beverage Sales are located on or above the fifth (5^{th}) story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base floor on which Alcoholic Beverage Sales are located.

g. In accordance with Texas Alcoholic Beverage Code Section 109.33, in this section, "private school" means a private school, including a parochial school, that:
   1. Offers a course of instruction for students in one or more grades from kindergarten through grade twelve; and
   2. Has more than one hundred (100) students enrolled and attending courses at a single location.

h. If at any time an original alcoholic beverage permit or license is granted by the Texas Alcoholic Beverage Commission to an establishment, place of business, or person and the establishment, place of business or person satisfies the requirements regarding the distance requirements in this section, then the same shall be deemed to satisfy the distance requirements for all subject renewals of the license or permit. This shall not be the case if the Texas Alcoholic Beverage Commission revokes the license or permit.

..."

SECTION 4: Amendment to Subsection 7.01 (Terms and Words Defined) of Section 7 (Definitions) of Frisco's Zoning Ordinance No. 11-04-09. Subsection 7.01 (Terms and Words Defined) of Section 7 (Definitions) of Frisco's Zoning Ordinance No. 11-04-09, is hereby amended to delete the definition of Package Sales and add the following definition of Alcoholic Beverage Sales as follows:

"Section 7.01 Terms and Words Defined

...

Alcoholic Beverage Sales

Any establishment, place of business, or person engaged in the selling of alcoholic beverages, as defined in the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise personal or household consumption.

...

~~*Package Sales*~~

~~An establishment principally for the retail sale of alcoholic beverages, as defined by the Texas Alcoholic Beverage Code, as amended, to the general public for off-premise consumption and rendering services that are incidental to the sale of such goods.~~

..."

SECTION 5: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance or any provision of Frisco's Zoning Ordinance No. 11-04-09, or as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 18th day of December, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page
City Secretary

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

AGENDA ITEM #57.

City Manager's Office
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

Cc: **George Purefoy, City Manager**

From: **Henry J. Hill, Deputy City Manager**
John Eaglen, Strategic Services Manager / Assistant to the City Manager

Date: **December 18, 2012**

Subject: **Consider and act upon adoption of the City of Frisco 2013 State Legislative Agenda**

Action Requested: City Council consideration and approval of the City of Frisco 2013 State Legislative Agenda.

Background Information: The 83rd Texas Legislative Session convenes at noon on January 8, 2013. Prior to each Texas Legislative Session, the City prepares and approves a Legislative Agenda for the purpose of defining the key issues of City focus. The City of Frisco 2013 State Legislative Agenda was developed from queries of staff and the City Council Legislative Committee and includes input from the City's public affairs consultant, Hillco Partners of Austin, Texas. Additionally, the Legislative Committee met with local legislators (including State Representative / incoming State Senator Ken Paxton and incoming State Representatives Pat Fallon and Scott Turner) and the Frisco Economic Development Corporation's public affairs consultant (Focused Advocacy of Austin, Texas) to receive their input. Items included on the City's Legislative Agenda are divided into the following categories:

- The City's Highest Priority – The City's highest priority is to preserve its ability to govern effectively. Thus, the City will oppose legislation that would, in any way, erode current municipal authority, impose costs, reduce revenue, or otherwise would negatively affect the City.
- Legislation the City will Actively Pursue – This category identifies legislative positions where the City intends to develop strategies and action plans for the active pursuit of passing specific legislation during the 83rd Texas Legislative Session.
- Legislation the City will Support – This category identifies legislative positions that the City would support during the 83rd Texas Legislative Session.

- Legislation the City will Oppose – This category identifies legislative positions that the City would oppose during the 83rd Texas Legislative Session.

- Legislation the City will Monitor – This item relates to specific legislative positions and legislative agendas from other professional organizations / committees that may request the City to support all or specific parts of their legislative agenda.

Specific areas of interest currently included in the City of Frisco 2013 State Legislative Agenda include: Environment, Revenue, Development, Economic and Community Development, Tourism, Public Health and Safety, Utilities, Transportation, Constitutional Amendments / Governance, Elections, Open Government, Municipal Court, Purchasing, Community Colleges and Human Resources.

Alternatives: City Council could consider the following alternatives:

- Approval of the City of Frisco 2013 State Legislative Agenda;
- Input towards the discussion as desired;
- Deny approval of the City of Frisco 2013 State Legislative Agenda and send back to staff with direction.

Board Review / Citizen Input: The City Council Legislative Committee has met several times (August 6, August 13, August 20, September 18, October 16 and November 7) with staff and representatives from Hillco Partners and Focused Advocacy, as well as meeting with local legislators (including State Representative / incoming State Senator Ken Paxton and incoming State Representatives Pat Fallon and Scott Turner) to obtain input regarding items to include on the City's Legislative Agenda and to review various drafts. A draft of the Legislative Agenda was distributed to the City Council for review on Friday, November 30.

Financial Considerations: Not Applicable.

Legal Review: Not Aplicable.

Supporting Documents: Supporting Documents include the following items:

- Copy of City of Frisco 2013 State Legislative Agenda.

Staff Recommendation: Staff recommends placement of this item on the December 18, 2013 City Council meeting agenda to consider and approve the City of Frisco 2013 State Legislative Agenda. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

CITY OF FRISCO, TEXAS

FRISCO

PROGRESS IN MOTION

2013
STATE LEGISLATIVE AGENDA

THE CITY'S HIGHEST PRIORITY

The City's highest priority is to preserve its ability to govern effectively. Thus, the City will oppose legislation that would, in any way, erode current municipal authority, impose costs, reduce revenue, or otherwise negatively affect the City.

LEGISLATION THE CITY WILL ACTIVELY PURSUE

ENVIRONMENT

- Legislation that protects the health, safety and welfare as it relates to environmental issues in Frisco and Exide Technologies.

REVENUE

- Legislation allocating a portion of the money collected across the state as a "battery recycling fee" to activities benefitting the health, safety and welfare of the communities near plants that perform lead-acid battery recycling activities.

- Legislation to continue, maintain and protect the utilization of state and local funds for the purposes of economic and community development, including the Texas Enterprise Fund (TEF), the Texas Emerging Technology Fund (TETF), Section 380 Agreements, Tax Increment Financing (TIF) and other economic development tools.

- Legislation that provides for the reauthorization of the ability for municipalities to utilize Tax Increment Financing (TIF).

DEVELOPMENT

- Legislation allowing municipalities to have local control over decision making in regards to specifying affordable housing in new developments.

LEGISLATION THE CITY WILL SUPPORT

REVENUE

- Legislation amending the "truth-in-taxation" law, Chapter 26 of the Texas Tax Code, to exclude debt service for voter-authorized debt from the calculation of the rollback rate.
- Legislation that ensures fairness in the property appraisal process.

ECONOMIC AND COMMUNITY DEVELOPMENT

- Legislation that provides authority for certain municipalities to create economic development programs to provide loans or grants for those programs; providing authority to issue bonds.
- Legislation that preserves and/or strengthens the ability for municipalities to perform activities relating to economic and community development.

TOURISM

- Legislation to preserve and/or strengthen the existing "major events" funding statutes (Vernon's Texas Civil Statutes, Article 4190.14, Sections 5A and 5C; and Chapter 398, Texas Local Government Code), providing financial assistance to secure sporting or other events for Texas communities, and to promote economic and community development.

PUBLIC HEALTH AND SAFETY

- Legislation that preserves and/or strengthens state, local and federal emergency operations and response efforts as they pertain to protecting lives, property and natural resources from wildland fires.
- Legislation that establishes and/or strengthens prescription drug abuse prevention and intervention programs across the state.

ENVIRONMENT

- Legislation that establishes long-term planning for an affordable and reliable water supply for the North Texas Region including emphasis on high growth areas.
- Legislation that promotes fairness in relation to identifying funding sources for the State Water Plan, including both protecting the rights of high population areas and establishing non-punitive taxes on high population areas.
- Legislation that preserves and/or strengthens both current drought planning and drought management policies and enhances the performance of state, regional and local entities in addressing drought situations.
- Legislation that preserves and/or strengthens water conservation measures included in the State Water Plan.

- Legislation that preserves and/or strengthens drainage infrastructure management across the state and options available to local governments for funding stormwater drainage infrastructure.
- Legislation establishing funding for research and development of alternative energy sources.
- Legislation establishing additional funding for municipalities in non-attainment areas in order to reduce air emissions and improve air quality.
- Legislation allowing for the use of compost/wood waste materials as an alternative energy cover for landfill.

DEVELOPMENT

- Legislation repealing the portions of Chapter 245 of the Texas Local Government Code that deals with application for a permit (Section 245.002, Paragraphs (a) "Process" and (e) "Expiration").
- Legislation providing an exemption for landscaping requirements that conserve water from the permit vesting requirements of Chapter 245 of the Texas Local Government Code.
- Legislation enacting amendments to Chapter 245 of the Texas Local Government Code (relating to permit vesting) including but not limited to improved definitions of "Project," "Permit," "Progress Towards Completion" and "Imminent Threat."
- Legislation amending Chapter 211 ("Zoning") and Chapter 212 ("Subdivisions") of the Texas Local Government Code to provide that a notice of public hearing shall be posted on the municipality's website for a minimum of fifteen (15) calendar days prior to the date of the public hearing (current law requires that a notice of public hearing be published in a newspaper).
- Legislation amending Chapter 212 ("Subdivisions") of the Texas Local Government Code to allow a municipality to delegate the authority to approve any plat, not requiring a public hearing, to an officer of the municipality.
- Legislation that maximizes the efficient and effective use of state funding and the coordination of state and local resources for programs designed to prevent and end homelessness.
- Legislation that enhances the ability of local government to utilize existing tools and available incentives regarding the provision of affordable housing and methods to appropriately increase home ownership.

UTILITIES

- Legislation establishing municipal authority to hold an election to require the burial of electrical lines, the result of which would be binding upon the Public Utility Commission (PUC) in the development of rate tariffs.
- Legislation establishing greater local regulatory oversight of intrastate gas utilities.
- Legislation allowing municipalities more authority to obtain electrical service within single-service areas.

TRANSPORTATION

- Legislation expanding and protecting transportation funding, including:
    - Constitutionally protecting revenues in Fund 006;
    - Discontinuing the diversion of transportation resources.
- Legislation that enhances the efficiency and effectiveness of the environmental review process for transportation projects and promotes streamlined project delivery.

CONSTITUTIONAL AMENDMENTS / GOVERNANCE

- Legislation that provides authority for municipal governing bodies to appoint replacements for elected officials who have resigned their position prior to the end of their elected term of office.

ELECTIONS

- Legislation that would advance the concept of consolidated polling places.
- Legislation that establishes requirements for voters to show photo identification.

OPEN GOVERNMENT

- Legislation that enhances the efficiency and effectiveness of the Public Information Act for governmental entities in regards to the performance of public functions, record retention schedules and policies and the establishment of a uniform record retention policy.
- Legislation that enhances the balance between ensuring the public has adequate access to public information and appropriate cost recovery by governmental entities for open records requests.

MUNICIPAL COURT

- Legislation requiring that certain types of Class "C" violations that may be dismissed upon proof of compliance shall be assessed a uniform $20 dismissal fee by the twentieth (20th) working day following the date of the citation (Currently, dismissal fees and the time period in which the fees are assessed vary from offense to offense).
- Legislation amending Section 42.12 of the Texas Code of Criminal Procedure to prevent commercial driver's license holders from being able to mask moving traffic violations from the municipal court of original jurisdiction through deferred adjudication for moving traffic violations appealed from the municipal court of original jurisdiction.
- Legislation amending Section 3.03(a) of the Texas Penal Code to ensure that Class "C" misdemeanors which are fine only offenses are not to "run concurrently" and that each judgment must be satisfied separately.
- Legislation amending Article 103.0031 of the Texas Code of Criminal Procedure to remove the population requirement for retaining a 30 percent (30%) collection fee (when collection is done locally) to funding municipal court collection programs.
- Legislation establishing the formation of a statewide warrant database that includes Class "C" misdemeanor warrants.
- Legislation providing for the suspension of adult driver's licenses for failure to appear or non-compliance with judicial orders, including the failure to pay a fine.
- Legislation to make the Office of Court Administration's court collection improvement programs voluntary and to add the incentive of retaining an additional three percent (3%) of court costs in collection fees (these fees are currently five percent (5%) and ten percent (10%) for certain state fees collected).

- Legislation amending Article 27.14(b) of the Texas Code of Criminal Procedure to require a notice sent by regular mail or electronically if a plea is received by the court with no or partial payment (current law provides that notice be sent by Certified Mail).
- Legislation amending Article 102.0031 of the Texas Code of Criminal Procedure to allow a collection fee to be added to cases with violation dates prior to June 18, 2003, for cases sent to an outside collection agency.
- Legislation amending Chapter 103 of the Texas Local Government Code to include a fee for dishonored checks as stated in Section 3.506(b) of the Texas Business and Commerce Code.
- Legislation amending Section 106 of the Texas Alcohol and Beverage Code to address punishment for theft or attempted theft of alcohol by a minor.

PURCHASING

- Legislation amending Chapter 252.041 of the Texas Local Government Code (relating to purchasing notice requirements) to provide that a notice shall be published once in a newspaper published in the City, if the notice is also published electronically (current law requires that the notice be published at least once a week for two (2) weeks in a newspaper published in the City).

COMMUNITY COLLEGES

- Legislation that preserves and/or strengthens Community Colleges within the state.

LEGISLATION THE CITY WILL OPPOSE

REVENUE

- Legislation that would erode, limit, rescind or prohibit the provisions added by House Bill 3765 in the 81st Legislative Session (2009), authorizing a portion of the money collected across the state as a "battery recycling fee" to be used for lead-acid battery recycling activities, to create incentives for the adoption of innovative technology for improvements in the lead-acid battery recycling process or to reduce the potential negative impacts of the lead-acid battery recycling process.
- Legislation that would diminish or eliminate franchise fees in order to protect a municipality's ability to collect on behalf of its citizens' fair compensation for utility companies' use of the public rights-of-way.
- Legislation diverting sales tax revenue from "point-of-sale" cities to "destination" cities.
- Legislation expanding sales tax exemptions.
- Legislation expanding property tax exemptions.
- Legislation reducing the appraisal growth cap.
- Legislation imposing restrictions on the use and structuring of Tax Increment Financing (TIF).
- Legislation imposing revenue caps of any type, including:
    - Implementing a reduced rollback rate;
    - Implementing mandatory tax rate ratification elections;
    - Implementing reduced rollback petition requirements.
- Legislation removing factors accounting for growth from "truth-in-taxation" laws.
- Legislation making property tax deferrals or exemptions automatic or mandatory.

ECONOMIC AND COMMUNITY DEVELOPMENT

- Legislation that would erode, limit, rescind or prohibit the ability of municipalities to use 4A and 4B sales tax revenue for economic and community development.
- Legislation that would erode, limit, rescind or prohibit the ability for municipalities to perform activities relating to economic and community development.

PUBLIC HEALTH AND SAFETY

- Legislation that would impose state-mandated standards on municipal jails or subject municipal jails to regulation by the Texas Commission on Jail Standards.
- Legislation that would erode, limit, rescind or prohibit the provisions added by SB 1742 in the 81st Legislative Session (2009), protecting the authority for a municipality to better regulate the discharge of firearms and certain other weapons near schools, parks, residential areas and hospitals.

ENVIRONMENT

- Legislation establishing the concept of a flat-rate "Water Tap Tax" on Texas residents as a method for funding the State Water Plan.
- Legislation enacting mandatory water rates or water rate structures.

- Legislation that would erode, limit, rescind or prohibit municipal control over municipal water systems or conservation measures.

DEVELOPMENT

- Legislation allowing permit vesting at the time of zoning.
- Legislation expanding the permit vesting provisions of Chapter 245 of the Texas Local Government Code.
- Legislation that would erode, limit, rescind or prohibit municipal authority relating to annexation and assessment of impact fees.
- Legislation that would erode, limit, rescind or prohibit municipal authority to regulate signage.
- Legislation that would erode, limit, rescind or prohibit municipal authority to condemn property for a public purpose, specifically legislation that would:
    - Subject municipalities to the Texas Private Real Property Rights Preservation Act (Chapter 2007, Texas Government Code);
    - Enact a constitutional amendment further restricting the use of eminent domain;
    - Place eminent domain restrictions on municipalities that are more burdensome than those placed on the state;
    - Provide an excessive amount of damages to a property owner whose property is acquired through the eminent domain process;
    - Enact detrimental amendments to the current law relating to subsequent repurchase of land acquired through the eminent domain process; or
    - Amend the definition of "public use" to include any restriction on traditional public projects that may include some incidental private component or that would otherwise require exclusive possession, use or occupation by the public.
- Legislation that would erode, limit, rescind or prohibit municipal authority in a City's Extra-Territorial Jurisdiction (ETJ).
- Legislation placing limitations on building fees.
- Legislation that would erode, limit, rescind or prohibit municipal authority to regulate manufactured housing or industrialized housing.
- Legislation that would erode, limit, rescind or prohibit municipal zoning authority, specifically legislation that would:
    - Restrict a municipality's ability to adopt or amend zoning regulations;
    - To vest or otherwise create a property right in a zoning classification.
- Legislation allowing special districts to form in a municipality's Extra-Territorial Jurisdiction (ETJ) without the permission of the municipality, or legislation that would impose additional requirements on municipalities relating to special districts.
- Legislation that would erode, limit, rescind or prohibit municipal authority to require exactions related to and required by new development.
- Legislation that would erode, limit, rescind or prohibit municipal authority to adopt and enforce minimum development standards.
- Legislation that would erode, limit, rescind or prohibit municipal authority to make amendment to model building codes.
- Legislation that would erode, limit, rescind or prohibit municipal authority relating to building permits.
- Legislation imposing additional time restrictions on the issuance of building permits.

- Legislation requiring municipalities to post disclaimers on geospatial data products.
- Legislation that would be detrimental to homeowners associations and that would place a financial burden on municipalities.

HUMAN RESOURCES

- Legislation expanding "Meet and Confer" or collective bargaining statutes as they presently exist.
- Legislation expanding or providing detrimental changes to the scope of SB 310 (presumption for firefighters and Emergency Medical Technicians (EMT's) that a disease or condition is work-related).
- Legislation imposing any mandatory or minimum staffing levels on fire departments.
- Legislation that amends the Texas Workers' Compensation System in a manner that fails to effectively balance both the needs of Texas employers and employees.

LEGISLATION THE CITY WILL MONITOR

ENVIRONMENT

- Legislation that would conserve landfill space through product "take-back" programs and recycling initiatives without placing costly, unfunded mandates on municipalities.

GENERAL

- The City of Frisco will monitor certain legislation to be pursued by: (1) the North Central Texas Council of Governments (NCTCOG) Regional Transportation Council (RTC), (2) the Texas Council on Economic Development (TCED) or (3) the Texas Metro Chambers.