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

5:00 PM

TUESDAY, MARCH 05, 2013

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

      i. Receive legal advice regarding Exide cleanup/remediation of hazardous and non-hazardous waste.

   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

4. Southland Conference--50 Year Anniversary

REPORTS

5. Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects

6. Library report on usage and programming activities

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

8. Council Subcommittee reports for current activities of the Legislative, Governance, Budget and Audit Committee, Be Fit Frisco, Frisco Veteran's Advisory 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.)

9. Consider and act upon approval of the minutes from the February 19, 2013 regular City Council meeting. (CSO/JP)

10. Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funded under the Byrne Memorial Competitive Grant and the Byrne Justice Assistance Grant Programs and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for two dedicated Police Officer to reinstitute

and expand the program at all the apartment complexes and closely interact with residents of the apartment complexes located on the Stonebrook Parkway Corridor. The three year funding period for this grant is from October 1st, 2013 – September 30th, 2016, not to exceed $700,000. (Police/DS)

11. Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The funding is for a full time Crime Victim Advocate. The grant period is from September 1, 2013 – August 31, 2014. This application is for first year funding not to exceed $80,000. (Police/DS)

12. Consider and Act on a Resolution approving a Memorandum of Understanding with Collin County for the purposes of a joint grant application. Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager. The grant proposal is to partner with the Collin County Sheriff's Office to share a full-time Victim Advocate dedicated to working with victims of violent crimes. The funding period for this grant is from September 1, 2013 – August 31, 2014. (Police/DS)

13. Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. If awarded this grant, it would continue to fund a grant funded position. The funding period for this grant is from September 1, 2013 – August 31, 2014, the funding amount for this project is not to exceed $80,000. (Police/DS)

14. Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Criminal Justice Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for one stationary and one desktop LiveScan® digital fingerprint scanners for a total of $62,590. (Police/DS)

15. Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funded under the Byrne Criminal Justice Innovation Program Competitive Grant and the Byrne Justice Assistance Grant

Programs and authorizing the submission of the grant application by the City Manager. The grant proposal is for a Sergeant and two dedicated Police Officers to design, plan and implement a Neighborhood Policing Initiative to closely interact with residents of the area known as "Old Donation". The three year funding period for this grant is from October 1, 2013 – September 30, 2016, not to exceed $1,000,000. (Police/DS)

16. Consider and Act Upon Approval of the First Amendment to the Ground Site Lease Agreement between the City of Frisco and New Cingular Wireless PCS, LLC. at 2601 Avenue of the Stars, and a Resolution Authorizing the City Manager to execute this amendment. (CMO/BB)

17. Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Overpass Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the Rockhill Parkway Overpass U.S. D.O.T. No. 675281B (Engineering/DLC)

18. 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 a northeast practice field complex located near the corner of Eldorado Parkway and Independence Parkway. (Parks/JED)

19. Consider and act upon award of bid #1302-032, Hurco Vac 250 36HP Diesel, Spin Doctor SD800 Boom to Jim Cox Sales, Inc. (Public Works/TJ)

20. Consider and act upon ratification of emergency purchase orders with DXP Enterprises, Inc. for the repair of five (5) pumps in the Frisco Water System. (Public Works-Water/TJ)

21. Consider and act upon approval of Amendment #1 to that certain Impact Fee Agreement by and between Yeager of Frisco, LLC (formerly Yeager Properties) and the City of Frisco dated April 4, 2012 and authorize the City Manager to execute the amendment. (CMO/RP)

22. Consider and act upon authorization for the City Manager to execute a Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program Agreement by and between the City of Frisco and the Texas A&M Forest Service for reimbursement of firefighter training tuition costs (FIRE / LG)

23. 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.)

24. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive. Zoned Planned Development-24-Manufactured Home. Neighborhood #23. Case No. SUP12-0023. (Development Services/MW)

25. Consider and act upon adoption of an Ordinance amending a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6. Case No. SUP12-0024. (Development Services/MW)

26. Consider and act upon adoption of an Ordinance to rezone 152.7± 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/Townhome/Multifamily/Retail. Neighborhood #41. Zoning Case No. Z12-0019. (Development Services/MW)

27. Consider and act upon adoption of an Ordinance to rezone and reclassify 34.0± acres from Commercial-1 (C-1), Multifamily-15 (MF-15), and Planned Development-9-Multifamily-19/Commercial-1/Patio Home (PD-9-MF-19/C-1/PH) to Single Family-7 (SF-7) on the northeast corner of Wyndbrook Drive and Towne Bridge Drive, and the areas east of Kings Ridge Road, north of Huntington Road. Neighborhood #19. Case No. Z12-0022. (Development Services/RC)

28. Consider and act upon adoption of an ordinance amending the Zoning Ordinance regarding Home Occupations. ZA12-0001 (Dev Svcs/JW)

29. Consider and act upon an Amendment to Ordinance 12-10-67 establishing maximum speed limits on city streets within the City of Frisco (Engineering/SL).

REGULAR AGENDA

30. Consider and act upon actions necessary for the May 11, 2013 General Election in the City of Frisco.
(Considere y actúe sobre acciones necesarias para la Elección general en la Ciudad de Frisco el 11 de Mayo, 2013) CSO/JP

A. Consider and act on approving a contract with Collin County Elections Administrator.

B. Consider and act upon approval of a contract with Denton County Elections Administrator. (CSO/JP)

C. Consider an act on approval of an agreement to hold a joint election with Lewisville Independent School District (LISD). (CSO/JP)

D. Consider an act on an agreement to hold a joint election with Frisco Independent School District (FISD) and Collin College District. (CSO/JP)

31. Presentation and Acceptance of the Fiscal Year 2012 Comprehensive Annual Financial Report (CAFR), Auditor's Report, and Popular Annual Financial Report (Financial Services/AC)

32. Consider and Act Upon Approval of Amendment to Ordinance No. 12-09-61 Adopting the City of Frisco Fiscal Year 2013 Budget (Financial Services/JH)

33. Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Economic Development Corporation Fiscal Year 2013 Budget. (Financial Services/JH)

34. Consider and Act on adoption of the Council Strategic Goals (CMO).

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

36. 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, March 1, 2013 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #5.

Engineering Services Monthly Report

City Council Meeting: March 5, 2013

Welcome to the City of Frisco Engineering Services Department monthly report.

This report provides a brief status of current roadway, traffic signal, arterial lighting, and water and wastewater capital projects. The status provides approximate schedules and costs. The report also includes highlights of various activities of the traffic division and stormwater division. The development review division maintains a full workload in support of new private projects. The division's activity level is reflected in the monthly report for Development Services.

Our department's core functional areas include:

Capital Project Delivery – Administration of the city's bond funded projects related to new roads, drainage, traffic signals, roadway median lighting, water distribution, and wastewater collection.

Development Review – Construction plan review and field inspection of infrastructure that is built by private development and accepted by the City of Frisco.

Traffic Operations – Operation and maintenance of the city's traffic signal system, school zone and pedestrian safety, and special events.

Stormwater Utility – Administration of the utility including floodplain management and compliance with the federal stormwater discharge permit.

Our staff is committed to citizen focus and good stewardship of the city's resources. Our vision is to deliver the highest quality infrastructure and level of service for present and future citizens of Frisco.

Please feel free to contact us with questions or comments.

Paul Knippel, P.E.
Director of Engineering Services
972-292-5410 office direct
pknippel@friscotexas.gov

Roadway Projects

FM 423 [North] (CIP03-0056) Eldorado Parkway to US 380
Project Manager: Jason Brodigan
Description: This is a TxDOT project. Replace the existing two-lane asphalt roadway with a six-lane divided concrete roadway. Project includes paving, drainage, signals and lighting.
Status: ROW acquisition is complete and franchise utility relocations are underway.
Schedule: Roadway construction is anticipated to commence in early 2014.
Budget: $23,000,000
City Funding: No cost to City of Frisco
Other Funding: $23,000,000 (Texas Department of Transportation)

Stonebrook Parkway (CIP05-0015) Dallas Parkway to SH 289 [Preston Road]
Project Manager: Art Hartle
Description: Install 36 inch water transmission line along DNT from south of Lebanon to Stonebrook then along Stonebrook from DNT to Preston; reconstruct westbound Stonebrook pavement to widen roadway to 6 lanes.
Status: Construction 25% complete and on schedule.
Schedule: Completion in November of 2014.
Budget: $12,125,000
City Funding: $12,125,000
Other Funding: $0

Stonebrook Parkway (CIP10-0024) Fighting Eagles to Longhorn Trail
Project Manager: David L. Chacon
Description: Construct a new six-lane divided concrete roadway including underpass beneath the BNSF Railroad. Project includes paving, drainage, water, wastewater, sidewalk, lighting, landscaping and irrigation. This project will complete the connection of Stonebrook Parkway between FM 423 and the DNT.
Status: Construction 10% complete and on schedule.
Schedule: Completion in November of 2014.
Budget: $15,750,000
City Funding: $6,150,000
Other Funding: $9,600,000 (Texas Department of Transportation and the North Central Texas Council of Governments)

Phillips Creek Ranch Hike & Bike Trail (CIP11-0009)
Project Manager: Jason Brodigan
Description: 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.
Status: Construction 90% complete and on schedule.
Schedule: Completion in March of 2013.
Budget: $4,300,000
City Funding: No cost to the City of Frisco
Other Funding: $4,300,000 (Texas Department of Transportation and Republic Property Group)

Cotton Gin Road (CIP11-0017) Diamond Point to Guinn Gate
Project Manager: Tin Nguyen
Description: Construct approximately 1400 feet of two lanes, including screen wall and landscaping along west ROW.
Status: Bid award at February 12, 2013 City Council meeting.
Schedule: Construction will begin in March 2013 and be complete in fall of 2013.
Budget: $1,100,000
City Funding: $745,000
Other Funding: $355,000 (Developer Escrows)

Memorial Drive (CIP11-0016) Navaho Lane to Spring Creek Pkwy
Project Manager: Jason Brodigan
Description: This project is being constructed by The Colony and includes a new four-lane divided concrete roadway, a bridge under the BNSF Railroad, and the intersection with Town & Country. Project includes paving, drainage, retaining wall, sidewalk, lighting, landscaping and irrigation.
Status: Construction is expected to begin in summer of 2013.
Schedule: Construction is anticipated to be complete in summer of 2014.
Budget: $14,400,000
City Funding: No cost to City of Frisco
Other Funding: $14,400,000 (Denton County and The Colony)

5th Street Reconstruction and Sidewalk Improvement (CIP10-0023) Hickory to Main Street
Project Manager: Art Hartle
Description: Reconstruction of 5th Street from Main Street to Hickory and a sidewalk connection from Stonebrook to Main Street.
Status: Bid advertisement is scheduled for March 2013.
Schedule: Construction is scheduled to start in April 2013 and will be complete in early 2014.
Budget: $1,700,000
City Funding: $1,700,000
Other Funding: $0

Miscellaneous Pavement Reconstruction FY 2012 (CIP11-0018) Teel and Parkwood
Project Manager: Art Hartle
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.
Status: Construction is 75% complete and on schedule.
Schedule: Construction completion in May 2013.
Budget: $828,000
City Funding: $828,000
Other Funding: $0

Miscellaneous Pavement Reconstruction FY 2013
Project Manager: Jason Brodigan
Description: Reconstruct areas of failed pavement.
Status: Locations being evaluated and prioritized.
Schedule: Construction will begin in fall of 2013.
Budget: $1,100,000
City Funding: $1,100,000
Other Funding: $0

Lebanon – DNT Intersection Improvements (CIP05-0026)
Project Manager: Art Hartle
Description: Build-out of all lanes at intersection.
Status: Project is being redesigned to work within existing ROW.
Schedule: Construction is not scheduled.
Budget: $2,120,000
City Funding: $2,120,000
Other Funding: $0

Preston Road Intersection Improvements (CIP11-0006) SH 121 to Main St
Project Manager: Jason Brodigan
Description: Construct additional turn lanes at intersections (Warren, Lebanon, Wade, Rolater, Main) on Preston Rd between SH 121 and Main St.
Status: Under design.
Schedule: Construction completion in late 2014.
Budget: $4,500,000
City Funding: $600,000
Other Funding: $3,900,000 (Texas Department of Transportation)

Preston Rd (SH 289) Landscape (CIP10-0027) Main St to US 380
Project Manager: Jason Brodigan
Description: Install median irrigation and landscaping. Project to be constructed by TxDOT.
Status: Design is complete. Staff is working with TxDOT to secure Green Ribbon funding for the project. Project is on hold until an agreement with TxDOT is finalized.
Schedule: Not scheduled.
Budget: $910,000
City Funding: To be determined
Other Funding: Texas Department of Transportation

Panther Creek Parkway (CIP11-0026) Honey Grove to Coit
Project Manager: Jason Brodigan
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).
Status: Design is 90% complete.
Schedule: Construction is anticipated to begin in June of 2013.
Budget: $900,000
City Funding: $900,000
Other Funding: $0

Coit Rd (CIP11-0024) Country Ridge to Panther Creek
Project Manager: Jason Brodigan
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.
Status: Design is 90% complete. Construction will begin upon relocation of a major natural gas metering station by Atmos Gas.
Schedule: Construction is anticipated to begin in June of 2013.
Budget: $1,500,000
City Funding: $750,000
Other Funding: $750,000 (Collin County)

Coit Road (CIP10-0002) Main Street to Eldorado Parkway
Project Manager: Jason Brodigan
Description: Replace the existing two-lane asphalt roadway with a four-lane divided concrete roadway. Project includes paving, drainage, water transmission line, lighting, landscaping, and irrigation.
Status: Construction contract was awarded at the January 15, 2013 City Council meeting. Utility relocations will begin in February; roadway construction to commence in March 2013.
Schedule: Construction completion in fall of 2013.
Budget: $7,000,000 including road and waterline.
City Funding: $3,900,000
Other Funding: $3,100,000 (Collin County)

Rockhill Parkway (CIP08-0007) CR 26 to Dallas Parkway
Project Manager: David L. Chacon
Description: Construct a new six-lane divided concrete roadway. Project includes paving, bridge, retaining walls, drainage, water transmission line, lighting, landscaping and irrigation.
Status: Construction contract was awarded by City Council on February 5, 2013. Construction will begin in March, 2013.
Schedule: Construction will be complete in fall of 2014.
Budget: $8,940,000 including water line.
City Funding: $5,140,000
Other Funding: $3,800,000 (Collin County)

Rockhill Parkway (CIP10-0015) Dallas Parkway to Preston
Project Manager: David L. Chacon
Description: Construct a new six-lane divided concrete roadway. Project includes paving, bridge, retaining walls, drainage, water transmission line, lighting, landscaping and irrigation.
Status: Construction contract was awarded by City Council on February 5, 2013. Construction will begin in March, 2013.
Schedule: Construction will be complete in fall of 2014.
Budget: $20,500,000 including water line.
City Funding: $11,000,000
Other Funding: $9,500,000 (Collin County)

Custer Road [FM 2478] (CIP10-0018) SH 121 to Stonebridge
Project Manager: Jason Brodigan
Description: Widen existing 4 lane divided roadway to 6 lanes. Project includes paving, bridge widening, signal modifications, and illumination.
Status: Design is approximately 30% complete.
Schedule: Construction is scheduled to begin in early 2014.
Budget: $6,620,000
City Funding: $820,000
Other Funding: $5,800,000 (Texas Department of Transportation and the North Central Texas Council of Governments)

Eldorado Parkway (CIP05-0006) Preston Road to Custer Road
Project Manager: Toyin Fawehinmi
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.
Status: Under construction and on schedule.
Schedule: Completion in November of 2013.
Budget: $6,850,000
City Funding: $3,425,000
Other Funding: $3,425,000 (Collin County)

Main Street [FM 3537] (CIP03-0108) Preston Road to Custer Road
Project Manager: Jason Brodigan
Description: This is a TxDOT project, with some city cost and engineering participation. Project includes replacement of the existing two-lane asphalt roadway with a six-lane divided concrete roadway, drainage, signals, roadway lighting, landscaping and irrigation.
Status: TxDOT awarded the construction contract. The contractor will begin roadway work when franchise utility relocations are completed. Staff is conducting monthly utility coordination meetings to help facilitate utility relocations.
Schedule: Roadway construction anticipated to commence in April 2013.
Budget: $2,750,000
City Funding: $2,750,000
Other Funding: $27,000,000 (Texas Department of Transportation)

US 380 (CIP10-0017) CR 26 to Coit Rd
Project Manager: Jason Brodigan
Description: This is a TxDOT project. Widen the existing five-lane roadway to a freeway section including frontage roads and grade separated intersections at DNT and Preston Road.
Status: The preliminary design has been approved by TxDOT and the FHWA. TxDOT has begun surveying and collecting data to prepare the final design plans.
Schedule: Construction is scheduled to begin in January of 2015.
Budget: $78,000,000
City Funding: No cost to City of Frisco
Other Funding: $78,000,000 (Texas Department of Transportation)

County Road 26
Project Manager: David L. Chacon
Description: Construction of north-south segment of roadway between Rockhill Parkway and US 380.
Status: Engineering design contract is being developed.
Schedule: Design will commence in spring 2013. Construction will commence in spring of 2014.
Budget: $4,500,000 including water and wastewater lines.
City Funding: $4,500,000
Other Funding: $0

Annual Sidewalk Construction Program (CIP13-0006)
Project Manager: Tin Nguyen
Description: Annual program for infill, connectivity, and compliance with federal accessibility requirements.
Status: Location selection for FY 2013 program is underway.
Schedule: Construction will commence in summer of 2013.
Budget: $500,000
City Funding: $500,000
Other Funding: $0

Roundabout at Intersection of Warren Parkway and Ohio Drive
Project Manager: Brian Moen
Description: Install multilane roundabout in lieu of a traffic signal.
Status: Design will commence in April 2013. Public information and input meeting is being scheduled for late March 2013.
Schedule: Construction is planned to begin in early 2014.
Budget: $365,000
City Funding: $365,000
Other Funding: $0

Traffic Signal Projects

Traffic Signal - Eldorado Pkwy at Dallas Pkwy (CIP05-0036)
Project Manager: Shelley Lang
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.
Status: Highway ITS has started the initial phases of construction, which includes locating utilities and project staking.
Schedule: Construction completion in summer 2013.
Budget: $670,000
City Funding: $670,000
Other Funding: $0

Traffic Signal – DNT / Cotton Gin (CIP04-0034)
Project Manager: Shelley Lang
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.
Status: Initial phases of construction has begun, which includes locating utilities and project staking.
Schedule: Construction completion in summer 2013.
Budget: $635,000
City Funding: $635,000
Other Funding: $0

Traffic Signal - Eldorado Pkwy at Wal-Mart (CIP04-0050)
Project Manager: Shelley Lang
Description: Replace temporary traffic signal with a permanent traffic signal.
Status: Durable Specialties was awarded this project on February 5, 2013. A pre-construction meeting will be scheduled soon.
Schedule: Construction is anticipated to begin in March 2013 and will be completed in summer 2013.
Budget: $200,000
City Funding: $50,000
Other Funding: $150,000 (escrows)

Traffic Signal – Eldorado at Lenox (CIP03-0077)
Project Manager: Shelley Lang
Description: Traffic Signal for the intersection of Eldorado (FM 2934) at Lenox. This traffic signal will need to be authorized by TxDOT.
Status: Under construction and on schedule.
Schedule: Construction will be completed in late spring 2013.
Budget: $215,000
City Funding: $135,000
Other Funding: $80,000 (escrows)

Traffic Signal - Fire Station #6 (CIP12-0002)
Project Manager: Shelley Lang
Description: Install an emergency vehicle traffic control signal on Eldorado Pkwy (FM 2934) at Fire Station #6.
Status: Initial phases of construction has begun, which includes locating utilities and project staking.
Schedule: Construction will be complete in summer 2013.
Budget: $110,000
City Funding: $110,000
Other Funding: $0

Traffic Signal - Teel at Old Orchard (CIP12-0008)
Project Manager: Shelley Lang
Description: Install a traffic signal on Teel Parkway at Old Orchard Drive.
Status: Design is 65% complete.
Schedule: Construction is planned to commence in summer 2013.
Budget: $200,000
City Funding: $200,000
Other Funding: $0

Traffic Signal- Independence at Kelmscot (CIP13-0002)
Project Manager: Shelley Lang
Description: Install a traffic signal on Independence Parkway at Kelmscot Drive.
Status: Design is 65% complete.
Schedule: Construction is planned to commence in summer 2013.
Budget: $200,000
City Funding: $100,000
Other Funding: $100,000 (escrows)

Water Distribution & Wastewater Collection System Projects

Fairways LS Generator (CIP11-0004) within Fairways LS property
Project Manager: Art Hartle
Description: Install emergency generator
Status: Contractor has installed the emergency generator and set the motor control centers. Wiring is now being installed.
Schedule: Construction is 95% complete. Construction completion in March 2013.
Budget: $940,000
City Funding: $940,000
Other Funding: $0

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit
Project Manager: David L. Chacon
Description: Preliminary engineering alignment for 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.
Status: Preliminary alignments are being developed.
Schedule: Not scheduled.
Budget: $1,750,000
City Funding: $1,750,000
Other Funding: $0

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)
Project Manager: David L. Chacon
Description: Install new 24" wastewater line along Panther Creek from west of DNT to Preston Road.
Status: Design is 90% complete. Easement acquisition is in progress.
Schedule: Anticipate construction start in May of 2013
Budget: $3,670,000
City Funding: $3,670,000
Other Funding: $0

Panther Creek Sewer Interceptor Phase 3 (CIP10-0014) Along tributary of Panther Creek to east of DNT
Project Manager: David L. Chacon
Description: Approximately 2,600 LF of east-west sanitary sewer south of Rockhill Parkway.
Status: Design is 90% complete. Easement acquisition is in progress.
Schedule: Anticipate construction start in spring of 2013.
Budget: $2,600,000
City Funding: $2,600,000
Other Funding: $0

North Stewart Creek Interceptor (CIP08-0013) Stewart Creek WWTP to BNSF RR
Project Manager: Art Hartle
Description: Sanitary sewer from Stewart Creek Wastewater Treatment Plant northward to BNSF Railroad. (Project #10 on WW CIP Master Plan Map)
Status: Surveying began in January 2013.
Schedule: Anticipate construction start in August 2013.
Budget: $9,260,000
City Funding: $9,260,000
Other Funding: $0

Panther Creek Reuse Line (CIP11-0002) Trails Golf Course to Panther Creek WWTP
Project Manager: Art Hartle
Description: Extension of reuse line from Panther Creek WWTP south to terminus of existing reuse line at The Trails Golf Course. Interconnects reuse flow from Stewart Creek WWTP and Panther Creek WWTP.
Status: Review of preliminary engineering and route study. Final design to commence in spring of 2013.
Schedule: Anticipate construction start in early 2014.
Budget: $6,720,000
City Funding: $6,720,000
Other Funding: $0

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road
Project Manager: David L. Chacon
Description: Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.
Status: Construction is 90% complete.
Schedule: Construction completion in March 2013.
Budget: $4,840,000
City Funding: $1,380,000
Other Funding: $3,460,000 (Texas Department of Transportation reimbursement)

Dallas Parkway 30" Waterline (CIP06-0026) Along DNT (Panther Creek Pkwy to Rockhill Rd)
Project Manager: David L. Chacon
Description: Construct 9,400 linear feet of 30" water transmission main.
Status: Construction is 95% complete.
Schedule: Construction scheduled to be complete in March 2013.
Budget: $2,940,000
City Funding: $2,940,000
Other Funding: $0

Dallas Parkway 20" Waterline (CIP06-0020) DNT (Stonebrook - Main)
Project Manager: David L. Chacon
Description: Construction of a 20" water line along Dallas Parkway from Stonebrook to Main.
Status: Design is approximately 50% complete.
Status: Construction is anticipated to begin in November 2013.
Budget: $3,660,000
City Funding: $3,660,000
Other Funding: $0

Legacy Elevated Water Storage Tank (CIP10-0019)
Project Manager: Art Hartle
Description: Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST at the southeast corner of Warren and Legacy.
Status: Design is complete. Property acquisition is underway.
Schedule: Construction completion is planned for summer of 2014.
Budget: $4,250,000
City Funding: $4,250,000
Other Funding: $0

FM 423 and Stonebrook Elevated Water Storage Tank
Project Manager: Art Hartle
Description: Construct new 1.5 million gallon tank to serve growth on west side.
Status: Consultant contract is being developed to evaluate need and timing. Property for tank site has been acquired.
Schedule: Engineering evaluation will commence in spring 2013.
Budget: $4,500,000
City Funding: $4,500,000
Other Funding: $0

Downtown Elevated Water Storage Tank Re-Paint
Project Manager: Art Hartle
Description: Re-paint landmark water tower at Seventh Street and Elm Street.
Status: Consultant contract is being developed.
Schedule: Re-painting is planned for summer of 2013.
Budget: $300,000
City Funding: $300,000
Other Funding: $0

Gaylord – DNT Wastewater System Capacity Improvements (CIP12-0005)
Project Manager: David L. Chacon
Description: Increase capacity to serve existing multiuse development and future development at northwest corner of Warren and DNT.
Status: Design is 60% complete.
Schedule: Construction will commence in summer of 2013.
Budget: $3,600,000
City Funding: $3,600,000
Other Funding: $0

Lone Star Ranch Wastewater Lift Station Capacity Improvements
Project Manager: Art Hartle
Description: Evaluation, design, and construction of improvements to accommodate current growth in the service area.
Status: Consultant contract is being developed.
Schedule: Construction is planned to be underway in early 2014.
Budget: $6,000,000
City Funding: $6,000,000
Other Funding: $0

Northwest Water and Wastewater System Expansion (CIP07-0061)
Project Manager: David L. Chacon
Description: Install looped waterline along FM 423 to US 380. Install wastewater collection main from Panther Creek WWTP north along FM 423 to approximately 3,000 feet south of US 380.
Status: Design is complete. Easement acquisition is in progress.
Schedule: Construction is not scheduled.
Budget: $7,200,000
City Funding: $7,200,000
Other Funding: $0

Stewart Creek Wastewater Treatment Plant Expansion
Project Manager: Paul Knippel
Description: Increase capacity from 5.0 million gallons per day (MGD) to 10.0 MGD. Project design and construction is being administered by North Texas Municipal Water District.
Status: Preliminary engineering is underway.
Schedule: Final design expected to commence in late spring 2013 and construction is expected to commence in summer of 2014.
Budget: $33,000,000
City Funding: $33,000,000
Other Funding: $0

Water and Wastewater System Modeling
Project Manager: Jason Brodigan
Description: Update pipe network analysis models developed for 2008 Master Plans. Review actual and projected land use. Input new infrastructure and calibrate. Establish base-line existing system models for evaluation of new development and system operation.
Status: Under contract scoping
Schedule: On-going effort to update and maintain models.
Budget: $200,000
City Funding: $200,000
Other Funding: $0

Arterial Lighting Projects

Illumination Corridor Project (CIP07-0017)
Project Manager: Shelley Lang
Description: Install median lighting on the following five corridors:
1. Hillcrest Rd between Eldorado Pkwy and Haversham Dr
2. Gaylord Pkwy between Preston Rd and Ohio Dr
3. Warren Pkwy between Preston Rd and Ohio Dr
4. Ohio Dr between SH 121 and Prestmont Pl
5. Preston Rd between SH 121 and Gaylord Pkwy

Status: The contractor has completed all the underground work, which includes the conduit, pull boxes and foundations.
Schedule: Construction completion in March 2013.
Budget: $564,675
City Funding: $480,495
Other Funding: $84,180 (escrows)

Preston Road [SH289] (CIP07-0018) Main St to US 380
Project Manager: Shelley Lang
Description: Install median lighting.
Status: Construction has begun and is on schedule.
Schedule: Construction completion in May 2013.
Budget: $808,000
City Funding: $728,200
Other Funding: $79,800 (escrows)

Wade Blvd (CIP07-0023) Collin College to Ohio Dr
Project Manager: Shelley Lang
Description: Install median lighting on Wade between Collin College and Ohio Dr.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $43,935
City Funding: $23,380
Other Funding: $20,555 (escrows)

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy
Project Manager: Shelley Lang
Description: Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $200,760
City Funding: $200,760
Other Funding: $0

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Description: Install median lighting on Ohio/College between Hillcrest and Coit.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $266,820
City Funding: $266,820
Other Funding: $0

Lebanon Rd (CIP11-0013) FM 423 to West City Limits
Project Manager: Shelley Lang
Description: Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $254,210
City Funding: $128,765
Other Funding: $125,445 (escrows)

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave
Project Manager: Shelley Lang
Description: Install median lighting on Legacy between Eldorado and Crane.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $53,450
City Funding: $14,715
Other Funding: $38,735 (escrows)

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd
Project Manager: Shelley Lang
Description: Install median lighting on Ohio between Wade and Hillcrest.
Status: Design is 90% complete.
Schedule: Not scheduled.
Budget: $117,060
City Funding: $108,395
Other Funding: $8,665 (escrows)

Traffic & Transportation Highlights

Development/CIP Plan Reviews – Staff reviewed 72 sets of development and CIP plans this month. Staff also processed three TxDOT permit applications.

Bicycle-Friendly Community – A new committee was formed in December 2012 to work towards Frisco being named a bicycle-friendly community by championing and prioritizing various development, infrastructure, and outreach policies and improvements. The Transportation Division has a seat on the committee, as do other departments as well as Frisco ISD and the bicycling community.

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).

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. An RRFB was installed in front of Cobb Middle School at the beginning of the school year and staff studied it and found that it has increased compliance. We are considering installing 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 three campuses based on resident concerns and installed additional No Parking signs at one campus; coordinated crossing guard changes on Legacy Drive due to gas line work and on Coit Road due a change in student walking patterns; and discussed crossing guard and sidewalk needs for next school year based on new housing development that is coming online now.

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 Daddy Daughter Dance and the Chunk Your Junk events.

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 http://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. This month, staff oversaw various side street closures along Stonebrook Parkway while continuing to monitor 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 in construction zones. 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 31 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. During the month of February four intersection had FYA's installed along Preston Road at Panther Creek Parkway, Rockhill Parkway, Meadowhill Drive and at the intersection of Eldorado Parkway and Rogers Road. 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 http://friscotexas.gov/FYA

Training and Conference Attendance – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in the Texas Section of ASCE and is the President 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, 88 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 363 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 Chunk your Junk, the Daddy Daughter Dance, and the introduction of the red light enforcement camera on Legacy Drive at Main St.
Beyond responding to items that need to be constructed or repaired, city crews perform regular preventative maintenance on traffic signal equipment each month. This includes testing of each traffic signal's video detection cameras, "conflict monitor" equipment, and Opticom equipment (which provides emergency vehicle preemption of the traffic signal).
City crews also operate and maintain 125 school zone flashers, two pedestrian crossing flashers, two warning sign flashers, and one set of pedestrian-activated flashing beacons (RRFB).

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	99%

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. This month, staff reviewed all of the signs installed by the contractor and is working with them to make some adjustments before the project is finalized.

Stormwater Utility Highlights

Teel Parkway Retention Facility – Northeast corner of Teel Parkway and High Shoals Drive
Project Manager: Perry Harts
Description: This is a joint project between Parks and Engineering. Project includes hardscape and vegetation. The hardscape will consist primarily of concrete sidewalks along the perimeter of the facility. Other hardscape items may be added subject to available budget. The vegetation will consist primarily of native wetland plants, trees, and turf grass.
Status: Broadcast native and rye grass late February.
Schedule: Design will commence in Spring 2013.
Budget: $1,200,000
City Funding: $1,200,000
Other Funding: $0

Master Plans - To assist floodplain and storm water management, comprehensive hydrologic and hydraulic watershed studies are being performed across the city's five major watersheds. These plans are needed to monitor erosion, document areas of concern and promote development. Studies have been completed for Stewart Creek and Cottonwood Branch.

The Panther Creek Watershed Study is being performed by Kimley-Horn and Associates and is in its final stages of review. The study is anticipated to be complete and available for development use in Spring 2013.

The West Rowlett Creek Watershed Study is being performed by Freese and Nichols, Inc. It is anticipated that surveying will be completed in the next couple of weeks. The next task will be creating the hydrologic model. The project is on schedule and anticipated to be complete late 2013.

Public outreach – Two watershed protection events are scheduled for March 2013. Volunteers will be placing "Don't Dump" markings on stormwater inlets around the City. To date, we have placed over 3,000 markings.

Stormwater Facility Maintenance – The stormwater crew is currently working on maintaining various outfalls, channels and box culverts throughout the city. The maintenance includes clearing debris such as trees and brush and removing material from the stormwater facility to ensure the capacity of the system is preserved.

Stormwater Inspections – The city has two stormwater inspectors that review construction plans, attend pre-construction meetings, and inspect projects. The inspectors are currently responsible for over 100 active projects in various stages of construction. These projects include single-family, commercial, institutional, as well as capital projects.

AGENDA ITEM #6.

January 2013 - Library Report on Usage and Programming Activities

Benchmarked Statistics	January 2013			Year - To - Date FY2013		[1]Benchmark Group
Total In-Library Transactions Per Capita	1.05			0.95		0.94
Total In-Library Transactions Per FTE	3,428			3,100		2,382
Collection Size Per Capita	1.38			1.38		2.00
Square Feet Per Capita	0.38			0.38		0.55
Patron Visits Per Capita	0.34			0.31		0.36
Patron Visits Per FTE	1,095			1,011		910
Operating Statistics	**January 2013**			**Year - To - Date FY2013**		
Total In-Library Transactions	137,106			489,540		
Total Circulation	101,041			361,643		
In-House Use	15,156			54,425		
New Cardholders	1,001			2,597		
Reference Questions	11,666			36,710		
Onsite Computer Users	4,133			16,442		
Program Attendance	3,576			15,830		
Interlibrary Loan	533			1893		
Total E-Branch Transactions	52,577			190,415		
E-Branch Transactions Per Capita	0.40			0.37		
E-Branch Transactions Per FTE	1,314			1,206		
Database Searches	10,979			44,425		
Library Website Sessions	34,266			121,954		
Downloadables Circulation	7,290			23,860		
Downloadables Circ. As % of Total Circ.	7.2%			6.6%		
Online Homework Help	42			176		
Total Cardholders	52,007			52,077		
Patron Visits	43,788			159,624		
Library Assets - Collection	178,997			178,997		
Library Volunteer Hours	319			1,660		

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

Library Report on Programming and Usage Activities
January 2013

1) Analysis of Statistical Report

The January 2013 reflects the final planned clean-up of inactive and ineligible cardholders as part of the membership changes implemented on October 1, that instituted annual fees for non-residents except those living in the reciprocal agreement cities of Plano, Allen, McKinney, and The Colony.

Despite the large decrease in cardholders (37%) as a result of the membership changes and database cleanup, the library workloads and member demand levels have decreased by relatively small amounts. For example:

- Patron visits are down only 7% over FY2012, meaning visits per cardholder are up 49%.
- Program attendance year-to-date is essentially the same as FY2012 levels, meaning that program attendance per cardholder is up some 59%.
- Library website sessions are down 9% in total from FY2012, resulting in website visits per cardholder being up 45% over last year.

January saw new cardholder applications double from December of 2012 as a number of persons whose accounts were deactivated for inactivity came into the library and chose to reactivate their memberships.

2) Upcoming Events

- The library has a unique program for teens coming up next March 12th, an Introduction to Filmmaking. We're calling on teens who want to make a short film or fun YouTube video. Attendees will learn to write a simple script and produce a short piece in this introductory scriptwriting program. Get details at friscolibrary.com/calendar.
- For elementary school students, join us March 13th to Skype with Dan Yaccarino, acclaimed author, illustrator, producer and designer. Visit with Dan in his studio where he will show sketches, read books, and answer questions. Dan's newest book *Doug Unplugged* was just released in February 2013. Again, details are at friscolibrary.com/calendar.
- The library continues its annual tax assistance program in partnership with AARP through April 13th. Tax help is given on Thursdays and Saturdays on a first come, first served basis. Participants should check the library website event calendar at friscolibrary.com/calendar to ensure they are bringing the needed materials and to check for specific times.

AGENDA ITEM #7.

FRISCO
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Parks and Recreation Report: City Council Meeting of March 5, 2013

Hike and Bike Trail Projects

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 - Since the last monthly report, the proposed trail alignment has been staked with the Park consultant to come and survey this area in order to build a base map. Otherwise, the Park consultant will continue to work on elements of the trail project in order to bid the ultimate construction this summer.

Current Status – The consultant is currently surveying the area and will begin layout for the trail project that will include coordination with the Frisco Independent School District (FISD) for construction documents. It is anticipated that this project will be publically bid by this summer.

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 has met with Plano and is currently in the process of negotiating a contract for the design work.

Current Status – Our staff is working with the City of Plano staff to see if they would like to participate in their connection of the trail that starts/ends at SH121. We hope to get conclusive news of this within the next month.

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 - The land acquisition for the project was held up, due to needing additional drawings from the USACE. Staff is meeting with the Lone Star Ranch subdivision on February 7, 2013 to discuss the project and answer questions. It is anticipated that land acquisition will take 60 days after that meeting.

Current Status – Since staff's last report, we have met with Lone Star Ranch residents and had a productive, encouraging meeting regarding their thoughts and concerns for the USACE project. The Lone Star Ranch Board is working up an agreement for the land acquisition needed for that section of the trail. Staff continues to work with Pulte Homes for the acquisition of land within the Del Webb Development. Once both properties are acquired, the Corp and Staff will proceed with the project.

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Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – January 2013

Senior Center	Previous Month		Year-To-Date	
	FY13	+/- from FY12	FY13	+/- from FY12
Membership Visits	4,530	-13.6%	16,774	-6.3%
Total Members	1,871	2.2%	N/A	N/A
Membership Revenue	$1,372	122.7%	$2,794	49%
Program Revenue	$6,890	24.2%	$ 22,800	-10.2 %
Total Revenue	**$8,262**	**34%**	**$25,594**	**-6.1%**
Membership Expense	$31,046	20%	$95,834	-8.9%
Program Expense	$15,018	23.6%	$53,162	10.1%
Total Expense	**$46,064**	**21.1%**	**$148,997**	**-2.9%**

Of Note:

- Senior Center Total Membership was up in comparison with Jan. 2012
- Membership Revenue has increased greatly due to offering two rentals times per month. Revenue has more than doubled.
- Program Revenue has also increased during this time.
- Program Expenses have increased and will probably be more this year due to the fact that in past years a program staff member taught 6-8 of our fitness classes. Since May 2012, contract instructors have been paid to cover the popular fitness classes at the Senior Center.

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Frisco Athletic Center

Current Status – January 2013

Frisco Athletic Center	January – 2012		Year-To-Date	
	FY13	+/- from FY12	FY13	+/- from FY12
Membership Visits	53,258	-3.5%	168,438	-2.3%
Total Members	13,074	0.4%	N/A	N/A
Total Accounts	4,323	0.1%	N/A	N/A
Membership Revenue	$ 256,145	-2.4%	$ 894,754	-1.2%
Program Revenue	$ 73,846	-1.8%	$ 209,028	4.3%
Total Revenue	**$ 329,991**	**-2.3%**	**$ 1,103,782**	**-0.2%**
Membership Expense	$ 169,121	0.8%	$ 630,069	4.2%
Program Expense	$ 49,245	4.3%	$ 201,590	-5.2%
Building Services	$ 2,538	-85.8%	$ 50,677	-5.1%
Total Expense	**$ 220,904**	**-5.1%**	**$ 882,336**	**1.3%**

Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.
Previous Status - Construction began the first week of January and work is progressing well. The sewer line is being installed as well as the pouring of the slab has taken place. It is anticipated that the masonry construction will begin prior to the end of February.
Current Status – Since the time of last month's report, the sewer line has been installed and the foundation pads have been poured. Masonry work has begun on the project and is on schedule. Steel for the structures is being scheduled for delivery by the first week in March and construction will begin shortly thereafter.

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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 – The park consultant will be surveying the property in order for the master planning process to begin. This information will also be helpful for the consultant to use once design on the project is ready to being.
Current Status – Design and construction documents for the park will follow master planning of the site. This is expected to occur within the next 120 days as master planning of the site concludes.

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 - The Park Consultant is about to begin the master planning process which allows for the survey of the property and initial drawings to take place for the master plan to begin to form.
Current Status - Since the last monthly report, the Park Consultant has surveyed the property and begun developing a base map and layout with City Staff. Staff is currently working with the FISD to plan for the ultimate Middle School to be developed adjacent to the park site. Master planning for the project will continue the next 90 days with potential construction of the park site to take place in 2014.

Community Park Construction

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 – Based on the tour of facilities as well as conversations with field user representatives and staff, the consultant has developed three conceptual plans which will be reviewed by consultants and staff the last week of January. Plans would then proceed with a general meeting involving the various sports groups for their additional input so that the consultant can continue moving forward with construction plans.
Current Status – A concept plan for the proposed work has been established and has been reviewed by the different sports organizations. A visual illustration of the plan is currently being put together to present to a joint meeting of the Parks and Recreation Board and FCDC in March. Council will also receive this

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information. On Friday, February 22, 2013 staff met with the park consultants to review a hydrology study and flood plain to evaluate the project areas and look for potential corrections or adjustments. The existing practices fields will be moved from Harold Bacchus Community Park to another park location. Staff is currently evaluating that relocation. Staff is currently in the process of working with a consultant for design and construction elements for the project. After the joint meeting with P&R and CDC, the master plan revision for the park will be considered and sent to the City Council for final approval. Should this be approved, construction plans will proceed for the Phase III development of Harold Bacchus Community Park.

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 work with the developer and the City Attorney to finalize a developer's agreement in order to begin the construction of the park.

Current Status - Staff continues to work with the developer and the City Attorney to come to a conclusion regarding a developer's agreement between the City and the developer to define the factors leading to the construction of the park.

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 USACE is reviewing the permit. We are currently scheduling an interagency meeting where the various agencies will come to Frisco to discuss the project and walk the site. Staff is in the process of setting up a meeting with City Council to discuss phase one elements and budget in February. Preliminary design continues to progress on the kids place area, the lakes, and the infrastructure.

Current Status – The USACE continues to review the permit, which will likely continue for another 16 months. The interagency meeting where various governmental agencies will come to Frisco to discuss the project and tour the area is scheduled to take place in March. A joint meeting of the City Council and the Grand Park subcommittee is scheduled to take place on Tuesday, February 26 at the Senior Center at Frisco Square. At that time, Phase I elements of the park will be discussed and direction provided to the consultant will occur. Additional meetings of the two groups are expected to take place in March, April and May.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

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

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 – During the January 17th meeting of the Frisco Community Development Corporation, the Board considered and approved funding to the Hope Park group for $200,000 to assist in the overall funding effort to build the $600,000 playground in April. Concurrently, Park Planning Staff continues to work with the playground architect and the volunteer group to coordinate the various aspects of the project.
Current Status – The project remains on target for the construction to take place in April. Closing of Friendship Park, which is the current playground, took place on Tuesday, February 19, 2013. Demolition of many of the components of the original playground will occur during the month of March in preparation for the renovation of this portion of the playground. The Hope Park playground will then occur after the renovation by volunteers creating new exciting elements for the overall playground.

Special Events

Recently completed events:

7th Annual TAAF Winter Games of Texas – Great weather and great participation accompanied this year's 7th Annual TAAF Winter Games of Texas, January 18-21. This year thirteen events with more than 4,000 athletes participating took part in 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. Winners from this year's event as well as from this summer's 2012 TAAF Summer Games qualified and will be eligible to compete in the National State Games of America that will be taking place in Hershey-Harrisburg, Pennsylvania July 31-August 4, 2013. Congratulations to all of the athletes, parents and visitors and thanks for coming to Frisco!

16th Annual Daddy-Daughter Dance – Another series of successful Daddy Daughter Dances were completed on Saturday, February 2, 2013 at the Frisco Conference Center. All totaled, we had 5,880 participants at this year's event, which is a new record. Staff will be tabulating the results of all the surveys that were completed by participants from Saturday to see what things were successful, what possible suggestions might have been offered for next year's event, etc. Online ticket sales and the use of ticket scanning at the event proved to be successful examples from this year's participants. Staff will begin preparations for next year's 17th Annual Daddy Daughter Dance over the next several months.

9th Annual Trick a Trout – The Ninth Annual Trick a Trout kid fishing event took place at Frisco Commons Park on Saturday, February 9, 2013 to an enthusiastic crowd of boys and girls and adults alike. Officially, the annual event began at 8:00 am, but groups of people came and enjoyed the fishing throughout the

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morning and well into the afternoon. Trick A Trout was free to all and we saw over 1,000 participants during the day of the event.

Upcoming Events:

21st Annual Easter Eggstravaganza – Come bring your boys and girls out to this year's City of Frisco Twenty-First annual Easter Eggstravaganza event at FC Dallas Stadium on Saturday, March 16, 2013. Egg hunt locations at the FC Dallas Stadium complex will be at Fields 9-14, and this year's event will take place from 1:00 to 4:00 pm, with the big Egg Hunt beginning at 2:00 pm SHARP! This year, over 70,000 eggs will be available for boys and girls, ages 12 and younger.

As always, more fun activities will take place in addition to the Egg Hunt. There will be bounce houses, face painting and other fun activities for everyone. Come join us for a great time on March 16th!

Should rain or other weather conditions not allow for the event on March 16th, the makeup date for the Eggstravaganza will be Saturday, March 23rd at a location that will be announced.

AGENDA ITEM #8.

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: **February 28, 2013**

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

None of the Committees met during the period since last Council Meeting.

AGENDA ITEM #9.

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

5:00 PM

TUESDAY, FEBRUARY 19, 2013

MINUTES

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

CALL TO ORDER

1. ROLL CALL

The meeting was called to order at 5:05 p.m. with a full quorum present.

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, Lee Glover; Police Chief, John Bruce; 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; Library Services Director Shelley Holley; CVB Sr. Sales Manager, LaChelle Evans; Public Works Director, Gary Hartwell; Senior Planner, Mike

Walker; Planning Manager, John Webb; Parks and Recreation Director, Rick Wieland; Assistant Transportation Director, Brian Moen; and Communications Director Dana Baird.

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 Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
      ii. Receive legal advice regarding the financing of public improvements.

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

      i. Deliberation regarding the annual evaluation of City Manager, George Purefoy.

   D. 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.

   Jeff Cheney moved to enter Closed Session at 5:06 p.m. John Keating seconded the motion.

   Passed

   Vote: 6 – 0

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

   Against: (None)

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

the Closed Session.

John Keating moved to reconvene into Regular Session at 6:59 p.m. Tim Nelson seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

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

INVOCATION

Scott Johnson led the Invocation.

PLEDGE OF ALLEGIANCE

Cub Scout Pack 282 led the United States and Texas Pledge of Allegiance.

PROCLAMATIONS

REPORTS

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

   Director of Parks Rick Wieland gave a report regarding Park and Trail Development, Facilities, Special Events and Youth Development for the month of January.

   Mr. Wieland also reported that the Trick a Trout was a success and introduced Bob King who has been a volunteer at the Frisco Senior Center for many years. Mr. King invited Council to visit the Heritage Museum's new exhibit and then expressed that many of the seniors who utilize and volunteer at the Senior Center would like to see the Phase 3 expansion funded in the next budget. Many supporters were in the audience and stood to show support.

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

   Director of Public Works Gary Hartwell gave a report on water usage and other monthly activities for the month of January.

6. Financial Services Monthly Report for January 2013.

Financial Services Director Anita Cothran gave a report for the month of January 2013.

7. Fire Department Monthly Report on Incident Response and Educational Activities, January 2013.

   Assistant Fire Chief Lee Glover gave a report on the monthly incident response and educational activities for the month of January

8. Police Department's crime statistics and response times for the month of January 2013.

   Chief of Police John Bruce presented a report on the crime statistics and response times for the month of January and handed out the 2012 Biased Based Profiling Report (Exhibit A).

9. Frisco CVB January report on industry statistics.

   CVB Sr. Sales Manager LaChelle Evans gave a report on the monthly activities for the month of January. Ms. Evans reported that Director Marla Roe could not be here tonight because she is traveling to Minnesota to recruit more NCAA business to Frisco.

   Since it was past 7:30 p.m., Mayor Maso continued with Citizens Input.

10. Development Services Activities Monthly Update January 2013.

    Director of Development Services John Lettelleir gave a monthly report on the January 2013 activities. Mr. Lettelleir reported that building permits were up and provided information on the upcoming West Nile Virus season and preparations that have already been made.

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

    Legislative Committee – no meeting

    Governance Committee- no meeting

    Budget and Audit Committee- Jeff Cheney reported the budget is tracking very well so far this year and that the Committee had met with Auditors and a report would be coming soon.

    FSMD - no meeting.

Mayor Maso continued with the Consent Agenda.

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

Alexandra Van Hook, 10968 Jewelweed Drive, Frisco, Texas, asked Council to comment on the budget plan of thirteen new Frisco Independent School District schools opening.

Mayor Maso stated that the City does not influence the FISD Budget but asked city staff to assist her in finding the correct person to talk with at FISD. He then returned to Item 10.

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.)

Mayor Maso stated that the Consent Agenda and the Supplemental Consent Agenda would be voted on as separate action items.

Jeff Cheney moved to approve the Consent Agenda. Scott Johnson seconded the motion.
Passed

Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

12. Consider and act upon approval of the January 31, 2013, February 1, 2013, and February 2, 2013 Special Called Work Session, and the February 5, 2013 Regular Council meeting minutes. (CSO/JP)

13. Review and Accept the Quarterly Investment Report (Financial Services/DC)

14. Consider and act upon award of bid to Tiseo Paving Company and act upon a Resolution authorizing the City Manager to execute a Standard Form of Agreement for construction services for Cotton Gin Road Improvements (Diamond Point Lane to approximately 1400 feet south) (CIP#11-0017). (Engineering/TN) **RESOLUTION 13-02-13R**

15. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Crossing Surface Installation Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the at-

grade pedestrian crossing at All Stars Avenue DOT No. 672131H (Engineering/SL). **RESOLUTION 13-02-14R**

16. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a License Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the Rockhill Parkway 30 inch diameter water line. (Engineering/DLC) **RESOLUTION 13-02-15R**

17. 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 Core Construction, for installation of thirty-six (36) softball / baseball 'soft toss' hitting stations. (Parks/JED) **RESOLUTION 13-02-16R**

18. Consider and act upon ratification of an emergency purchase order with Xylem Water Solutions USA, Inc. for the repair of one (1) Flygt submersible wastewater lift station pump. (Public Works/TJ)

19. Consider and Act on the adoption of a Resolution authorizing the City Manager to submit documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from two events. (CVB/MR) **RESOLUTION 13-02-17R**

20. Consider and act upon approval of a purchase order to Loftin Equipment Company for the purchase of one (1) mobile diesel powered emergency generator. (Public Works/TJ)

21. 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)

Supplemental Consent Agenda

2. Consider and act upon approval of a Purchase Order with CORE Construction Services of Texas, Inc. for a Job Order Contract for materials for the Hope Park Playground at Frisco Commons Park. (Parks/TJ)

City Attorney Richard Abernathy asked that this item be pulled for discussion.

John Keating moved to pull Item 2 from the Supplemental Consent Agenda. Will Sowell seconded the motion.

Passed

Vote: 6 – 0

For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff

Cheney, Will Sowell;
Against: (None)

Mr. Abernathy asked that if approved that the motion be subject to the Community Development Corporations applicable rules and process for project approval.

Bob Allen moved to approve the Supplemental Consent Agenda subject to the CDC's applicable rules and process for project approval. Tim Nelson seconded the motion.

Passed
Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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.)

Bob Allen moved to approve the Legislative Agenda. Will Sowell seconded the motion.
Passed
Vote: 6 – 0
For: Scott Johnson, John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

22. Consider and act upon adoption of an Ordinance amending 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. Neighborhood #25. Case No. CA12-0001. (Development Services/MW) **ORDINANCE 13-02-10**

23. Consider and act upon an Amendment to Ordinance 01-11-86 establishing the maximum speed limit on SH 289 (Preston Road) within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission (Engineering/BM). **ORDINANCE 13-02-11**

REGULAR AGENDA

24. Public Hearing: Specific Use Permit Case No. SUP12-0022. A request for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.2± acres on the east side of Independence Parkway, 745± feet south of Rolater Road

and consider and act to direct staff to prepare an Ordinance of the same. Zoned Retail. Neighborhood #27. (Development Services/JE)**Approved 6 - 0**

Development Services Director John Lettelleir presented information in regard to the Public Hearing SUP 12-0022 for Kids R Kids Child Care Center and commented on changes requested by the adjacent home owners. He stated that the Planning and Zoning Commission had unanimously recommended approval with an 8 foot wall and a single row of trees but the HOA wanted a double row of trees. Mr. Lettelleir stated that the P & Z Commission left the addition row of trees to be decided between the applicant and the HOA.

Bob Allen moved to open the Public Hearing. Scott Johnson seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

Arlyn Samuelson, 1512 Bray Central Drive, McKinney, Texas, with Pogue Engineering and representing the applicant, commented on the voluntary improvements already being made at the request of the homeowners.

Collin Kanelakos, 14582 Holly Leaf Drive, Frisco, Texas, representing the Hunter's Creek HOA, was available to answer questions but did not speak.

Bob Allen moved to close the Public Hearing. John Keating seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

Bob Allen suggested that the concerned parties were so close that he would like to negotiate an agreement tonight and have that written into the ordinance before approval.

Mr. Kanelakos commented that the HOA would like to contribute to the cost of the double row of trees as a visual and sound buffer. Mr. Samuelson stated he could not speak for the applicant at this time and writing something into the ordinance put the onus on the applicant.

The applicant, Fadi El Nachar, 15062 Blakehill Drive, Frisco, Texas, stated that the cost of the project is 2.8 million dollars.

Scott Johnson stated he would like to see the owner absorb the cost of the trees and written into the ordinance that the project would include two rows of trees. Malak Agha, co-applicant, replied that they have tried to comply with all of the HOA's many requests and changes that they were trying to work out the issues. Mr. Fadi reported that they would take care of the cost of the double row of trees to move the project forward.

Bob Allen moved to approve Public Hearing: Specific Use Permit Case No. SUP12-0022. A request for a Specific Use Permit for a Licensed Child Care Center on one lot on 2.2± acres on the east side of Independence Parkway, 745± feet south of Rolater Road and consider and act to direct staff to prepare an Ordinance of the same subject to the P & Z recommendation and a double row of trees along the southern property line adjacent to the adjacent homeowners and the property owners would pay for the trees. Zoned Retail. Neighborhood #27. Scott Johnson seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

25. Public Hearing: Zoning Case Z12-0026. A request to rezone 118.4± acres on the southwest corner of King Road and Witt Road from Agricultural to Planned Development-Single Family-8.5/Single Family-7/Patio Home and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #43. (Development Services/MW)

Mr. Lettelleir presented information on Zoning Case Z12-0026 regarding rezoning Patio Homes and stated that the Planning and Zoning unanimously recommended approval as a planned development with conditions as explained in the staff report included in the agenda packet.

Scott Johnson moved to open the Public Hearing. Bob Allen seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

Matt Dorsett, 765 Custer Road, Plano, Texas, representing Spiars Engineering and the applicant, spoke in favor and was available for questions.

Gregg Gibb, 2 Horizon Point, Frisco Texas, and representing the five churches

that own the property, spoke in favor of the project.

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

Passed

Vote: 6 – 0

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

Against: (None)

Jeff Cheney asked the applicant how the lot density designation and green space was determined and Mr. Dorsett replied that they had spent a year working with staff and the original design had more curvilinear design but after consideration, the developer wanted to have larger lots and be more consistent with the SF7 zoning.

Bob Allen moved to approve Public Hearing: Zoning Case Z12-0026. A request to rezone 118.4± acres on the southwest corner of King Road and Witt Road from Agricultural to Planned Development-Single Family-8.5/Single Family-7/Patio Home and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #43. John Keating seconded the motion.

Passed

Vote: 4 – 2

For: John Keating, Tim Nelson, Bob Allen, Will Sowell;

Against: Scott Johnson, Jeff Cheney,

26. Receive Staff Report Regarding Ohio Drive Roundabout Plan. (Engineering/BM)

Assistant Transportation Director Brian Moen presented a staff report regarding proposed roundabouts on Ohio Drive.

Jeff Trykoski, 4015 Bryson Drive, Frisco, Texas, speaking as a citizen and not as a Commissioner on the Planning and Zoning Commissioner. Mr. Trykoski was neutral on the project but requested that the intersection either be signalized or a roundabout implemented. He also asked that Warren Parkway be widened to four lanes.

Fred Lusk, 9912 Mallory, Frisco, Texas and Chair of the landscape committee for the Hillcrest Estate HOA spoke in favor of the project.

27. Consider and act upon calling the May 11, 2013 Joint General Election with FISD, Collin College, Denton County and Collin County. Considerar y actuar sobre invocando la Conjunta Elección General del 11 de mayo de 2013 con FISD, Colegio de Collin, Condado de Denton y Condado de Collin. (CSO/JP)

After discussion, Bob Allen moved to table Item 27 until after 5 p.m. March 1, 2013, which is the deadline to file for an Application for Place on the Ballot. Scott Johnson seconded the motion.

Passed

Vote: 5 – 1

For: John Keating, Tim Nelson, Bob Allen, Scott Johnson, Jeff Cheney,

Against: Will Sowell;

28. Consider and act upon approval of an Ordinance calling a Special Bond Election to be held on May 11, 2013 in conjunction with the Joint General Election. Considere y actuar sobre aprobación de una ordenanza llamando a una elección especial de bonos, que se celebrará el 11 de Mayo de 2013 en relación con la Elección General Conjunta. (CSO/JP)

After discussion, Bob Allen moved to table Item 28 until after 5 p.m. March 1, 2013, which is the deadline to order the special election. Scott Johnson seconded the motion.

Passed

Vote: 6 – 0

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

Against: None

29. Discussion concerning City Council compensation.

Ms. Lange commented that the committee recommendation was compensating the Mayor $750 and Council $400.

After discussion, Ms. Lange was directed to bring the item back at the 2nd meeting in March to allow citizen input.

Bob Allen left the meeting for another appointment at 9:05 p.m.

30. Discussion and follow-up to the report from the winter worksession.

Deputy City Manager Henry Hill stated that the report from the worksession provided by Ron Holifield, consultant with Strategic Government Resources had been delivered to Council and Mr. Hill asked for discussion and direction on how to proceed in addressing the feedback.

Council asked Mr. Hill to bring back the ten (10) priority items for discussion at the next meeting.

31. Discussion concerning dates for short worksessions in the future.

Council discussed options and decided to hold a short worksession on the 2nd meeting of each month at 4:00 p.m.

SUPPLEMENTAL REGULAR AGENDA

Consider and act upon approval of Amendment to the Ordinance adopting the City of Frisco Community Development Corporation (FCDC) Fiscal Year 2013 Budget. (Finance/JH) **ORDINANCE 13-02-12**

Ms. Lange presented information on the proposed amendments to the Frisco Community Development Corporation budget for Fiscal Year 2013 and handed out copies of the Budget Summary for review. (Exhibit B)

Jeff Cheney moved to approve CDC budget amendments. Will Sowell seconded the motion.

Passed

Vote: 5 – 0

For: John Keating, Tim Nelson, Scott Johnson, Jeff Cheney, Will Sowell;

Against: (None)

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

- Worksession on Committee appointments.
- Holding a worksession on the 2nd Regular meeting of each month at 4:00 p.m.
- Place Report for Winter Worksession on website and bring back priority items for discussion.
- Information from Development Services on West Nile Virus.

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

John Keating stated that the Councilmembers had several questions and comments for staff, resulting in additional quality Agenda Items for discussion.

ADJOURN

Will Sowell moved to adjourn at 9:32 p.m. John Keating seconded the motion.

Passed

Vote: 5 - 0

For: John Keating, Tim Nelson, Scott Johnson, 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

MEMORANDUM

TO: **Todd Renshaw, Director of Public Safety**

FROM: **John Bruce, Chief of Police** JB

SUBJECT: **2012 Biased Based Profiling Report**

DATE: **February 11, 2013**

Introduction

For the purpose of this report, biased based profiling is defined as a practice in which a police officer action is based solely on a trait common to a group. This includes, but is not limited to , race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. The belief by many that biased based profiling occurs routinely in our country's police departments has caused obvious concern amongst the nation's communities including Frisco.

Since January 1, 2002, the Frisco Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices. The attached report provides statistical data relevant to the public contacts made during the period of 1/1/12 to 12/31/12. In addition to the mandated data, an analysis of the data and recommendations for future areas of research has been included.

In conclusion, the findings suggest that the Department does not currently experience a problem regarding biased based profiling practices. The continuing effort to collect police contact data will enable an on-going evaluation of police practices. Thus, allowing for the citizens of the community to benefit from professional and courteous service from their police department.

If you have any questions or comment, feel free to contact me. If Council would like to further discuss this report at a work session or council meeting, let me know.

MEMORANDUM

TO: **John Bruce, Chief of Police**

FROM: **David Shilson, Lieutenant**

SUBJECT: **2012 Biased Based Profiling Report**

DATE: **February 11, 2013**

Introduction

The Frisco Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding (if necessary) to concerns regarding biased based profiling practices. The law also requires that the police department submit to the governing body (city council) an annual report of the information collected. The purpose of this annual report is to provide statistical data and analysis for a year's worth of traffic stop data covering the period of January 1, 2012 through December 31, 2012. To accomplish this, this report will focus upon the following topics:

1. How the traffic stop data was collected
2. An overview of the racial/ethnic data collected
3. An analysis of what the Department believes the statistics mean, as well as what the Department has learned from the data
4. Problems Identified when Analyzing the Data
5. Recommendations Addressing Issues of Concern

How the Traffic Stop Data Was Collected

The Texas Racial Profiling Law (SB 1074) mandated collection of information relating to motor vehicle stops in which a citation is issued or there are arrests resulting from those stops. The data (called Tier 1 data) would include:

1. The race or ethnicity of the individual detained

2. Whether a search was conducted

3. Whether the search was consensual

An Overview of the Racial/Ethnicity Data Collected

Table 2 contains the information collected from traffic stops in 2011 where a citation was issued or an arrest was made. Table 1 contains the information collected from motor vehicle stops in 2012 where a citation was issued or an arrest was made. Table 2 is provided for comparison purposes. Assignment of race and/or ethnicity to a category is either as stated by the stopped person or as determined by the officer to best of his ability. In 2010, officers were required to collect data as to whether they knew a person's race or ethnicity prior to a stop being made. A consensual search is determined by a request from the officer to conduct a search. The person stopped is under no obligation to consent to the search. If they do not consent, then the officer must have probable cause for the search. This would include search incident to an arrest, inventory of vehicle after arrest, or other probable cause for searches without a warrant.

Table 1 reads, for example, that we stopped 12,556 Caucasians and either issued them a citation or arrested them. This accounted for 65.98 % of all cited or arrested. Of the 12,556 only 3.14% of them were searched. 28.14% of the searches were consensual and the rest non-consensual. 3.15% of Caucasians were arrested for the traffic violation or other charges.

Table 1. General Demographics of Contacts and Searches 2012

Race/Ethnicity *	Contacts		Searches		Consensual Searches		Non-Consensual Searches		Custody Arrest	
	N	%	N	%	N	%	N	%	N	%
Caucasian	12,556	65.98	324	2.58	97	29.93	227	70.06	396	3.15
African American	2,381	12.51	106	4.45	23	21.70	83	78.30	178	7.48
Hispanic	2,647	13.91	152	5.74	44	28.95	108	71.05	256	9.67
Asian	664	3.49	4	0.60	0	0	4	100.0	11	1.66
Middle Eastern	593	3.12	11	1.85	4	36.36	7	63.64	12	2.02
Native American	5	0.03	0	0	0	0	0	0	0	0
Other	184	0.97	0	0	0	0	0	0	0	0
Total	19,030	100	597	3.14	168	28.14	429	71.86	853	4.48

*Race/Ethnicity are defined by SB 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, or Native American".

Table 2. General Demographics of Contacts and Searches 2011

Race/Ethnicity *	Contacts		Searches		Consensual Searches		Non-Consensual Searches		Custody Arrest	
	N	%	N	%	N	%	N	%	N	%
Caucasian	9,603	66.41	270	2.81	76	28.15	194	71.85	406	4.23
African American	1,770	12.24	106	5.99	32	30.19	74	69.81	175	9.89
Hispanic	2092	14.47	139	6.64	43	30.94	96	69.06	225	10.76
Asian	529	3.66	7	1.32	2	28.57	5	71.43	13	2.46
Middle Eastern	458	3.17	3	.66	1	33.33	2	66.67	6	1.31
Native American	6	.04	0	0	0	0	0	0	0	0
Other	3	.02	0	0	0	0	0	0	1	33.33
Total	14,461	100	525	3.63	154	29.33	371	70.67	826	5.71

*Race/Ethnicity are defined by SB 1074 as being of a "particular descent, including Caucasian, African, Hispanic, Asian, or Native American".

Department's Analysis of the Data/Lessons Learned

This is the eleventh year that this report is required. Agencies across the state are still determining the best and most accurate means of capturing, reporting, and comparing data to achieve meaningful analysis. The data presented in this report contains valuable information regarding police contacts with the public between 1/1/12 and 12/31/12. Despite its value, the raw data does not present much information relevant to racial profiling trends. Although further analysis of the data is warranted, it is problematic. The question begging an answer is what comparison data is available? The experts in this field identify two sources. One is census data for our community and the second is DPS data for licensed drivers in our community. Both sources present challenges to any effort made at establishing a fair and accurate analysis. Census data contains information of all residents of a particular community, regardless of the fact they may or may not be among the driving population. DPS data is only available sorted by zip code and 75034/75035 contains driver information for persons living outside the city. DPS data, at least, identifies those persons who ought to be driving in Frisco, but certainly cannot account for drivers coming here to work, shop or just passing through. Both of these data integrity issues have a tendency of inflating the overall figures; thus, providing an inaccurate representation of police contacts with the public. Having said that, experts agree that you should compare it to something.

A comparison of city residents who were cited or arrested during a traffic stop during 2012 with those who, according to DPS, were residents of 75034/75035 during that time and held a valid driver's license was completed.

The DPS data showed that 76.73% of residents that were Caucasian, 8.65% were African-American, 0.26% were Native American, 10.63% were Asian, and the rest were classified as other. It must be noted that Hispanics and Middle Eastern were grouped with Caucasians for purposes of this analysis since DPS does not collect information related to the ethnicity of drivers.

Our data showed that of the persons either cited or arrested, approximately 37.65% (7165) were Frisco residents. Caucasians (Including Hispanics 12.02% and Middle Eastern 4.95%) accounted for 83.61%, African-Americans for 12.09%, American Indians .01%, Asians for 4.28%, and the rest were classified as other.

The data produced interesting findings. That is, the number of police contacts with Caucasian drivers, when compared to the number of Caucasian city residents who held a valid drivers license, demonstrated that the number of contacts with the police were slightly over-represented as were African Americans, and Native Americans. Asians were slightly under-represented. Neither difference is statistically significant.

Profiling Complaints Received

	Complaints	Sustained	Unfounded	Exonerated	Not Sustained
2010	3	0	3	0	0
2011	3	0	2	1	0
2012	13	0	13	0	0

During this past year we received 13 profiling complaints. All profiling complaints received are investigated by the Professionals Standards Unit. During this past year the department continued its effort to encourage citizens to report/complain of any incident where they felt officers of the department may have been racially biased. All 13 Complaints received in 2012 were unfounded.

In conclusion, the findings suggest that the Department does not currently experience a problem regarding biased based profiling practices. The continuing effort to collect police contact data will enable an on-going evaluation of police practices. Thus, allowing for the citizens of the community to benefit from professional and courteous service from their police department.

Recommendations Addressing Issues of Concern

Beyond the collection of data, the Department will continue to publish information about the Bias Based Profiling Policy to its personnel and also the public. Complaints of bias based profiling will be investigated. I have attached a copy of Tier 1 – Partial Exemption Racial Profiling Report as reported to TCLEOSE (Attachment A), and
our Bias Based Profiling Policy (attachment B).
If you have any questions or comments, feel free to contact me.

Appendix A

Tier 1 – Partial Exemption Racial Profiling Report reported to TCLEOSE

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	FRISCO POLICE DEPT.
Reporting Date:	02/19/2013
TCLEOSE Agency Number:	085210
Chief Administrator:	JOHN W. BRUCE
Agency Contact Information:	Phone: 972-292-6100 Email: jbruce@friscotexas.gov Mailing Address: FRISCO POLICE DEPT. 7200 Stonebrook Pkwy Frisco, TX 75034

This Agency claims partial racial profiling report exemption because:
Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
FRISCO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the FRISCO POLICE DEPT. from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the FRISCO POLICE DEPT. if the individual believes that a peace officer employed by the FRISCO POLICE DEPT. has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the FRISCO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the FRISCO POLICE DEPT.'s policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***JOHN W. BRUCE***
Chief Administrator

FRISCO POLICE DEPT.

Date: 02/19/2013

FRISCO POLICE DEPT.Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **18177** citation only
2. **853** arrest only
3. **0** both
4. **19030 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5 **2381** African
6. **664** Asian
7. **12740** Caucasian
8. **2647** Hispanic
9. **593** Middle Eastern
10. **5** Native American
11. **19030 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **615** Yes
13. **18415** No
14. **19030 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **597** Yes
16. **18433** No
17. **19030 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **168** Yes
19. **429** No
20. **597 Total** (must equal line 15)

Appendix B

Frisco Police Department Biased Based Profiling Policy

GENERAL ORDER 6.20

ISSUED: December 1, 2001

REVISED: January 13, 2010 **EFFECTIVE:** January 25, 2010

BIAS BASED PROFILING

Standards: 1.2.9a, 1.2.9b, 1.2.9c, 1.2.9d

6.20.01 PURPOSE.

The purpose of the policy is to reaffirm the Frisco Police Department's commitment to unbiased policing in all its encounters between an officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

6.20.02 POLICY.

It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce state and local laws in a responsible and professional manner, without bias. Officers are strictly prohibited from engaging in bias based profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians; traffic contacts, field contacts, and in asset seizure and forfeiture efforts. [1.2.9a]

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

6.20.03 DEFINITIONS.

A. **Bias Based Profiling** – A law enforcement-initiated action based solely on a trait common to a group. This includes, but is not limited to , race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

1. Bias based profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.
2. The prohibition against bias based profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling.
3. Examples of bias based profiling include but are not limited to the following:
   a. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.
   b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
   c. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.
4. A law enforcement agency can derive two principles from the adoption of this definition of bias based profiling:
   a. Police may not use bias as a factor in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
   b. Law enforcement officers may not use bias as a factor in selecting whom to stop and search. Bias based profiling is not relevant as it pertains to witnesses, etc.

B. Race or Ethnicity – **Of a particular descent, including but not limited to Caucasian, African, Hispanic, Asian, or Native American, or Middle Eastern.**

C. **Motor Vehicle Stop** – A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

6.20.04 TRAINING.

A. Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

B. Officers will attend and successfully complete any training as required by the department regarding bias profiling. The department will offer training at least annually on profiling related training that includes field contacts, traffic stops, search issues, asset seizure and forfeiture, interview techniques, cultural diversity, discrimination, and community support. [1.2.9b]

6.20.05 COMPLAINT INVESTIGATION.

A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

B. Any employee who receives an allegation of bias based profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s) to a supervisor. Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of bias based to their superior before the end of their shift.

C. Investigation of a complaint shall be conducted in a thorough and timely manner and in accordance with G. O. 3.05 Professional Standards. [1.2.9c]

D. If there is a departmental video or audio recording of the events upon which a complaint of bias based profiling is related to, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

6.20.06 PUBLIC EDUCATION.

This department will inform the public of its policy against bias based profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

6.20.07 USE OF VIDEO AND AUDIO EQUIPMENT.

A. Each motor vehicle regularly used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment, and each motorcycle

regularly used by this department to make traffic and pedestrian stops is equipped with transmitter-activated audio recording equipment; and

B. Each motor vehicle and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

C. This department shall retain the video and audiotapes, or the audiotape of each motor vehicle and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in bias based profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

D. Supervisors will ensure officers of this department are recording their motor vehicle and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days.

E. If the equipment used to record audio and/or video of motor vehicle or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop may properly record and report the information as required in 6.20.08.

F. In circumstances where an Officer's video and audio equipment is not functioning or not available officers are still required to collect the required bias based profiling data. This can be accomplished by communicating the data to dispatch at a later time, filling out a motor vehicle data collection form and submitting it, or the officer himself enters the required data via the MDC as soon as practical after the stop is completed.

6.20.08 REQUIRED BIASED BASED PROFILING DATA TO BE COLLECTED.

A. Officers should collect all of the required based based profiling data as outlined in the Texas Code of Criminal Procedure Section 2.133.

6.20.09 REPORTING DATA.

Not later than March 1st of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include for motor vehicle operators only:

1. a breakdown of citations by race or ethnicity;
2. a breakdown of whether race/ethnicity was known prior to a motor vehicle stop;
3. a breakdown of initial reasons for motor vehicle stop;

4. number of citations that resulted in a search;
5. number of searches that were consensual; and
6. number of citations that resulted in custodial arrest for this cited violation or any other violation.

6.20.10 ANNUAL REVIEW. [1.2.9d]

An annual review, of the above reporting data to include complaints, will be submitted to the Chief of Police, not later than March 1st. This report will be created out of the office of the Assistant Chief. This report will review agency practices, to include any racial or bias complaints. It will also outline any citizen concerns that have been made available to the department.

6.20.11 PRIOR ORDERS.

From and after the effective date of issuance of this order, it shall be in full force and shall govern the operations of this department with regard to its subject matter. Former orders, policies, directives and memoranda relating to the subject matter are hereby specifically revoked and they shall be of no force and effect from and after the date of issuance of this order.

_____

Todd V. Renshaw Date
Chief of Police

CITY OF FRISCO
COMMUNITY DEVELOPMENT CORPORATION
BUDGET SUMMARY
FISCAL YEAR 2012-2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 9,208,215	$ 33,071,747	$ 34,330,287
Receipts:			
Sales Tax Receipts	12,244,541	12,705,000	13,350,250
Interest Income	19,462	14,000	14,000
Bond Proceeds (refunding)	36,734,681	-	-
Rental Income	658,111	676,652	676,652
Misc	880	-	1,289,000
Bond/Loan Proceeds	15,000,000	-	-
Total Revenue	64,657,675	13,395,652	15,329,902
Funds Available	73,865,890	46,467,399	49,660,189
Deductions:			
Operating Expenditures	129,814	848,000	856,373
Capital Outlay	7,609,637	-	3,900,555
Appropriation for Sports Complex	843,339	814,003	814,003
Section 380 Sales Tax Grant	-	-	548,463
Interfund Transfers	2,230,832	500,000	1,674,219
Refunded Debt Escrow	8,883,003	-	-
Principal	17,165,000	3,739,000	3,739,000
Interest/Fiscal Charges	2,673,978	2,947,026	2,947,026
Total Deductions	39,535,603	8,848,029	14,479,639
Fund Balance, Ending	34,330,287	37,619,370	35,180,550
Assigned General Reserve	3,066,000	3,179,750	3,203,947
Assigned Capital Maint Reserve	100,000	100,000	100,000
Escrow for Exide Land	18,000,000	18,000,000	18,000,000
Escrow for Exide Remediation	500,000	500,000	-
Restricted Bond Reserve Fund	2,023,260	2,023,260	2,026,268
Unassigned Fund Balance	$ 10,641,027	$ 13,816,360	$ 11,850,335

Exhibit A

CITY OF FRISCO
COMMUNITY DEVELOPMENT CORPORATION
BUDGET SUMMARY
FISCAL YEAR 2012-2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
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Assigned General Reserve	3,066,000	3,179,750	3,203,947
Assigned Capital Maint Reserve	100,000	100,000	100,000
Escrow for Exide Land	18,000,000	18,000,000	18,000,000
Escrow for Exide Remediation	500,000	500,000	-
Restricted Bond Reserve Fund	2,023,260	2,023,260	2,026,268
Unassigned Fund Balance	$ 10,641,027	$ 13,816,360	$ 11,850,335

AGENDA ITEM #10.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to fund two dedicated Police Officers for the Police Department's Citizen Contact Patrol Program.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funded under the Byrne Memorial Competitive Grant and the Byrne Justice Assistance Grant Programs and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for two dedicated Police Officers to reinstitute and expand the program at apartment complexes and closely interact with residents of the apartment complexes located on the Stonebrook Parkway Corridor. The three year funding period for this grant is from October 1st, 2013 – September 30th, 2016, not to exceed $700,000.

Background Information: In September 2011, the City was awarded a 24-month Smart Policing Initiative (SPI) grant for one dedicated Police Officer and a part-time relief Officer to reinstitute a pilot program conducted at Stonebrook Village complex and closely interact with residents. Through modifications made to the grant post-award, this grant has funded one full-time officer year-round, for two bicycle officers during the summer of 2012 and an additional officer to work the summer months while school is out in the summer of 2013.

The FY 2013 SPI Competitive grant proposal requires interested parties submit a concept paper to BJA. BJA will then invite selected applicants to submit formal grant proposals. The concept we have chosen is designed to continue and expand upon our current SPI grant award. These two officers will be dedicated to implementing the "Citizen Contact Patrol Program" at multi-housing locations on and along the Stonebrook Parkway Corridor. The grant includes contracting with an independent researcher to follow the program and report on its success to the Dept. of Justice at the end of the three year grant period. This fee has not yet been determined, as a final budget will not be established by both parties until a formal request for proposal has been made by BJA. .

These officers will conduct foot patrol and act as liaison between the City and various non-government and government agencies to resolve perceived issues within Stonebrook Village and the surrounding apartment complexes along the Stonebrook Parkway Corridor. The

researcher will compare the activities to the Warren Parkway Corridor Apartments to gauge its success. This could be a model for similar programs in future multi-housing developments in the City of Frisco. The three year funding period for this grant is from October 1, 2013 – September 30, 2016.

Alternatives: The Council could choose to deny this request or request additional information.

Financial Considerations: The grant request is for up to and not to exceed $700,000 to fund two full time officers and a research partner. The DOJ/OJP/Byrne Justice Assistance Grant Program does not require any cash match.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant.

Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE FUNDING OF TWO DEDICATED POLICE OFFICERS; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco to seek grant funding for a special project for two Police Officers operated for the 2014-2016 Fiscal Years; and

WHEREAS, City of Frisco agrees to authorize, upon award of this grant, the required funds for the research component in the form of a separate sub-contract with the research institution for said project as required by the US DOJ/OJP/BJA program grant application; and

WHEREAS, City of Frisco agrees to provide any required matching funds for the said project as required by the US DOJ/OJP/BJA program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the US DOJ/OJP/BJA funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for two dedicated Police Officers to the US DOJ/OJP/BJA, Byrne Competitive and Assistance Grant Program, Smart Policing Initiative.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: Smart Policing -Citizen Contact Patrol Program ___

AGENDA ITEM #11.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
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TEL 972.292.5106 · FAX 972.292.5122
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Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief, Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to support Police Department Personnel specializing in Victims of Violent Crimes**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The funding is for a full time Crime Victim Advocate. The grant period is from September 1, 2013 – August 31, 2014. This application is for first year funding not to exceed $80,000.

Background Information: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. The Crime Victim Advocate is dedicated to working with victims of violent crimes. Services may include the following:

(1) responding to the emotional and physical needs of crime victims;
(2) assisting victims in stabilizing their lives after being a victim of crime;
(3) assisting victims to understand and participate in the criminal justice system; and
(4) providing victims with safety and security.

This grant proposal is to renew grant funding for our current grant funded part-time victim advocate position, changing it to a full-time position. This is the first year of a 3-year cycle grant. The funding period for this grant is from September 1, 2013 – August 31, 2014. This application is for first year funding in the amount of $80,000.

Alternatives: The Council could choose to deny this request or request additional information.

Financial Considerations: The 20% match requirement will be met through a combination of in-kind and actual cash.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@friscotexas.gov .

C:\Program Files (x86)\Neevia.Com\Document Converter\temp\57226.doc

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FUNDING OF A VICTIM ADVOCATE DEDICATED TO SERVING VICTIMS OF VIOLENT CRIMES; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the Victim Assistance Expansion grant be operated for the 2013-2014 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide the required matching funds for the said project as required by the Victims of Crime Act Grant program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for a Victim Advocate to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: Victim Assistance Expansion _____

AGENDA ITEM #12.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to support Police Department Personnel specializing in Victims of Violent Crimes**

Action Requested: Consider and Act on a Resolution approving a Memorandum of Understanding with Collin County and a joint grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager.

Background Information: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

(1) responding to the emotional and physical needs of crime victims;
(2) assisting victims in stabilizing their lives after being a victim of crime;
(3) assisting victims to understand and participate in the criminal justice system; and
(4) providing victims with safety and security.

The grant proposal is to partner with the Collin County Sheriff's Office to share a full-time Victim Advocate dedicated to working with victims of violent crimes. This partnership would be formalized by the signing of a Memorandum of Understanding between the City of Frisco and Collin County. The funding period for this grant is from September 1, 2013 – August 31, 2014. This is a 3-year grant; this application is for the second year of funding in the amount of $62,394. There is a 20% match requirement for this grant to be shared with Collin County.

Alternatives: Council could choose to deny this request or request additional information.

Financial Considerations: The Frisco Police Department's portion of the cash match would be met through in-kind costs of supervising personnel, fuel costs and grant administration. The remaining portion of the cash match would be paid by The Collin County Sheriff's Office.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE SIGNING OF A MEMORANDUM OF UNDERSTANDING WITH COLLIN COUNTY ALONG WITH TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FUNDING OF A FULL-TIME VICTIM ADVOCATE TO BE SHARED WITH THE COLLIN COUNTY SHERIFF'S OFFICE WHO WILL BE DEDICATED TO SERVING VICTIMS OF VIOLENT CRIMES; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the Victim Assistance Expansion grant be continued and operated for the 2013-2014 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide the required matching funds for the said project as required by the Victims of Crime Act Grant program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for a Full-time Victim Advocate to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: Victim Assistance Outreach Program _____

COURT ORDER NO. 2012- 060 -01-23

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Grant Application, 2013 Crime Victim Advocate – Sheriff

On **January 23, 2012,** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self	**County Judge, Presiding**
Matt Shaheen	**Commissioner, Precinct 1**
Cheryl Williams	**Commissioner, Precinct 2**
Joe Jaynes	**Commissioner, Precinct 3**
Duncan Webb	**Commissioner, Precinct 4**

During such session the court considered a request for approval of a joint grant application and Memorandum of Understanding (MOU) with the City of Frisco for the 2013 Crime Victim Advocate grant funds.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a joint grant application and Memorandum of Understanding (MOU) with the City of Frisco for the 2013 Crime Victim Advocate grant funds to pay for one (1) Crime Victim Advocate (10% County Match – approximately $7,000) and further authorize the County Judge to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

~ No Vote ~
Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

~ No Vote ~
Duncan Webb, Commissioner, Pct. 4

COMMISSIONERS COURT COLLIN COUNTY E X A S

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S

AGENDA ITEM #12. Collin County Grant Summary Form

Department Name/Number: Sheriff's Office	Submit completed form along with one electronic copy of the grant application and all supporting documentation to the Budget & Finance Office (BFO) not less than 14 days prior to the scheduled Commissioner Court meeting. If you have any questions contact Mark Jackson at **(972) 548-4672.**
Contact Person: Mark Sanderson	
Title: Lt / **Phone:** 972-547-5123	

Grant Description

Grant Title and Funding Year: **Crime Victim Advocate - 2013**	**Funding Source:** ☒ State ☐ Federal ☐ Other: **Payment Method:** ☐ Cost Reimbursement ☒ Other:	**Grant Type:** ☒ New Grant ☐ Renewal ☐ Amendment **Approval Requested:** ☒ Application ☐ Award
Grantor (include sub-granting agencies): State of Texas through VOCA, administered by the City of Frisco		

Application/Award Deadline: 03 / 09 /2012	**Requested Comm. Crt. Date:** 01 / 30 /2012	**Grant Period:** 09 / 01/ 2012 - 08 /31 /2013

Brief Description:

This will be a joint grant application with the City of Frisco to pay for one Crime Victim Advocate to be shared between the City of Frisco and the Collin County Sheriff's Office. This will be an 80% - 20% grant with the City and the Sheriff's Office each responsible for 10% of the total cost. We will pay our share directly to the City of Frisco. The City will administer the grant and be responsible for reporting to the State. This is a one year grant but additional grants may be available for the next budget year.

Grant Categories / Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	Total
Personnel		$46,475.20	$5809.40	$5809.40		$58,094.00
Operating		$9,072.00	$1134.00	$1134.00		$11,340.00
Capital Equipment						
Indirect Costs						
Total		$55,547.20	$6943.40	$6943.40		$69,034.00
FTEs						

Performance Measures / Applicable Outcome Measures	FY 2012 Progress to Date Q1	Q2	Q3	Q4	FY 2013 Projected
Victims assisted					300
Average response time					72 hours

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the management of any funds awarded to the County under this grant, and will adhere to any polices and procedures set forth by the Grantor and its related agencies or agents, as well as those of the County, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- ☒ Grant Summary Form
- ☒ Memo of request to Commissioner Court for application/award acceptance and approval
- ☐ An electronic copy of the original, completed Application/Award
- ☐ Court Order (for award only)
- ☒ All attachments, back-up documentation or amendments to be submitted to the Grantor in support of the application

Completed by:

MAJOR C. RUCKEL
Department Head/Designee Printed Name

C Ruckel 12/28/11
Department Head/Designee Signature & Date

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding (MOU) is being executed by the below listed entities:

Collin County Sheriff's Office (CCSO)
City of Frisco Police Department (FPD)

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above.

I. Purpose

This MOU establishes and delineates the mission of the Victim Assistance Outreach Program, as a joint cooperative effort. Additionally, this MOU formalizes an agreement by and between the Collin County Sheriff's Office and the City of Frisco Police Department to foster an efficient and cohesive program that will provide a resource liaison for Deputy Sheriffs/Police Officers and victims of crime in our communities. This City of Frisco agrees to be the applicant/fiscal agent of the FY 2013 Victims of Crime Act (VOCA) Grant Program.

II. Mission

Within the criminal justice system, there is quite possibly no role of greater importance to a victim or other witness of violent crime than that of law enforcement. Within law enforcement, there is quite possibly no role of greater importance to a victim or other witness of violent crime than that of the Victim Advocate. The mission of the Victim Assistance Outreach Program is to provide Victims and Witnesses of crime a continuum of timely support and service to heal from the trauma they suffer. The Victim Assistance Outreach Program is committed to fair, compassionate, and dignified treatment of all crime victims and witnesses and to the development, implementation and perpetuation of victim/witness assistance programs and services that preserve privacy, ensure rights, enhance physical and psychological well being, reduce trauma, facilitate healing and encourage participation in the criminal justice process.

Goals of the Victim Assistance Program

- The goal is to significantly improve response time to victims and connect them to services.
- Reduce the level of trauma and minimize the long-term effects suffered by victims of violent crimes.
- Increase offender accountability by encouraging participation in the criminal justice process by the victim.

III. Organizational Structure

A. Composition

One full-time grant funded Victim Advocate position. This person will be employed by The City of Frisco, work 20 hours weekly on cases for the Collin County Sheriff's Office and its rural partners and 20 hours weekly for the City of Frisco Police Department. However, both parties agree the 20-hour split will be flexible to respond to either agency's needs.

B. Supervision

The day-to-day operation and administrative control of the Victim Assistance Outreach Program will be the responsibility of the City of Frisco Police Department. Responsibility for the conduct of the Victim Advocate, both personally and professionally, shall remain with the City of Frisco Police Department. The Frisco Police Department shall retain supervisory personnel to oversee the program. The Collin County Sheriff's Office and the City of Frisco Police Department will discuss and agree on any special circumstances.

C. Overtime

All over-time expenses will be the responsibility of the requesting agency.

D. Vehicle

The city of Frisco Police Department will provide a vehicle and required maintenance, the Collin County Sheriff's Office agrees to assist with the fuel expenses as needed.

E. Equipment and Software

Any equipment and software purchases made with grant funds with remain the property of the City of Frisco Police Department at the end of the grant funding period. Any other equipment or software purchases made for this position by each participating agency will remain the property of the purchasing agency at the end of the grant funding period.

IV. Procedures

A. Concept

The Crime Victim Advocate will be an additional resource and respond to the needs of victims of violent crimes above and beyond what the responding officers and criminal investigators are currently able to provide. A higher level of support available during the critical hours and days immediately after the violent act(s) in which victims are experiencing confusion and remorse and are apt to make uninformed or misguided choices like recanting of events or dropping of charges.

It is in Law Enforcement's own best interests, to play a significant role in victim assistance, a role that no other component of the criminal justice system can effectively duplicate e.g., victim assistance activities of prosecutors' offices usually affect only witnesses of cases that have been accepted for prosecution. Establishing a victim services program within a law enforcement agency makes sense for several reasons, advocates say. If victims receive support from victim services counselors, they may be more likely to report a crime or cooperate in an investigation. That support is an added tool for law enforcement agencies to increase their conviction rates and ultimately reduce the recidivism rate. Victim services work complements community policing, which emphasizes relationship with members of a neighborhood. Having a victim services counselor on the scene can free up officer time; the counselor can talk with a victim while the officer goes back into service. Also, the counselor can act as a liaison for a child if a parent is being arrested and officers need to move to the next call. A law enforcement agency is also a natural entry point for victims to see advocates/counselors after they have been victimized.

B. Selection

Victim Advocate selection will be the responsibility of the City of Frisco Police Department. The selection process will follow the normal steps established by the City of Frisco Police Department.

C. Duties and Responsibilities

A. Full-time Victim Advocate dedicated to serving victims of violent crimes and their families, whose roles and responsibilities include but are not limited to:

1. Assignment of cases by:
   a. Referral by on-scene officer
   b. Referral by assigned Detective
   c. Assigned by Victim Assistance Manager
2. Make contact with assigned victims/survivors either by phone or by mail within 10 business days of assignment.
   a. Offer victim assistance service at time of contact
   b. Schedule intake appointment by those requesting services or make referrals as deemed necessary at time of contact
3. Provide short-term counseling to victims/survivors as needed until referral to partnering agencies who provide long-term counseling
4. Provide notification and assistance in filing for Crime Victims' Compensation
5. Provide personal advocacy for victims/survivors and their families
6. Provide crisis intervention services when available and as warranted by the situation and requested by the Victim Assistance Manager

B. Grant Administration

The City of Frisco Police Department and the City of Frisco Finance Department agree to complete all Programmatic and Financial reports as required by the grant.

V. Cost Considerations

The Collin County Sheriff's Office and the City of Frisco Police Department will share the expenses that are related to the Victim Assistance Outreach Program. The City of Frisco Police Department's portion of the grants' "cash-match" will be to provide and cover expenses related to the hiring and supervising of said Victim Advocate, and costs associated with grant management. The Collin County Sheriff's Office agrees to cover remaining expenses as required by the grants' "cash-match".

VI. Future Considerations

Future growth and expansion of the Victim Assistance outreach program may include providing Victim Assistance Services to rural communities also served by the Collin County Sheriff's Office through their mutual aid agreements.

Agreed to in cooperation with the Collin County Sheriff's Office and the City of Frisco Police Department.

12-30-11
Terry G. Box, Sheriff Date
Collin County Sheriff's Office

1/25/12
Keith Self Date
Collin County Judge

2-15-12
Todd V. Renshaw, Chief Date
City of Frisco, Police Department

2/16/2012
George Purefoy Date
City Manager

City of Frisco Position Description

TITLE:	**Victim Advocate**	POSITION CLOSES:	**OPEN UNTIL FILLED**
DEPARTMENT:	POLICE	SALARY:	$41,496. - $58,094.40
DIVISION:	SERVICES	LAST UPDATED:	01/01/07
REPORTS TO:	CID LIEUTENANT	JOB GRADE:	38

JOB SUMMARY: Ensure that the rights and needs of victims are recognized and met; assists investigations staff in developing case histories and evidence; provides immediate counseling services and identifies and contacts other social service agencies as appropriate; and provides highly responsible complex staff assistance to law enforcement personnel.

ESSENTIAL JOB FUNCTIONS:

- Regular and consistent attendance for the assigned work hours is essential.
- Provides on-site crisis invention to family violence victims and highly traumatized victims and witnesses of crime.
- Provides follow-up contact either by phone or in person with crime victims to offer support and assistance in accessing community resources.
- Notify crime victims of their rights and provide information in regard to Crime Victim Compensation.
- Assist family violence victims with obtaining protective orders and emergency shelter.
- Identify and contact other social service agencies as appropriate.
- Document all contacts made with crime victims and other governmental social service agencies.
- Communicate with Investigators, Patrol Officers, and other criminal justice authorities on behalf of crime victims to determine status of cases or other pertinent information.
- Review/Screen all crime reports for crimes against person's offenses to determine appropriate assistance needed.
- Report all incidents of child abuse and elderly abuse to appropriate governmental protective and regulatory agencies.
- Ensure the Police Department maintains compliance with the State of Texas Crime Victim Compensation Act regulations and Victim Assistance accreditation standards.
- Attend court proceedings as necessary; provide expert witness testimony and information regarding assigned cases.
- Speak to community groups regarding child abuse, family violence, and crime victim's issues.
- Serve as a consultant to Patrol Officers and Investigators regarding services available in community to victims.
- Provide training to the police personnel on family violence, Crime Victim Compensation, sexual assault and child abuse issues.
- Establish and maintain effective working relationships with Police personnel, agency personnel, professional groups and organizations, and the general public.

EQUIPMENT:

- Operates car, radios, telephone, fax machine, computer, printer, etc.

OTHER IMPORTANT DUTIES:

- Performs all other duties as assigned.

KNOWLEDGE/ SKILLS/ ABILITIES:

KNOWLEDGE OF

- Various local social service agencies and their scope of services.
- Administrative directives of the City of Frisco Police Department.

- Pertinent Federal, State and local laws, codes, ordinances and regulations.
- Modern office procedures, methods and equipment.
- English usage, spelling, grammar and punctuation.
- Business letter writing and basic report preparation.
- Principles and procedures of record keeping.
- Victim's Rights and the victim compensation program.
- All aspects of the criminal justice system.
- Signs of abuse or neglect displayed by children.
- Interview techniques appropriate for children that have been abused.
- Advanced procedures, methods and techniques involved in counseling victims and their families.

ABILITY TO

- Evaluate the needs of victims.
- Develop and present training materials and specialized information.
- Recognize the signs of child abuse and neglect.
- Provide effective counseling services to dysfunctional family units.
- Identify and provide alternative for social service needs.
- Maintain confidentiality in the performance of duties.
- Maintain effective audio-visual discrimination and perception needed for:
  Making observations
  Reading and writing
  Communicating with others
  Counseling victims
- Work under stressful circumstances and use good judgment in assessing victim's needs.
- Respond to requests and inquiries from the general public, victims and dysfunctional family units.
- Plan, organize and manage time effectively.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.

REQUIRED EDUCATION, TRAINING, EXPERIENCE, CERTIFICATES, AND/OR LICENSES:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Two years experience in child abuse, family violence, and/or victim assistance programs.
- Education/Training Equivalent to a Bachelor's Degree in social work from an accredited college or university.
- Possession of a State of Texas license or certification in appropriate profession.

CONDITIONS OF EMPLOYMENT

- Must maintain necessary physical condition to carry out all essential functions of assignment.
- Must meet insurance requirements/policies.
- Must maintain a Texas Class "C" Driver's License.
- Must maintain appropriate professional certification(s) and license.
- Must pass MVR check.
- Must pass pre-employment drug screening test.

DRAFT BUDGET

- The maximum request in budget funds in $80,000- actual cash match to get that amount would be $10,460
- Let me know if there's anything to add (office workstation, printer, etc)
- Cash match for CCSO is actual cash - don't know how to show any in-kind (accounting)

Option 1.

	CJD Portion	Cash Match	Total
Advocate (salary/ benefits)	53,297	5,204 (CCSO)	58,094
Manager (10% salary/benefits)		8,540 (FPD)	8,540
Training	1,500		1,500
Office Supplies	300		300
Laptop	1,250		1,250
IBRS License	1,000		1,000
Vehicle		1,000 (FPD)	1,000
Total	$55,547 (grant funds)	14,337	$71,684

Option 2.

	CJD Portion	Cash Match	Total
Advocate (salary/ benefits)	53,747	4,754 (CCSO)	58,094
Manager (10% salary/benefits)		8,540 (FPD)	8,540
Training	1,500		1,500
Office Supplies	300		300
Vehicle		1,000 (FPD)	1,000
Total	$55,547 (grant funds)	13,887	$69,434

AGENDA ITEM #12.

Grant Review Committee
Review Form

Grant Name: VOCA

Department Name/Number: Auditor's Office

Department Contact: Janna Caponera **Phone:** 4638

The County Auditor's Office, in conjunction with the Grant Review Committee (GRC), has reviewed the application and/or award as detailed above, and the application and/or award is:

☒ **Recommended**. The GRC has reviewed this grant application and/or award and recommends its approval to Commissioners Court.

☐ **Not Recommended** The GRC has reviewed this application and/or award and does not recommend its approval to Commissioners Court.

☐ **No Recommendation** The information provided by the requesting department is not enough for the GRC to make an informed recommendation to Commissioners Court regarding this application and/or award.

Completed by:

Janna Caponera — GRC Chair/Designee Printed Name

December 30, 2011 — Date

Budget and Finance (BFO) Comments:

10% County match required. Personnel funds budgeted

☐ Recommended ☐ Not Recommended ☐ No Recommendation

County Auditor Comments:

10% County match required.

☒ Recommended ☐ Not Recommended ☐ No Recommendation

Information Technology (IT) Comments:

☐ Recommended ☐ Not Recommended ☐ No Recommendation

Purchasing Comments:

Purchasing policies and procedures will apply.

☐ Recommended ☐ Not Recommended ☐ No Recommendation

Human Resources (HR) Comments:

☐ Recommended ☐ Not Recommended ☐ No Recommendation

Totals:

1 Recommended _____ Not Recommended 4 No Recommendation

AGENDA ITEM #13.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to support Police Department Personnel specializing in Domestic Violence.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager. If awarded this grant, it would continue to fund an already funded grant position (full-time employee). The funding period for this grant is from September 1, 2013 – August 31, 2014, the funding amount for this project is not to exceed $80,000.

Background Information: The purpose of the VAWA Program is to assist in developing and implementing effective victim-centered law enforcement, prosecution, and court strategies to address violent crimes against women, and the development and enhancement of victim services in cases involving violent crimes against women. This resolution supports the submission of a grant application to the Office of the Governor, Criminal Justice Division for the funding of staff and equipment under the Violence Against Women Grant Program. This grant proposal is a renewal of a current grant award that is in its final year of the three year funding cycle, for a dedicated detective to investigate domestic violence and sexual assault cases. If awarded this grant, it would continue to fund a grant funded position, not to add an additional full-time employee. The funding period for this grant is from September 1, 2013 – August 31, 2014, the funding amount for this project is not to exceed $80,000.

Alternatives: The Council could choose to deny this request or request additional information.

Financial Considerations: There is a cash match requirement of 35% for this grant. The match requirement is met through a combination of in-kind and actual cash.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the applications for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FUNDING OF A DETECTIVE DEDICATED TO INVESTIGATING DOMESTIC VIOLENCE; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the Domestic Violence Detective grant be operated for the 2013-2014 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide the required matching funds for the said project as required by the Violence Against Women Grant program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for a dedicated Domestic Violence and Sexual Assault Detective to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: Domestic Violence Detective

AGENDA ITEM #14.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief, Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to support Police Department Personnel to fund one stationary and one desktop LiveScan digital fingerprint scanners.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Criminal Justice Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for one stationary and one desktop LiveScan® digital fingerprint scanners for a total of $62,590.

Background Information: The purpose of this solicitation is to reduce crime and improve the criminal justice system. The grant proposal is for one stationary and one desktop LiveScan® digital fingerprint scanners for a total of $62,590. The stationary unit will be placed in the Detention Facility (replacement). The desktop unit will be placed in the Juvenile Holding Room .The replacement unit in Detention is to be used solely for persons housed in the detention facility, which requires them to remain in a secure setting. The Juvenile Room LiveScan® will be used in a separate booking process. State law requires that juvenile and adult criminal fingerprints cannot be commingled. Both units will be tied in to the Department's fingerprint database for future comparisons in local cases. The funding period for this grant is from September 1, 2013 – August 31, 2014.

Alternatives: The Council could choose to deny this request or request additional information.

Financial Considerations: The OOG/Criminal Justice Grant Program does not require any cash match.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant.

Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6150 or by email at dstevens@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FUNDING FOR ONE STATIONARY AND ONE DESKTOP LIVESCAN® DIGITAL FINGERPRINTING SCANNERS; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco to seek funding for one stationary and one desktop LiveScan® Digital Fingerprinting Scanners and operate them for the 2013-2014 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide any required matching funds for the said project as required by the Office of the Governor's, Criminal Justice Division Grant program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for one stationary and one desktop LiveScan® Digital Fingerprinting Scanners to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: LiveScan® Digital Fingerprinting Scanners

AGENDA ITEM #15.

CITY MANAGER'S OFFICE

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 5TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5106 · FAX 972.292.5122
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **John Bruce, Chief of Police**
From: **Darren Stevens, Deputy Chief Services Bureau**
CC: **George Purefoy, City Manager**
Todd Renshaw, Director of Public Safety
Date: **3/1/2013**
Re: **Grant application to fund a Sergeant and two dedicated Police Officers for the Police Department's Neighborhood Policing Initiative.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the US Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) funded under the Byrne Criminal Justice Innovation Program Competitive Grant and the Byrne Justice Assistance Grant Programs and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for a Sergeant and two dedicated Police Officers to design, plan and implement a Neighborhood Policing Initiave to closely interact with residents of the area known as "Old Donation". The three year funding period for this grant is from October 1, 2013 – September 30, 2016, not to exceed $1,000,000.

Background Information: The FY 2013 Byrne Criminal Justice Innovation Program Competitive (BCJI) application requires a consortium of partners to work together to design a strategy addressing a targeted crime problem. Recognizing that community safety is essential to neighborhood revitalization, BCJI resources are targeted specifically at persistently distressed neighborhoods that have significant crime challenges that generate a significant proportion of crime or type of crime within the larger community or jurisdiction impeding broader neighborhood development goals. The concept we have chosen is to design, plan and implement a Neighborhood Policing Initiative. We intend to partner with other City departments, Frisco Housing Authority, Frisco Code Enforcement, Frisco Independent School District, Frisco Family Services and other Community NGOs including local Faith based organizations. The grant includes contracting with an independent researcher to follow the program and report on its success to the Dept. of Justice at the end of the three year grant period. This fee has not yet been determined, as a final budget has not been established and agreed upon by both parties.

Along with regular patrol duties, these officers will conduct foot patrol, bike patrol, conduct neighborhood meetings and act as liaison between the City and various non-government and government agencies to resolve perceived issues within the neighborhood known as "Old Donation". The three year funding period for this grant is from October 1, 2013 – September 30, 2016.

Alternatives: The Council could choose to deny this request or request additional information.

Financial Considerations: The grant request is for up to and not to exceed $1,000,000 to fund one Sergeant, two full time officers, and a research partner. The DOJ/OJP/Byrne Justice Assistance Grant Program does not require any cash match.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant.

Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6130 or by email at dstevens@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE FOR THE FUNDING OF A SERGEANT, TWO DEDICATED POLICE OFFICERS AND EQUIPMENT FOR THE NEIGHBORHOOD POLICING INITIATIVE; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco to seek grant funding for a special project for a Sergeant and two Police Officers and the purchase of equipment for Neighborhood Policing Initiative to be operated for the 2014-2016 Fiscal Years; and

WHEREAS, City of Frisco agrees to authorize, upon award of this grant, the required funds for the research component in the form of a separate sub-contract with the research institution for said project as required by the US DOJ/OJP/BJA program grant application; and

WHEREAS, City of Frisco agrees to provide any required matching funds for the said project as required by the US DOJ/OJP/BJA program grant application; and

WHEREAS, The City of Frisco agrees that in the event of loss or misuse of the US DOJ/OJP/BJA funds, The City of Frisco assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Frisco designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Frisco approves submission of the grant application for a Sergeant and two dedicated Police Officers and equipment to the US DOJ/OJP/BJA, Byrne Memorial Criminal Justice Innovation Program FY 13 Competitive Grant.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2013.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number GRANT11154254

Grant Application Title: Frisco Neighborhood Policing Initiative

AGENDA ITEM #16.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

CC: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager

From: **Ben Brezina, Assistant to the City Manager**

Date: **March 5, 2013**

Re: **Consider and Act Upon Approval of the First Amendment to the Ground Site Lease Agreement between the City of Frisco and New Cingular Wireless PCS, LLC., at 2601 Avenue of the Stars, and a Resolution Authorizing the City Manager to execute this amendment.**

Action Requested: City Council to consider and act upon approval of the First Amendment to the Ground Site Lease Agreement between the City of Frisco and New Cingular Wireless PCS, LLC., at 2601 Avenue of the Stars, and a Resolution Authorizing the City Manager to execute this amendment.

Background Information: The City and New Cingular Wireless PCS, LLC., entered into a ground lease agreement at the Stars Center, located at 2601 Avenue of the Stars, on December 7, 2010. The reason for the lease amendment is to allow the Tenant to go from four (4) antennas to six (6) located on the façade of the building. The ground lease area will remain unchanged as will the lease payments.

Board Review/Citizen Input: None.

Alternatives: Deny resolution and provide staff direction.

Financial Considerations: None.

Legal Review: The amendment has been reviewed by the City Attorney's office.

Supporting Documents:
- Resolution
- Site Lease Agreement
- Location Map

Staff Recommendation: Staff recommends approval of the site lease agreement.

Market: City of Frisco/North Texas
Cell Site Number: DX0036
Cell Site Name: 2601 Avenue of the Stars

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Frisco, a Texas Municipal Corporation, having a mailing address of 6101 Frisco Square Blvd, Frisco, Texas 75034 ("**Landlord**"), and New Cingular Wireless PCS, LLC, ("**Tenant**"), a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

WHEREAS, Landlord and Tenant's predecessor-in-interest entered into a Ground Site Lease Agreement, dated December 7, 2010, ("**Lease**") whereby Landlord leased to Tenant certain Premises (as defined in the Lease) that are a portion of the Property located at 2601 Avenue of the Stars, the City of Frisco, the County of Collin, the State of Texas; and

WHEREAS, Landlord and Tenant desire to amend the Lease to allow for the installation of additional antennas, associated cables and other communications instruments, subject to the limitations hereinafter described; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to permit Landlord to add, modify and/or replace equipment in order to be in compliance with any future federal, state or local mandated regulation, including but not limited to, emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Amended Sections. *Exhibit B* of the Lease is amended to include two additional antennas, collectively referred to hereinafter as "**Exhibit B-1**"

2. Counterparts. This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment.

3. Controlling Agreement. To the extent any provision contained herein conflicts with the Lease, the provisions contained herein shall supersede such conflicting provisions contained in the Lease.

4. Representations. Each party represents and warrants that: (i) all actions or other conditions precedent necessary to bind such party to the terms of this First Amendment have been taken and have been satisfied and each party is bound to the full performance of all its obligations set forth in the Lease as amended by this First Amendment; (ii) each party has the full right, power, and authority to enter into this First Amendment and perform its obligations under the Lease as amended by this First Amendment; and (iii) the person or persons executing this First Amendment on behalf of such parties have the full right, power and authority to bind that party to the obligations set forth in this First Amendment. Each party is relying on the representations contained in this paragraph in entering into this First Amendment and each party acknowledges that Landlord and Tenant have so relied and are entitled to so rely.

5. Binding Effect. The obligations under the Lease as amended by this First Amendment shall not be affected by any subsequent change in the composition of the City Council of the City of Frisco, it being intended that Landlord and Tenant shall remain obligated to fully perform all of their respective obligations under the Lease and so amended by this First Amendment at all times in the future.

6. Ratification. Landlord and Tenant hereby ratify the terms of the Lease and acknowledge and accept that the Lease remains in full force and effect as amended hereby. The provisions of the Lease shall govern except that the provisions of this First Amendment shall prevail where there may by changes, conflicts or inconsistencies with the provision of the Lease.

7. Authority to Execute. The individuals executing this First Amendment hereby represents ratified and confirmed and shall continue in full force and effect.

8. Entire Agreement/First Amendment. This First Amendment and the Lease embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This First Amendment may only be amended by written agreement executed by all parties hereto.

9. Venue. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

10. Assignment. This First Amendment may not be assigned except as provided in Paragraph 17 of the Lease.

11. Memorandum of Agreement. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of Exhibit "A", attached hereto and incorporated herein for all purposes ("**Memorandum**"). Either party may record this Memorandum at any time, in its absolute discretion.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

LANDLORD:
City of Frisco, Texas,
a Texas municipal corporation

By: _____
George Purefoy
Its: City Manager
Date: _____

TENANT: "Wireless Carrier"

By: _____
Its: Gregory Holloway
Area Manager - RE & C
NTX Network Ops
Date: 2-14-13

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, City Manager for an on behalf of the **City of Frisco, Texas**, a Texas municipal corporation, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he acknowledged to me that he is the duly authorized representative for the City of Frisco, Texas and that 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 _____, 2013.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF Texas §
§
COUNTY OF Dallas §

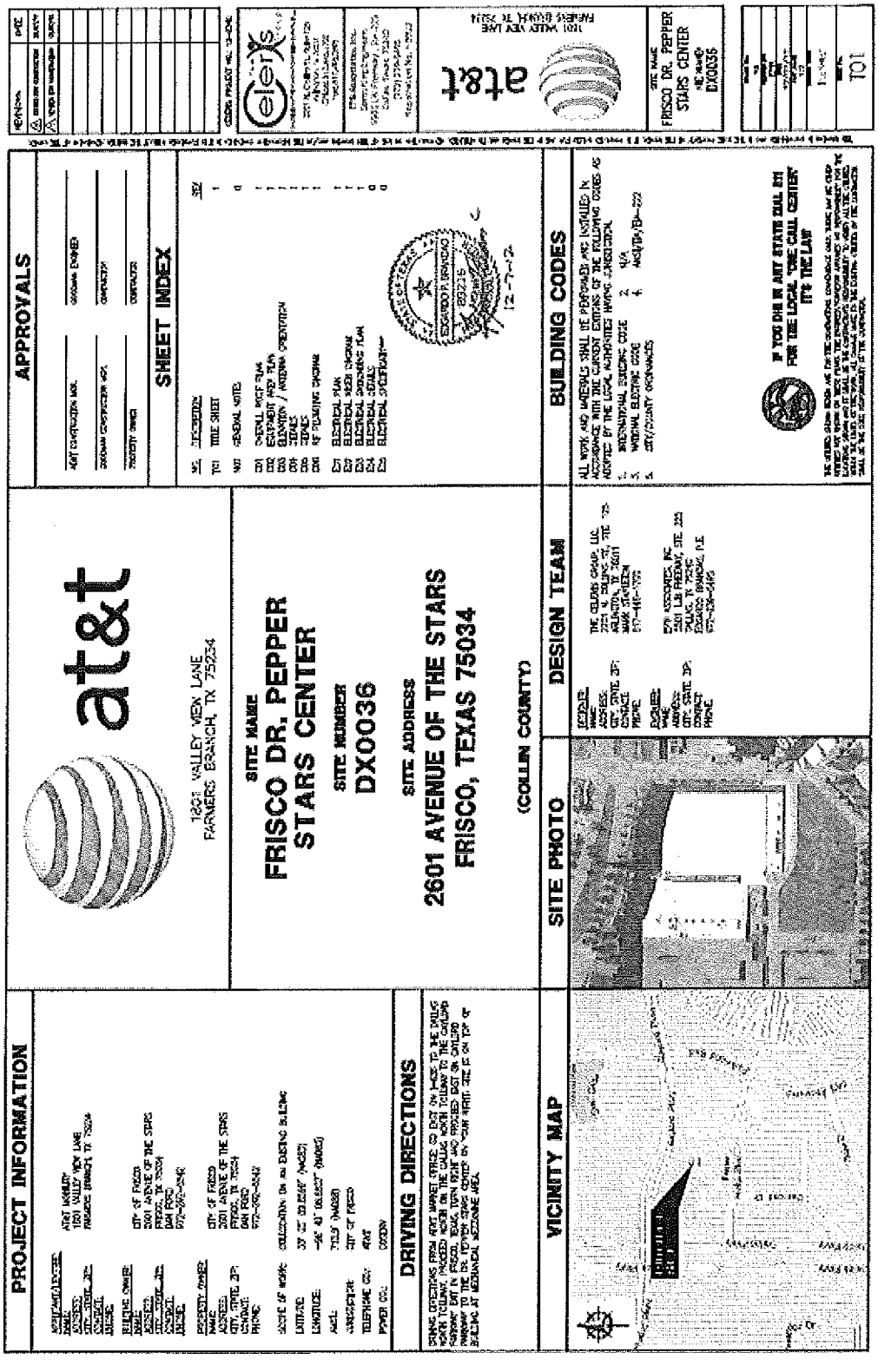
BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, the Area Manager of REA Co., known to me to be one of the persons whose names are subscribed to the foregoing instrument and he acknowledged to me that he is the duly authorized representative for said New Cingular Wireless and limited partnership, and that that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

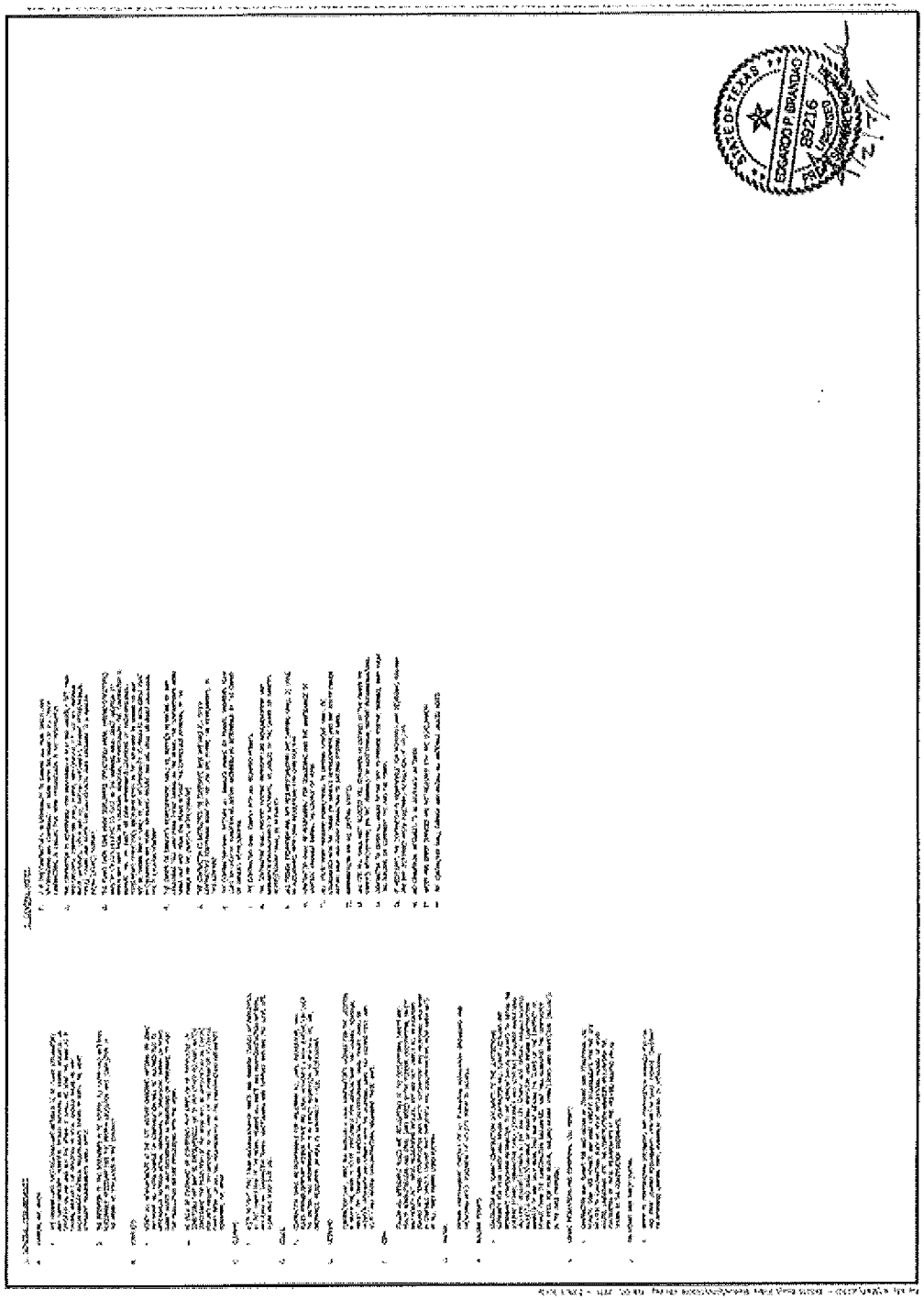
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February, 2013.

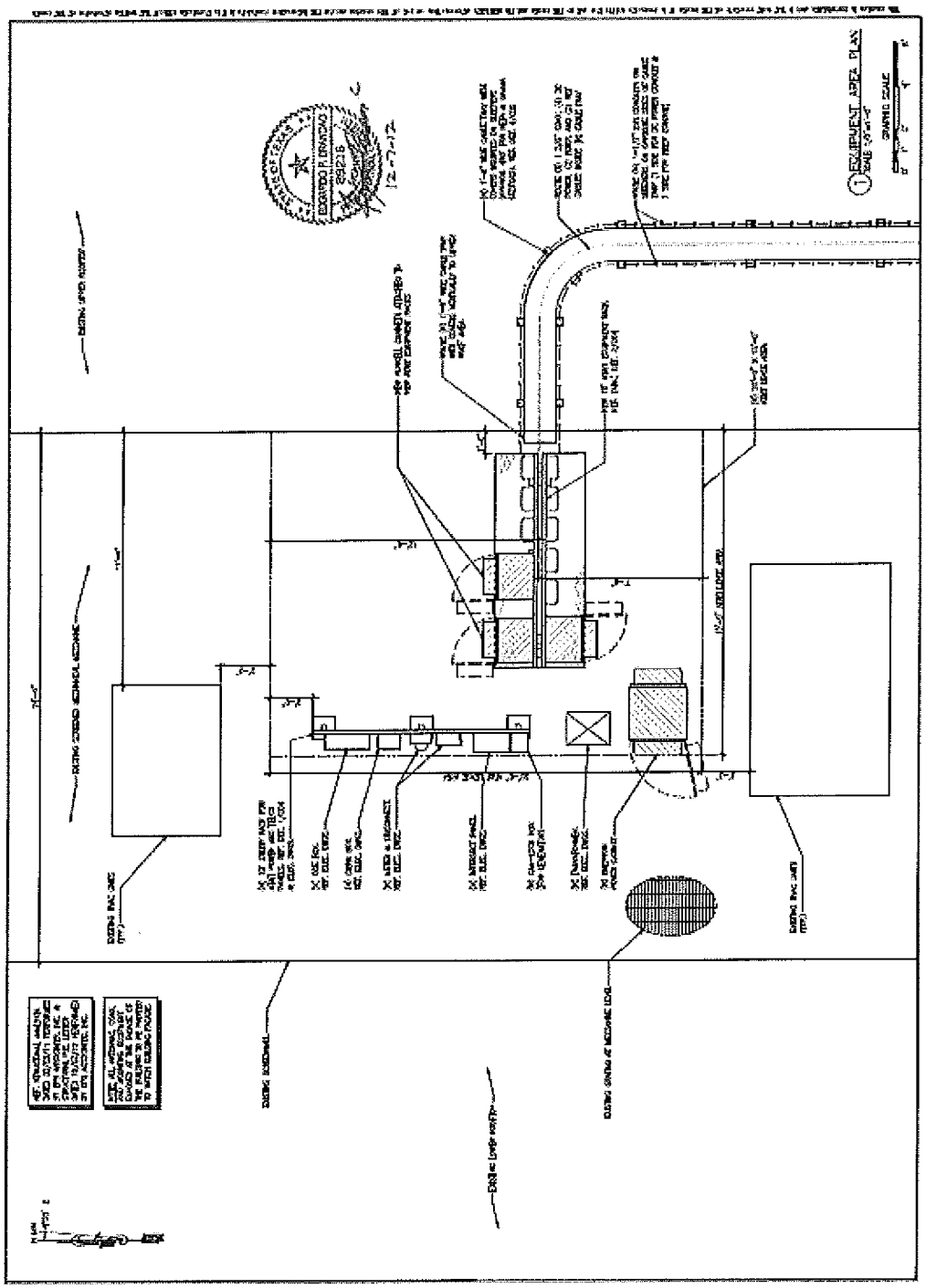
Charletta Foreman
Notary Public in and for the State of Texas
My Commission Expires: 3-1-16

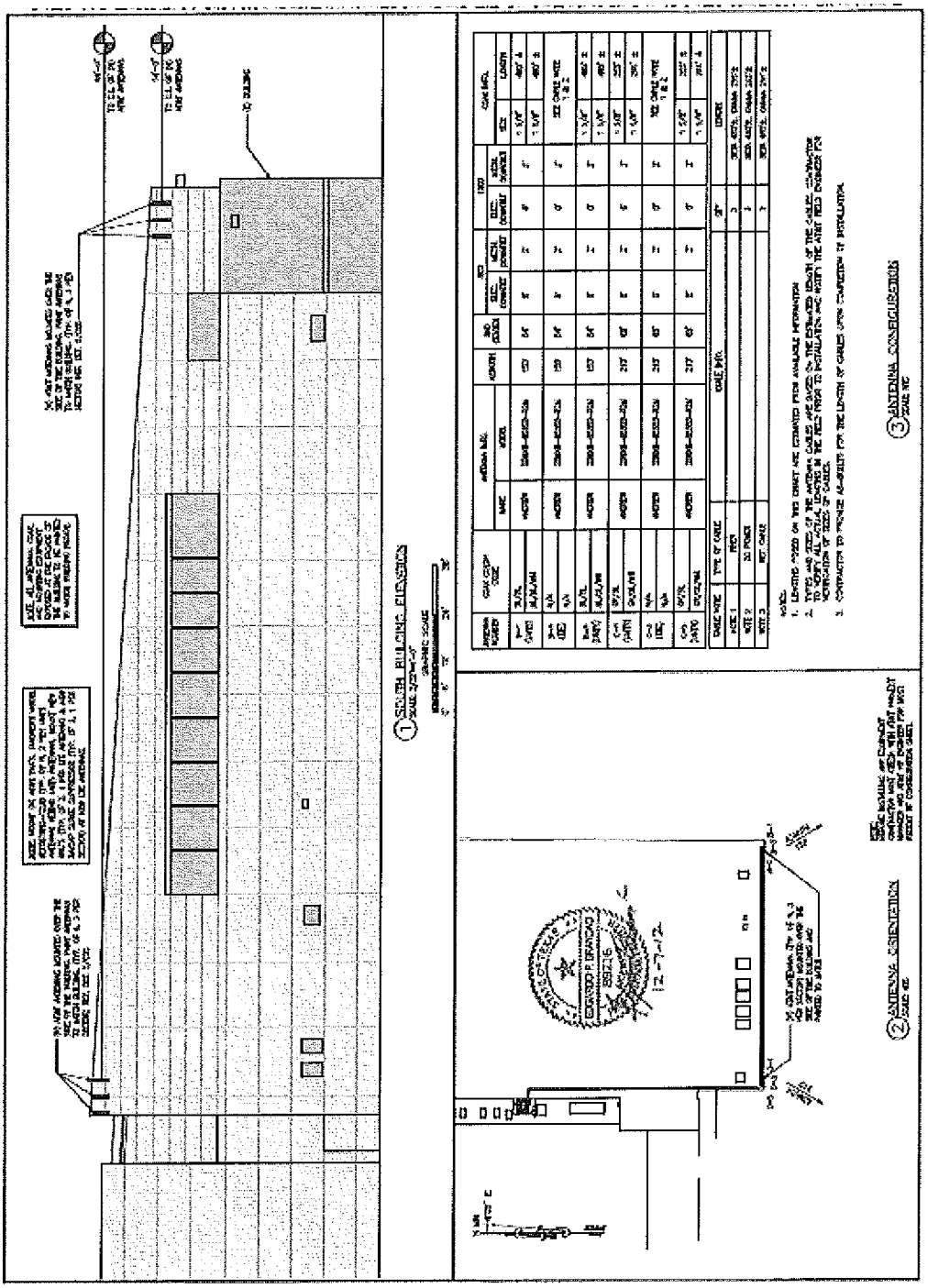
CHARLETTA FOREMAN
Notary Public, State of Texas
My Commission Expires
March 01, 2016

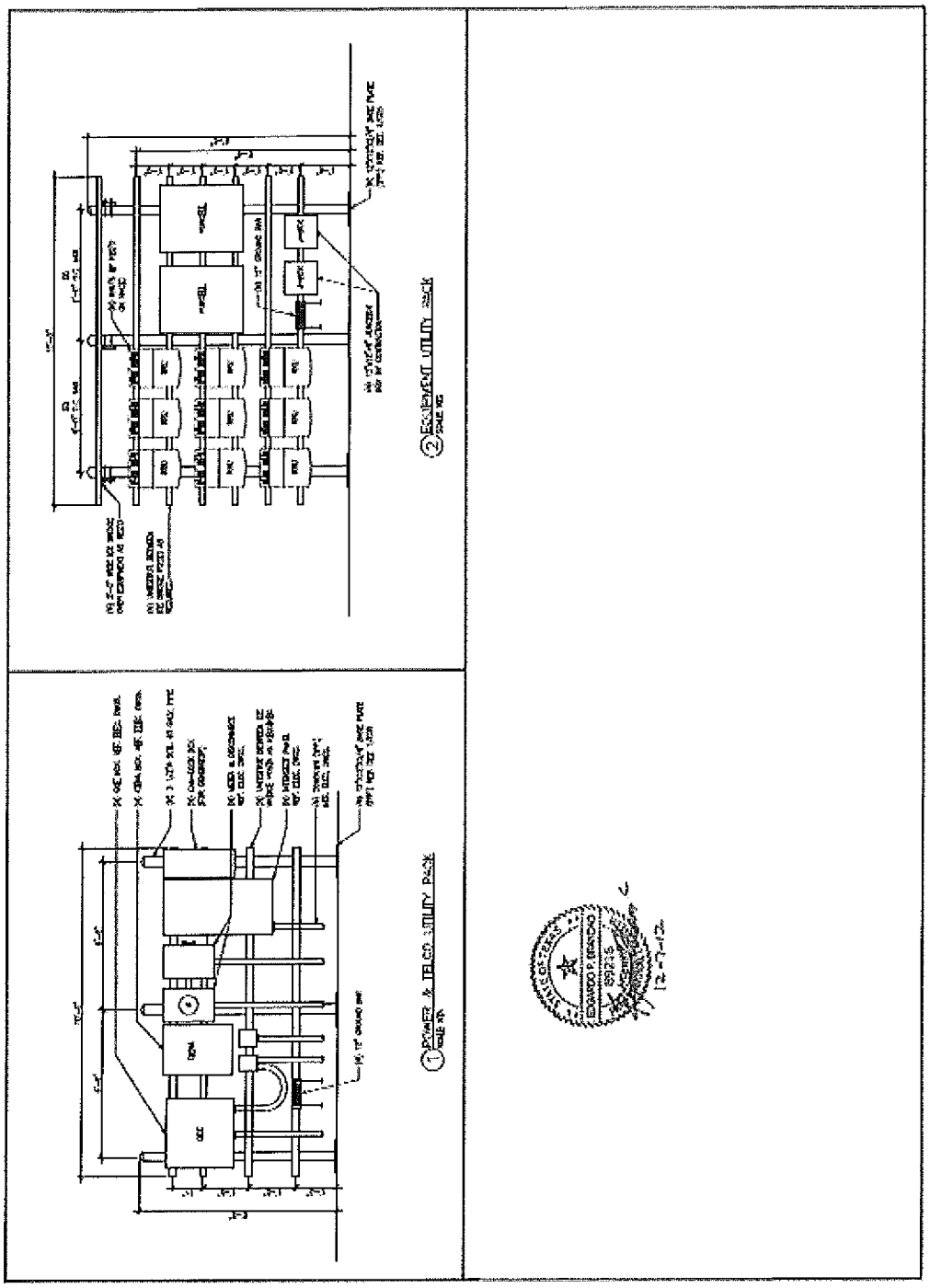
EXHIBIT "B-1"

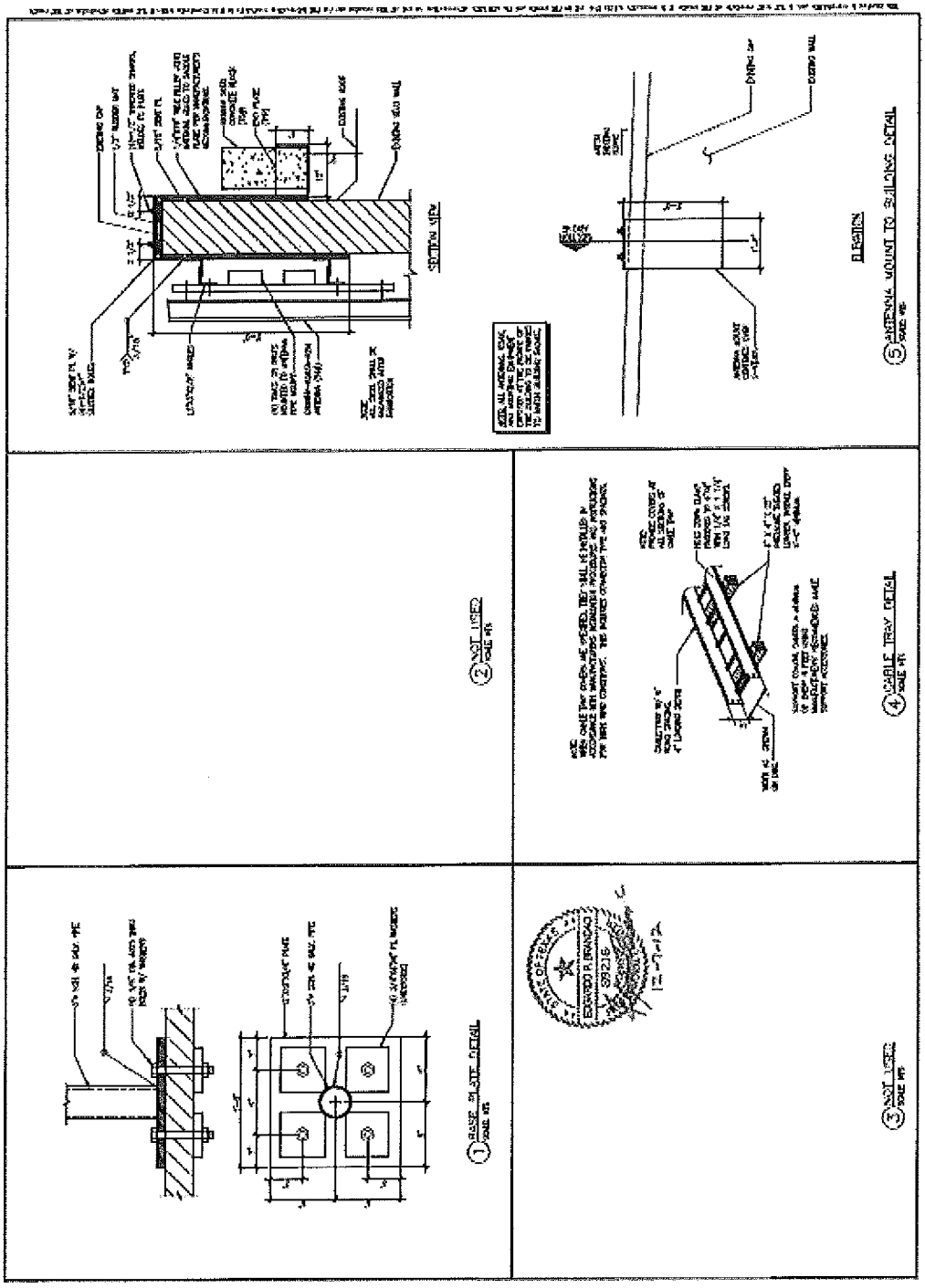

PROJECT INFORMATION
DRIVING DIRECTIONS
VICINITY MAP
SITE PHOTO
DESIGN TEAM
BUILDING CODES
APPROVALS
SHEET INDEX
at&t
1201 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234
SITE NAME
FRISCO DR. PEPPER
STARS CENTER
SITE NUMBER
DX0036
SITE ADDRESS
2601 AVENUE OF THE STARS
FRISCO, TEXAS 75034
(COLLIN COUNTY)
T01
IF YOU DIG IN ANY STATE CALL 811
FOR THE LOCAL "ONE CALL CENTER"
IT'S THE LAW

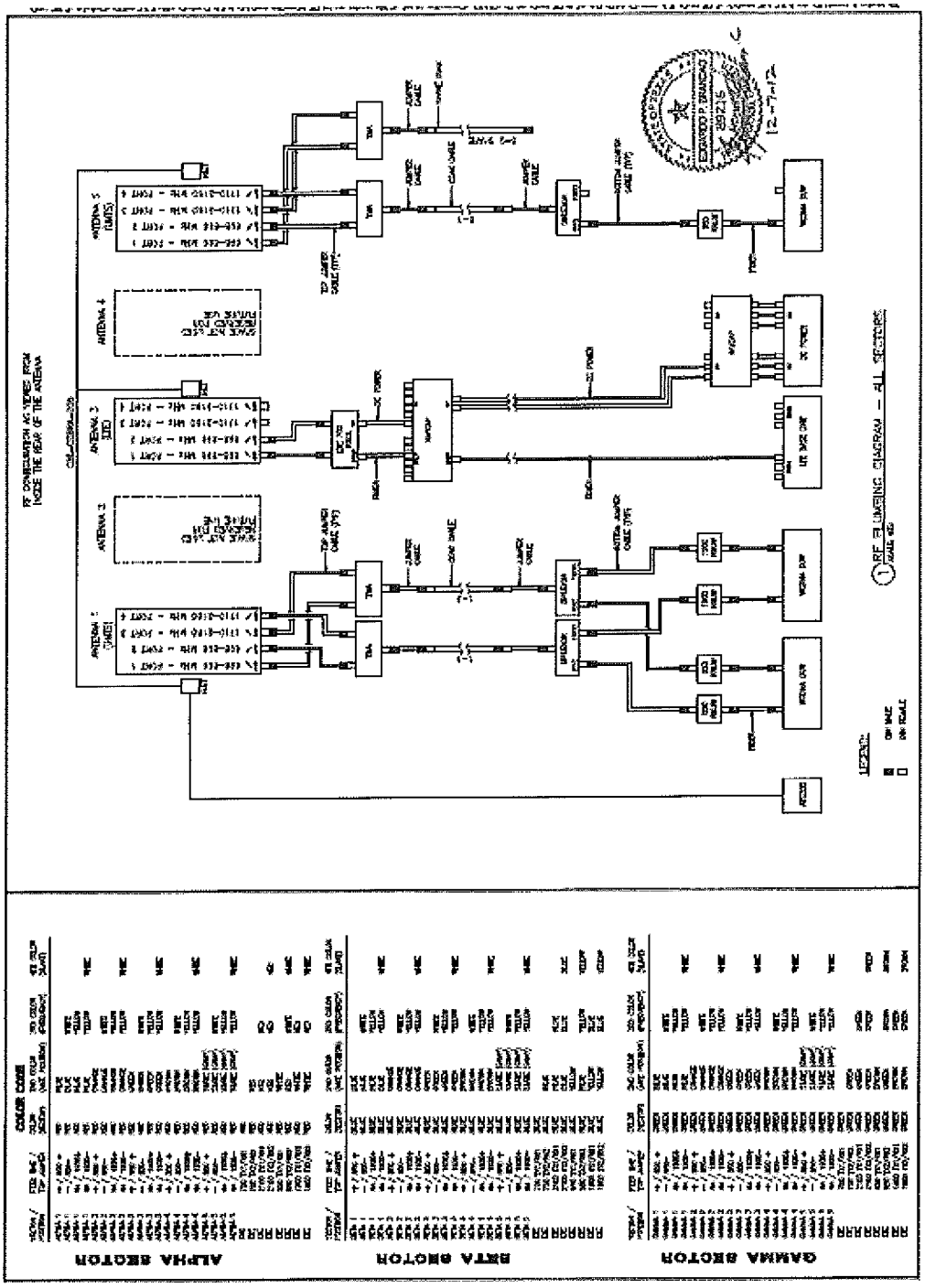


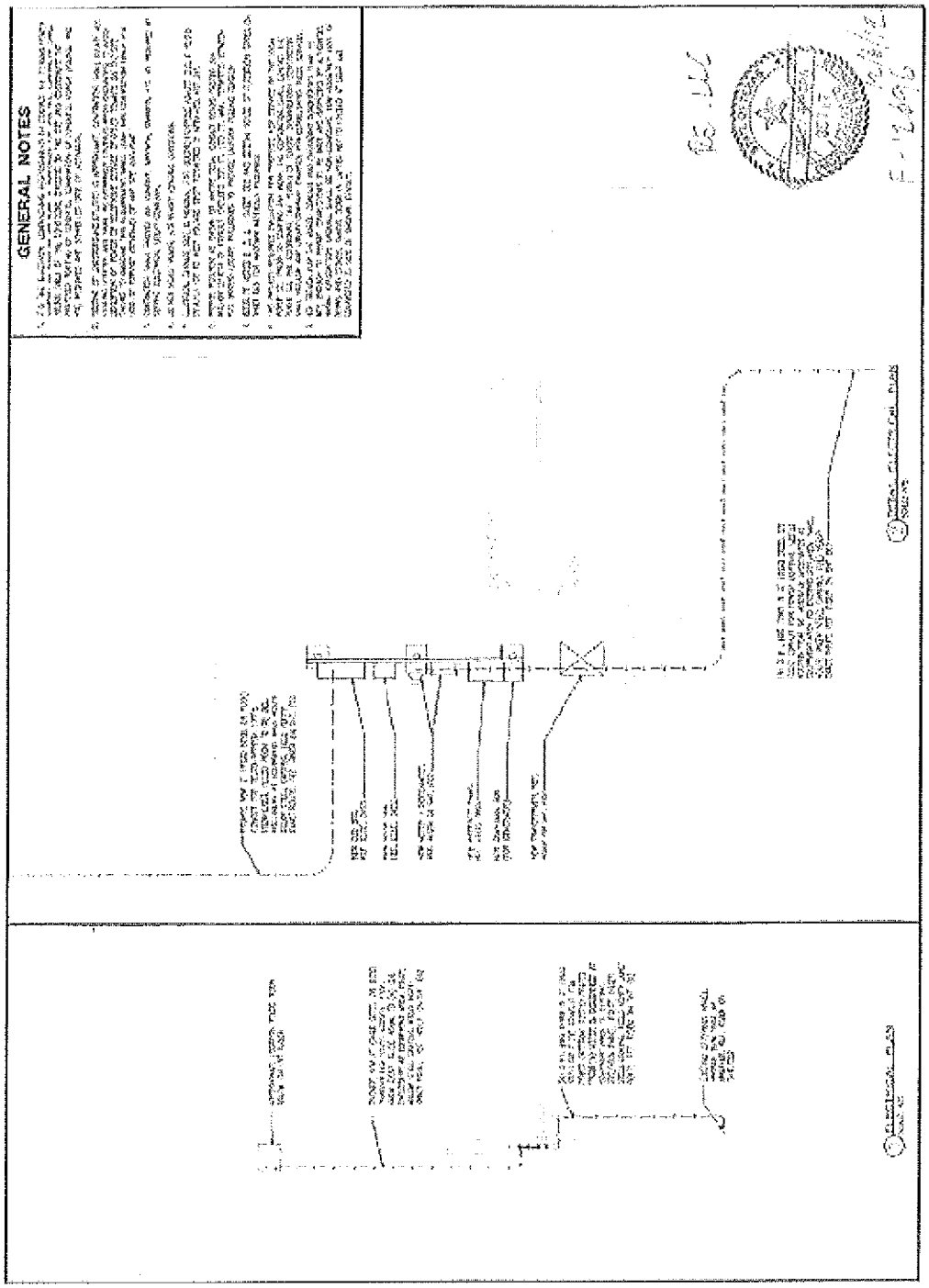


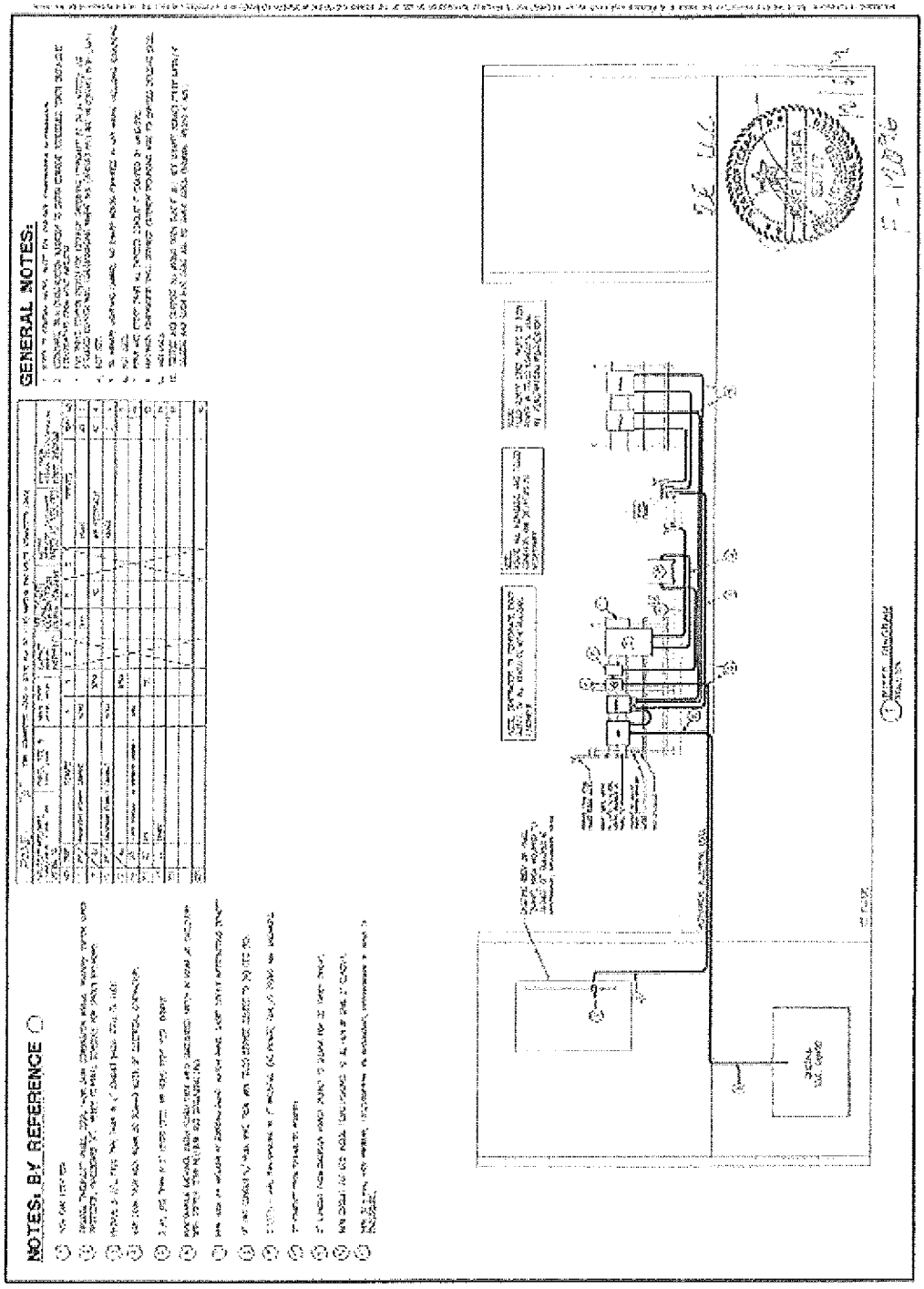


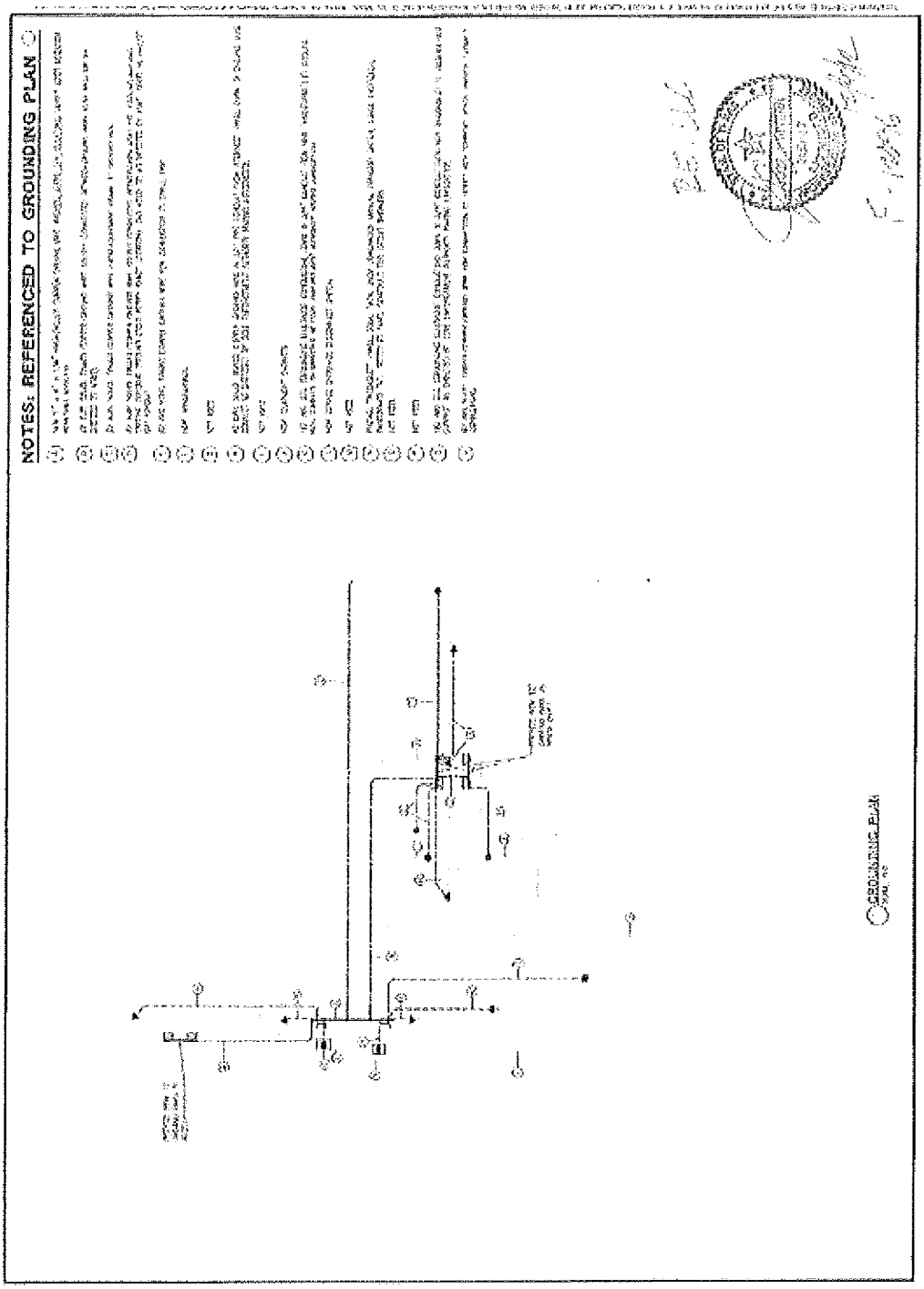


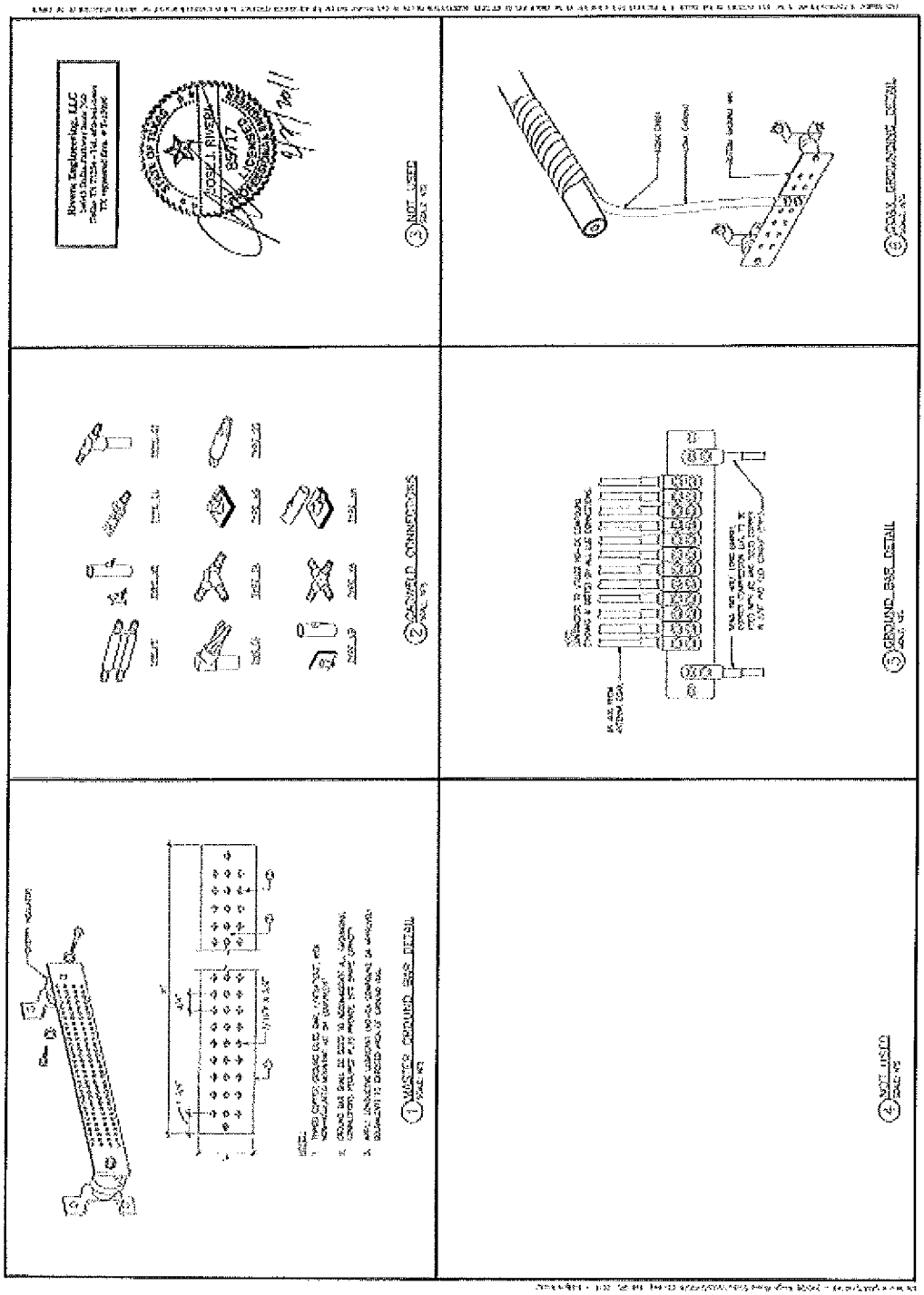


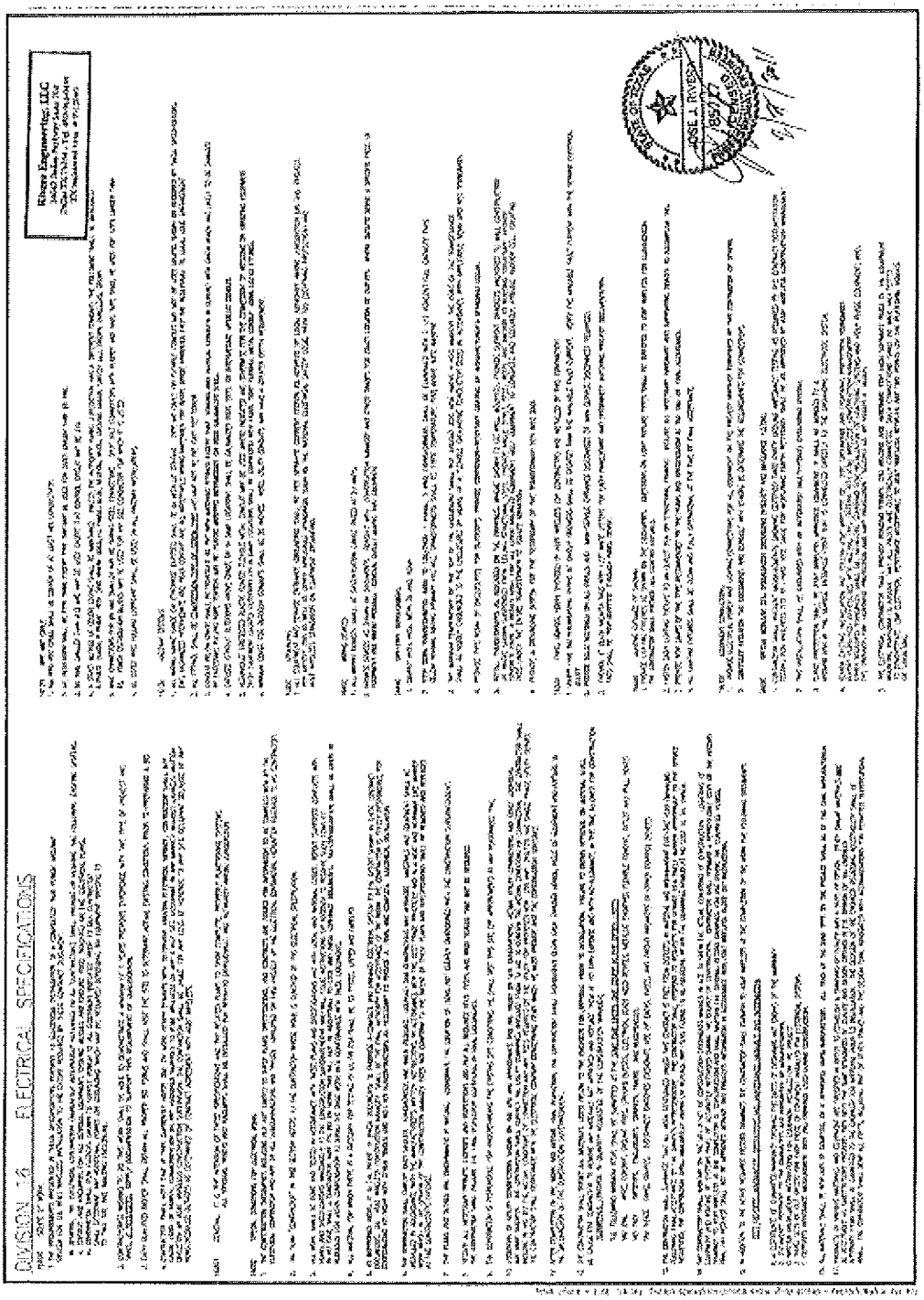



GENERAL NOTES


GENERAL NOTES:
NOTES: BY REFERENCE


NOTES: REFERENCED TO GROUNDING PLAN
GROUNDING PLAN

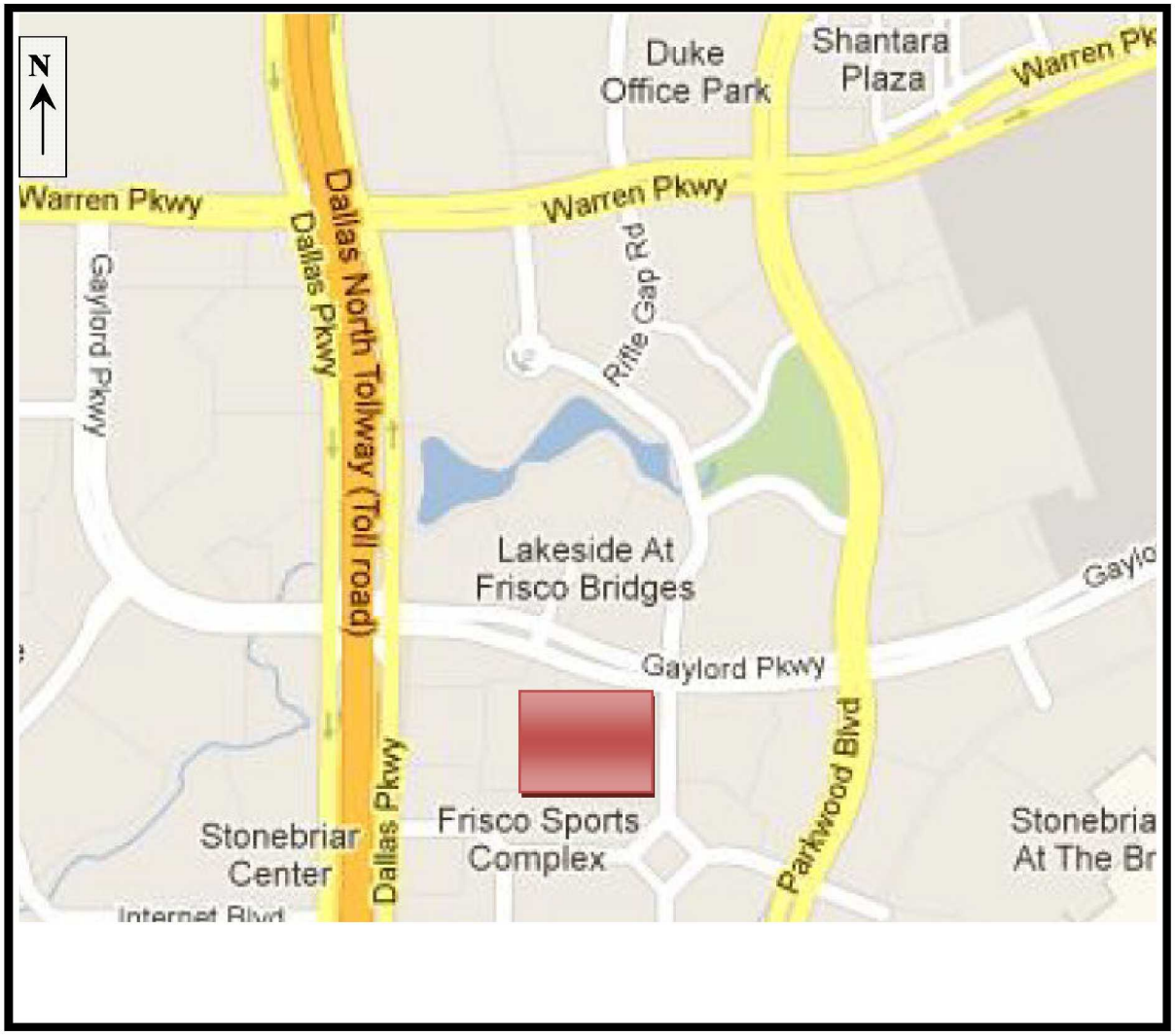




SITE LEASE AGREEMENT

New Cingular Wireless PCS, LLC

CITY COUNCIL MEETING OF MARCH 5, 2013



PROPERTY 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 TOWER SITE LEASE AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF FRISCO TEXAS AND NEW CINGULAR WIRELESS PCS, LLC.

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 Tower Site Lease Agreement Amendment by and between the City of Frisco, Texas and New Cingular Wireless PCS, LLC., 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 _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #17.

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

Date: **March 5, 2013**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Overpass Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the Rockhill Parkway Overpass U.S. D.O.T. No. 675281B**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Overpass Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the Rockhill Parkway Overpass U.S. D.O.T. No. 675281B.

Background Information: The Rockhill Parkway project includes the construction of six lanes of pavement from CR 26 to SH 289. Bridges will be constructed to enable the road to go over the BNSF Railroad and Parvin Branch tributary of Panther Creek. The project includes paving, grading, drainage, water, street lighting, irrigation, and landscaping.

Rockhill Parkway will overpass the BNSF railroad tracks, and therefore requires execution of an agreement as listed below.

- Overpass Agreement (OA) is required for the construction and maintenance of a new overpass bridge. The OA includes a Temporary Construction License and a permanent Easement to allow for initial construction and then for ongoing use and maintenance of the crossing.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute a Overpass Agreement, Permanent Easement and Temporary Construction License by and between the City of Frisco and BNSF Railway Company;
- Deny approval of the Resolution.

Financial Considerations: The costs will be funded from the General Obligation Bonds and are as follows:

ROW / Permitting		
BNSF Administration Fee		$ 2,000
BNSF Permanent Street Easement		$ 18,000
BNSF Temporary Construction License (TCE)		$480
	Subtotal	**$20,480**
Construction		
BNSF Flagging		$ 74,874
BNSF Inspection		$99,990
	Subtotal	**$174,864**
Total Estimated Payment to BNSF Railway Co.		**$195,344**

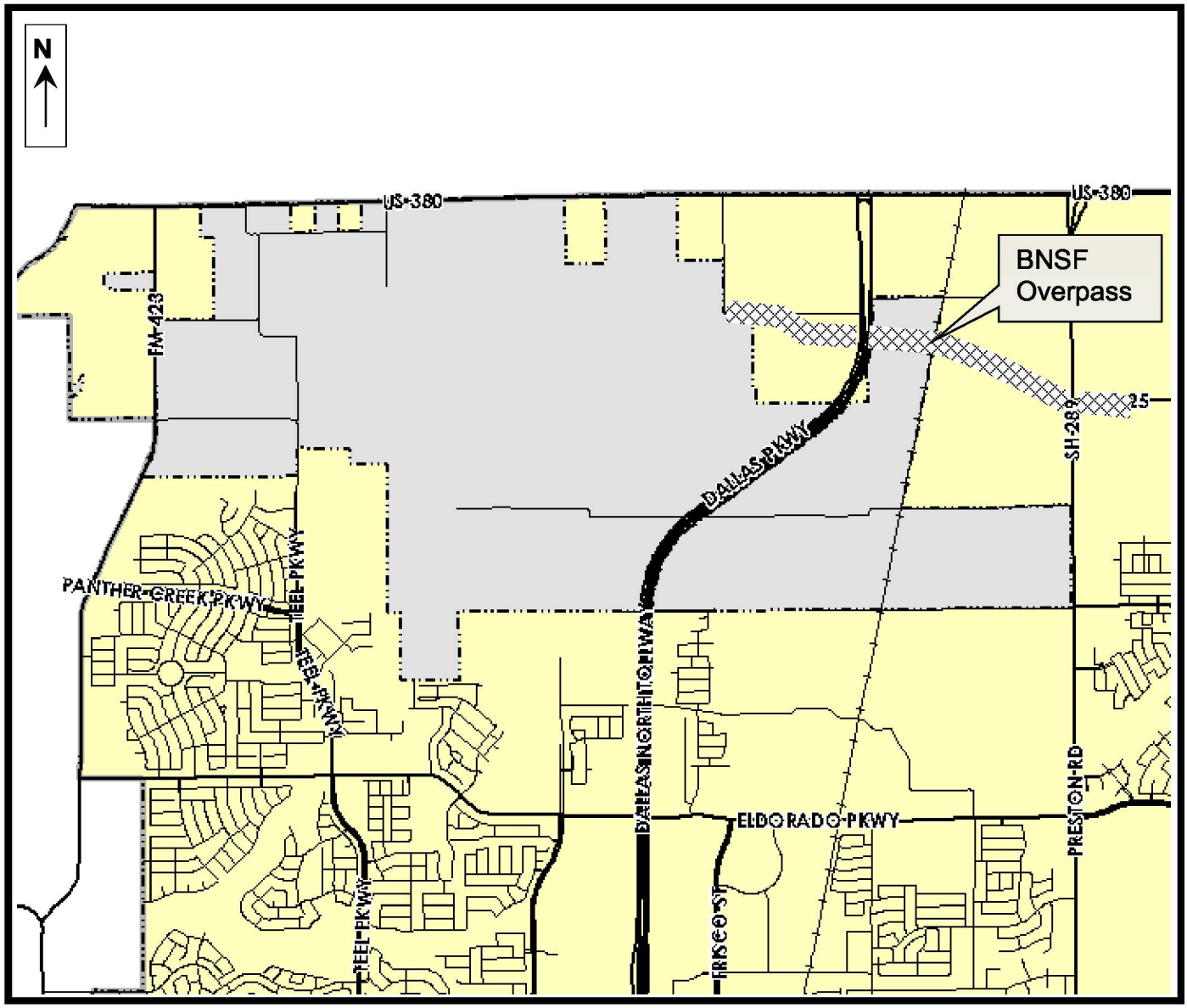
Legal Review: The City Attorney has reviewed and approved the Overpass Agreement as to form.

Supporting Documents:
- Location Map
- Resolution
- Overpass Agreement

Staff Recommendation: Staff recommends approval of a Resolution authorizing the City Manager to execute an Overpass Agreement by and between the City of Frisco and the BNSF Railway Company (BNSF) for the construction of the Rockhill Parkway Overpass U.S.D.O.T. No. 675281B. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Rockhill Parkway
BNSF Overpass Agreement D.O.T. NO. 675281B
March 5, 2013



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 OVERPASS AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND BNSF RAILWAY COMPANY (BNSF) FOR THE CONSTRUCTION OF THE ROCKHILL PARKWAY OVERPASS; 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 Overpass Agreement by and between the City of Frisco, Texas and BNSF Railway Company for the construction of the Rockhill Parkway Overpass, a copy of which are 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 _____, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

Exhibit "A"
Overpass Agreement

OVERPASS AGREEMENT

BNSF Contract No.
Rockhill Parkway Overpass
U.S. D.O.T. No. 675281B
LS 1046, MP 681.802
Madill Subdivision

This Agreement **("Agreement")**, is executed to be effective as of **February 12, 2013** **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")**, and the CITY OF FRISCO, TEXAS, a political subdivision of the State of Texas **("Agency")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Frisco, State of Texas;

WHEREAS, Agency desires to construct a new crossing at separated grades to be known as the Rockhill Parkway Overpass located at railroad milepost 681.802 and designated by D.O.T. No. 675281B.

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 Rockhill Parkway Overpass (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 Rockhill Road across BNSF Right of Way. Additionally, temporary controls during construction must be in compliance with the Manual on Uniform Traffic Control Devices, 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, Agency must pay BNSF the sum of **four hundred eighty dollars and no cents ($480.00)** as compensation for the Temporary Construction License and **two thousand dollars and no cents ($2,000.00)** as compensation for the administrative fee charged on all sale and easement transactions. 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) twelve (12) 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 Agency described in the subsequent sentence and provided Agency is in compliance with the terms and conditions of this Agreement, BNSF will grant to 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. Agency must pay BNSF the sum of **eighteen thousand dollars and no cents ($18,000.00)** as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 16 of this Agreement. If Agency fails to pay BNSF within the thirty 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, attached to this Agreement and made a part hereof;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project;

(e) Providing a contract project coordinator, at Agency's expense, to serve as a project manager for the Project; and

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. 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 .033% 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 sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two 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://bnsf.com/communities/faqs/permits-real-estate/#specs/UtiliyAccommodationManual), 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) Provide suitable drainage, both temporary and permanent;

(d) Installation and maintenance of an 8-foot. minimum height fence and/or concrete combination (throw fence) on the outside barrier of the Structure;

(e) 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 the following information, using seven (7) inch high BLACK lettering and numbering on a WHITE background in a conspicuous location on both sides of the Structure near the center line of the railroad track below:

DOT NO. 675281B
MP 681.80

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, Agency shall require the subcontractors to execute the C 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 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 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 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.

12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) The Contractor 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 contractor 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 contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor 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 Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor 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 contractor 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 Contractor, 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 Contractor, 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 CONTRACTOR 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 therefor (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 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 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, ITS 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 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.

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 Project Manager.

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:

Paul Knippel, P.E.
Director of Engineering Services
6101 Frisco Square Boulevard
Frisco, TX 75034
Phone: 972-292-5410
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

Paul Knippel, P.E.
Director of Engineering Services
6101 Frisco Square Boulevard
Frisco, TX 75034
Phone: 972-292-5410
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. 675281B 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 and Agency agree to the following terms upon completion of construction of the Project:

(a) Agency will own and 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 Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).

(b) Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.

(c) Agency 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.

(d) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

(e) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.

(f) If Agency (including its contractors and agents) or BNSF, on behalf of 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 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 10 93 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 Corporation", "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. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency 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 compact disk (CD) 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, 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, 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. 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 the Agency.

16. Agency may, at Agency'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 and Agency 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:
Manager Public Projects
5800 North Main Street
Fort Worth, Texas 76179

Agency:
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: Timothy J. Huya

Title: Manager Public Projects

WITNESS:

_____

AGENCY

CITY OF FRISCO

By: _____

Printed Name: George Purefoy

Title: City Manager

WITNESS:

_____

The City of Frisco, Texas

ROCKHILL PARKWAY
BNSF RAILROAD OVERPASS

EXHIBIT A

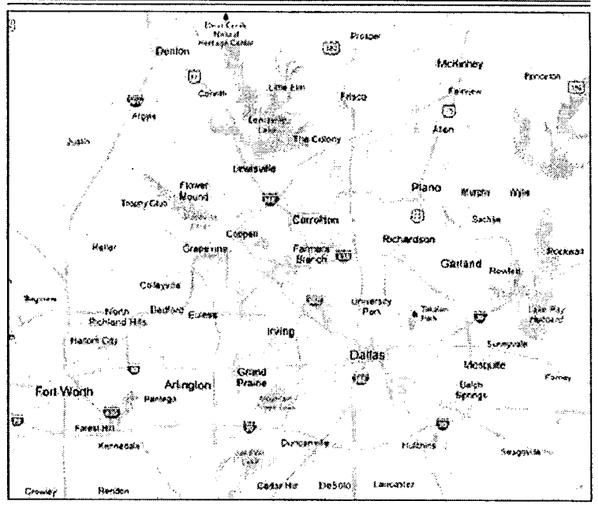
TEXAS DIVISION
MADILL SUBDIVISION
RR MILE POST 681.80
DOT NO. 675281B

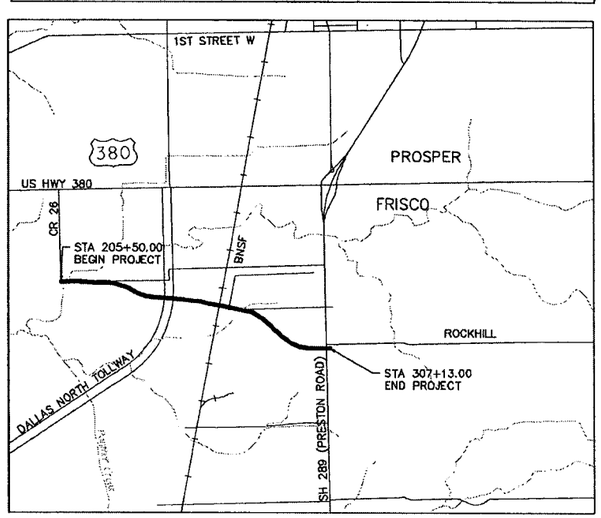
KHA NO. 061123017
BID NO. 1301-024
CIP NOS. 08-0017 & 10-0015

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-4	BRIDGE LAYOUT
5	BRIDGE TYPICAL SECTION
6-7	RAIL LAYOUT
8	RAILROAD REQUIREMENTS FOR BRIDGE CONSTRUCTION

Location Map:





FRISCO

PROGRESS IN MOTION.

BID NO. 1301-024
CIP NOS. 08-0007 & 10-0015

CITY OF FRISCO

Engineering Services Department
6101 Frisco Square Boulevard
Frisco, Texas 75034
Ph. (972) 292-5400
Fax (972) 292-5016

STATE OF TEXAS
CHRISTOPHER P. EMERT
107286
LICENSED
PROFESSIONAL ENGINEER
1/3/13

DECEMBER 2012

City Officials:

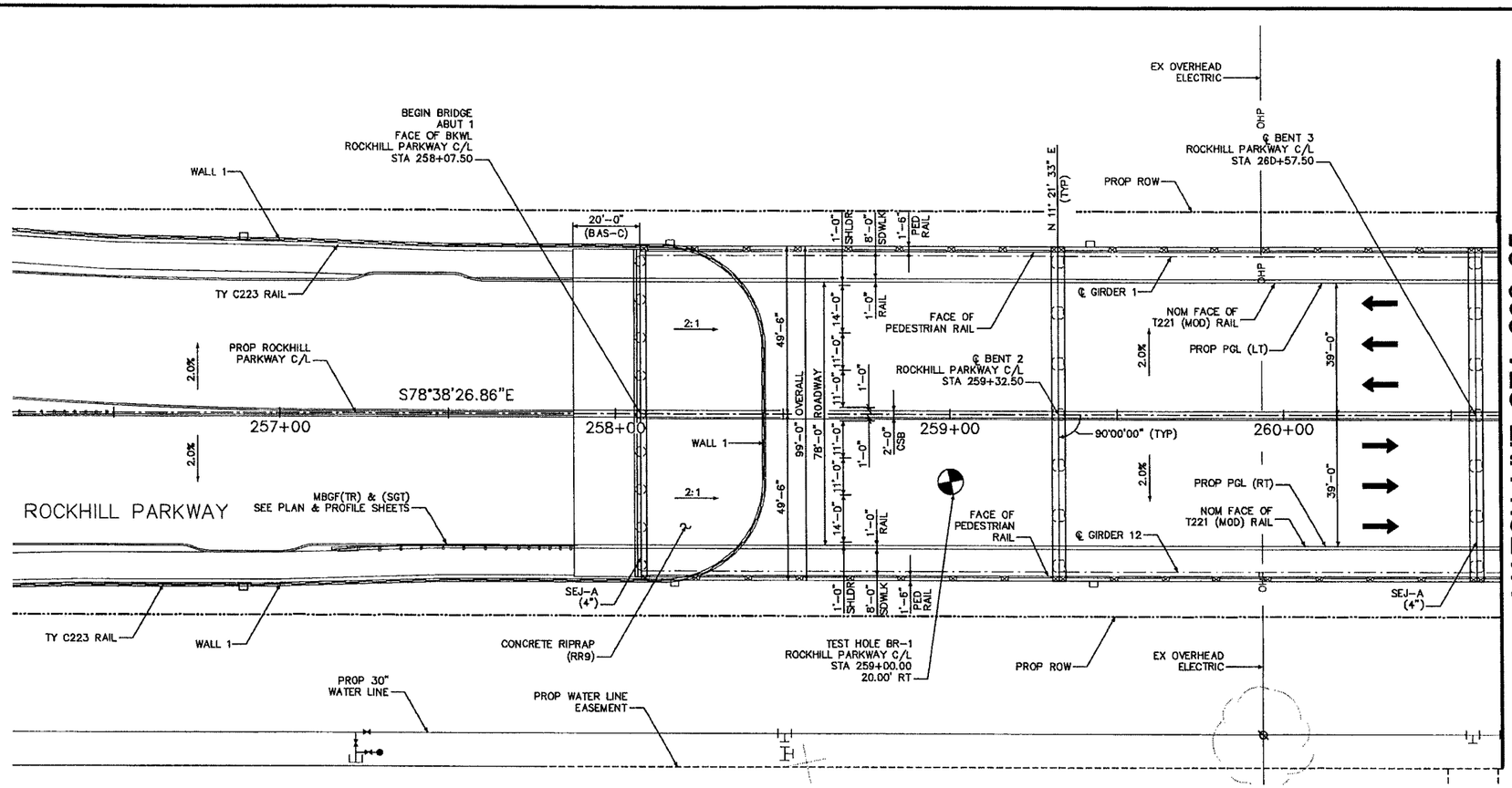
Mayor:	Maher Maso
Mayor Pro Tem:	Jeff Cheney
Deputy Mayor Pro Tem:	Scott Johnson
City Council:	Bob Allen John Keating Will Sowell Tim Nelson
City Manager:	George Purefoy
Director of Engineering Services:	Paul Knippel, P.E.
Assistant Director/Transportation:	Brian Moen, P.E.

PROPOSED ROCKHILL ROAD DESIGN SPEED = 45 MPH

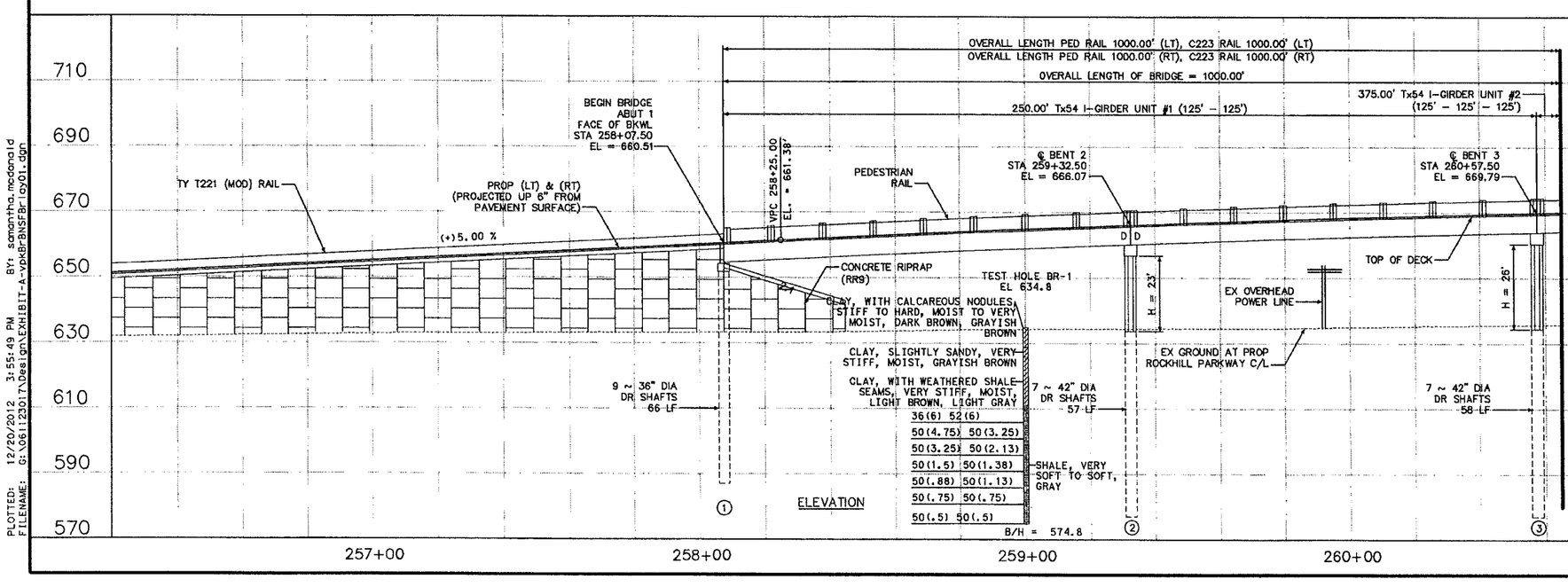
Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275, Irving, TX 75063 214-420-5600
Texas Registered Engineering Firm # F-928

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FRISCO - ROCKHILL PARKWAY
K:\LAC\Roadway\061123017\DESIGN*SHEET FILES\vpkBNSFcov01.dgn



PLAN



0 20 40

ORIGINALLY PLOTTED SCALE:
1" = 20'

NOTES:

SEE SHEET 2 OF 4 FOR NOTES.

DESIGN SPEED = 45 MPH

FUNC. CLASS = MAJOR THOROUGH
TYPE A

PROPDSEO NBI#: 18-043-0-J004-50-003

HL93 LOADING

PLOTTED: 12/20/2012 3:55:49 PM BY: samantha.mcdonald
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Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275, Irving, TX 75063 214-420-5900
Texas Registered Engineering Firm # F-928

No.	Revision	By	Date

11/26/2013
STATE OF TEXAS
CHRISTOPHER P. EMERT
107286
LICENSED
PROFESSIONAL ENGINEER

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

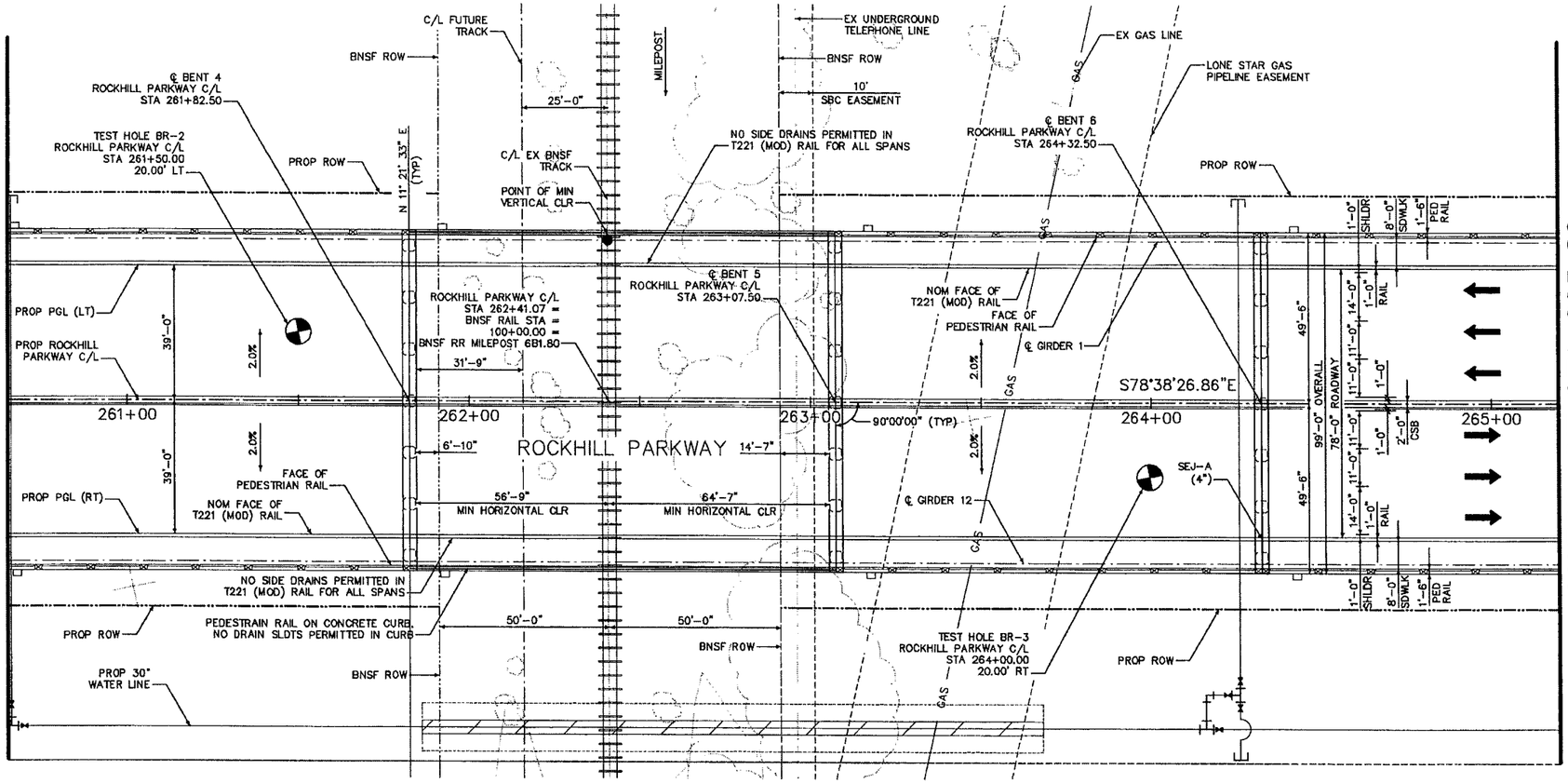
PROGRESS IN MOTION.

Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Madill Subdivision
RR Mile Post 681.80
DOT NO. 675 281B
Collin County

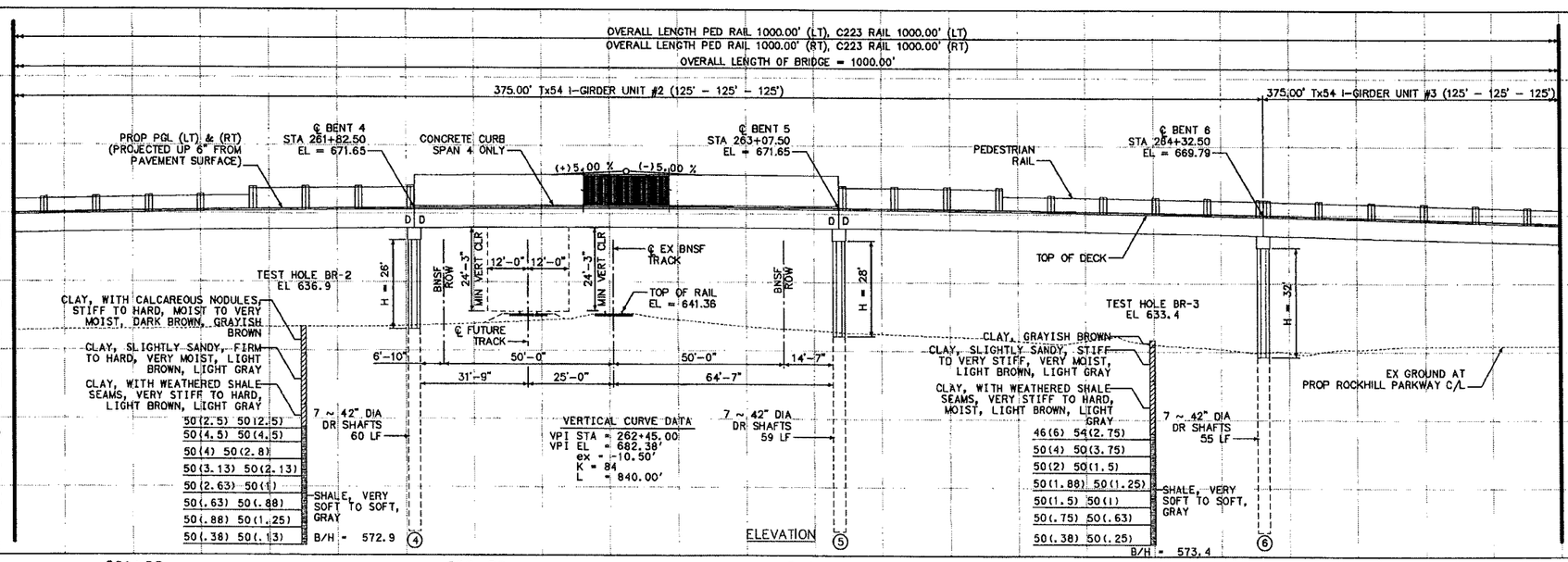
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CHECKED:	RSW
KHA NO.	061123017

SHEET
2

AGENDA ITEM #17.



PLAN



ELEVATION

NOTES:

1. BRIDGE DESIGNED FOR HL93 LOADING UNDER 2007 AASHTO LRFD SPECIFICATIONS AND INTERIM REVISIONS THERETO.
2. TRAIN DATA: AVERAGE 12 TRAINS PER DAY; NO PASSENGER TRAINS. TRAINS SPEED LIMIT = 40 MPH.
3. NO DRAINAGE FROM STRUCTURE WILL BE DISCHARGED ONTO BNSF ROW. DRAINAGE WILL BE COLLECTED IN ROADWAY STORM SEWER SYSTEM EAST AND WEST OF BRIDGE.
4. THE PROPSED BRIDGE WILL NOT INCREASE THE QUANTITY OR CHANGE THE CHARACTERISTICS OF THE FLOW IN THE RAILWAY'S DITCHES AND/OR DRAINAGE STRUCTURES.
5. LOCATIONS OF EXISTING UTILITES SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO EXCAVATING OR DRILLING.
6. THE ELEVATION OF THE EXISTING TOP-OF-RAIL PROFILE SHALL BE VERIFIED BEFORE BEGINNING CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION.

WORK TO BE PERFORMED BY THE CITY:

1. CONSTRUCT RAILROAD OVERPASS STRUCTURE.

WORK TO BE PERFORMED BY BNSF:

1. RAILROAD FLAGGING, ENGINEERING REVIEW, AND INSPECTIONS.

0 20 40
ORIGINALLY PLOTTED SCALE: 1" = 20'

DESIGN SPEED = 45 MPH
FUNC. CLASS = MAJOR THOROUGH TYPE A
PROPOSED NBI#: 18-043-0-J004-50-003
HL93 LOADING

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275, Irving, Texas 75063 Phone: 972-335-3580
Texas Engineering Firm # F-928

No.	Revision	By	Date

1/3/2013
STATE OF TEXAS
CHRISTOPHER P. EWE
107286
LICENSED PROFESSIONAL ENGINEER

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

FRISCO
PROGRESS IN MOTION.

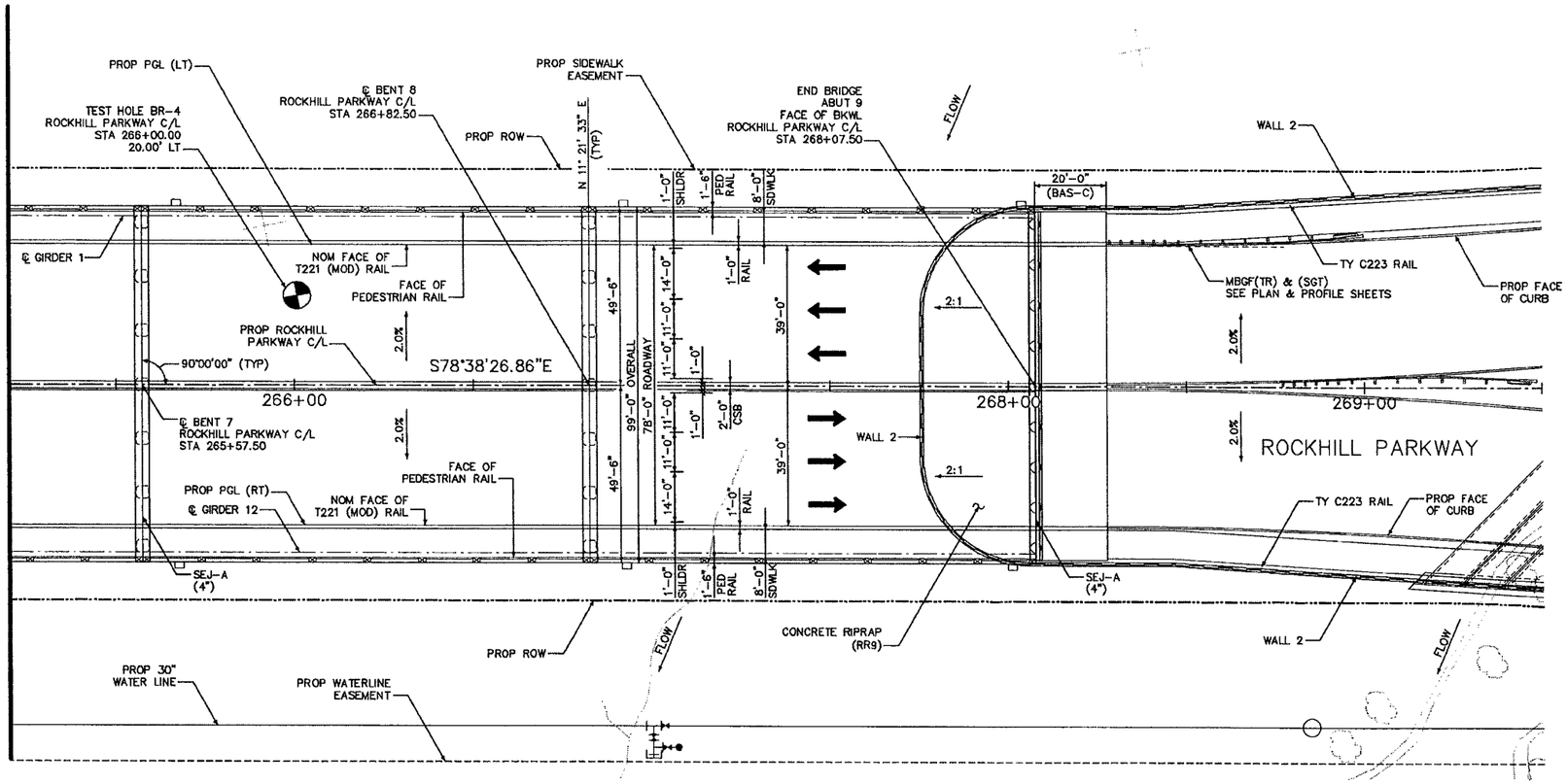
Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Madill Subdivision
RR Mile Post 681.80
DOT NO. 675 281B
Collin County

DATE:	DECEMBER 2012
DESIGN:	CPE
DRAWN:	CPE
CHECKED:	RSW
KHA NO.:	061123017
CIP NO.:	08-0007, ETC.

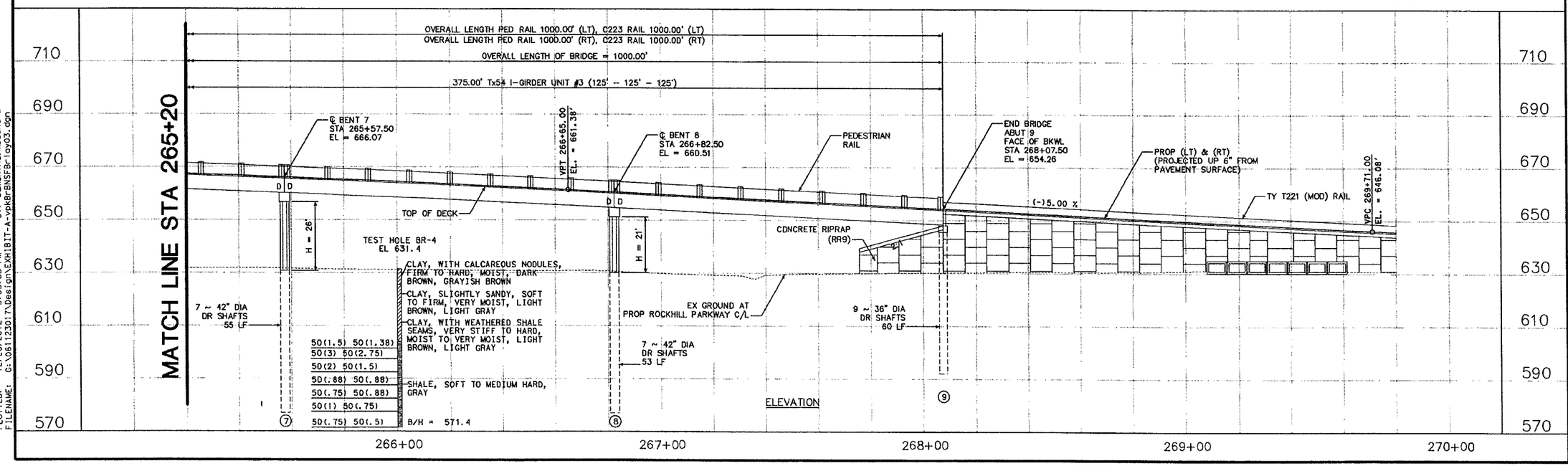
SHEET 3

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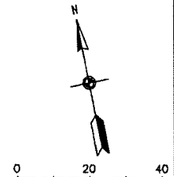


PLAN



ELEVATION

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DESIGN SPEED = 45 MPH

FUNC. CLASS = MAJOR THOROUGH TYPE A

PROPOSED NBI#: 18-043-0-J004-50-003

HL93 LOADING

NOTES:

SEE SHEET 2 OF 4 FOR NOTES.

Kimley-Horn and Associates, Inc.
221 West Royal Lane, Suite 275 Irving, TX 75063 214-453-6000
Texas Registered Engineering Firm F-928

No.	Revision	By	Date

1/2/2013
STATE OF TEXAS
CHRISTOPHER P. EWERT
107286
LICENSED
PROFESSIONAL ENGINEER

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

FRISCO
PROGRESS IN MOTION.

Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Madill Subdivision
RR Mile Post: 681.80
DOT NO. 675 281B
County

AGENDA ITEM #17.

DATE:	DECEMBER 2012
DESIGN:	CPE
DRAWN:	CPE
CHECKED:	RSW

SHEET
4

DATE:	DECEMBER 2012
DESIGN:	CPE
DRAWN:	CPE
CHECKED:	RSW
KHA NO.:	061123017
CIP NO.:	08-0007, ETC.
SHEET	C7

Exhibit 'A'
Rockhill Parkway BNSF Railroad Overpass
Madill Subdivision
RR Mile Post 681.80
DOT NO. 675 281B
Collin County

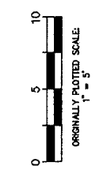
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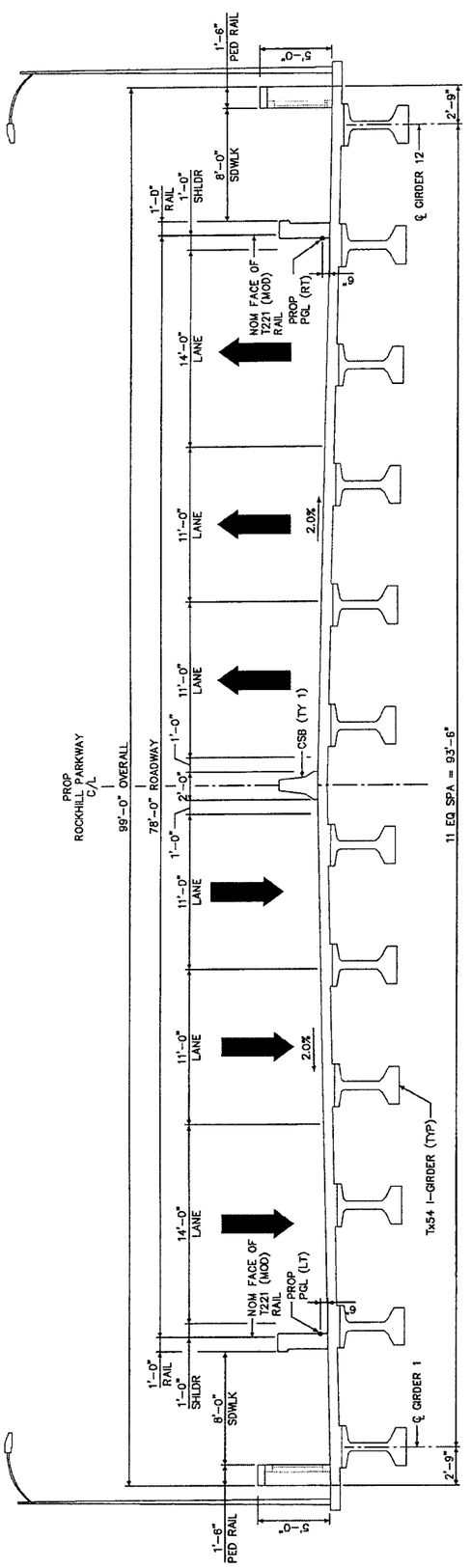
FRISCO

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

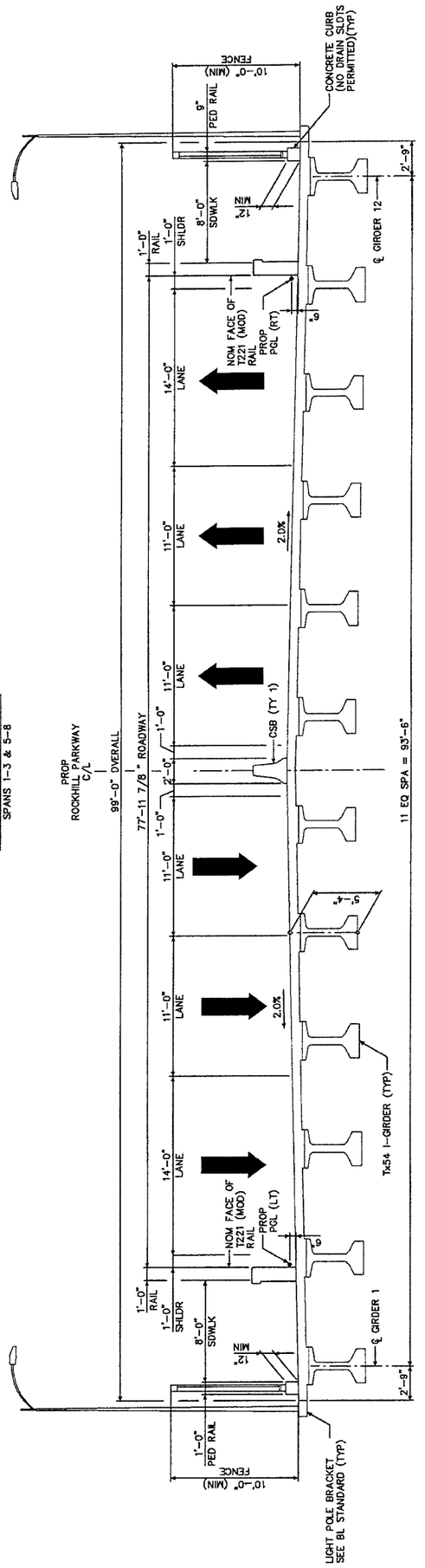
No.	Revision	By	Date

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 214, Irving, TX 75063 214-420-5900
Texas Registered Engineering Firm # F-928

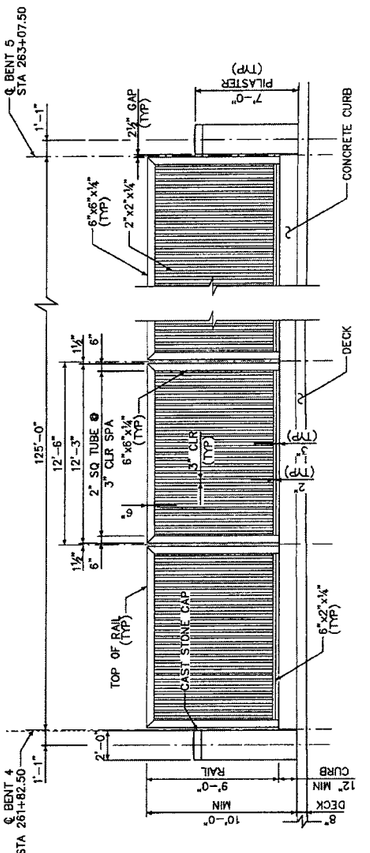




PROPOSED
BRIDGE TYPICAL SECTION
SPANS 1-3 & 5-8



PROPOSED
BRIDGE TYPICAL SECTION
SPAN 4 OVER BNSF ROW



PEDESTRIAN RAIL OVER
BSNF ROW

NOTE:
THE ELEVATION OF THE EXISTING TOP OF RAIL PROFILE SHALL BE VERIFIED BEFORE BEGINNING CONSTRUCTION. ALL DISCREPENCIES SHALL BE BROUGHT TO THE ATTENTION OF BNSF PRIOR TO CONSTRUCTION.

ROCKHILL PARKWAY C/L
PROP TEMPORARY CONSTRUCTION EASEMENT
PROP OVERHEAD BRIDGE
BNSF RAIL
BNSF RAIL C/L
50'
50'
GAS
100' BNSF ROW
PROP ROCKHILL PARKWAY STA 262+41.07= BNSF RAIL STA 110+00.00
MIN VERT CLEARANCE POINT AT ROCKHILL PARWKAY STA 262+41.07, 46.75'LT BNSF RAIL STA 110+46.75
PROP 30" WATER LINE
PROP WATER EASEMENT
EX UNDERGROUND TELEPHONE LINE
EX GAS LINE
PROP OVERHEAD BRIDGE
PROP ROW
MATCH LINE STA 112+00
POT 100+00.00
100+00
105+00
110+00
265+00
26
0 50 100
ORIGINALLY PLOTTED SCALE: 1" = 50'

BRIDGE LOW CHORD = 665.67' (SPAN 4)
C/L ROCKHILL PARWKWAY STA 261+41.07, 46.75' LT C/L BNSF RAIL STA 110+46.75 MIN VERTICAL CLEARANCE= 24'-3"
EL= 641.36'
EX BNSF RAIL C/L
XXX.XX EX. TOP OF RAIL ELEV.
635.66 636.41 636.68 636.95 637.22 637.50 637.84 638.20 638.56 638.92 639.25 639.51 639.77 640.03 640.29 640.55 640.80 641.03 641.12 641.22 641.37 641.64 641.83 642.02
660 655 650 645 640 635 630 625
100+00 101+00 102+00 103+00 104+00 105+00 106+00 107+00 108+00 109+00 110+00 111+00 112+00

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 215, Irving, TX 75063 214-369-6800
Texas Registered Engineering Firm # F-928

No.	Revision	By	Date

STATE OF TEXAS
NATHAN ANTE
96866
LICENSED PROFESSIONAL ENGINEER

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

FRISCO
PROGRESS IN MOTION.

Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Meadows Subdivision
Lots [illegible], Block [illegible], 78180
STA 100+00 TO STA 112+00

DATE:	DECEMBER 2012
DESIGN:	CPE
DRAWN:	GRM
CHECK:	[illegible]

SHEET 6

PLOTTED: 12/20/2012 11:17:00 AM BY: glen.marshall
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K:\LAC*Roadway\061123017\DESIGN*SHEET FILES\vpkBNSF01.dgn

AGENDA ITEM #17.

PROGRESS IN MOTION.

FRISCO

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Made Subdivision
RR Mile Post 681.80
Collin County
Sta 112+00 To End

DATE:	DECEMBER 2012
DESIGN:	CPE
DRAWN:	GRM
CHECKED:	CPE
KHA NO.:	061230 17
CIP NO.:	08-0007, ETC.
SHEET	7

Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 215, Irving, TX 75063 214-420-6800
Texas Registered Engineering Firm # F-928

No.	Revision	By	Date

ORIGINALLY PLOTTED SCALE: 1" = 50'
0 50 100

MATCH LINE STA 112+00

115+00

50' 50'

BNSF RAIL

100' BNSF RAIL ROW

POT 119+98.16

EX UNDERGROUND TELEPHONE

EX GAS LINE

NOTE:
THE ELEVATION OF THE EXISTING TOP OF RAIL PROFILE SHALL BE VERIFIED BEFORE BEGINNING CONSTRUCTION. ALL DISCREPENCIES SHALL BE BROUGHT TO THE ATTENTION OF BNSF PRIOR TO CONSTRUCTION.

EX BNSF RAIL C/L

XXX.XX EX. TOP OF RAIL ELEV

660 655 650 645 640 635 630 625

644.08 643.98 643.87 643.76 643.68 643.62 643.56 643.49 643.43 643.37 643.30 643.24 643.12 642.82 642.52 642.21 642.02

112+00 113+00 114+00 115+00 116+00 117+00 118+00 119+00 120+00

Packet Page -159-

GENERAL RAILROAD CONSTRUCTION NOTES

THE PROPOSED GRADE SEPARATION PROJECT SHALL NOT CHANGE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD DITCHES AND/OR DRAINAGE STRUCTURES.

ERECTION OVER THE RAILROAD'S TRACK SHALL BE PLANNED SUCH THAT IT ENABLES THE TRACK TO REMAIN OPEN TO TRAFFIC PER RAILROAD REQUIREMENTS. COORDINATE CONSTRUCTION WORK WINDOWS WITH THE RAILROAD'S DESIGNATED REPRESENTATIVE.

FALSEWORK FOR CONSTRUCTION OF OVERHEAD STRUCTURES SHALL COMPLY WITH RAILROAD REQUIREMENTS. RAILROAD REVIEW AND APPROVAL OF ERECTION AND FALSEWORK IS REQUIRED.

THE CONTRACTOR MUST SUBMIT A PROPOSED METHOD OF EROSION AND SETTLEMENT CONTROL AND HAVE THE METHOD APPROVED BY BNSF PRIOR TO BEGINNING ANY GRADING ON THE PROJECT SITE

APPLICANT SHALL BE RESPONSIBLE FOR IDENTIFICATION, LOCATION, AND PROTECTION OF EXISTING UTILITIES.

CALL THE FOLLOWNG NUMBER AT LEAST 5 DAYS PRIOR TO COMMENCING WORK TO DETERMINE LOCATION OF FIBER OPTICS:
1-800-533-2891

ALL PERMANENT CLEARANCES SHALL BE VERIFIED BEFORE PROJECT CLOSE OUT.

PART 1 - GENERAL

1.01 DESCRIPTION

THIS PROJECT INCLUDES CONSTRUCTION WORK WITHIN THE RIGHT-OF-WAY AND/OR PROPERTIES OF THE RAILROAD COMPANY AND ADJACENT TO ITS TRACKS, WIRE LINES AND OTHER FACILITIES. THESE SHEETS DESCRIBE THE MINIMUM SPECIAL REQUIREMENTS FOR COORDINATION WITH THE RAILRDAD WHEN WORKING UPON, OVER OR UNDER RAILROAD RIGHT-OF-WAY OR WHEN IMPACTING RAILROAD OPERATIONS FOR THE DURATION OF THE PROJECT. COORDINATE WITH THE RAILROAD WHILE PERFORMING THE WORK OUTLINED IN THIS CONTRACT, AND AFFORD THE SAME COOPERATION WITH THE RAILROAD AS WITH THE ENGINEER. COMPLETE ALL SUBMITTALS AND WORK IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS, RAILROAD GUIDELINES AND AREMA RECOMMENDATIONS AS MODIFIED BY THESE MINIMUM SPECIAL REQUIREMENTS OR AS DIRECTED IN WRITING BY THE RAILROAD DESIGNATED REPRESENTATIVE.

FOR PURPOSES OF THIS PROJECT, THE RAILROAD DESIGNATED REPRESENTATIVE IS THE PERSON OR PERSONS DESIGNATED BY THE RAILROAD MANAGER OF INDUSTRY AND PUBLIC PROJECTS TO HANDLE SPECIFIC TASKS RELATED TO THE PROJECT.

1.02 RAILROAD CONTACTS

THE PRIMARY RAILROAD POINT OF CONTACT FOR THIS PROJECT IS:
TIM HUYA
MANAGER OF PUBLIC PROJECTS
BNSF RAILWAY
5800 NORTH MAIN STREET
FT. WORTH, TX 76179
PHONE: (817) 352-2902
EMAIL: TIM.HUYA@BNSF.COM

FOR RAILROAD FLAGGING SERVICES AND TRACK WORK, CONTACT:
CHRIS VEGA
ROADMASTER
BNSF RAILWAY
OFFICE: (817) 352-2548
CELL: (254) 299-7626
EMAIL. CHRISTOPHER.VEGA@BNSF.COM

1.03 REQUEST FOR INFORMATION / CLARIFICATION

SUBMIT REQUESTS FOR INFORMATION ("RFI") INVOLVING WORK WITHIN ANY RAILROAD RIGHT-OF-WAY TO THE ENGINEER. THE ENGINEER WILL SUBMIT THE RFI TO THE RAILRDAD DESIGNATED REPRESENTATIVE FOR REVIEW AND APPROVAL FOR RFI'S CORRESPONDING TO WORK WITHIN RAILROAD RIGHT-OF-WAY. ALLOW SIX (6) WEEKS TOTAL TIME FOR REVIEW AND APPROVAL, WHICH INCLUDES FOUR (4) WEEKS FOR REVIEW AND APPROVAL BY THE RAILRDAD

1.04 PLANS / SPECIFICATIONS

THE ENGINEER HAS RECEIVED WRITTEN RAILROAD APPROVAL OF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT ANY REVISIONS OR CHANGES IN THE PLANS AFTER AWARD OF THE CONTRACT MUST HAVE THE APPROVAL OF THE ENGINEER AND THE RAILROAD.

PART 2 - UTILITIES AND FIBER OPTICS

CONSTRUCT ALL UTILITY INSTALLATIONS IN ACCORDANCE WITH CURRENT AREMA RECOMMENDATIONS, RAILROAD, TxDOT AND OWNING UTILITY SPECIFICATIONS AND REQUIREMENTS. RAILROAD GENERAL GUIDLINES CAN BE FOUND ON THE RAILROAD WEBSITE OR BY CONTACTING THE RAILRDAD DESIGNATED REPRESENTATIVE.

PART 3 - CONSTRUCTION

3.01 RAILROAD OPERATIONS

A. TRAINS AND/OR EQUIPMENT ARE EXPECTED ON ANY TRACK, AT ANY TIME, IN EITHER DIRECTION. BECOME FAMILIAR WITH THE TRAIN SCHEDULES IN THIS LOCATION AND STRUCTURE BID ASSUMING INTERMITTENT TRACK WINDOWS IN THIS PERIOD, AS DEFINED IN PARAGRAPH B THAT FOLLOWS. TRAIN TRAFFIC THROUGH THE LIMITS OF THE PROJECT IS CURRENTLY 12 TRAINS PER DAY AT A TIMETABLE SPEED OF 40 MPH.

B. ALL RAILROAD TRACKS WITHIN AND ADJACENT TO THE CONTRACT SITE ARE ACTIVE, AND RAIL TRAFFIC OVER THESE FACILITIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. ACTIVITIES MAY INCLUDE BOTH THRDUGH MOVES AND SWITCHING MOVES TO LOCAL CUSTOMERS. RAILROAD TRAFFIC AND OPERATIONS WILL OCCUR CONTINUOUSLY THROUGHOUT THE DAY AND NIGHT ON THESE TRACKS AND SHALL BE MAINTAINED AT ALL TIMES AS DEFINED HEREIN. COORDINATE AND SCHEDULE THE WORK SO THAT CONSTRUCTION ACTIVITIES DO NOT INTERFERE WITH RAILROAD OPERATIONS.

C. COORDINATE WORK WINDOWS WITH THE RAILROAD'S DESIGNATED REPRESENTATIVE. TYPES OF WORK WINDOWS INCLUDE CONDITIONAL WORK WINDOWS AND ABSOLUTE WORK WINDOWS, AS DEFINED BELOW:

1. CONDITIONAL WORK WINDOW: A CONDITIONAL WORK WINDOW IS A PERIOD OF TIME THAT RAILROAD OPERATIONS HAVE PRIORITY OVER CONSTRUCTION ACTIVITIES. WHEN CONSTRUCTION ACTIVITIES MAY OCCUR ON AND/OR ADJACENT TO THE RAILRDAD TRACKS WITHIN 25 FEET OF THE NEAREST TRACK, A RAILROAD FLAG PERSON WILL BE REQUIRED. AT THE DIRECTION OF THE RAILROAD FLAG PERSON, UPON APPROACH OF A TRAIN, AND WHEN TRAINS ARE PRESENT ON THE TRACKS, THE TRACKS MUST BE CLEARED (I.E., NO CONSTRUCTION EQUIPMENT, MATERIALS OR PERSONNEL WITHIN 25 FEET, OR AS DIRECTED BY THE RAILROAD DESIGNATED REPRESENTATIVE, FROM THE TRACKS). CONDITIONAL WORK WINDOWS ARE AVAILABLE FOR THE PROJECT.
2. ABSOLUTE WORK WINDOW: AN ABSOLUTE WORK WINDOW IS A PERIOD OF TIME THAT CONSTRUCTION ACTIVITIES ARE GIVEN PRIORITY OVER RAILROAD OPERATIONS. DURING THIS TIME FRAME THE DESIGNATED RAILROAD TRACK(S) WILL BE INACTIVE FOR TRAIN MOVEMENTS AND MAY BE FOULED BY THE CONTRACTOR. AT THE END OF AN ABSOLUTE WORK WINDOW THE RAILROAD TRACKS AND/OR SIGNALS MUST BE COMPLETELY OPERATIONAL FOR TRAIN OPERATIONS AND ALL RAILROAD, PUBLIC UTILITIES COMMISSION (PUC) AND FEDERAL RAILROAD ADMINISTRATION (FRA) REQUIREMENTS, CODES AND REGULATIONS FOR OPERATIONAL TRACKS MUST BE SATISFIED. IN THE SITUATION WHERE THE OPERATING TRACKS AND/OR SIGNALS HAVE BEEN AFFECTED, THE RAILROAD WILL PERFORM INSPECTIONS OF THE WORK PRIOR TO PLACING THAT TRACK BACK INTO SERVICE. RAILROAD FLAG PERSONS WILL BE REQUIRED FOR CONSTRUCTION ACTIVITIES REQUIRING AN ABSOLUTE WORK WINDOW. ABSOLUTE WORK WINDOWS WILL NOT GENERALLY BE GRANTED. ANY REQUEST WILL REQUIRE A DETAILED EXPLANATION FOR RAILROAD REVIEW.

2.02 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. PRIOR TO BEGINNING ANY WORK ON OR OVER THE PROPERTY OF, OR AFFECTING THE FACILITIES OF THE RAILROAD, ENTER INTO A "CONTRACTOR'S RIGHT OF ENTRY AGREEMENT" WITH RAILROAD (IF REQUIRED BY THE RAILROAD). THE FEE FOR PROCESSING THE AGREEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. SUBMIT A COPY OF THE EXECUTED AGREEMENT AND THE INSURANCE POLICIES, BINDERS, CERTIFICATES AND ENDORSEMENTS SET FORTH THEREIN TO THE ENGINEER PRIOR TO COMMENCING WORK ON RAILROAD PROPERTY. WITHIN THE RIGHT OF ENTRY AGREEMENT, SPECIFY WORKING TIME FRAMES, FLAGGING AND INSPECTION REQUIREMENTS, AND ANY OTHER ITEMS SPECIFIED BY THE RAILROAD.

B. GIVE ADVANCE NOTICE TO THE RAILROAD AS REQUIRED IN THE "CONTRACTOR'S RIGHT OF ENTRY AGREEMENT" BEFORE COMMENCING WORK IN CONNECTION WITH CONSTRUCTION UPON OR OVER RAILRDAD RIGHT-OF-WAY AND OBSERVE THE RAILROAD'S RULES AND REGULATIONS WITH RESPECT THERETO.

C. PERFORM ALL WORK UPON RAILROAD RIGHT-OF-WAY IN A MANNER TO AVOID INTERFERENCE WITH OR ENDANGER THE OPERATIONS OF THE RAILROAD. WHENEVER WORK MAY AFFECT THE OPERATIONS OR SAFETY OF TRAINS, SUBMIT THE WORK METHOD TO THE RAILROAD DESIGNATED REPRESENTATIVE FOR APPROVAL. APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM LIABILITY DO NOT COMMENCE ANY WORK WHICH REQUIRES FLAGGING SERVICE OR INSPECTION SERVICE UNTIL THE FLAGGING PROTECTION REQUIRED BY THE RAILROAD IS AVAILABLE AT THE JOB SITE.

D. MAKE REQUESTS IN WRITING FOR BOTH ABSOLUTE AND CONDITIONAL WORK WINDOWS, AT LEAST TWO WEEKS IN ADVANCE OF ANY WORK. INCLUDE IN THE WRITTEN REQUEST:
1. EXACTLY WHAT THE WORK ENTAILS.
2. THE DAYS AND HOURS THAT WORK WILL BE PERFORMED.
3. THE EXACT LOCATION OF WORK, AND PROXIMITY TO THE TRACKS.
4. THE TYPE OF WINDOW REQUESTED AND THE AMOUNT OF TIME REQUESTED.
5. THE DESIGNATED CONTACT PERSON.

PROVIDE A WRITTEN CONFIRMATION NOTICE TO THE RAILROAD AT LEAST 5 DAYS BEFORE COMMENCING WORK IN CONNECTION WITH APPROVED WORK WINDOWS WHEN WORK IS WITHIN 25 FEET OF ANY TRACK CENTER LINE. PERFORM ALL WORK IN ACCORDANCE WITH PREVIOUSLY APPROVED WORK PLANS.

E. MAKE PROVISIONS TO PROTECT OPERATIONS AND PROPERTY OF THE RAILROAD SHOULD A CONDITION ARISING FROM, OR IN CONNECTION WITH THE WORK, REQUIRE IMMEDIATE AND UNUSUAL ACTION. IF IN THE JUDGMENT OF THE RAILROAD DESIGNATED REPRESENTATIVE SUCH PROVISIONS ARE INSUFFICIENT, THE RAILROAD DESIGNATED REPRESENTATIVE MAY REQUIRE OR PROVIDE SUCH PROVISIONS AS DEEMED NECESSARY. IN ANY EVENT, SUCH PROVISIONS SHALL BE AT THE CONTRACTOR'S EXPENSE AND WITHOUT COST TO THE RAILROAD. THE RAILROAD SHALL HAVE THE RIGHT TO ORDER THE CONTRACTOR TO TEMPORARILY CEASE OPERATIONS IN THE EVENT OF AN EMERGENCY OR, IF IN THE OPINION OF THE RAILROAD DESIGNATED REPRESENTATIVE, THE CONTRACTOR'S OPERATIONS COULD ENDANGER RAILROAD OPERATIONS. IN THE EVENT OF SUCH AN ORDER, IMMEDIATELY NOTIFY THE ENGINEER OF THE ORDER.

3.03 INSURANCE

DO NOT BEGIN WORK UPON OR OVER RAILROAD RIGHT-OF-WAY UNTIL FURNISHING THE RAILROAD WITH THE INSURANCE POLICIES, BINDERS, CERTIFICATES AND ENDORSEMENTS REQUIRED BY THE "CONTRACTOR'S RIGHT-OF-ENTRY AGREEMENT", AND UNTIL THE RAILROAD DESIGNATED REPRESENTATIVE HAS ADVISED THE ENGINEER THAT SUCH INSURANCE IS IN ACCORDANCE WITH THE AGREEMENT.

3.04 RAILROAD SAFETY ORIENTATION

COMPLETE THE RAILROAD COURSE "ORIENTATION FOR CONTRACTOR'S SAFETY", AND MAINTAIN CURRENT REGISTRATION PRIOR TO WORKING ON RAILROAD PROPERTY. THIS ORIENTATION IS AVAILABLE AT WWW.CONTRACTORORIENTATION.COM. THIS COURSE IS REQUIRED TO BE COMPLETED ANNUALLY BY CONTRACTOR AND SUBCONTRACTOR PERSONNEL WORKING ON SITE.

3.05 COOPERATION

THE RAILROAD WILL COOPERATE WITH CONTRACTOR SO THAT WORK MAY BE CONDUCTED IN AN EFFICIENT MANNER, AND WILL COOPERATE WITH CONTRACTOR IN ENABLING USE OF RAILROAD RIGHT-OF-WAY IN PERFORMING THE WORK.

3.06 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

ABIDE BY THE FOLLOWING MINIMUM TEMPORARY CLEARANCES DURING THE COURSE OF CONSTRUCTION AS SHOWN IN THE MINIMUM CLEARANCE DIAGRAM.

FOR CONSTRUCTION CLEARANCE LESS THAN LISTED ABOVE, OBTAIN LOCAL RAILROAD OPERATING UNIT REVIEW AND APPROVAL.

3.07 APPROVAL OF REDUCED CLEARANCES

A. MAINTAIN MINIMUM TRACK CLEARANCES DURING CONSTRUCTION AS SPECIFIED IN SECTION 3.06

B. SUBMIT ANY PROPOSED INFRINGEMENT ON THE SPECIFIED MINIMUM CLEARANCES TO THE RAILROAD DESIGNATED REPRESENTATIVE AT LEAST 30 DAYS IN ADVANCE OF THE WORK. DO NOT PROCEED WITH SUCH INFRINGEMENT UNTIL WRITTEN APPROVAL BY THE RAILROAD DESIGNATED REPRESENTATIVE.

C. DO NOT COMMENCE WORK INVOLVING AN APPROVED INFRINGEMENT UNTIL RECEIVING WRITTEN ASSURANCE FROM THE RAILROAD DESIGNATED REPRESENTATIVE THAT ARRANGEMENTS HAVE BEEN MADE FOR ANY NECESSARY FLAGGING SERVICE.

3.08 CONSTRUCTION AND AS-BUILT SUBMITTALS

A. PROVIDE THE ENGINEER SUBMITTALS FOR CONSTRUCTION MATERIALS AND PROCEDURES AS OUTLINED BELOW AND INDICATED IN TXDOT STANDARD SPECIFICATIONS. A SUMMARY OF MOST SUBMITTAL REQUIREMENTS CAN BE FOUND AT:
WWW.DOT.STATE.TX.US/PUBLICATIONS/BRIDGE/ITEMS REVIEWED.PDF

B. THE TABLES BELOW PROVIDE THE RAILROAD'S MINIMUM SUBMITTAL REQUIREMENTS FOR THE CONSTRUCTION ITEMS NOTED. SUBMITTAL REQUIREMENTS ARE IN ADDITION TO THOSE SPECIFIED ELSEWHERE IN THESE BID DOCUMENTS. THE REVIEW TIMES INDICATED BELOW REPRESENT THE TOTAL TIME, INCLUDING THE RAILRDAD'S REQUIRED FOUR (4) WEEKS.

C. THE ENGINEER WILL FORWARD RELEVANT SUBMITTALS TO THE RAILROAD MANAGER OF INDUSTRY AND PUBLIC PROJECTS UNLESS OTHERWISE DIRECTED BY THE RAILROAD. THE ENGINEER OF RECORD WILL REVIEW AND INCLUDE COMMENTS PRIOR TO FORWARDING TO THE RAILROAD. SUBMIT ITEMS IN TABLE 1 FOR BOTH RAILROAD OVERPASS AND UNDERPASS PROJECTS, AS APPLICABLE.

TABLE 1 - RAILROAD SUBMITTAL REQUIREMENTS FOR OVERPASS PROJECTS

ITEM	DESCRIPTION	SETS	REVIEW TIME
1	SHORING DESIGN AND DETAILS	6	6 WEEKS
2	FALSEWORK DESIGN AND DETAILS	6	6 WEEKS
3	DRAINAGE DESIGN PROVISIONS	6	6 WEEKS
4	ERECTION DIAGRAMS AND SEQUENCE	6	6 WEEKS
5	DEMOLITION DIAGRAM AND SEQUENCE	6	6 WEEKS

3.09 MAINTENANCE OF RAILROAD FACILITIES

A. MAINTAIN ALL DITCHES AND DRAINAGE STRUCTURES FREE OF SILT OR OTHER OBSTRUCTIONS RESULTING FROM CONTRACTOR'S OPERATIONS. REPAIR ERODED AREAS AND ANY OTHER DAMAGE WITHIN RAILROAD RIGHT-OF-WAY AND REPAIR ANY OTHER DAMAGE TO THE PROPERTY OF THE RAILROAD, OR ITS TENANTS.

B. PERFORM ALL SUCH MAINTENANCE AND REPAIR OF DAMAGES DUE TO THE CONTRACTOR'S OPERATIONS AT CONTRACTOR'S EXPENSE.

C. SUBMIT A PROPOSED METHOD OF EROSION CONTROL FOR REVIEW BY THE RAILROAD PRIOR TO BEGINNING ANY GRADING ON THE PROJECT SITE. COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS WHEN DEVELOPING AND IMPLEMENTING SUCH EROSION CONTROL.

3.10 SITE INSPECTIONS BY RAILROAD's DESIGNATED REPRESENTATIVE

A. IN ADDITION TO THE OFFICE REVIEWS OF CONSTRUCTION SUBMITTALS, SITE INSPECTIONS MAY BE PERFORMED BY THE RAILROAD DESIGNATED REPRESENTATIVE AT SIGNIFICANT POINTS DURING CONSTRUCTION, INCLUDING THE FOLLOWING IF APPLICABLE:
1. PRE-CONSTRUCTION MEETINGS.
2. PILE DRIVING/DRILLING OF CAISSONS OR DRILLED SHAFTS.
3. REINFORCEMENT AND CONCRETE PLACEMENT FOR RAILROAD BRIDGE SUBSTRUCTURE AND/OR SUPERSTRUCTURE.
4. ERECTION OF PRECAST CONCRETE OR STEEL BRIDGE SUPERSTRUCTURE.
5. PLACEMENT OF WATERPROOFING (PRIOR TO PLACING BALLAST ON BRIDGE DECK).
6. COMPLETION OF THE BRIDGE STRUCTURE.

B. SITE INSPECTION IS NOT LIMITED TO THE MILESTONE EVENTS LISTED ABOVE. SITE VISITS TO CHECK PROGRESS OF THE WORK MAY BE PERFORMED AT ANY TIME THROUGHOUT THE CONSTRUCTION AS DEEMED NECESSARY BY THE RAILRDAD.

C. PROVIDE A DETAILED CONSTRUCTION SCHEDULE, INCLUDING THE PROPOSED TEMPORARY HORIZONTAL AND VERTICAL CLEARANCES AND CONSTRUCTION SEQUENCE FOR ALL WORK TO THE ENGINEER FOR SUBMITTAL TO THE RAILROAD DESIGNATED REPRESENTATIVE FOR REVIEW PRIOR TO COMMENCEMENT OF WORK. INCLUDE THE ANTICIPATED DATES WHEN THE ABOVE LISTED EVENTS WILL OCCUR. UPDATE THIS SCHEDULE FOR THE ABOVE LISTED EVENTS AS NECESSARY AND EACH MONTH AT A MINIMUM TO ALLOW THE RAILROAD TO SCHEDULE SITE INSPECTIONS.

3.11 RAILROAD REPRESENTATIVES

RAILROAD REPRESENTATIVES, CONDUCTORS, FLAG PERSONS OR WATCH PERSONS WILL BE PROVIDED BY THE RAILROAD AT EXPENSE OF OWNER TO PROTECT RAILROAD FACILITIES, PROPERTY AND MOVEMENTS OF ITS TRAINS OR ENGINES. IN GENERAL, THE RAILROAD WILL FURNISH SUCH PERSONNEL OR OTHER PROTECTIVE SERVICES AS FOLLOWS:

A. WHEN ANY PART OF ANY EQUIPMENT IS STANDING OR BEING OPERATED WITHIN 25 FEET, MEASURED HORIZONTALLY, FROM CENTERLINE OF ANY TRACK ON WHICH TRAINS MAY OPERATE, OR WHEN ANY OBJECT IS OFF THE GROUND AND ANY DIMENSION THEREOF COULD EXTEND INSIDE THE 25 FOOT LIMIT, OR WHEN ANY ERECTION OR CONSTRUCTION ACTIVITIES ARE IN PROGRESS WITHIN SUCH LIMITS, REGARDLESS OF ELEVATION ABOVE OR BELOW TRACK.

B. FOR ANY EXCAVATION BELOW ELEVATION OF TRACK SUBGRADE IF, IN THE OPINION OF THE RAILROAD DESIGNATED REPRESENTATIVE, TRACK OR OTHER RAILROAD FACILITIES MAY BE SUBJECT TO SETTLEMENT OR MOVEMENT.

C. DURING ANY CLEARING, GRUBBING, EXCAVATION OR GRADING IN PROXIMITY TO RAILRDAD FACILITIES, WHICH, IN THE OPINION OF THE RAILROAD DESIGNATED REPRESENTATIVE, MAY ENDANGER RAILROAD FACILITIES OR OPERATIONS.

D. DURING ANY CONTRACTOR'S OPERATIONS WHEN, IN THE OPINION OF THE RAILROAD DESIGNATED REPRESENTATIVE, RAILROAD FACILITIES, INCLUDING, BUT NOT LIMITED TO, TRACKS. BUILDINGS, SIGNALS, WIRE LINES, OR PIPE LINES, MAY BE ENDANGERED.

E. ARRANGE WITH THE RAILROAD DESIGNATED REPRESENTATIVE TO PROVIDE THE ADEQUATE NUMBER OF FLAG PERSONS TO ACCOMPLISH THE WORK.

3.12 WALKWAYS REQUIRED

MAINTAIN ALONG THE OUTER SIDE OF EACH EXTERIOR TRACK OF MULTIPLE OPERATED TRACK, AND ON EACH SIDE OF SINGLE OPERATED TRACK, AN UNOBSTRUCTED CONTINUOUS SPACE SUITABLE FOR TRAINMAN'S USE IN WALKING ALONG TRAINS, EXTENDING TO A LINE NOT LESS THAN TWELVE FEET (12') FROM CENTERLINE OF TRACK. REMOVE ANY TEMPORARY IMPEDIMENTS TO WALKWAYS AND TRACK DRAINAGE ENCROACHMENTS OR OBSTRUCTIONS ALLOWED DURING WORK HOURS BEFORE THE CLOSE OF EACH WORK DAY. CONSTRUCT WALKWAYS WITH RAILINGS OVER OPEN EXCAVATION AREAS WHEN IN CLOSE PROXIMITY OF TRACK. DO NOT VIOLATE ALLOWABLE CLEARANCES OF THESE RAILINGS TO CENTERLINE OF TRACK: 8' - 6" HORIZONTALLY FOR TANGENT TRACK OR 9' - 6" HORIZONTALLY FOR CURVED TRACK.

3.13 CONSTRUCTION EXCAVATIONS

A. TAKE SPECIAL PRECAUTION AND CARE IN CONNECTION WITH EXCAVATING AND SHORING. EXCAVATIONS FOR CONSTRUCTION OF FOOTINGS, PIERS, COLUMNS, WALLS OR OTHER FACILITIES THAT REQUIRE SHORING SHALL COMPLY WITH REQUIREMENTS OF TXDOT, OSHA, AREMA AND RAILROAD "GUIDELINES FOR TEMPORARY SHORING".

B. THE PROJECT PLANS INDICATE WHETHER THERE ARE FIBER OPTIC LINES OR OTHER SUCH TELECOMMUNICATIONS SYSTEMS THAT REQUIRE CONSIDERATION. REGARDLESS, CONTACT THE NECESSARY CALL CENTER TO DETERMINE IF SUCH CABLE SYSTEMS ARE PRESENT:

BNSF 1-800-533-2891
24 HOUR NUMBER
5 WORKING DAYS NOTICE REQUIRED

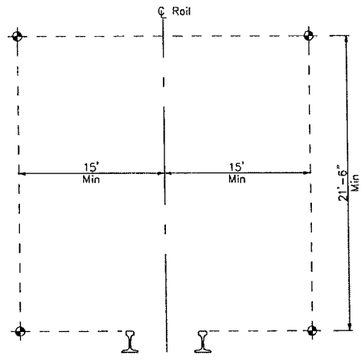
IF A TELECOMMUNICATIONS SYSTEM IS BURIED ANYWHERE ON OR NEAR RAILROAD PROPERTY, COORDINATE WITH THE ENGINEER, THE RAILROAD AND THE TELECOMMUNICATION COMPANY(IES) TO ARRANGE FOR RELOCATION OR PROTECTIVE MEASURES PRIOR TO BEGINNING WORK ON OR NEAR RAILROAD PROPERTY. REFER TO THE PROJECT GENERAL NOTES FOR ADDITIONAL INFORMATION.

3.14 RAILROAD FLAGGING

RAILROAD FLAGGING WILL BE REQUIRED FOR ANY WORK WITHIN 25 FT HORIZONTALLY OF THE TRACK. PROVISIONS FOR FLAGGING ARE ALSO DESCRIBED IN ITEM 7.16 "WORK NEAR RAILROADS" IN THE TXDOT STANDARD SPECIFICATIONS.

3.15 CLEANING OF RIGHT-OF-WAY

WHEN WORK IS COMPLETE, REMOVE ALL TOOLS, IMPLEMENTS, AND OTHER MATERIALS BROUGHT INTO RAILRDAD RIGHT-OF-WAY AND LEAVE THE RIGHT-OF-WAY IN A CLEAN AND PRESENTABLE CONDITION TO SATISFACTION OF THE ENGINEER AND THE RAILROAD.



TEMPORARY MINIMUM CLEARANCE TO BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION

N.T.S.

PLOTTED: 1/2/2013 7:13:11 AM BY: glen.marshall
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Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 226, Irving, TX 75063 214-412-2660
Texas Registered Engineering Firm # F-928

No.	Revision	By	Date

CHRISTOPHER P. EMERY
107286
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

CITY OF FRISCO, TEXAS
ROCKHILL PARKWAY
CR 26 TO SH 289

FRISCO
PROGRESS IN MOTION.

Exhibit "A"
Rockhill Parkway BNSF Railroad Overpass
Macll Subdivision
RR Mile Post: 68180
Coury
al Notes

DATE: DECEMBER 2012
DESIGN: CPE
DRAWN: GRM
CHECKED: CPE

SHEET
8

AGENDA ITEM #17.

EXHIBIT “B”

EASEMENT AGREEMENT

FOR CONSTRUCTION OF A SEPARATED GRADE CROSSING

(Overpass Agreement)

THIS EASEMENT AGREEMENT FOR CONSTRUCTING A NEW CROSSING AT SEPARATED GRADES (**"Easement Agreement"**) is made and entered into as of the ____ day of _____ 2013 (**"Effective Date"**), by and between BNSF RAILWAY COMPANY, a Delaware corporation (**"Grantor"**), and the (**"Grantee"**).

A. A. Grantor owns or controls certain real property situated at or near the vicinity of Frisco, County of Collin, State of Texas, at railroad Mile Post 681.80, [City Project #CIP08-0007 & 10-0015], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the **"Premises"**)

B. Grantor and Grantee have entered into that certain Overpass Agreement dated as of _____ concerning improvements on or near the Premises (the "Overpass **Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over 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 Overpass 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 Overpass 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 Overpass 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 Overpass 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 Overpass 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 Easement, unless sooner terminated under provisions of this Easement 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 Overpass 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 Overpass Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. 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.

[Signature page follows]

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:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

Premises

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 148, City of Frisco, Collin County, Texas and being part of a tract of land described in deed to St. Louis San Francisco and Texas Railway Company recorded in Volume 128, Page 319, Deed Records of Collin County, Texas and known as the east right-of-way line of the St. Louis and Santa Fe Railroad (a 100-foot wide right-of-way) and being more particularly described as follows:

COMMENCING at a 1" iron pipe found in the east right-of-way line of said St. Louis and Santa Fe Railroad at the northwest corner of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas;

THENCE with said east right-of-way line, North 11°21'33" East, a distance of 213.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said east right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed 100-foot wide right-of-way);

THENCE departing said east right-of-way line, North 78°38'27" West, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the west line of said St. Louis and Santa Fe Railroad;

THENCE with said west right-of-way line, North 11°21'33" East, a distance of 120.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of the proposed north right-of-way line of said Rockhill Road and said west right-of-way line;

THENCE departing said west right-of-way line, South 78°38'27" East, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed north right-of-way line of Rockhill Road and said east right-of-way line;

THENCE with said east right-of-way line, South 11°21'33" West, a distance of 120.00 feet to the **POINT OF BEGINNING** and containing 12,000 square feet or 0.275 acres of land.

Bearing system of this description 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 Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).



Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12750 Merit Drive, Suite 1000
Dallas, Texas 75251-1516

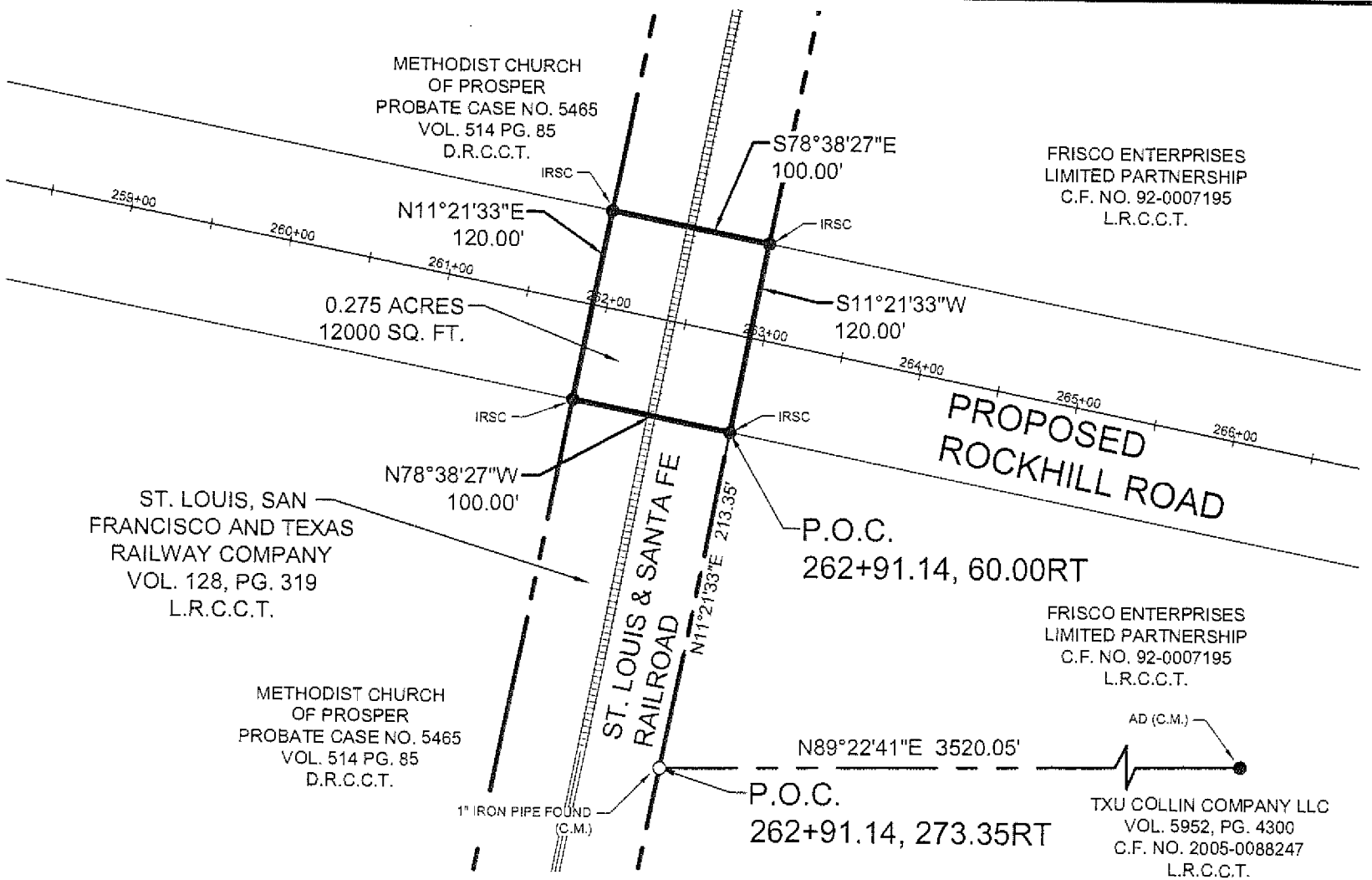
PERMANENT ROADWAY EASEMENT

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, 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	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	12/20/2012	061123017	1 OF 2

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COMMENCING at a 1" iron pipe found in the east right-of-way line of said St. Louis and Santa Fe Railroad at the northwest corner of a tract of land described in Special Warranty Deed to TXU Collin Company, LLC, recorded in Volume 5952, Page 4300 and in Clerk's File No. 2005-0088247, Land Records of Collin County, Texas;

THENCE with said east right-of-way line, North 11°21'33" East, a distance of 188.35 feet to the **POINT OF BEGINNING**;

THENCE departing said east right-of-way line, North 78°38'27" West, a distance of 100.00 feet to point for corner in the west right-of-way line of said St. Louis and Santa Fe Railroad;

THENCE with said west right-of-way line, North 11°21'33" East, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said west right-of-way line and the proposed south right-of-way line of Rockhill Road (a proposed 100-foot wide right-of-way);

THENCE departing said west right-of-way line, South 78°38'27" East, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said east right-of-way line and said proposed south right-of-way line;

THENCE with said east right-of-way line, South 11°21'33" West, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 1,000 square feet or 0.230 acres of land.

Bearing system of this description 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 Central Zone 4202 (North American Datum of 1983, 1993 HPGN adjustment).The distances are local surface distances derived from Frisco Monument 1 (CSF 0.999841847).

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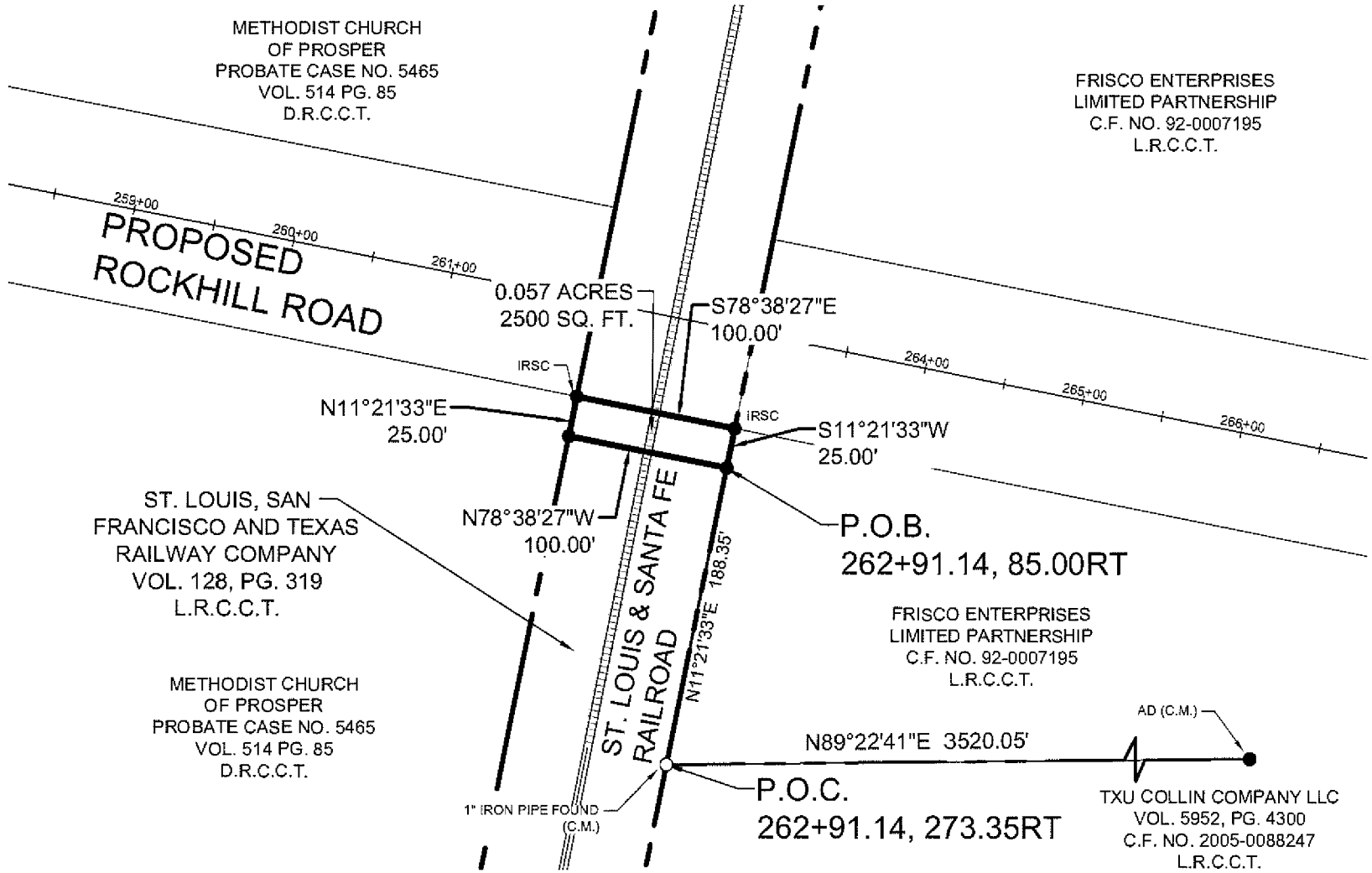
STATE OF TEXAS
REGISTERED
DANA BROWN
5336
PROFESSIONAL
LAND SURVEYOR
1-10-13

TEMPORARY CONSTRUCTION EASEMENT

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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12750 Merit Drive, Suite 1000
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THENCE with said east right-of-way line, North 11°21'33" East, a distance of 333.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said east right-of-way line and the proposed north right-of-way line of Rockhill Road (a proposed 100-foot wide right-of-way) for the **POINT OF BEGINNING**;

THENCE departing said east right-of-way line, North 78°38'27" West, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed north right-of-way line and the west line of said St. Louis and Santa Fe Railroad;

THENCE with said west right-of-way line, North 11°21'33" East, a distance of 10.00 feet to a point for corner;

THENCE South 78°38'27" East, a distance of 100.00 feet to a point in said east right-of-way line;

THENCE with said east right-of-way line, South 11°21'33" West, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 1,000 square feet or 0.230 acres of land.

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STATE OF TEXAS
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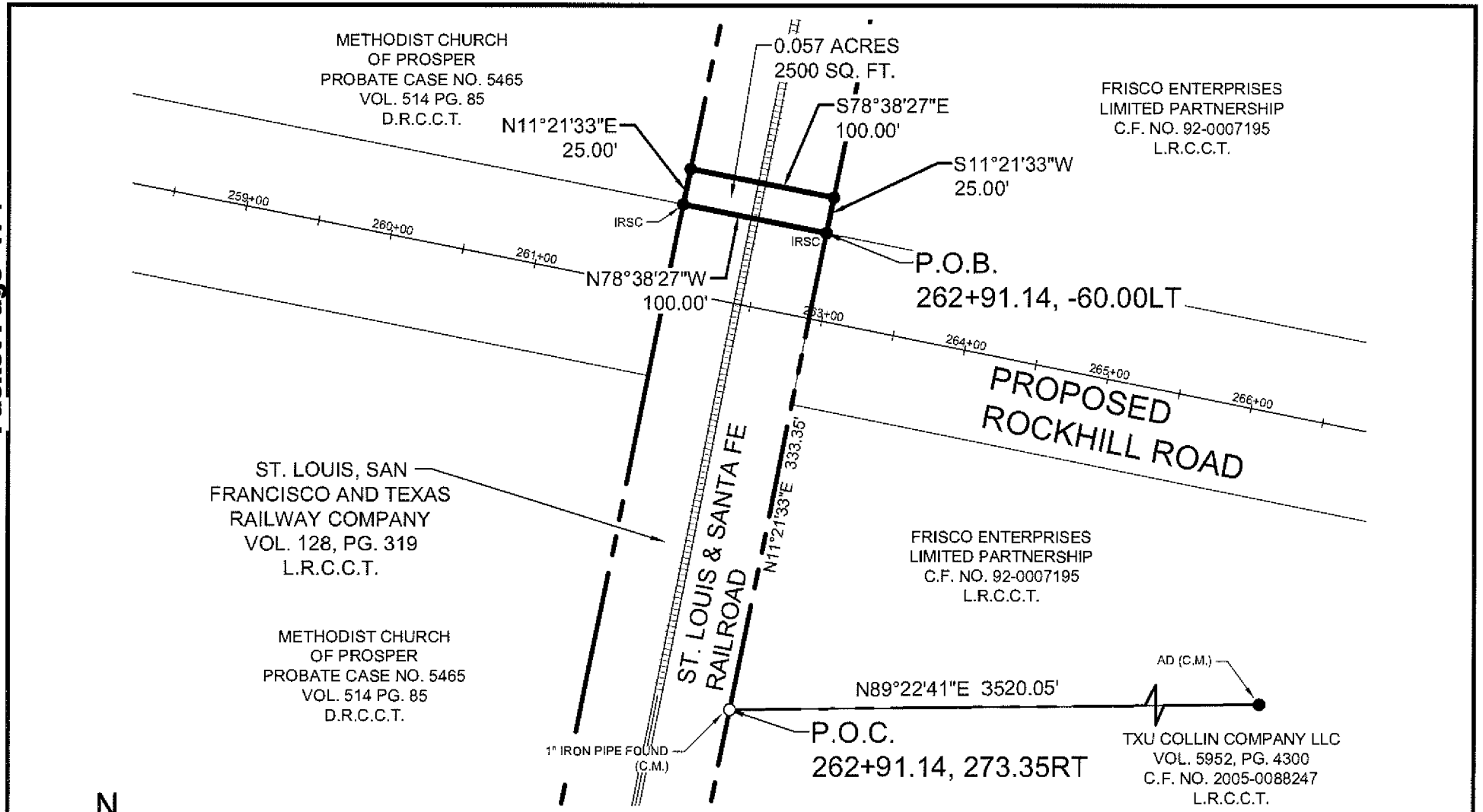
TEMPORARY CONSTRUCTION EASEMENT

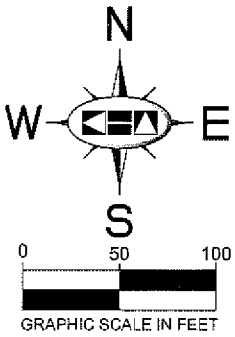
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EXHIBIT "B-1"

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 City of Frisco ("**Grantee**"), whose address for purposes of this instrument is _____, 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 Frisco, Collin 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:

_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of _____, a _____.

_____
Notary Public

My appointment expires:_____

(Seal)

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THENCE departing said east right-of-way line, North 78°38'27" West, a distance of 100.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the intersection of said proposed south right-of-way line and the west line of said St. Louis and Santa Fe Railroad;

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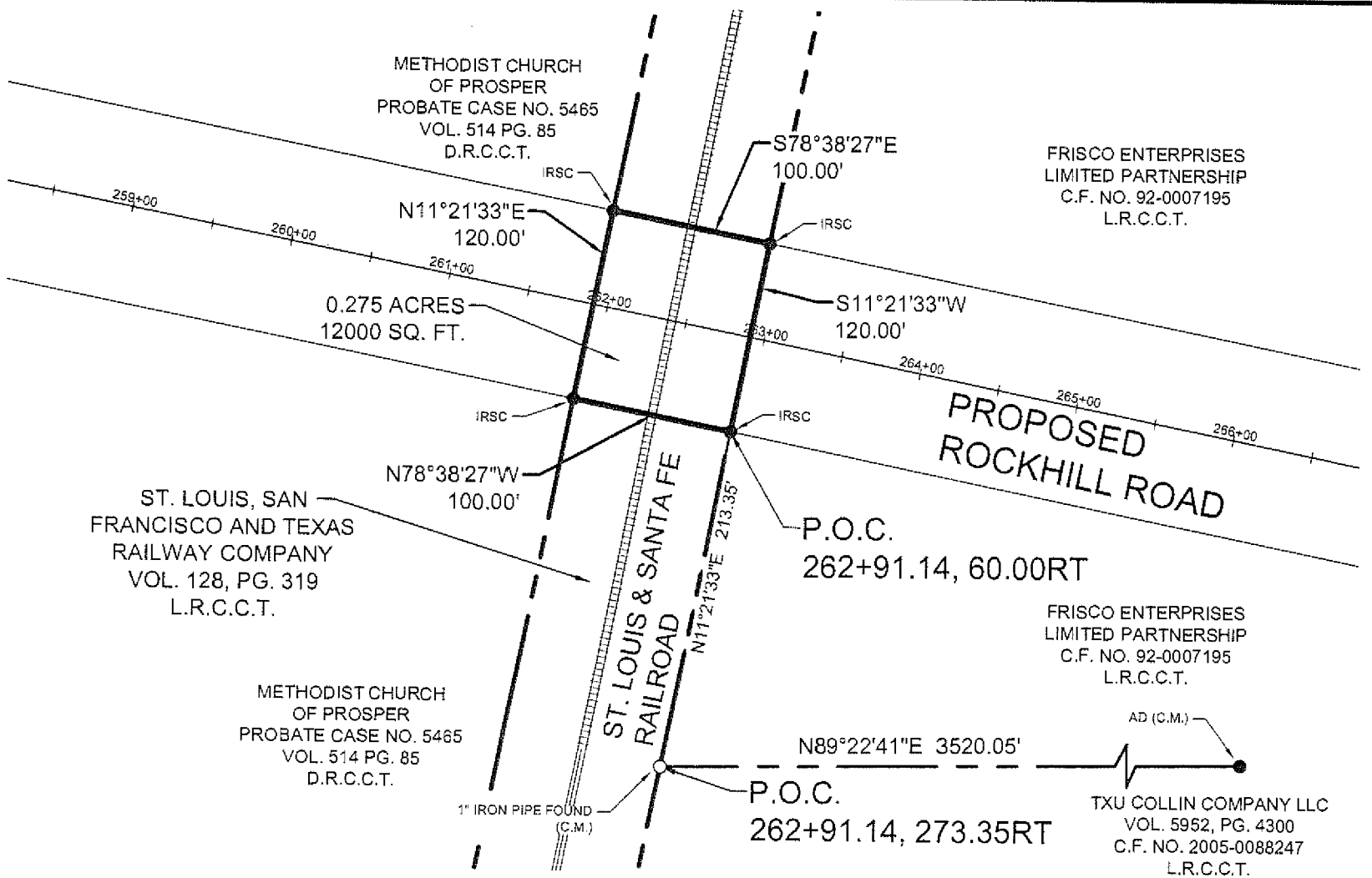
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○ = 5/8" iron rod with "KHA" cap set unless otherwise noted.

PERMANENT ROADWAY EASEMENT

COLLIN COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 148
CITY OF FRISCO, 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	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	12/20/2012	061123017	2 OF 2

PLOTTED BY DUNN, STACY 12/20/2012 9:28 AM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123017-VIRGINIA PARKWAY\DWG\EXHIBITS\061123017-ROCKHILL RD-BNSF ESMT.DWG LAST SAVED 12/20/2012 9:20 AM

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 **ROCKHILL PARKWAY overpass (DOT No. 675281B) located at Railway's milepost 681.80 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:

_____
(City project rep)
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034
Phone: _____
Email: _____

- **1.01.05** 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 for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify **City of Frisco (name of project rep) at 972-292-___** 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 **675281B.**

- **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 in writing 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 Frisco** and must not be undertaken until approved in writing by the Railway, and until the **City of Frisco** 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 Frisco** 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 # 254-29907626 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 FRISCO (up to 90 days; thereafter, flagging services are to be paid by the CONTRACTOR)**. 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 281-331-2070 & 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 83 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.

Accident 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: 675281B
Agency Project: Rockhill Parkway overpass at BNSF Railway

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, with the **CITY OF FRISCO, TEXAS** for the performance of certain work in connection with the following project: **construct ROCKHILL PARKWAY overpass (DOT No. 675281B) located at Railway's milepost 681.80 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 Frisco** (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

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway 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, ITS 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 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.

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. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

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.

_____
Contractor

By: _____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

_____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

Email: _____

BNSF Railway

By: _____

Name: Timothy J. Huya
Manager Public Projects

Accepted and effective this _____ day of _____, 2013.

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D
Railroad Project/Bridge Inspector Cost Estimate
for Rockhill Parkway, revised 1/15/2013

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF FRISCO

LOCATION SSS PROSPER | DETAILS OF ESTIMATE | PLAN ITEM : PTR675281B | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP INSPECTION TX DIV MADILL SUB LS 1046 MP 681.8 - DOT # 675281B

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER:
BNSF TO PROVIDE 75 DAYS OF RAILROAD PROJECT/BRIDGE INSPECTION SERVICES DURING THE CONSTRUCTION OF NEW GRADE SEPARATION AT ROCKHILL PARKWAY (DOT NO. 675281B)

BILLING: 100% BILLABLE TO THE CITY OF FRISCO

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			
**********			
INSPECTION	75.0 DAY	90,000	
TOTAL OTHER ITEMS COST		90,000	90,000
PROJECT SUBTOTAL			90,000
CONTINGENCIES			9,000
BILL PREPARATION FEE			990
GROSS PROJECT COST			99,990
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			99,990

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

EXHIBIT D
Railroad Flagging Cost Estimate
for Rockhill Parkway
revised 2/04/2013

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF FRISCO

LOCATION SSS PROSPER | DETAILS OF ESTIMATE | PLAN ITEM : PTR675281B1 | VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP FLAGGING TX DIV MADILL SUB LS 1046 MP 681.80 DOT# 675281B - ROCKHILL PARKWAY, FRISCO, TX

PROJECT DESCRIPTION: BNSF TO PROVIDE 90 DAYS OF RAILROAD FLAGGING SERVICES DURING THE CONSTRUCTION OF NEW GRADE SEPARATION AT ROCKHILL PARKWAY

BILLABLE PARTY: 100% BILLABLE TO CITY OF FRISCO

REQUESTED BY: I. CARBO*******EST BY: M. WHITE

DESCRIPTION	QUANTITY U/M	COST	TOTAL $
**********			
LABOR			
**********			
FLAGGING - OTHER R.O.W.- CAP	900.0 MH	22,048	
PAYROLL ASSOCIATED COSTS		13,341	
DA OVERHEADS		21,243	
EQUIPMENT EXPENSES		7,291	
INSURANCE EXPENSES		3,470	
TOTAL LABOR COST		67,393	67,393
**********			
MATERIAL			
**********			
TOTAL MATERIAL COST		0	0
**********			
OTHER			
**********			
TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			67,393
CONTINGENCIES			6,739
BILL PREPARATION FEE			742
GROSS PROJECT COST			74,874
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			74,874

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

January 12, 2013

Paul Knippel, P.E.
Director of Engineering Services
Engineering Services Department
City of Frisco
6101 Frisco Square Boulevard
Frisco, TX 75034

Re: Final Approval of Plans and Specifications marked as "Exhibit A" – sealed January 03, 2013 and attached to the OVERPASS AGREEMENT (hereinafter called, the "Plans and Specifications") for Rockhill Parkway

Dear Paul Knippel:

This letter serves as BNSF RAILWAY COMPANY'S ("BNSF") final written approval of the Plans and Specifications covering the construction of the Rockhill Parkway overpass (DOT No. 675281B) at BNSF Railway milepost 681.802. This final written approval is given to the City of Frisco, Texas ("Agency") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and the City of Frisco, Texas, effectively dated February 12, 2013. If the Plans and Specifications are revised by the City subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and the City 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.

AGENDA ITEM #18.

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: **February 25, 2013**

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 a northeast practice field complex located near the corner of Eldorado Parkway and Independence Parkway.**

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 a northeast practice field complex located near the corner of Eldorado Parkway and Independence Parkway in the amount of $42,380, lump sum fee.

Background Information: Practice fields at Bacchus Community Park used by soccer, football and cricket will be moved. The reason for this is that a new phase for a baseball/softball sports complex will replace the existing practice field area. Construction for the new sports complex will begin sometime in the last quarter of 2013 time frame. The existing practice fields can be used until construction begins for the new sports complex.

The goal is to begin construction on the new practice fields as soon as possible so the fields will be ready to use by the 2014 spring practice season.

The City property near Eldorado Parkway and Independence Parkway would be a viable alternative for a more permanent practice location. The planning of this facility will include re-platting, surveying, preliminary site layout plan, final construction

documents, project and construction administration and ADA regulations and requirements.

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 Park Dedication Funds.

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

Supporting Documents:

- Agreement
- Insurance
- Resolution
- Site Map

Staff Recommendation: Approve Agreement for professional design services to include final construction layout and grading plans in the amount of $42,380.

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 A NORTHEAST PRACTICE FIELD COMPLEX LOCATED NEAR THE CORNER OF ELDORADO PARKWAY AND INDEPENDENCE PARKWAY.

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 a northeast practice field complex located near the corner of Eldorado Parkway and Independence Parkway, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

STUDIO 13 DESIGN GROUP, PLLC. (CONSULTANT)

FOR

PROFESSIONAL DESIGN SERVICES

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

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 professional design services for a Northeast practice field complex located at the corner of Eldorado Parkway and Independence Parkway.**

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 a plat to designate the practice field complex area, prepare construction documents to include preliminary site layout plan, final layout

plan, erosion control plan, SWPP plans, MEP plan, drainage area map, grading and drainage plan, lighting, construction details, landscape and irrigation 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 Forty Two Thousand Three Hundred Eighty Dollars and no/100 ($42,380.00), ("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 Two Thousand One Hundred Dollars and 00/100 ($2,119.00). 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, in the amount of Two Thousand, One Hundred Nineteen Dollars and 00/100 ($2,119.00), 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 2013-2014 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 2013-2014 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 22 DAY OF February, 2013.

ERICA CANSINO
Notary Public, State of Texas
My Commission Expires
October 20, 2014

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 10/20/14

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 _____, 2013.

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 preparation of professional design services for a Northeast practice field complex located at the corner of Eldorado Parkway and Independence Parkway, hereinafter referred to as the ("Project").

I. PROJECT DESCRIPTION. - The City desires to engage the services of the Consultant to design and/or perform professional preparation of a plat to designate the practice field complex area, prepare construction documents to include preliminary site layout plan, final layout plan, erosion control plan, SWPP plans, MEP plan, drainage area map, grading and drainage plan, lighting, construction details, landscape, irrigation plans and to be a portion of Lot 2, Block A as shown on the conveyance plat dated June 2, 2009.

II. TASK SUMMARY, BASIC SERVICES.

Task One, Re-Plat – Consultant will prepare a re-plat for the project utilizing a combination of the AutoCAD files from the existing conveyance plat dated June 2, 2009, GIS information provided by the City of Frisco, and site survey data collected on site.

Task Two, Preliminary Site Layout Plan – Based on the as built AutoCAD files provided by the City of Frisco and the site survey data collected, we will prepare a preliminary site layout plan and preliminary grading and drainage plan for review and comment by the City of Frisco Parks and Recreation Department.

Task Three, Final Construction Documents – Based on the approved preliminary site layout plan, we will prepare final construction documents for the practice field complex including final layout plan, site plan, erosion control plan, SWPP plans, MEP plan, drainage area map, grading and drainage plan, construction details, landscape and irrigation plans.

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

Task Five, 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.

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 an on the ground survey 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 and ADA Compliance.

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 3 (with Deliverable 2), Task 4-5 (with Deliverable 3), Consultant shall ensure the delivery of the following products to the City:

1. Deliverable #1 – We will deliver the re-plat and a preliminary site layout plan that will show the areas designated for improvement. These documents will show horizontal alignment of the proposed practice facilities.

2. Deliverable #2 –We will deliver a set of construction documents for the city's review at approximately 50% and 100% completion. We will address any comments from the City of Frisco Parks and Recreation Department as we move forward with the construction documents. After all comments are received from the 50% set, we will prepare the final site plan and submit it to Development Services for review and comment. After all comments have been made from the 100% set, and the site plan has been approved, we will submit the construction documents to the City of Frisco Development Services for review and comment.

3. Deliverable #3 –We will deliver all project administration and pre-bid meeting scope of services as outlined in tasks four and five.

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT LABOR ALLOCATION

Task	Subtask	Labor Hours
TASK 1	Re-Plat	14.22% 60.0 hrs
TASK 2	Preliminary Site Layout Plan	3.96% 15.0 hrs
TASK 3	Final Construction Documents	74.42% 240 hrs
TASK 4	Project Administration	5.57% 18 hrs
TASK 5	Pre-Bid Meeting	1.83% 6 hrs
GRAND TOTAL		100% 339 hrs

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

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
1 month	$ 5,500.00	Replat and Preliminary Site Layout Plan.
2 month	$ 22,500.00	Final Construction Documents
3 month	$ 14,380.00	Pre-Bid, Construction Documents Finalized, TDL and Record Documents Complete, Project Administration Complete, Construction Administration started.
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	**$ 42,380.00**	

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services.

A. **Re-Plat** $ 4,300.00

B. **Preliminary Site Layout Plan** $ 1,200.00

C. **Final Construction Documents** $ 22,500.00

D. **Project Administration** $ 1,685.00

E. **Pre-Bid Meeting** $ 550.00

F. **Construction Administration** $ 2,200.00

Total Basic Services (Not-To-Exceed) ***$ 32,435.00***

B. Special Services.

1. Site Surveying $ 5,740.00

Total Special Services (Not-To-Exceed) **$ 5,740.00**

C. Direct Expenses.

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

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

a. **Mileage Reimbursement**. $ 0,000.00

b. **Commercial Reproduction**. $ 500.00

c. **In-House Reproduction**. $ 395.00

d. **Commercial Plotting**. $ 1,025.00

e. **In-House Plotting**. $ 885.00

f. **ADA Reimbursement**. $1,400.00

g. **Communications**. $ 0,000.00

h. **Postage, Mail, and Delivery Service**. $ 0,000.00

b. *Total Direct Expenses (Not-To-Exceed)* ***$ 4,205.00***

B. **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*

C. **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* *$ 00,000.00* *(Not-To-Exceed)*

F. ***Project Budget, Grand Total (Not-To-Exceed)*** **$ 42,380.00**

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 _____ §

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: _____.

_____ 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 25th day of February, 2013.

_____
Signature of Official / Title

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 25th day of February, 2013.

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 09, 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.

Adopted 09/13/2006

2/20/2013

EXHIBIT "G"
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.

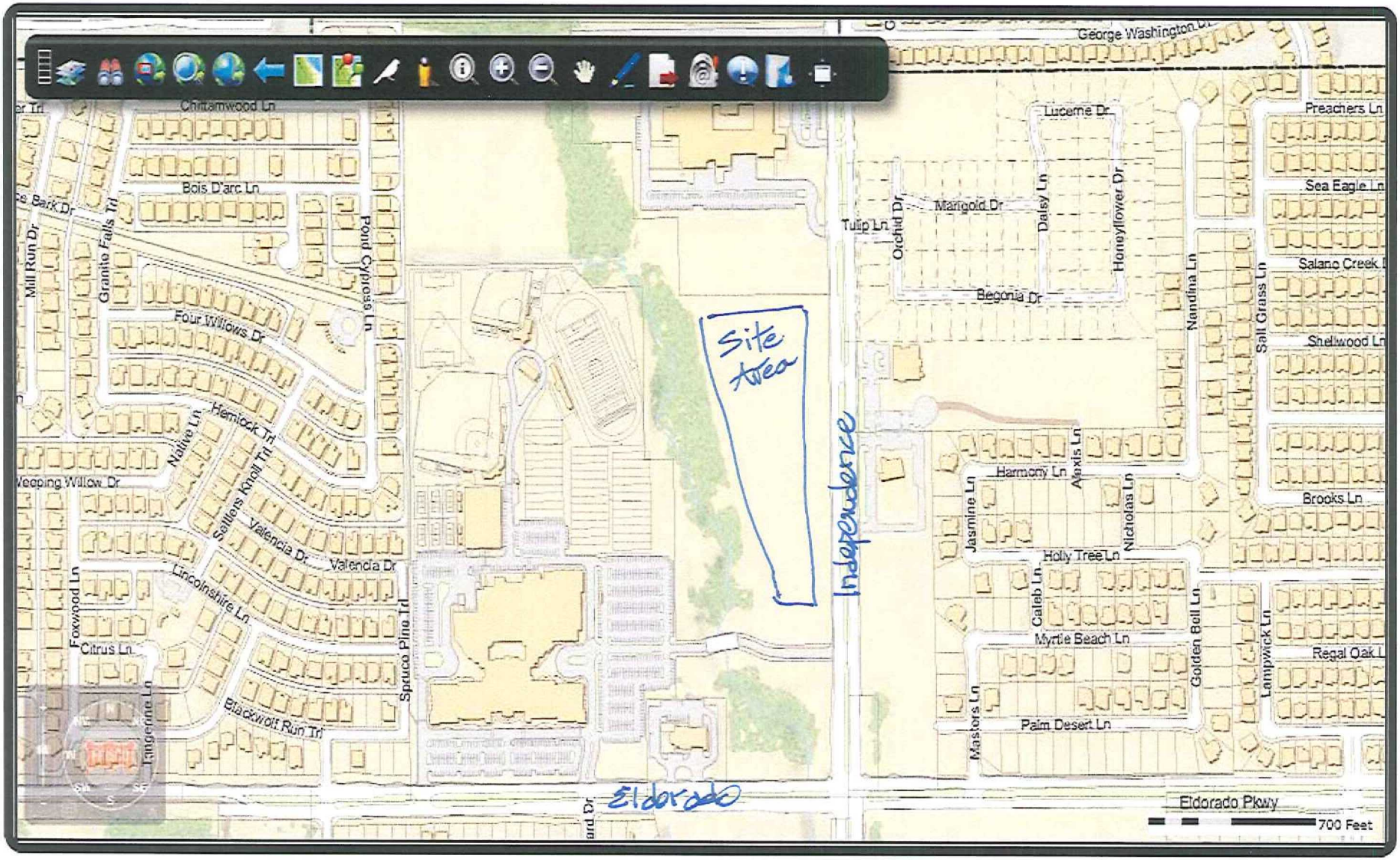
6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

2/25/2013
Date

Amended 01/13/2006



AGENDA ITEM #18.

Packet Page -242-

AGENDA ITEM #19.

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: **February 25, 2013**

Subject: **Consider and Act Upon Award of Bid #1302-032, Hurco Vac 250 36HP Diesel, Spin Doctor SD800 Boom and Spin Doctor Extended Reach Generation 3, to Jim Cox Sales, Inc.**

Action Requested: Council award of bid #1302-032, Hurco Vac 250 36HP Diesel, Spin Doctor SD800 Boom to Jim Cox Sales, Inc., in the amount of $53,928.

Background Information: Purchasing solicited bid #1302-032, Hurco Vac 250 36HP Diesel, Spin Doctor SD800 Boom and Spin Doctor Extended Reach Generation 3. Bids were received on 2/19/2013 from Jim Cox Sales, Inc. and Machine Technologies, LLC. Staff is recommending award to Jim Cox Sales, Inc. as the lowest responsible bidder meeting specifications. Public Works Water Division staff will use this trailer mounted machine with accessories to vacuum out valve and hydrant boxes and mechanically exercise valves that become stiff or frozen in position.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available in the Public Works Department, Water Division operating budget.

Legal Review: N/A

Supporting Documents: Department memo, original bid and bid tabulation.

PUBLIC WORKS DEPARTMENT

CITY OF FRISCO

11300 RESEARCH ROAD
FRISCO, TEXAS 75034
TEL 972.292.5800 · FAX 972.335.5524
WWW.FRISCOTEXAS.GOV

Memorandum

To; **Tom Johnston, Director of Administrative Services**
Jean Stellatella, Buyer

From: **Erik Jeffrey, Water Division Supervisor**

CC: **Gary Hartwell, Public Works Director**
Kevin Grant, Operation Manager

Date: **February 20, 2013**

Re: **Hurco Vac Equipment / HURCO VAC 250 36HP DIESEL, Bid #1302-032**

The Water Division has capital funds available for the purchase of a HURCO VAC 36HP Diesel, Spin Doctor SD800 Boom (Chrome Moly) with Standard 800 Head and Spin Doctor Extended Reach Option. This Vac & Valve Exerciser unit will be used for daily Valve & Hydrant maintenance throughout the city.

The City went out to Public Bid (#1302-032) and received two submittals. Machine Technologies bid is $59,320 and Jim Cox Sales, Inc.'s bid is $53,928.

The bid from Jim Cox Sales, Inc. meets specification and is the low bid. Staff recommends the purchase of the HURCO VAC unit from Jim Cox Sales, Inc.

Erik Jeffrey
Water Division Supervisor

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1302-032

HURCO VAC 250 36HP DIESEL
SPIN DOCTOR SD800 BOOM
SPIN DOCTOR EXTENDED REACH GENERATION 3

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

2/19/2013 @2PM CENTRAL STANDARD TIME

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND TWO HARD 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
2/12/2013 @4:00 PM CST
Send to
Purchasing @friscotexas.gov

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 1302-032
HURCO VAC 250 36HP DIESEL
SPIN DOCTOR SD800 BOOM
SPIN DOCTOR EXTENDED REACH GENERATION 3

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS TWO HARD COPIES TO FACILITATE EVALUATION. IF TWO HARD 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 one (1) Hurco Vac 250 36HP Diesel, one (1) Spin Doctor SD800 Boom, & one (1) Spin Doctor Extended Reach Generation 3.

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 FEBRUARY 19, 2013 prior to 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THE DATE AND TIME. ALL BIDS RECEIVED AFTER THE DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

The Question Deadline is February 12, 2013 at 4:00 PM CST. Send all questions to: purchasing@friscotexas.gov .

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 19, 2013 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) hard 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 DEPARTMENT. 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 DEPARTMENT, 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 DEPARTMENT. 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 the successful bidder 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."

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.

NOTICE TO BIDDER/SPECIAL CONDITIONS

Vendor shall supply one parts publication and one maintenance/repair publication (CD-ROM preferred) with delivery of this equipment.

Please complete the following:

The City wishes to be placed on the manufacturer's mailing lists to receive all special bulletins and supplements pertaining to services, repairs, problems, et cetera. Please provide information on the steps needed to accomplish this:

_____

_____

_____

State location nearest to the City of Frisco where warranty work will be performed:

_____

_____

_____

This quote was prepared by:

Signature:

_____

Printed Name:

_____

Title:

_____

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:

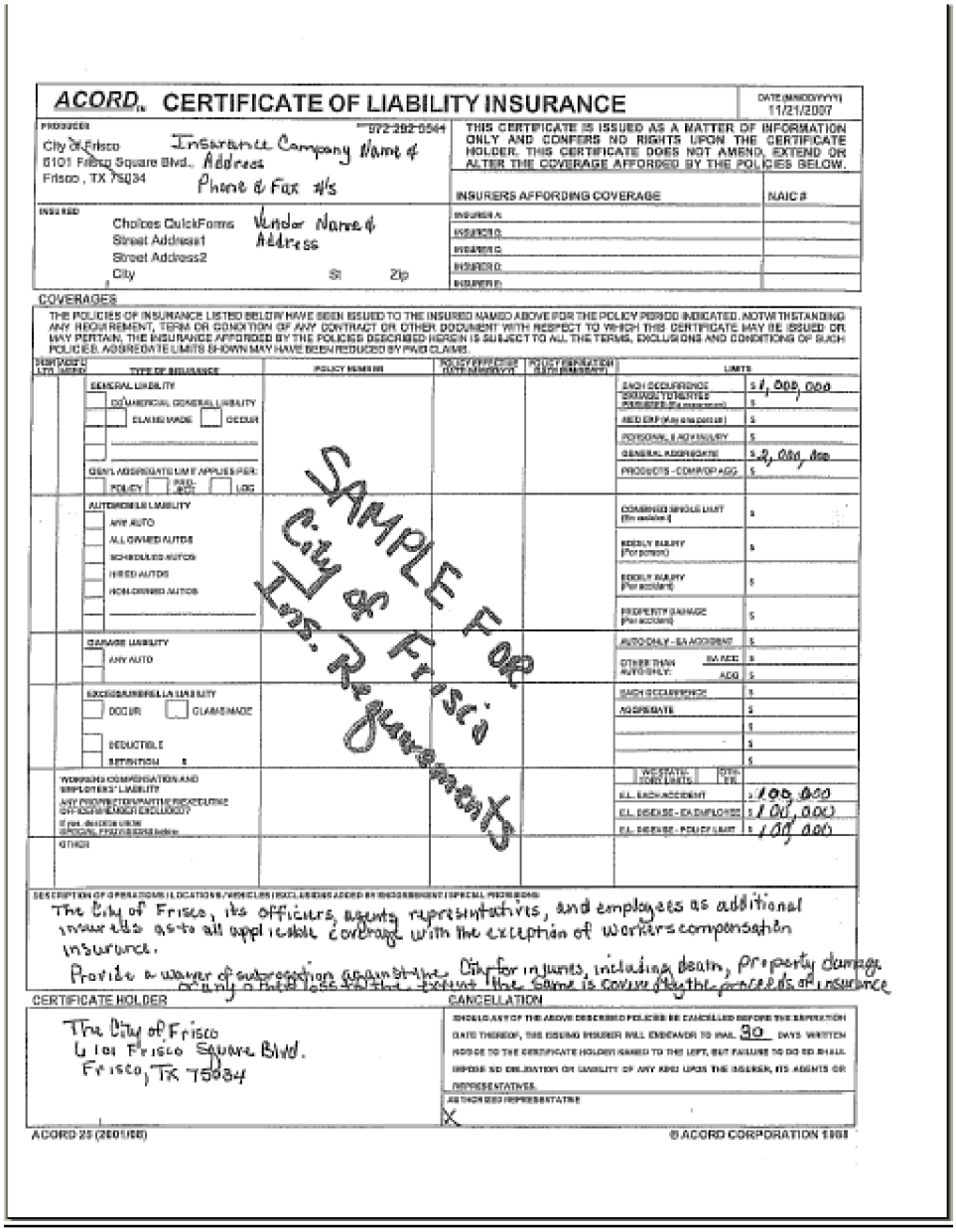
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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 — Insurance Company Name #
6101 Frisco Square Blvd. — Address
Frisco, TX 75034 — Phone & Fax #'s
**** 972-292-5544

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 — Vendor Name #
Street Address1 — Address
Street Address2
City — St — Zip

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?				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

ACORD 25 (2001/08) — © ACORD CORPORATION 1988

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 _____, 2013.

_____

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 ON A CD OR FLASHDRIVE AND TWO (2) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

CITY OF FRISCO

BID# 1302-032

HURCO VAC 250 36HP DIESEL, SPIN DOCTOR SD800 BOOM & SPIN DOCTOR EXTENDED REACH GENERATION 3 SPECIFICATIONS

The City of Frisco is accepting Competitive Sealed Bids for one (1) Hurco Vac 250 36HP Diesel, one (1) Spin Doctor SD 800 Boom, & one (1) Spin Doctor Extended Reach Generation 3.

This bid is for Hurco Vac equipment only. No substitute or alternate equipment will be considered.

For a picture of the unit and the specifications for each item please see the pdf file named HURCO VAC 250 36HP DIESEL (Picture & Specs for each item).

Vendor Requirements

Submittal - Original on a CD or Flashdrive and Two (2) Hard Copies

At no additional cost to the city, provide the following with the equipment:

Two (2) Parts List Manuals and two (2) Equipment Service Manuals in Book Form and Digital Form.

A Manual explaining the equipment operation and maintenance requirements.

Three (3) sets of keys.

The manufacturer's warranties.

Award Criteria

This bid will be awarded to the lowest responsible bidder.

Equipment Acceptance

Equipment acceptance, at no cost to the City, is contingent upon the vendor conducting a field demonstration to include the operation & training of how to operate the equipment.

Questions

All questions are required in writing to: purchasing@friscotexas.gov and must be received by no later than 4:00 PM on February 12, 2013.

PROGRESS IN MOTION

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
PURCHASING DEPARTMENT

BID FORM
1302-032
HURCO VAC 250 36HP DIESEL
SPIN DOCTOR SD800 BOOM
SPIN DOCTOR EXTENDED REACH GENERATION 3

Item	Description	Units	Unit Cost	Extended Cost	Delivery (in days)
1	Hurco Vac 250 36HP Diesel	1			
2	Spin Doctor SD800 Boom	1			
3	Spin Doctor Extended Reach Generation 3	1			
4	Shipping Costs to City of Frisco, 11300 Research Road, Frisco, TX 75033	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 Competitive Sealed 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_____

CITY OF FRISCO BID TABULATION
OPENED 2/19/2013 @2PM CST
BID NO. 1302-032
HURCO VAC 250 36HP DIESEL, SPIN DOCTOR SD800 BOOM, & SPIN DOCTOR EXTENDED REACH GENERATION 3

	Jim Cox Sales, Inc. 632 CR 4341 Haslet, Texas 76052 Phone: 817.636.2092 Fax: 817.636.2382 james@jimcoxsales.com	Machine Technologies, LLC 620 Swensom Road Haslet, Texas 76052 Phone: 817.636.5637 Fax: 817.636.5657 scott@machine-technologies.com		

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	1	Hurco Vac 250 36HP Diesel	$42,878.00	$42,878.00	$47,165.80	$47,165.80				
2	1	1	Spin Doctor SD800 Boom	$9,250.00	$9,250.00	$10,175.00	$10,175.00				
3	1	1	Spin Doctor Extended Reach Generation 3	$1,800.00	$1,800.00	$1,980.00	$1,980.00				
			TOTAL GROSS PRICE		$53,928.00		$59,320.80				
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY	60 Days		60 Days					

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET 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 LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

AGENDA ITEM #20.

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: **February 26, 2013**

Subject: **Consider and Act Upon Ratification of Emergency Purchase Orders with DXP Enterprises, Inc. for the Repair of Five (5) Pumps in the Frisco Water System**

Action Requested: City Council ratification of an emergency purchase order with Xylem Water Solutions USA, Inc. for the repair of five (5) pumps in the Frisco Water System, in the total amount of $47,316.

Background Information: Staff recommended this emergency purchase in an effort to protect the health and safety of the Citizens of Frisco as allowed by section 252.022 a (2) of the Texas Local Government Code. The Public Works Water Division experienced two water pump failures on Pump-11 at Frisco-1 North and Pump 16 at Frisco-1 South. In addition to these two pump failures, based on historical data, staff recommended replacing pump columns for pumps 12, 13 and 14 at Frisco-1 South Water Pump Station. All parts for these pumps have a 4 week lead time and staff is concerned that we are quickly approaching our peak water use season. These repairs need to be made prior to that peak season. No one purchase exceeds the threshold requiring Council approval, but the combined amount does.

Board/ Citizen Input: N/A

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

Financial Considerations: There are available funds in the Public Works Department fiscal year 2013 operating budget.

Legal Review: N/A

Supporting Documents: Department memo and quotes.

PUBLIC WORKS DEPARTMENT

CITY OF FRISCO

11300 RESEARCH ROAD
FRISCO, TEXAS 75034
TEL 972.292.5800 · FAX 972.335.5524
WWW.FRISCOTEXAS.GOV

Memorandum

To: **Tom Johnston, Director of Administrative Services**
Gary Hartwell, Director of public Works
Kevin Grant, Operations Manager

From: **Lance Jones, Faculties Superintendent**

Date: **February 15, 2013**

Subject: **Emergency Purchase Order Request**

The Water Division is requesting three emergency purchase orders to DXP Enterprises, Inc. for repairs to five pumps.

Purchase order in the amount of $4,703 for the repair of Pump-11 at Frisco-1 North. The collets have failed and need to be replaced before they cause a complete pump failure during peak demand.

Purchase in the amount of $20,692 for repairs to pump 16 at Frisco 1 South. The failure occurred at a wielded flange in the column pipe and it came apart inside the pump can. This is the second failure of this type in the same pump station.

Purchase in the amount of $21,921 for replacement column pipes of pumps 12, 13 and 14 at Frisoc-1 South Water Pump Station. In the two previous failures of pump 15 and 16 the column pipe failed at a wielded flange and heavily damaged the pumps. We need to replace the existing column pipe on the remaining pumps before they fail and cause a major shut down during the summer. This cost is significantly less that the repair of the pumps after they fail.

These repairs will take 4 weeks once the notice to proceed is given plus about a week for each installation. Water Demand will increase once the temperatures start to warm up. Pump failures could affect public health and fire protection.

This pump station feeds the Upper Pressure Plane and Middle Pressure Plane which has the most demand out of the three pressure planes.

DXP
THE INDUSTRIAL DISTRIBUTION EXPERTS

1515 Avenue S
Grand Prairie, TX 75050
Phone: 972.602.2043
Fax: 866.916.1905

DATE: 1-28-2013
Quote No. 5075117
TO: City of Frisco
ATTENTION: Lance Jones
SUBJECT: Floway 16 DKL Rebuild.
Pump 11
Furnish the Following to Rebuld.
Machine New Bowl Bushings.
Machine New Bowl Rings.
Replace S.S. Sleeves on Line Shafts.
Check RunOut on all Shafting.
Replace Bearing Spiders.
Sand Blast and Coat Series 20 Port a Pox.
All Labor.
Total cost.....4703.00

Delivery: **3 to 4 Weeks ARO.**

PLEASE NOTE PRICING IS GOOD FOR 30 DAYS. TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS

If you have any questions or need additional information, please let us know.

Sincerely,

Gary Brooks
Service Manager
DXP Enterprise Inc.
972.602.2043 P
214.914.6164 C
866.916.1905 F
gbrooks@dxpe.com

INNOVATIVE PUMPING SOLUTIONS

DXP
THE INDUSTRIAL DISTRIBUTION EXPERTS

1515 Avenue S
Grand Prairie, TX 75050
Phone: 972.602.2043
Fax: 866.916.1905

DATE: 1-22-2013
Quote No. 5075131
TO: City of Frisco
ATTENTION: Lance Jones
SUBJECT: Simflo 3 Stage Rebuild.

Pump 16

Furnish the following to rebuild.
New suction Bell.
New 1-15/16" Shafting Through out.
New Lock Collets.
New 14" Drop in Bearing Spiders.
New 1-15/16" S.S. Sleeves.
New 1-15/16" S.S. Couplings.
New 304 S.S. Basket Strainer.
Complete Machining of Impellers, Bowl Rings and Bowl Bushings.
Rebuild Stuffing Box.
Replace all Hardware in Bowl and column with 316 S.S.
Sand Blast and coat with Tenemec Series 20 Port-a-Pox.
All Labor.
Total Cost.....13,874.00

Delivery: App. 4 Weeks, ARO

PLEASE NOTE PRICING IS GOOD FOR 30 DAYS. TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS

If you have any questions or need additional information, please let us know.

Sincerely,

Gary Brooks
Service Manager
DXP Enterprise Inc.
972.602.2043 P
214.914.6164 C
866.916.1905 F
gbrooks@dxpe.com

INNOVATIVE PUMPING SOLUTIONS

DXP
THE INDUSTRIAL DISTRIBUTION EXPERTS

1515 Avenue S
Grand Prairie, TX 75050
Phone: 972.602.2043
Fax: 866.916.1905

DATE: 1-22-2013
Quote No. 5075131-2
TO: City of Frisco
ATTENTION: Lance Jones
SUBJECT: 14" Column Replacement.
250# Flange, 150# B.C.
2-14"x 40" Section.
2-14"x 120" Section.
Sand Blast and Coat with Tenemec Series 20 Porta-Pox Inside and Out.
Total Cost.....6818.00

Pump 16

Delivery: **App. 4 Weeks ARO**

PLEASE NOTE PRICING IS GOOD FOR 30 DAYS, TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS

If you have any questions or need additional information, please let us know.

Sincerely,

Gary Brooks
Service Manager
DXP Enterprise Inc.
972.602.2043 P
214.914.6164 C
866.916.1905 F
gbrooks@dxpe.com

INNOVATIVE PUMPING SOLUTIONS

DXP
THE INDUSTRIAL DISTRIBUTION EXPERTS

1515 Avenue S
Grand Prairie, TX 75050
Phone: 972.602.2043
Fax: 866.916.1905

DATE: 2-28-2013
Quote No. 1074567-2
TO: City of Frisco
ATTENTION: Lance Jones
SUBJECT: 316 S.S. Hardware for column
489.00 per set.
Total Cost....1467.00

Pump 12, 13, 14

Delivery: **In Stock**

PLEASE NOTE PRICING IS GOOD FOR 30 DAYS. TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS

If you have any questions or need additional information, please let us know.

Sincerely,

Gary Brooks
Service Manager
DXP Enterprise Inc.
972.602.2043 P
214.914.6164 C
866.916.1905 F
gbrooks@dxpe.com

DXP
THE INDUSTRIAL DISTRIBUTION EXPERTS

1515 Avenue S
Grand Prairie, TX 75050
Phone: 972.602.2043
Fax: 866.916.1905

DATE: 2-28-2013
Quote No. 5075131-3
TO: City of Frisco
ATTENTION: Lance Jones
SUBJECT: 14" Column Replacement.
250# Flange, 150# B.C.
6-14" X 40" Section.
6-14 X 120" Section.
Sand Blast and coat I/O with Tenemec Series 20 Porta-Pox
Total Cost.....,20,454.00

Pump 12, 13 & 14

Delivery: App. 4 Weeks ARO

PLEASE NOTE PRICING IS GOOD FOR 30 DAYS. TERMS ARE NET 30 DAYS FOR ESTABLISHED ACCOUNTS

If you have any questions or need additional information, please let us know.

Sincerely,

Gary Brooks
Service Manager
DXP Enterprise Inc.
972.602.2043 P
214.914.6164 C
866.916.1905 F
gbrooks@dxpe.com

INNOVATIVE PUMPING SOLUTIONS

AGENDA ITEM #21.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

From: **Ron Patterson, Assistant City Manager**

Date: **February 25, 2013**

Subject: **Consider and act upon approval of a Amendment #1 to that certain Impact Fee Agreement by and between Yeager of Frisco, LLC (formerly Yeager Properties) and the City of Frisco dated April 4, 2012 and authorize the City Manager to execute the amendment.**

Action Requested:

City Council consideration and approval of Amendment #1 to an impact fee agreement.

Background Information:

The original impact fee agreement, that was approved by City Council and executed on April 4, 2012, provides a reduction of thoroughfare impact fees in recognition of the dedication of right-of-way for the development of two roadways. The development is for a two-story office building containing a minimum of thirty-five thousand square feet (35,000 sf) with a minimum façade substantially conforming to that reflected in an approved Façade Plan contained in the agreement. The building will be located "off corner" at the northwest corner of Main and Teel.

The developer has had some delays in the project and requested this amendment. The proposed Amendment #1 would not change any of the above criteria to qualify for the impact fee reduction but will only change the following –

1. Extend the property purchase date from September 1, 2012 to April 5, 2013; and

2. Extend the Certificate of Occupancy date from April 2, 2012 to November 5, 2013; and
3. Change the entity name from Yeager Properties to Yeager of Frisco which is being required by the lender.

Board Review/Citizen Input:

NA

Alternatives:

The City Council may choose not to approve the Amendment.

Financial Considerations:

There will be no out of pocket cost to the City. This will simply be a reduction in fees that would have otherwise been collected.

Legal Review:

The Amendment #1 was drafted by Courtney Kuykendall of the City Attorney's office.

Supporting Documents:

- Impact Fee Agreement Amendment #1
- Copy of original Impact Fee Agreement for reference only.

Staff Recommendation:

Staff recommends approval 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:
City Manager
City of Frisco
6101 Frisco Square Blvd., 5th Floor
Frisco, Texas 75034

FIRST AMENDMENT TO IMPACT FEE AGREEMENT
(Yeager)

THIS **FIRST AMENDMENT TO THE IMPACT FEE AGREEMENT** ("First Amendment") is made and entered into as of the ___ day of _____, 2013, by and among **YEAGER OF FRISCO, LLC**, an Indiana limited liability corporation ("Developer"), and the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality ("City"). Developer and City are individually and collectively referred to herein as "Party" or "Parties".

W I T N E S S E T H:

WHEREAS, Developer and City entered into that certain Impact Fee Agreement, dated April 4, 2012 ("Agreement"); and

WHEREAS, Developer and City desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and City hereby agree as follows:

1. Findings Incorporated. The findings set forth above are made a part of this First Amendment as if set forth herein verbatim.

2. Applicability of Prior Agreement. Except as otherwise stated herein, the terms defined in the Agreement will have the same definition and meaning when utilized in this First Amendment.

3. Amendment to Agreement, Introductory Paragraph. Introductory Paragraph is hereby amended as follows:

"**THIS IMPACT FEE AGREEMENT** (this "Agreement"), dated as of April 4, 2012 (the "date of the Agreement"), is made and entered into by and between the City of Frisco, Texas, a Texas municipal corporation ("Frisco"), and Yeager of Frisco, LLC, an Indiana Limited Liability Company ("Yeager")."

4. Amendment to Agreement, First Recital. First Recital of the Agreement is hereby amended as follows:

> "**WHEREAS**, Yeager will close on that certain tract of land situated in the City of Frisco, Denton County, Texas, containing approximately 2.7976 acres, situated in the Teel Crossing Shopping Center II, Block A, Lot 5R-1, Crain & Warren Survey, Abstract No. 229, as more particularly described and depicted in **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property") on or before April 5, 2013; and
>
> ..."

5. Amendment to Agreement, Paragraph 3, Required Development. Paragraph 3 is hereby amended as follows:

> "3. Required Development. Yeager shall, in compliance with Paragraph 26 below: (A) build and operate a two-story office building containing, at a minimum: (i) thirty-five thousand square feet (35,000sf); and (ii) subject to Paragraph 26 below, a façade substantially conforming, as reasonably determined by Frisco, to that reflected in the Façade Plan (the "Façade Plan"), attached hereto and incorporated herein for all purposes as **Exhibit "C"** (the "Office Building"), to be located on the Property; and (B) obtain a Certificate of Occupancy for the Office Building no later than November 5, 2013."

6. Controlling Agreement. This First Amendment shall be and is hereby incorporated into the Agreement for all intents and purposes, and except as otherwise stated herein, the terms, provisions, and definitions of the Agreement shall apply to this First Amendment. To the extent any provision contained herein conflicts with the Agreement, the provisions contained herein shall supersede such conflicting provisions of the Agreement. All other provisions of the Agreement not in conflict are affirmed and ratified and shall remain in full force and effect. This First Amendment may not be modified without the written consent of the Parties hereto.

7. Counterparts. This First Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment.

8. Representations. Each Party represents and warrants that: (i) all actions or other conditions precedent necessary to bind such Party to the terms of this First Amendment have been taken and have been satisfied and each Party is bound to the full performance of all its obligations set forth in the Agreement as amended by this First Amendment; (ii) each Party has the full right, power, and authority to enter into this First Amendment and perform its obligations under the Agreement as amended by this First Amendment; and (iii) the person or persons executing this First Amendment on behalf of such Parties have the full right, power and authority to bind that Party to the obligations set forth in this First Amendment. Each Party is relying on the representations contained in this paragraph in entering into this First Amendment and each Party acknowledges that each other has so relied and is entitled to so rely.

9. Ratification. The Parties hereby ratify the terms of the Agreement and acknowledge and accept that the Agreement remains in full force and effect as amended hereby. The provisions of the Agreement shall govern except that the provisions of this First Amendment shall prevail where there may be changes, conflicts or inconsistencies with any provision of the Agreement.

10. Authority to Execute. The individuals executing this First Amendment 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 First Amendment 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 First Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this First Amendment 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.

11. Entire Agreement/First Amendment. This First Amendment and the Agreement embody the entire agreement between the Parties regarding the subject matter hereof. There are no oral understandings or agreements between the Parties regarding the subject matter hereof. This First Amendment may only be amended by written agreement executed by all Parties hereto.

12. Venue. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

13. Assignment. This First Amendment may not be assigned except as provided in Paragraph 10(l) of the Agreement.

EXECUTED effective as of the ____ day of _____, 2013.

CITY:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

Date: _____

DEVELOPER:
YEAGER OF FRISCO, LLC,
an Indiana limited liability corporation

By: _____
Scott Yeager, President

Date: _____

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 _____, 2013.

_____
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 Scott Yeager, known to me to be the person and officer whose name is subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative **for YEAGER OF FRISCO, LLC**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

ORIGINAL

After Recording Return to:
City of Frisco
ATTN: City Manager
6101 Frisco Square Boulevard, 5th Floor East
Frisco, Texas 75034

IMPACT FEE AGREEMENT

THIS IMPACT FEE AGREEMENT (this "Agreement"), dated as of April 4, 2012 (the "date of the Agreement"), is made and entered into by and between the City of Frisco, Texas, a Texas municipal corporation ("Frisco"), Yeager Properties, Inc., an Indiana Corporation ("Yeager").

WHEREAS, Yeager will close on that certain tract of land situated in the City of Frisco, Denton County, Texas, containing approximately 2.7976 acres, situated in the Teel Crossing Shopping Center II, Block A, Lot 5R-1, Crain & Warren Survey, Abstract No. 229, as more particularly described and depicted in **Exhibit "A",** attached hereto and incorporated herein for all purposes (the "Property") on or before September 1, 2012; and

WHEREAS, Yeager desires to fulfill its obligation to pay impact fees due 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 (individually and collectively the "Impact Fee Ordinance"); and

WHEREAS, Yeager and Frisco agree that Yeager may fulfill its obligation to pay impact fees as reflected in the Impact Fee Calculation Worksheet, attached hereto and incorporated herein for all purposes as **Exhibit "B"** (the "Worksheet"), in the manner set forth 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 Yeager 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. Yeager represents that it is the sole owner of the Property.

3. Required Development. Yeager shall, in compliance with Paragraph 26 below: (A) build and operate a two-story office building containing, at a minimum: (i) thirty-five thousand square feet (35,000sf); and (ii) subject to Paragraph 26 below, a façade substantially conforming, as reasonably determined by Frisco, to that reflected in the Façade Plan (the "Façade Plan"), attached hereto and incorporated herein for all purposes as **Exhibit "C"** (the "Office Building"), to be located on the Property; and (B) obtain a Certificate of Occupancy for the Office Building no later than April 2, 2013.

4. Required Dedications and Construction. Frisco acknowledges the dedication, by Final Plat, dated December 1, 2003, and Conveyance Plat, dated November 18, 2002, (collectively, the "Plats") of a portion of the Property as fee simple right-of-way for the construction of a portion of Teel Parkway, Main Street and related drainage improvements, which is more particularly depicted on and described in **Exhibit "D"**, attached hereto and incorporated herein for all purposes (collectively, the "Right-of-Way").

5. Assessment of Impact Fees/Payment of Impact Fees. Provided Yeager timely complies with the terms and conditions of this Agreement, including without limitation, the requirements set forth in Paragraphs 3 and 4 above, the Property shall be subject to the thoroughfare, water and wastewater impact fees as calculated and reflected in the attached Worksheet. Unless otherwise provided in Paragraph 6 below, all impact fees described in the Worksheet shall be due and payable at the time set forth in the Impact Fee Ordinance.

6. Default. If Yeager fails to comply with the provisions of this Agreement, 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; and/or

c. to refuse to issue a Certificate of Occupancy for the Office Building; and/or

d. to nullify Paragraph 5 of this Agreement and immediately enforce the Impact Fee Ordinance through imposition of the full thoroughfare impact fees in affect at the time they are due and making such immediately due and payable. Should a breach occur after payment of the impact fee amounts reflected in the attached Worksheet Yeager shall be required to pay an additional amount equal to the difference between any thoroughfare impact fees due under the then current Impact Fee Ordinance and the amount already tendered to Frisco for the Property; and/or

e. to seek specific enforcement of this Agreement.

In the event Frisco fails to comply with the terms and conditions of this Agreement, Yeager may seek specific enforcement of this Agreement as its sole and exclusive remedy.

7. 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 Yeager for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein.

8. Covenant Running with the Land. This Agreement shall be a covenant running with the Property and shall be binding upon Yeager, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County, Texas.

9. Limitations of Agreement. The parties hereto acknowledge that this Agreement is limited to the dedication of land for the Right-of-Way and the reduction of thoroughfare impact fees. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development 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 Yeager to Frisco under any ordinance, whether now existing or in the future arising.

10. 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 Yeager, addressed to it at:

Yeager Properties, Inc.
23 South 8th Street
Noblesville, IN 46060
Telephone: 317.770.7380
Facsimile: 317.776.1867

11. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/YEAGER WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. YEAGER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY AND/OR DESCRIBED IN THIS AGREEMENT TO BE PERFORMED, OR PREVIOUSLY PERFORMED, BY YEAGER, 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 YEAGER 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 YEAGER DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.

(III) YEAGER 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) YEAGER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS OR PREVIOUSLY CONVEYED TO FRISCO PURSUANT TO AND/OR DESCRIBED BY THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY YEAGER FOR SUCH LAND, AND YEAGER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. YEAGER 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 YEAGER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. YEAGER 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) YEAGER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO YEAGER RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

B. YEAGER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

C. YEAGER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUION, 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.

12. 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 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 Yeager project. YEAGER 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.

13. 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 6 and 11 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.

14. 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 Yeager.

15. 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.

16. 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.

17. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. 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.

20. 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.

21. 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.

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 counsel.

23. 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.

24. Assignment/Binding Effect. This Agreement is not assignable.

25. Indemnification. The parties agree that the Indemnity provision set forth in Paragraph 11 herein is conspicuous, and the parties have read and understood the same.

26. Construction. All construction, including but not limited to, the Office Building and its façade described herein shall be subject to and in compliance with all ordinances of Frisco, whether now existing, hereafter amended or in the future arising. Yeager acknowledges and agrees that such ordinances may require, among other things, the façade to exceed that reflected in the attached Façade Plan.

27. 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.

28. 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

29. Reference to Yeager. When referring to "Yeager" herein, this Agreement shall refer to and be binding upon Yeager, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

30. 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 latest date as reflected by the signatures below.

FRISCO:

CITY OF FRISCO, TEXAS

BY: George Purefoy
George Purefoy,
City Manager

Date: 04.04.12

Yeager:

YEAGER PROPERTIES, INC.
an Indiana corporation

BY: Scott Yeager
Scott Yeager,
President

Date: 3/27/12

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 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 4th day of April, 2012.

Notary Public in and for the State of Texas

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

My Commission Expires: 3-22-14

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared **Scott Yeager**, 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 and Member of **Yeager Properties, Inc**, an Indiana corporation, and 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 27th day of March, 2012.

Notary Public in and for the State of Texas

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

My Commission Expires: 3-22-14

EXHIBIT "A"
PROPERTY
(2.7976 acres)
(1 PAGE)

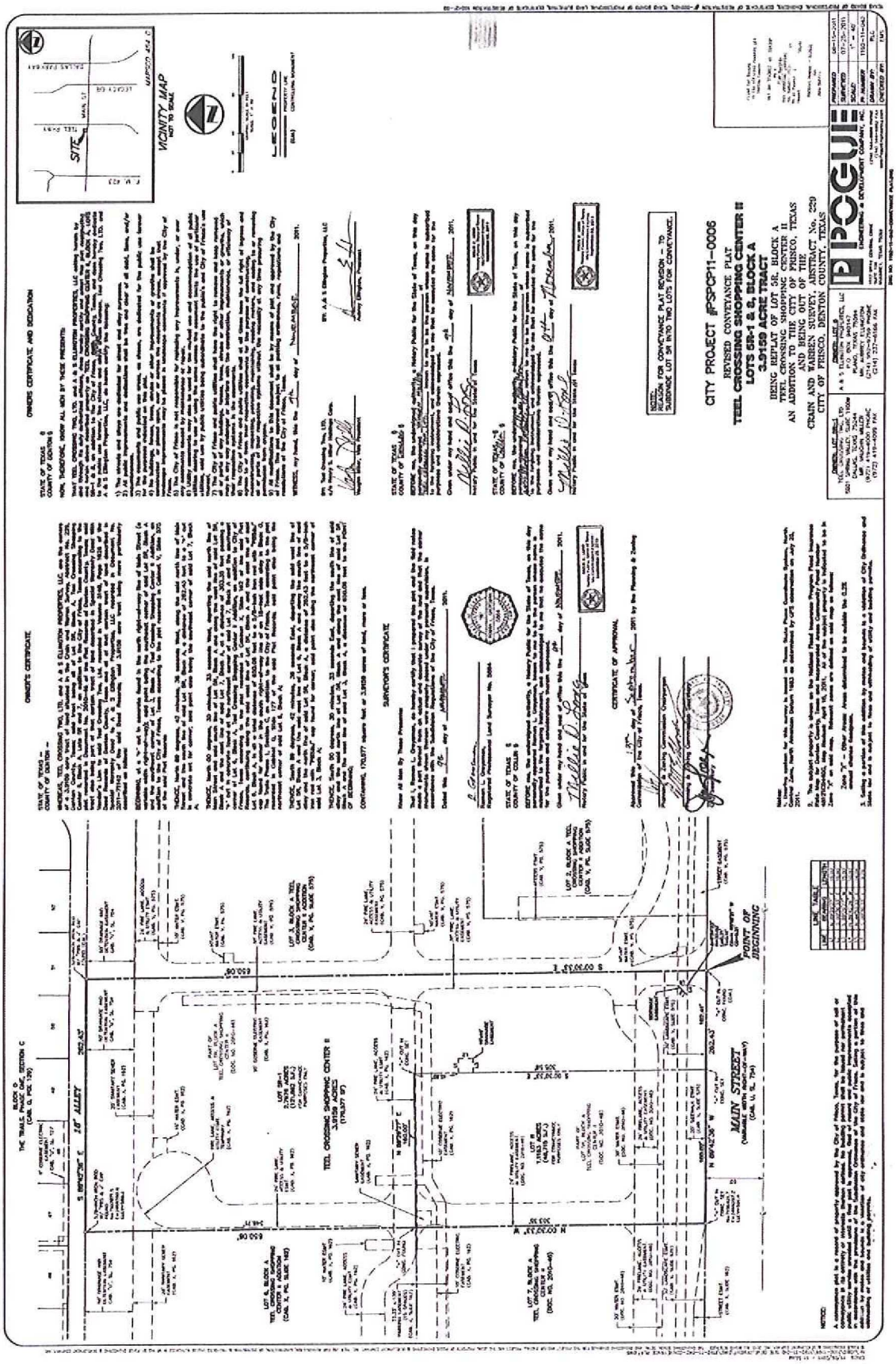


EXHIBIT "B"
Impact Fee Calculation Worksheet - WORKSHEET
(1 PAGE)

Impact Fee Calculation Worksheet
City of Frisco, Texas

Development Name: Teel Crossing Shopping Center II, Block A, Lot 5R-1 (Proposed Office)

Applicant:

Legal Description (Lot, Block): Teel Crossing Shopping Center II, Block A, Lot 5R-1

Case Number: **Date:** 3/20/2012

Worksheet Last Updated: 11/10/2009

Service Area (select from list): A (Northwest)

% of the Maximum Fee to be Assessed: 60%

Note: Day Care Centers are a flat rate of $1,722 per 1,000 ft² of GFA

ROADWAY IMPACT FEE CALCULATION:

Land Uses (select from list):	Development Unit:	# of Units:	Impact Fee Per Development Unit:	Roadway Impact Fee:
General Office Building	Per Acre	2.7976	$15,000.00	$ 41,964.00

TOTAL ROADWAY IMPACT FEE: $ 41,964.00

WATER IMPACT FEE CALCULATION:

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Water Impact Fee:
2" PD	1	$ 15,288.00	$ 15,288.00

TOTAL WATER IMPACT FEE: $ 15,288.00

WASTEWATER IMPACT FEE CALCULATION:

Note: Impact Fee calculated based upon number of domestic water meters - do not include irrigation meters.

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Wastewater Impact Fee:
2" PD	1	$ 12,427.00	$ 12,427.00

TOTAL WASTEWATER IMPACT FEE: $ 12,427.00

TOTAL IMPACT FEE: $ 69,679.00

Note:
Property may be subject to a developer's impact fee agreement.
Escrow may be required for items including, but not limited to, turn lanes, median openings, median planting, and sidewalks.

EXHIBIT "C"
Façade Plan
(1 PAGE)



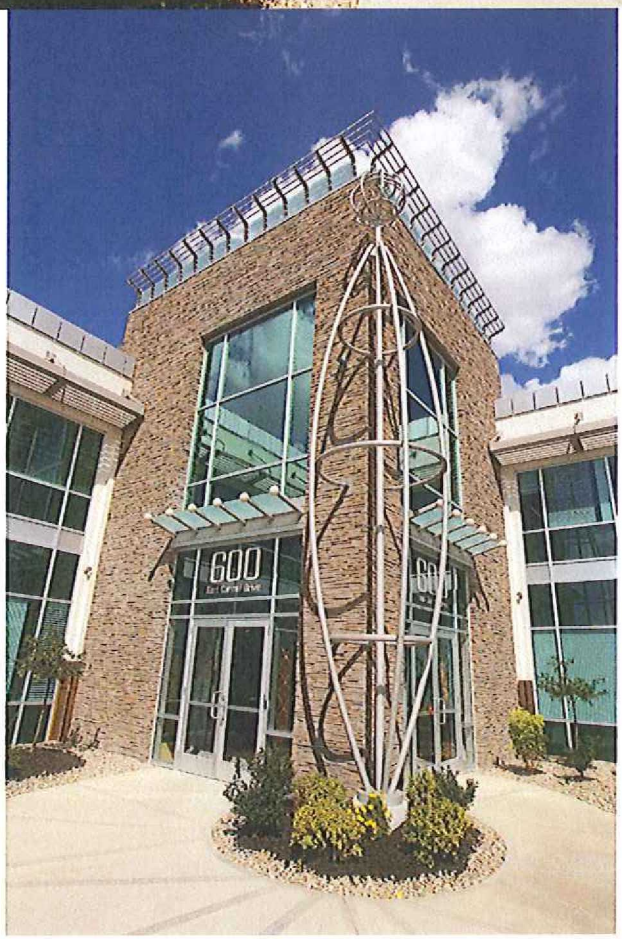
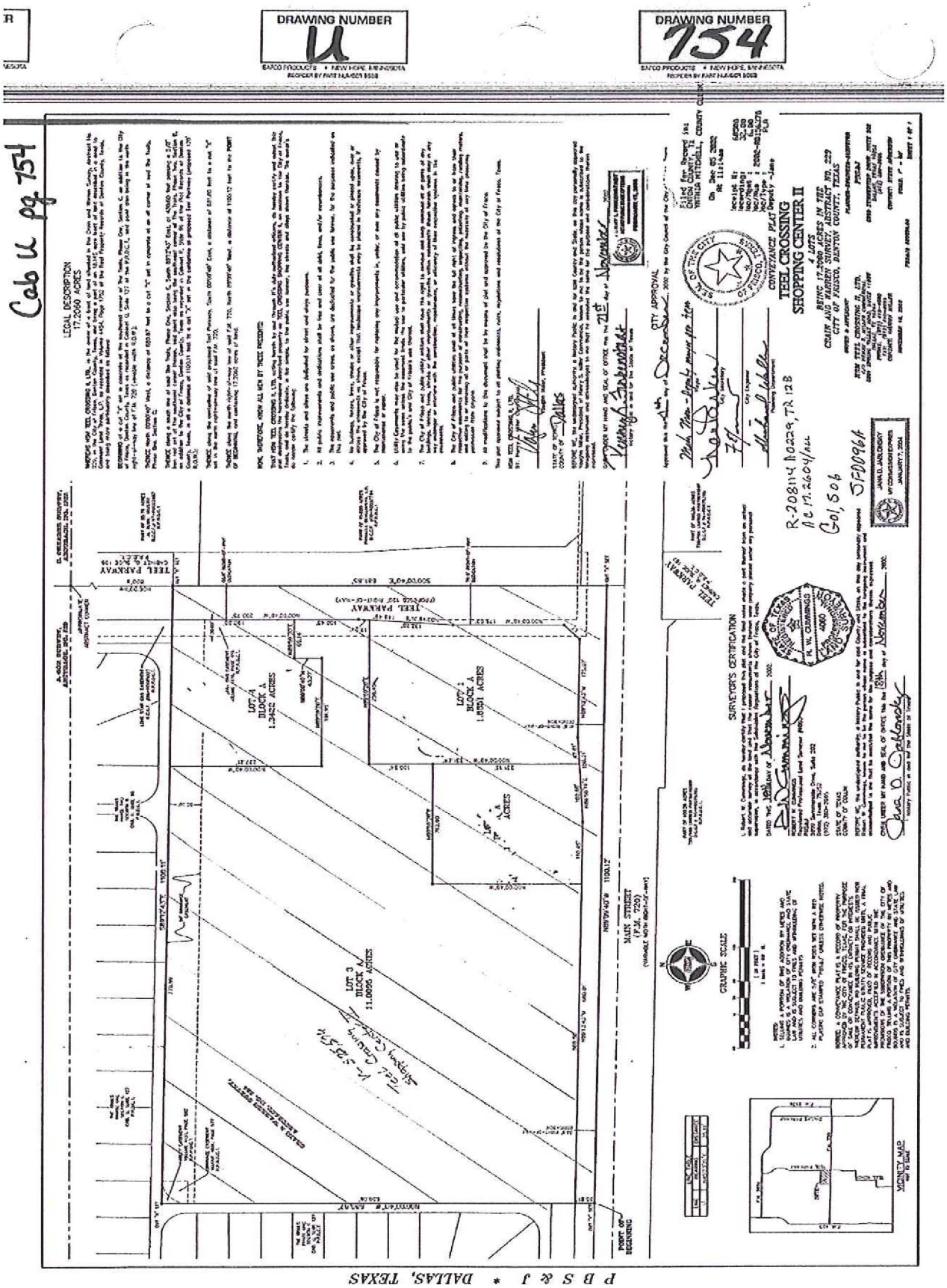
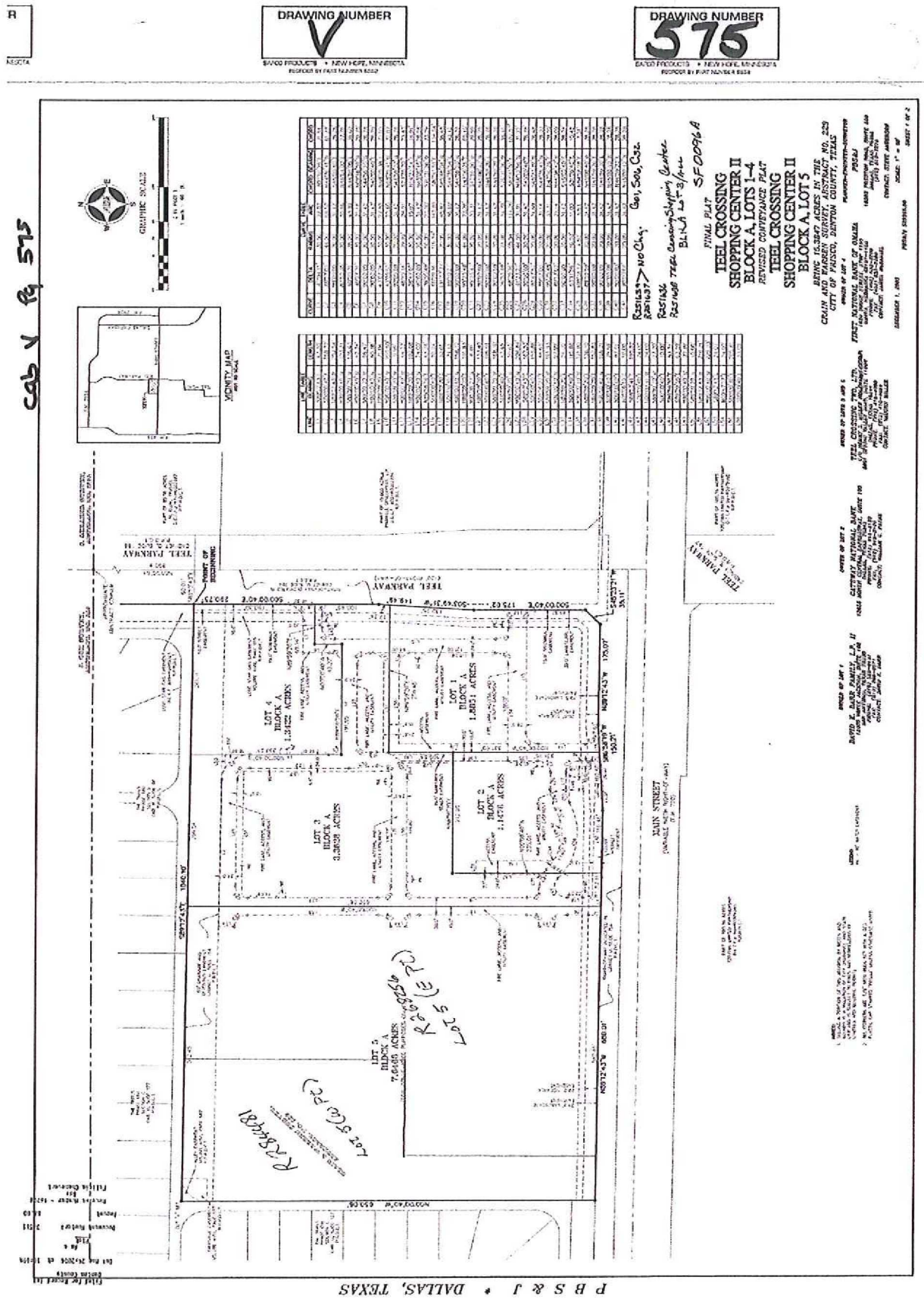
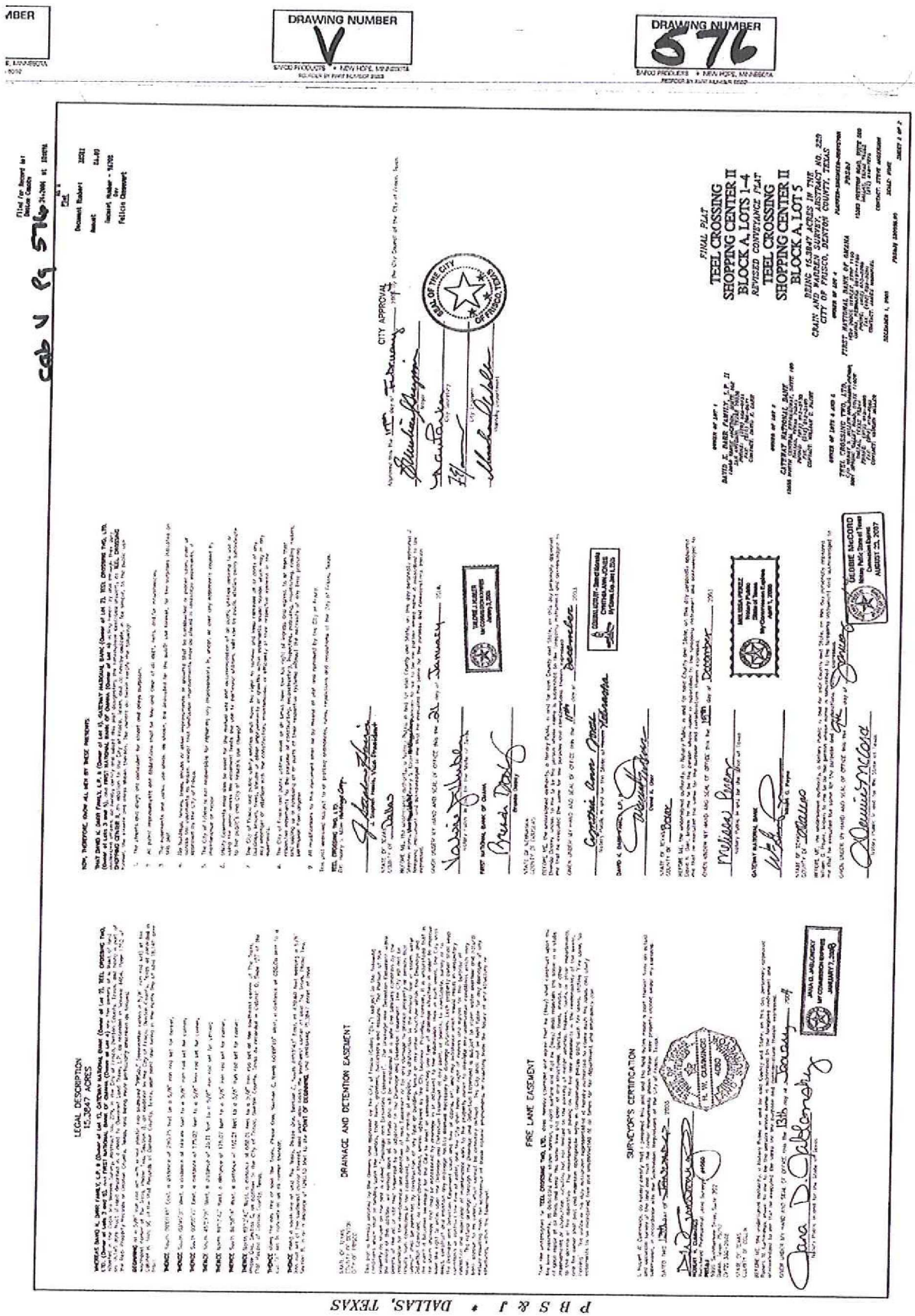

600

EXHIBIT "D"
Final and Conveyance Plats – RIGHT-OF-WAY
(3 PAGES)


DRAWING NUMBER
U
DRAWING NUMBER
754
Cab U pg 754
LEGAL DESCRIPTION
17.2060 ACRES
TEEL CROSSING
SHOPPING CENTER II
BEING 17.2060 ACRES IN THE
CRAIN AND WARREN SURVEY, ABSTRACT NO. 229
CITY OF FRISCO, DENTON COUNTY, TEXAS
CONVEYANCE PLAT
SURVEYOR'S CERTIFICATION
CITY APPROVAL
TEEL PARKWAY
MAIN STREET
(F.M. 720)
LOT 1
BLOCK A
1.8051 ACRES
LOT 2
BLOCK A
1.3452 ACRES
LOT 3
BLOCK A
11.0026 ACRES
GRAPHIC SCALE
VICINITY MAP
POINT OF BEGINNING
R-2008114-0229,TR 128
Ac 17.2604/ALL
Col, Sob
5/10/96
P B S & J * DALLAS, TEXAS


DRAWING NUMBER
V
DRAWING NUMBER
575
Cab V Pg 575
FINAL PLAT
TEEL CROSSING
SHOPPING CENTER II
BLOCK A, LOTS 1-4
REVISED CONVEYANCE PLAT
TEEL CROSSING
SHOPPING CENTER II
BLOCK A, LOT 5
BEING 15.3842 ACRES IN THE
CRAIN AND WARREN SURVEY, ABSTRACT NO. 229
CITY OF FRISCO, DENTON COUNTY, TEXAS
VICINITY MAP
TEEL PARKWAY
POINT OF BEGINNING
MAIN STREET
LOT 1 BLOCK A 1.8851 ACRES
LOT 2 BLOCK A 1.1470 ACRES
LOT 3 BLOCK A 3.3838 ACRES
LOT 4 BLOCK A 1.3122 ACRES
LOT 5 BLOCK A 7.6468 ACRES
Lot 5 Replat
Replat
P B S & J * DALLAS, TEXAS


DRAWING NUMBER
V
DRAWING NUMBER
576
Cab V Pg 576
FINAL PLAT
TEEL CROSSING
SHOPPING CENTER II
BLOCK A, LOTS 1-4
REVISED CONVEYANCE PLAT
TEEL CROSSING
SHOPPING CENTER II
BLOCK A, LOT 5
CITY APPROVAL
LEGAL DESCRIPTION
15.2647 ACRES
DRAINAGE AND DETENTION EASEMENT
FIRE LANE EASEMENT
SURVEYOR'S CERTIFICATION
DALLAS, TEXAS

AGENDA ITEM #22.

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**
Todd Renshaw, Director of Public Safety

From: **Lee Glover, Assistant Fire Chief**

Date: **March 5, 2013**

Subject: **Consider and act upon authorization for the City Manager to execute a Texas Intrastate Fire Mutual Aid System (TIFMAS) Grant Assistance Program Agreement by and between the City of Frisco and the Texas A&M Forest Service for reimbursement of firefighter training tuition costs**

Action Requested: City Council consideration and approval to authorize the City Manager to execute a TIFMAS Grant Assistance Program Agreement by and between the City of Frisco and the Texas A&M Forest Service of Lufkin, Texas, in the amount of $5,950, for reimbursement of firefighter training tuition costs.

Background Information: The TIFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81st Texas Legislature (2009). The TIFMAS Grant Assistance Program provides reimbursement grants to career firefighter departments and combination fire departments that are not eligible for grant assistance under the Rural Fire Department Assistance Program and provides $1 million in grant assistance annually, with $800,000 dedicated to TIFMAS Vehicles, and $200,000 dedicated to other grant categories (including Training Tuition Grants and Emergency Grants to replace Personal Protective Equipment ("PPE") and Self-Contained Breathing Apparatus ("SCBA") destroyed in a catastrophic event).

The Frisco Fire Department was awarded a TIFMAS Vehicle Grant in December 2012 for a Type 3 Engine and City Council authorized the City Manager to execute the Grant Assistance Program Agreement at their January 15, 2013 meeting.

The Texas A&M Forest Service provides tuition reimbursement grants for volunteer and paid firefighters in Texas to attend initial and recurrent training under the TIFMAS Grant Assistance Program. On February 11-15, 2013, the Frisco Fire Department hosted Texas Engineering Extension Service ("TEEX") Fire Instructor II training at the

Central Fire Station. The Department submitted a request for reimbursement of the tuition costs for Department firefighters to attend this training and was notified by the Texas A&M Forest Service of acceptance for a TIFMAS Grant on February 26, 2013. The reimbursement amount authorized under this Grant Assistance Program Agreement is $5,950; the City must execute the Agreement by the Texas A&M Forest Service deadline of March 15, 2013 to be eligible for the reimbursement.

Alternatives: City Council could consider the following alternatives:

- Authorize the City Manager to execute the TIFMAS Grant Assistance Program Agreement;
- Input towards the discussion as desired;
- Deny authorization for the City Manager to execute the TIFMAS Grant Assistance Program Agreement and send back to staff with direction.

Financial Considerations: The training tuition costs for the Fire Instructor II training course were included in the Fiscal Year 2012-2013 Fire Department Operating Budget, Training Division (13534343-69550). Execution of the TIFMAS Grant Assistance Program Agreement would reimburse the City $5,950 for the costs of the firefighter training by the Texas A&M Forest Service.

Legal Review: The TIFMAS Grant Assistance Program Agreement was reviewed and approved by the City Attorney's Office as to form.

Supporting Documents: Supporting Documents include the following items:

- Copy of TIFMAS Grant Assistance Program Agreement.

Staff Recommendation: Staff recommends placement of this item on the March 5, 2013 City Council meeting agenda to consider and authorize the City Manager to execute a TIFMAS Grant Assistance Program Agreement by and between the City of Frisco and the Texas A&M Forest Service of Lufkin, Texas, in the amount of $5,950, for the reimbursement of training tuition costs. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

TEXAS A&M FOREST SERVICE

Amended approved amount - ras

5.4191

February 26, 2013

FRISCO FD
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

Case: 464

Dear Chief:

Your application for grant assistance under the **TIFMAS Grant Assistance Program** has been **APPROVED**. The following items are qualified for cost-share reimbursement:

Item	Our Maximum Cost-share Payment (not to exceed actual cost)
TRAINING TUITION -	
TEEX - FRISCO CENTRAL FD FEB 11 - 15, 2013 FIRE INSTRUCTOR II 14 TRAINEES @ $425.00 EA **revised approved amount within maximum of $6000.00 per program guidelines - ras**	$5,950.00

This grant will expire on Friday, March 15, 2013

Please notify us if no one attends this training.

Congratulations! Please contact us if you need additional information.

A. DeFox

Texas A&M Forest Service

Cost-share assistance for Training Tuition grants will be capped at a maximum of $12,000 per department per fiscal year (September 1 through August 31). Training Tuition grants are capped at a maximum of $85 per trainee per day, a maximum of $595 per trainee per school, and a maximum of $6,000 per school per department.

Texas A&M Forest Service Capacity Building Department
Rural Fire Defense Unit ★ P O Box 310 ★ Lufkin, Texas 75902-0310
TEL 936/639-8100 ★ FAX 936/639-8138
http://texasforestservice.tamu.edu

TIFMAS Grant Assistance Program
Guidelines For Training Tuition Grant Assistance

Responsibilities of the fire department following notice of grant approval:

In order for your department to receive reimbursement under the grant program, the documents listed below are required:

1. A copy of the certificate of completion for each student who attended.
2. A copy of your payment to the school (check(s) / credit card statements) or a receipt/invoice from the school.
3. Please fax to (936) 639-8138

Special Note:

Applications for Training Tuition grants must be received before the course start-date. Applications received on or after the course start-date are not eligible for a Training Tuition grant.

A training grant will expire on the following date:

Training Tuition	– 30 days after the completion date of training course or school
On-Line Training Tuition	– 3 months from the approval date

TIFMAS Grant Assistance Program Training Tuition Grant Guidelines for Firefighter Training

4.2 TRAINING TUITION GRANT GUIDELINES FOR FIREFIGHTER TRAINING

The Texas Forest Service will provide grants for tuition for volunteer and paid firefighters in Texas to attend initial and recurrent training. Tuition grants will be made under the provisions of the TIFMAS Grant Assistance Program.

Tuition grants under this Program are subject to the following standards:

4.21 Eligibility

Only fire departments qualifying for assistance under the TIFMAS Grant Assistance Program are eligible.

4.22 Approved Courses

Courses certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association of Texas, the Texas Fire Chief's Association, and/or the National Wildfire Coordinating Group are eligible. Courses leading to the following firefighter certifications and credentials are eligible:

- *Basic Structural Firefighting*
- *Basic Wildland Firefighting*

- *Intermediate Structural Firefighting*
- *Intermediate Wildland Firefighting*

- *Advanced Structural Firefighting*
- *Advanced Wildland Firefighting*

- *Incident Command System*
- *WUI*
- *Arson Investigation*
- *Driver/Operator*
- *First Responder/Emergency Care Attendant (ECA)*
- *Methods of Teaching*

- *Basic Fire Suppression*
- *Basic Aircraft Rescue Fire Suppression*
- *Basic Marine Fire Suppression*
- *Fire Inspector*
- *Fire Investigator*
- *Hazardous Materials Technician*
- *Driver/Operator-Pumper*

- *Fire Instructor*
- *Fire Officer*
- *Texas Fire Chiefs Academy*

Other courses in addition to those shown above may also be eligible.
Most fire courses offered by the TEEX ESTI are eligible, with some exceptions. Training leading to the EMT or Paramedic credential is not eligible.
All training courses must be taught within the State of Texas.

4.23 Approved Schools

Most fire schools administered or facilitated by the Texas Engineering Extension Service Emergency Services Training Institute (ESTI) are approved, which includes the Fireman's Training School at Texas A&M University and all TEEX Area schools.

Most programs administered by state agencies and state universities are approved, provided they are certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association, the Texas Fire Chiefs Association, or the National Wildfire Coordinating Group.

Most regional schools are approved, provided the curriculum is certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association, the Texas Fire Chiefs Association, and/or the National Wildfire Coordinating Group.

All other training schools and courses not leading to a certification by the State Firemen's and Fire Marshals' Association, Texas Commission on Fire Protection, the Texas Fire Chiefs Association, or qualifications under the National Wildfire Coordinating Group "Wildland and Prescribed Fire Qualification System Guide" will not be approved. If a course is not conducted by a state agency or university, it must be reviewed and approved in advance by the Texas Forest Service.

Registration fees for certain statewide conferences are eligible provided they are approved in advance by the Texas Forest Service.

4.24 Instructors and Training Facilities

All training must be conducted by a lead instructor holding the Texas Basic Instructor credential or the Texas Level II Instructor credential.

All training fields, classrooms, and training facilities should be certified by the Texas Commission on Fire Protection.

4.25 Other Approved Training

The Program will provide reimbursement grants for registration fees for attendance at the following conferences:

- Industrial Fire World Annual Conference
- State Firemen's and Fire Marshals' Association of Texas Annual Conference

- Texas Association of Fire Educators Annual Conference
- Texas Fire Chiefs Association Annual Conference

4.26 Limitations

No funds are approved for reimbursement of transportation, meals, or lodging expense. However, dorm and meal card expenses at the TEEX Summer Municipal Fire School may be eligible for reimbursement, provided the charges are invoiced by TEEX. Federal VFA grant funds may be used to fund this room and meal card component. Applicants must be NIMS Compliant in order to qualify for federal VFA funds.

Training Tuition grants under this program will be provided up to a maximum of $85 per day, not to exceed $595 per trainee per school.

Training tuition grants are limited to a maximum of $6,000 per department per school.

The maximum amount of Training Tuition assistance a department may receive in a fiscal year (September through August) is $12,000.00

Written application for a Training Tuition grant must be received by the Texas Forest Service before the course start-date. An application received on or after the course start-date is not eligible for grant assistance. If an application is faxed, the sender should call to confirm that the application was received by TFS.

4.27 TEEX Fire Schools

Most fire training courses listed in the TEEX Municipal Fire School and Industrial Fire School catalogs, and most fire training courses offered at TEEX facilitated schools, may be eligible for training tuition grants. However, some courses may be disallowed, such as courses that lead to EMT, Paramedic, Law Enforcement Officer Certifications, and other non-fire related courses.

Grant reimbursement payments for tuition will be made directly to the recipient fire department.

Dorm lodging and meal card expenses at the TEEX Summer Municipal Fire School may be eligible for reimbursement, provided the charges are invoiced by TEEX, and provided the FD applicant is NIMS Compliant. Federal VFA grant funds may be used to fund this lodging and meal card component.

4.2 TRAINING TUITION GRANT GUIDELINES FOR FIREFIGHTER TRAINING

The Texas Forest Service will provide grants for tuition for volunteer and paid firefighters in Texas to attend initial and recurrent training. Tuition grants will be made under the provisions of the TIFMAS Grant Assistance Program.

Tuition grants under this Program are subject to the following standards:

4.21 Eligibility

Only firefighters from departments qualifying for assistance under the TIFMAS Grant Assistance Program are eligible.

4.22 Approved Courses

Courses certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association of Texas, the Texas Fire Chief's Association, and/or the National Wildfire Coordinating Group are eligible. Courses leading to the following firefighter certifications and credentials are eligible:

- *Basic Structural Firefighting*
- *Basic Wildland Firefighting*

- *Intermediate Structural Firefighting*
- *Intermediate Wildland Firefighting*

- *Advanced Structural Firefighting*
- *Advanced Wildland Firefighting*

- *Incident Command System*
- *WUI*
- *Arson Investigation*
- *Driver/Operator*
- *First Responder/Emergency Care Attendant (ECA)*
- *Methods of Teaching*

- *Basic Fire Suppression*
- *Basic Aircraft Rescue Fire Suppression*
- *Basic Marine Fire Suppression*
- *Fire Inspector*
- *Fire Investigator*
- *Hazardous Materials Technician*
- *Driver/Operator-Pumper*
- *Fire Instructor*
- *Fire Officer*
- *Texas Fire Chiefs Academy*

Other courses in addition to those shown above may also be eligible.
Most fire courses offered by the TEEX ESTI are eligible, with some exceptions.
Training leading to the EMT or Paramedic credential is not eligible.
All training courses must be taught within the State of Texas.

4.23 Approved Schools

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Most programs administered by state agencies and state universities are approved, provided they are certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association, the Texas Fire Chiefs Association, or the National Wildfire Coordinating Group.

Most regional schools are approved, provided the curriculum is certified by the Texas Commission on Fire Protection, the State Firemen's and Fire Marshals' Association, the Texas Fire Chiefs Association, and/or the National Wildfire Coordinating Group.

All other training schools and courses not leading to a certification by the State Firemen's and Fire Marshals' Association, Texas Commission on Fire Protection, the Texas Fire Chiefs Association, or qualifications under the National Wildfire Coordinating Group "Wildland and Prescribed Fire Qualification System Guide" will not be approved. If a course is not conducted by a state agency or university, it must be reviewed and approved in advance by the Texas Forest Service.

Registration fees for certain statewide conferences are eligible provided they are approved in advance by the Texas Forest Service.

4.24 Instructors and Training Facilities

All training must be conducted by a lead instructor holding the Texas Basic Instructor credential or the Texas Level II Instructor credential.

All training fields, classrooms, and training facilities should be certified by the Texas Commission on Fire Protection.

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- Texas Fire Chiefs Association Annual Conference

4.26 Limitations

No funds are approved for reimbursement of transportation, meals, or lodging expense. However, dorm and meal card expenses at the TEEX Summer Municipal Fire School may be eligible for reimbursement, provided the charges are invoiced by TEEX. Federal VFA grant funds may be used to fund this room and meal card component. Applicants must be NIMS Compliant in order to qualify for federal VFA funds.

Training Tuition grants under this program will be provided up to a maximum of $85 per day, not to exceed $595 per trainee per school.

Training tuition grants are limited to a maximum of $6,000 per department per school.

The maximum amount of Training Tuition assistance a department may receive in a fiscal year (September through August) is $12,000.

Written application for a Training Tuition grant must be received by the Texas Forest Service before the course start-date. An application received on or after the course start-date is not eligible for grant assistance.

4.27 TEEX Fire Schools

Most fire training courses listed in the TEEX Municipal Fire School and Industrial Fire School catalogs, and most fire training courses offered at TEEX facilitated schools, may be eligible for training tuition grants. However, some courses may be disallowed, such as courses that lead to EMT, Paramedic, Law Enforcement Officer Certifications, and other non-fire related courses.

Grant payments for Training Tuition to the TEEX Spring Fire School and the TEEX Summer Municipal Fire School may be made directly to TEEX via electronic training tuition vouchers. Grant payments for tuition at all other schools will be made directly to the recipient fire department.

Dorm lodging and meal card expenses at the TEEX Summer Municipal Fire School may be eligible for reimbursement, provided the charges are invoiced by TEEX, and provided the VFD applicant is NIMS Compliant. Federal VFA grant funds may be used to fund this lodging and meal card component.

AGENDA ITEM #23.

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: February 27, 2013

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 February 26, 2013 meeting. All members were present.

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

February 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, February 26, 2013

Site Plan: Original Donation, Block 7, Lot 5 (SP13-0009)
Owner(s): Glen Poe

Description:
An office on one lot on 0.3± acre on the northwest corner of Elm Street and South County Road. Zoned Original Town Commercial. Neighborhood #20. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

The Site Plan will expire on 01-29-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
DEVELOPMENT SERVICES

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WWW.FRISCOTEXAS.GOV

February 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, February 26, 2013

Site Plan: Datta Yoga Center, Block A, Lot 1 (SP13-0007)
Owner(s): Datta Yoga Center

Description:
A church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 for a Specific Use Permit (S-174) for a church. Neighborhood #6. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of the landscape plans.
2. Staff approval of the façade plan.
3. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Site Plan will expire on 01-28-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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FRISCO, TEXAS 75034
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WWW.FRISCOTEXAS.GOV

February 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, February 26, 2013

Preliminary Site Plan: Stonebriar Mall at The Bridges, Block A, Lot 7B (PSP13-0002)
Owner(s): Stonebriar Mall Ltd Partnership

Description:
A commercial amusement (indoor) facility and a restaurant on one lot on 3.2± acres on the north side of State Highway 121, 750± feet east of Parkwood Boulevard. Zoned Planned Development-25-Business Center. Neighborhood #35. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of the preliminary façade plan.
2. An encroachment agreement from the electric company is required prior to construction.

The Preliminary Site Plan will expire on 01-28-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
DEVELOPMENT SERVICES

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FRISCO, TEXAS 75034
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WWW.FRISCOTEXAS.GOV

February 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, February 26, 2013

Preliminary Plat: Church Property, Phases 1 -5 (PP13-0003)
Owner(s): Little Elm Cemetery Association

Description:
194 Patio Home lots, 115 Single Family-7 lots and 45 Single Family-8.5 lots on 122.2± acres on the northwest corner of Stonebrook Parkway and Witt Road. Zoned Agricultural (proposed zoning is Planned Development-Patio Home/Single Family-7/Single Family-8.5) and Planned Development-185-Single Family-7/Patio Home/Duplex. Neighborhood #43. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. City Council adoption of the Ordinance rezoning the property from Agricultural to Planned Development-Patio Home/Single Family-7/Single Family-8.5.
3. Additions and/or alterations resulting from Engineering Services' review of construction plans.
4. Approval of the flood study prior to construction by Engineering Services.
5. Execution of the development agreement and details therein prior to release of the Construction Plans.

The Preliminary Plat will expire on 02-26-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

February 27, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, February 26, 2013

Preliminary Plat: Mainvue at Phillips Creek Ranch Phases 1 & 2 (PP13-0002)
Owner(s): Henley USA LLC.

Description:
161 Single Family-7 lots and 14 Homeowners' Association lots on 71.1± acres on the southwest corner of Lebanon Road and Lone Star Ranch Parkway. Zoned Planned Development-202-Patio Home/Townhome/Multifamily, and Patio Home. Neighborhood #37. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Planning & Zoning Commission determination that the preliminary plat is in general conformance with the Planned Development-202 zoning exhibit.
3. Additions and/or alterations resulting from Engineering Services' review of construction plans.

The Preliminary Plat will expire on 02-26-2015.

CC:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Phillip Climer	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Poly Birika			

AGENDA ITEM #24.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **2/19/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive. Zoned Planned Development-24-Manufactured Home. Neighborhood #23. Case No. SUP12-0023.**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit.

Background Information: On February 5th, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 6-0.

Board Review/Citizen Input: On January 8th, the Planning & Zoning Commission held a public hearing and voted 6-0 to recommend approval of the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated February 6, 2013.
- Ordinance.

Recommendation: Recommended for adoption.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

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6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 6, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, February 5, 2013

Ordinance Adoption:
Specific Use Permit: Primeria Iglesia Bautista de Frisco (SUP12-0023)
Owner(s): Leonard Dale Ellis

Description:
A request for a Specific Use Permit for a Church on two lots on 0.4± acres on the northeast corner of Sunnyvale Circle and Preston North Drive and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-24-Manufactured Home. Neighborhood #23.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

City Council approved the Specific Use Permit request and directed staff to prepare an Ordinance.

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 COMPREHENSIVE ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR A CHURCH, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE JAMES BOLIN SURVEY, ABSTRACT NUMBER 32, COLLIN COUNTY, TEXAS, CONTAINING 0.4 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND COMPREHENSIVE 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 ("City Council"), has investigated and determined that Comprehensive Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") received a request from Primera Iglesia Bautista de Frisco ("Applicant"), initiating a request to allow a Specific Use Permit for a Church on 0.4 acres of land, more or less, situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, and being more particularly described in **Exhibit "A",** attached hereto and incorporated herein for all purposes ("Property"); 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 Church, which is zoned Planned Development-24-Manufactured Home, subject to:

1. Replat Lots 29 and 30 into one (1) lot;
2. Install an eight (8) foot wooden fence along the eastern property line of Lot 30; and
3. The Church use shall be limited to two hundred eighty-eight (288) square feet in the residence. No church uses are permitted in the accessory structure on the Property.

The Property, as a whole, and the boundaries are more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"**, attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance, 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;
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
3. Violation of any provision of the terms or conditions of this Specific Use Permit;
4. Ad valorem taxes on the Property are delinquent by more than six (6) months;
5. The Specific Use Permit was obtained by fraud or deception; or
6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 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 the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of March, 2013.

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"
SUP12-0023

BEING a tract of land situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, and being all of Lots 29 and 30, Block B of Preston North Estates, an Addition to the City of Frisco, Texas, according to the Final Plat, thereof recorded in Volume 6, Page 75 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 29, same being the intersection of the north right of way line of Sunnyvale Circle (a 20' wide right of way) with the east right of way line of Preston North Drive (a 60' wide right of way);

THENCE North 00°38'00" West, along the west line of said Lot 29 and the east right of way line of said Preston North Drive, a distance of 110.00 feet to the northwest corner of said Lot 29, same being the southwest corner of Lot 33 in said Block B;

THENCE North 89°22'00" East, departing the east right of way line of said Preston North Drive, along the north line of said Lots 29 and 30 and the south line of Lots 33 and 34 in said Block B, a distance of 140.00 feet to the northeast corner of said Lot 30, same being the northwest corner of Lot 31 in said Block B;

THENCE South 00°38'00" East, along the east line of said Lot 30 and the west line of said Lot 31, a distance of 110.00 feet to the southeast corner of said Lot 30, same being on the north right of way line of aforesaid Sunnyvale Circle;

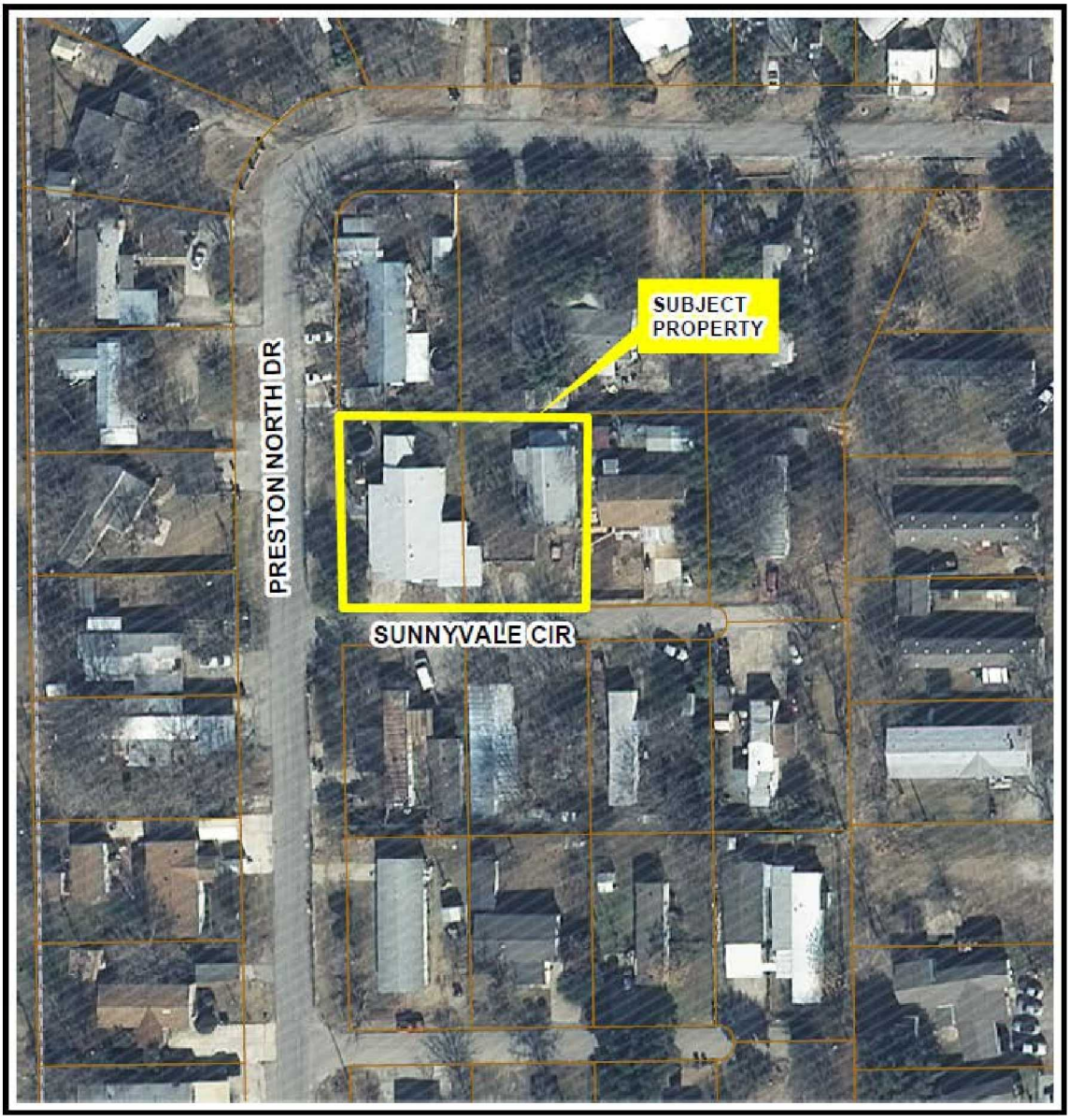
THENCE South 89°22'00" West, along the south line of said Lots 30 and 29, and along the north right of way line of said Sunnyvale Circle, a distance of 140.00 feet to the POINT OF BEGINNING and containing 0.354 of an acre of land, more or less.

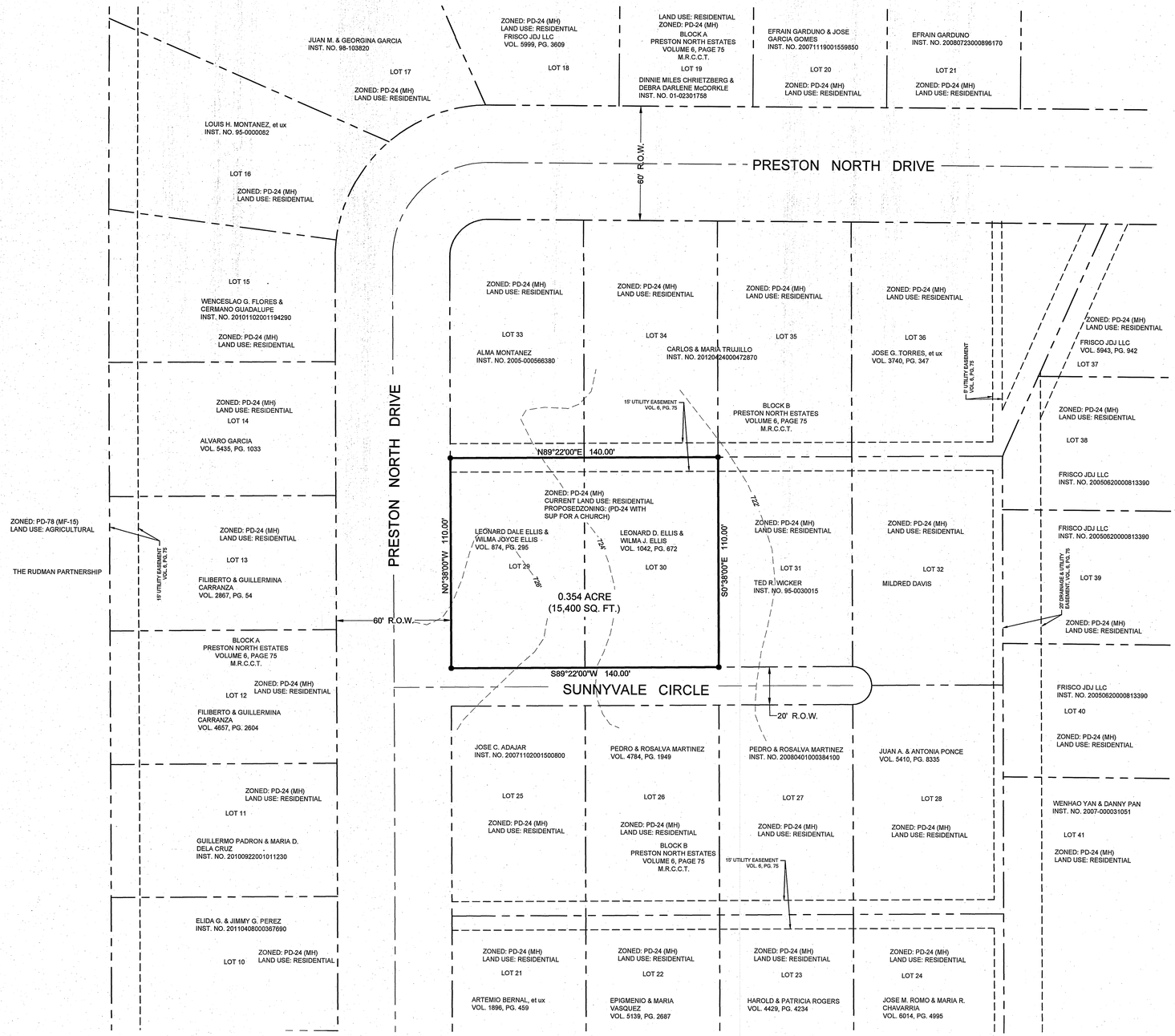
Bearings based upon the east right of way line of Preston North Drive as created in the final plat of Preston North Estates, recorded in Volume 6, Page 75, Map Records of Collin County, Texas, said bearing being North 00°38'00" West.

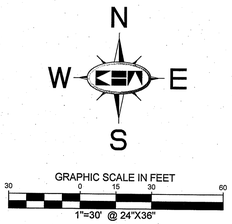
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

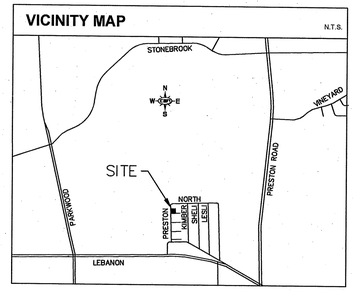
Exhibit "A-1"
SUP12-0023

SUP12-0023
Primera Iglesia Bautista de Frisco
Block B, Lots 29 & 30









BEING a tract of land situated in the James Bolin Survey, Abstract No. 32, City of Frisco, Collin County, Texas, and being all of Lots 29 and 30, Block B of Preston North Estates, an Addition to the City of Frisco, Texas, according to the Final Plat, thereof recorded in Volume 6, Page 75 of the Map Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 29, same being the intersection of the north right of way line of Sunnyvale Circle (a 20' wide right of way) with the east right of way line of Preston North Drive (a 60' wide right of way);

THENCE North 00°38'00" West, along the west line of said Lot 29 and the east right of way line of said Preston North Drive, a distance of 110.00 feet to the northwest corner of said Lot 29, same being the southwest corner of Lot 33 in said Block B;

THENCE North 89°22'00" East, departing the east right of way line of said Preston North Drive, along the north line of said Lots 29 and 30 and the south line of Lots 33 and 34 in said Block B, a distance of 140.00 feet to the northeast corner of said Lot 30, same being the northwest corner of Lot 31 in said Block B;

THENCE South 00°38'00" East, along the east line of said Lot 30 and the west line of said Lot 31, a distance of 110.00 feet to the southeast corner of said Lot 30, same being on the north right of way line of aforesaid Sunnyvale Circle;

THENCE South 89°22'00" West, along the south line of said Lots 30 and 29, and along the north right of way line of said Sunnyvale Circle, a distance of 140.00 feet to the POINT OF BEGINNING and containing 0.354 of an acre of land, more or less.

Bearings based upon the east right of way line of Preston North Drive as created in the final plat of Preston North Estates, recorded in Volume 6, Page 75, Map Records of Collin County, Texas, said bearing being North 00°38'00" West.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTE: No floodplain exists on the property.

EXHIBIT A: SUP # 12-0023
0.354 ACRES
BLOCK B, LOTS 29 AND 30
PRESTON NORTH ESTATES
JAMES BOLIN SURVEY, ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER:
Leonard D. and Wilma Joyce Ellis
8703 Scott Circle
Frisco, Texas 75034
Ph.: 214-202-3868

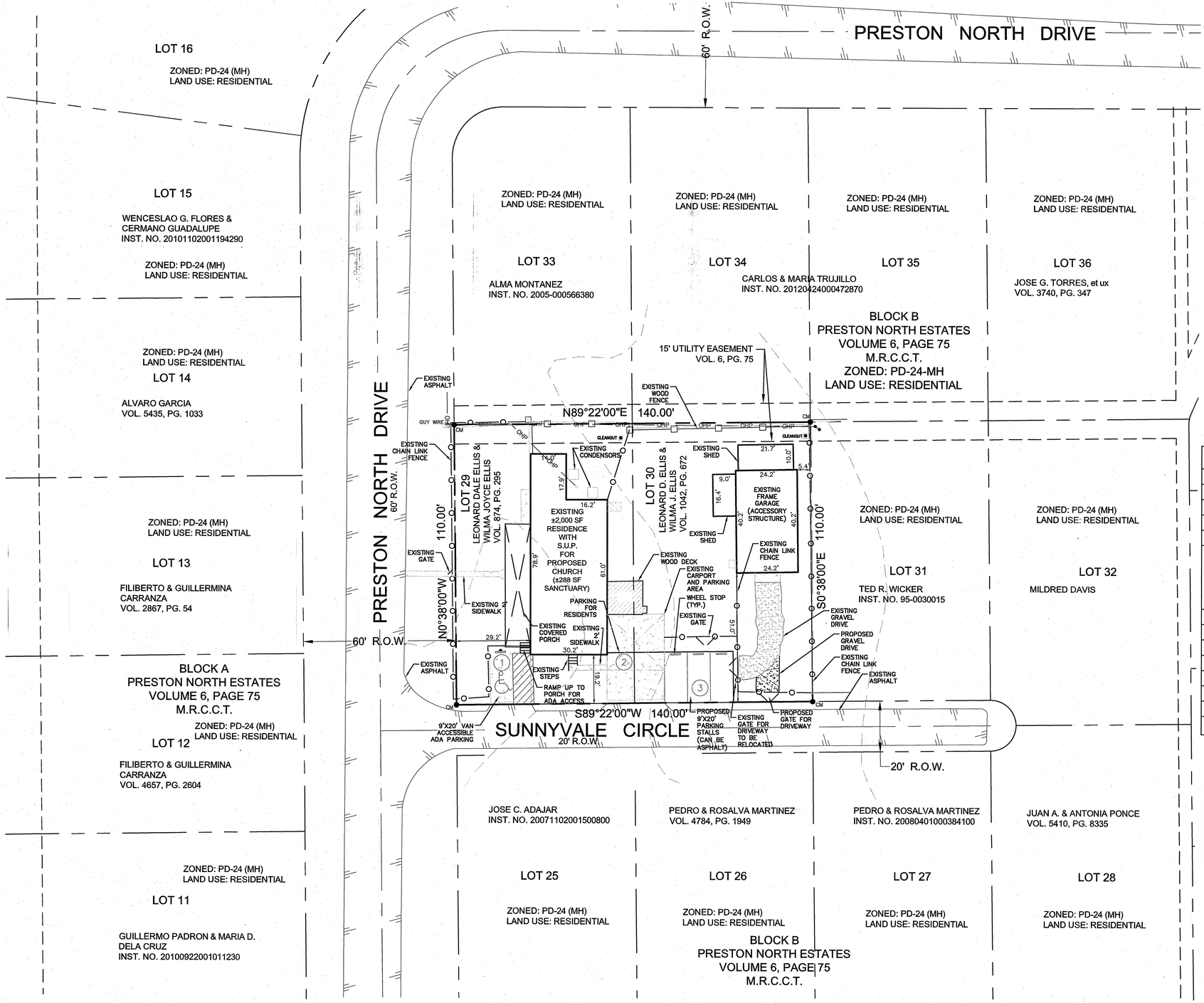
APPLICANT:
Premeria Iglesia Bautista De Frisco
10911 Castle Drive
Frisco, Texas 75035
Ph.: 972-987-9622
Attn.: Julio Alfredo Ruiz

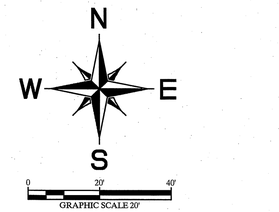
No.	DATE	REVISION DESCRIPTION
1		

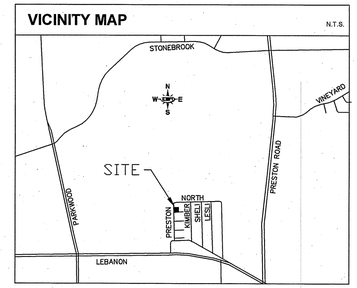
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 30'	MBM	FGA	12/20/2012	067069024	1 OF 1

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LOT 29 SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	PD-24-MH RESIDENTIAL W SUP FOR CHURCH
LOT AREA / SQ. FT. AND AC	7,700 SQ. FT. 0.177 AC
BUILDING AREA (gross square footage)	2,092 SQ. FT.
BUILDING HEIGHT (ft and number of stories)	1-STORY, 20 FEET
LOT COVERAGE	27.17%
FLOOR AREA RATIO (for non-residential zoning)	0.27:1
TOTAL PARKING REQUIRED (both lots) (with ratio) RESIDENTIAL (2 SPACES) MAIN SANCTUARY(1 SPACE /100 S.F.) TOTAL PARKING REQUIRED	2 288/100 5 SPACES* *PARKING REQUIRED FOR USE ON LOT 29 ONLY. PROPOSED PARKING OCCURS ON BOTH LOTS
TOTAL PARKING PROVIDED	6 SPACES (TOTAL LOTS 29 AND 30)
TOTAL HANDICAP REQUIRED	1 SPACE
TOTAL HANDICAP PROVIDED	1 SPACE
SQ. FT. IMPERVIOUS SURFACE	N/A
USABLE OPEN SPACE REQUIRED (7%)	N/A
USABLE OPEN SPACE PROVIDED	N/A
WATER RESOURCE ZONE REQUIRED (5% OF PARKING AND DRIVE AISLES)	N/A
WATER RESOURCE ZONE PROVIDED	N/A

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

LOT 30 SITE DATA SUMMARY TABLE

ZONING / PROPOSED USE	PD-24-MH RESIDENTIAL W SUP FOR CHURCH
LOT AREA / SQ. FT. AND AC	7,700 SQ. FT. 0.177 AC
BUILDING AREA (gross square footage)	1,338 SQ. FT.
BUILDING HEIGHT (ft and number of stories)	1-STORY, 20 FEET
LOT COVERAGE	17.38%
FLOOR AREA RATIO (for non-residential zoning)	0.17:1
TOTAL PARKING REQUIRED (both lots) (with ratio) RESIDENTIAL (2 SPACES) MAIN SANCTUARY(1 SPACE /100 S.F.) TOTAL PARKING REQUIRED	2 288/100 5 SPACES* *PARKING REQUIRED FOR USE ON LOT 29 ONLY. PROPOSED PARKING OCCURS ON BOTH LOTS
TOTAL PARKING PROVIDED	6 SPACES (TOTAL LOTS 29 AND 30)
TOTAL HANDICAP REQUIRED	1 SPACE
TOTAL HANDICAP PROVIDED	1 SPACE
SQ. FT. IMPERVIOUS SURFACE	N/A
USABLE OPEN SPACE REQUIRED (7%)	N/A
USABLE OPEN SPACE PROVIDED	N/A
WATER RESOURCE ZONE REQUIRED (5% OF PARKING AND DRIVE AISLES)	N/A
WATER RESOURCE ZONE PROVIDED	N/A

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

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 CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

ACTION

☐ APPROVED ☐ DENIED

STAFF _____ Date _____ Initials

P&Z _____ Date _____ Initials

Neighborhood # _____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with the approval of the project.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NO. 48085C0240J, DATED NOVEMBER 9, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN FLOOD ZONE X

NOTES

1. THE PRIMARY USE OF THE HOUSE IS A RESIDENCE. THE CHURCH IS A SECONDARY USE.
2. MOTHERS DAY OUT PROGRAM WILL NOT BE HELD AT THIS FACILITY.
3. THE CHURCH MAY NOT EXPAND TO THE ACCESSORY STRUCTURE UNLESS THE SPECIFIC USE PERMIT IS AMENDED TO ALLOW FOR THAT TO OCCUR.
4. LIFE SAFETY FUNCTIONS OF THE BUILDING, PROVIDING MEANS OF INGRESS AND EGRESS, AND PROVIDING ADEQUATE LIGHT AND VENTILATION ARE NECESSARY.
5. NO EXISTING TREES ARE PLANNED TO BE REMOVED.

EXHIBIT "B"

CITY PROJ. NO. SUP12-0023

PRESTON NORTH ESTATES
BLOCK B, LOTS 29 AND 30

JAMES BOLIN SURVEY, ABSTRACT NO. 32
CITY OF FRISCO, COLLIN COUNTY, TEXAS

SUBMITTED: December 10, 2012
REVISED: December 20, 2012

OWNER LOTS 29& 30:
Leonard D. and Wilma Joyce Ellis
8703 Scott Circle
Frisco, Texas 75034
Phone (214) 202-3868

APPLICANT:
Premeria Iglesia Bautista de Frisco
10911 Castle Drive
Frisco, Texas 75035
Phone (972) 987-9622
Contact: Pastor Julio Alfredo Ruiz

ENGINEER:
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone (972) 335-3580
Fax (972) 335-3779
Contact: Frank Abbott, P.E.

No.	Date	Revisions	App.

Kimley-Horn and Associates, Inc.

FOR REVIEW ONLY
Not for construction or permit
Kimley-Horn and Associates, Inc.
Engineer: FRANK G. ABBOTT
P.E. No. 72881 Date: 12/20/12

S.U.P. EXHIBIT "B"

PRESTON NORTH ESTATES
LOTS 29 & 30, BLOCK B
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Scale: AS SHOWN
Designed by: JCR
Drawn by: PEM
Checked by: FGA
Date: DECEMBER 10, 2012
Project No. 069310500

SHEET
C-1

IMAGES
XREFS
XREF Date
DWG NAME
LAST SAVED
XREF Name: ac15430 - XREF C1909024 SUP Exhibit
XREF Path: C:\Users\jcr\Desktop\
K:\DAL_CIVIL\NO_PROJECTS\069310500\CHURCH SUP\SUP EXHIBIT B.DWG
12/20/2012 4:06 PM

AGENDA ITEM #25.

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: **2/19/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance amending a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6. Case No. SUP12-0024.**

Action Requested: City Council adoption of an Ordinance amending the Specific Use Permit.

Background Information: On February 5th, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 6-0.

Board Review/Citizen Input: On January 8th, the Planning & Zoning Commission held a public hearing and voted 6-0 to recommend approval of the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated February 6, 2013.
- Ordinance.

Recommendation: Recommended for adoption.

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

February 6, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, February 5, 2013

Ordinance Adoption:
Specific Use Permit: Datta Yoga Center Addition (SUP12-0024)
Owner(s): Datta Yoga Center
Description:

Result/Action: A request to amend a Specific Use Permit for a Church on one lot on 9.6± acres on the east side of Independence Parkway, 1,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit for a Church (S-174). Neighborhood #6.

Approved: 6-0
Denied:
Tabled:

ACTION:

City Council approved the Specific Use Permit request and directed staff to prepare an Ordinance.

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 CITY OF FRISCO ORDINANCE 08-05-47 AND FRISCO'S COMPREHENSIVE ZONING ORDINANCE NO. 11-04-09, AMENDING A SPECIFIC USE PERMIT FOR A CHURCH, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE A.S. YOUNG SURVEY, ABSTRACT NUMBER 1037, COLLIN COUNTY, TEXAS, CONTAINING 9.6 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND COMPREHENSIVE 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 ("City Council"), has investigated and determined that City of Frisco Ordinance No. 08-05-47 and Comprehensive Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") received a request from Datta Yoga Center ("Applicant"), initiating a request to amend a Specific Use Permit for a Church on 9.6 acres of land, more or less, situated in the A.S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being more particularly described in **Exhibit "A",** attached hereto and incorporated herein for all purposes (the "Property"); 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 Church, which is zoned Single Family-8.5, subject to:

1. The provision of two (2) points of access from Independence Parkway as required by Engineering Services;
2. An eight (8) foot tall masonry screening wall to be constructed along the north Property line; and
3. The execution of a Parking Agreement with Rejoice Lutheran Church to the south of the Property. The final plats and/or site plans for Phase 1 development on the Datta Yoga Center site and the Rejoice Lutheran Church site shall include a note stating that each church allows the other to utilize their parking during overflow times.

The property, as a whole, and the boundaries are more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on **Exhibit "A-1"**, attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance, 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;
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
3. Violation of any provision of the terms or conditions of this Specific Use Permit;
4. Ad valorem taxes on the Property are delinquent by more than six (6) months;
5. The Specific Use Permit was obtained by fraud or deception; or
6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 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 the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of March, 2013.

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"
SUP12-0024

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being all of Lot 1, Block A, Datta Yoga Center, an addition to the City of Frisco as recorded in Cabinet 2009, Page 334, Plat Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a capped iron found for corner at the northwest corner of Lot 1, Block A, Rejoice Lutheran Church, an addition to the City of Frisco as recorded in Cabinet 2009, Page 131, Plat Records of Collin County, Texas, said point being in the east line of Independence Parkway (a 120' R.O.W.);

THENCE N00°43'13"W, with the east line of Independence Parkway, a distance of 330.00 feet to a ½" capped iron set for corner, said point being the southwest corner of a called 19.127 acre tract of land conveyed to First Texas Homes, Inc. by deed recorded in County Clerk's File No. 20120209000149590;

THENCE N89°15'40"E, leaving Independence Parkway, and with south line of the aforementioned South Texas Homes, Inc. tract, a distance of 1263.76 feet to a ½" capped iron set for corner, said point being in a westerly line of Stonelake Estates West, Phase II, an addition to the City of Frisco as recorded in Cabinet 2008, Page 235, Plat Records of Collin County, Texas;

THENCE S00°48'18"E, with said westerly line of Stonelake Estates West, Phase II, a distance of 330.00 feet to an "x" cut found for corner in a northerly line of said Stonelake Estates West, Phase II;

THENCE S89°15'40"W, with said northerly line of Stonelake Estates West, Phase II, and the north line of the aforementioned Rejoice Lutheran Church, a distance of 1264.25 feet to the POINT OF BEGINNING and CONTAINING 417,122 square feet, or 9.576 acres of land;

Exhibit "A-1"
SUP12-0024

SUP12-0024
Datta Yoga Center Addition
Block A, Lot 1



LEGAL DESCRIPTION

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being all of Lot 1, Block A, Datta Yoga Center Addition, and addition to the City of Frisco, Texas, as recorded in Cabinet 2009, Page 334, Plat Records of Collin County, Texas, and being more particularly described as follows:

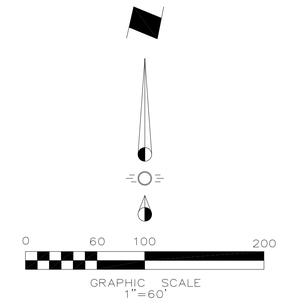
BEGINNING at a capped iron found for corner at the northwest corner of Lot 1, Block A, Rejoice Lutheran Church, an addition to the City of Frisco as recorded in Cabinet 2009, Page 131, Plat Records of Collin County, Texas, said point being in the east line of Independence Parkway (a 120' R.O.W.);

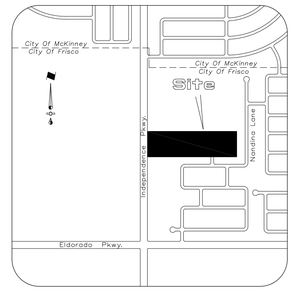
THENCE N00°43'13"W, with the east line of Independence Parkway, a distance of 330.00 feet to a 1/2" capped iron set for corner, said point being the southwest corner of a called 19.127 acre tract of land conveyed First Texas Homes, Inc. by deed recorded in County Clerk's File No. 20120209000149590;

THENCE N89°15'40"E, leaving Independence Parkway, and with the south line of the aforementioned First Texas Homes, Inc. tract, a distance of 1263.76 feet to a 1/2" capped iron set for corner, said point being in a westerly line of Stonelake Estates West, Phase II, an addition to the City of Frisco as recorded in Cabinet 2008, 235, Plat Records of Collin County, Texas;

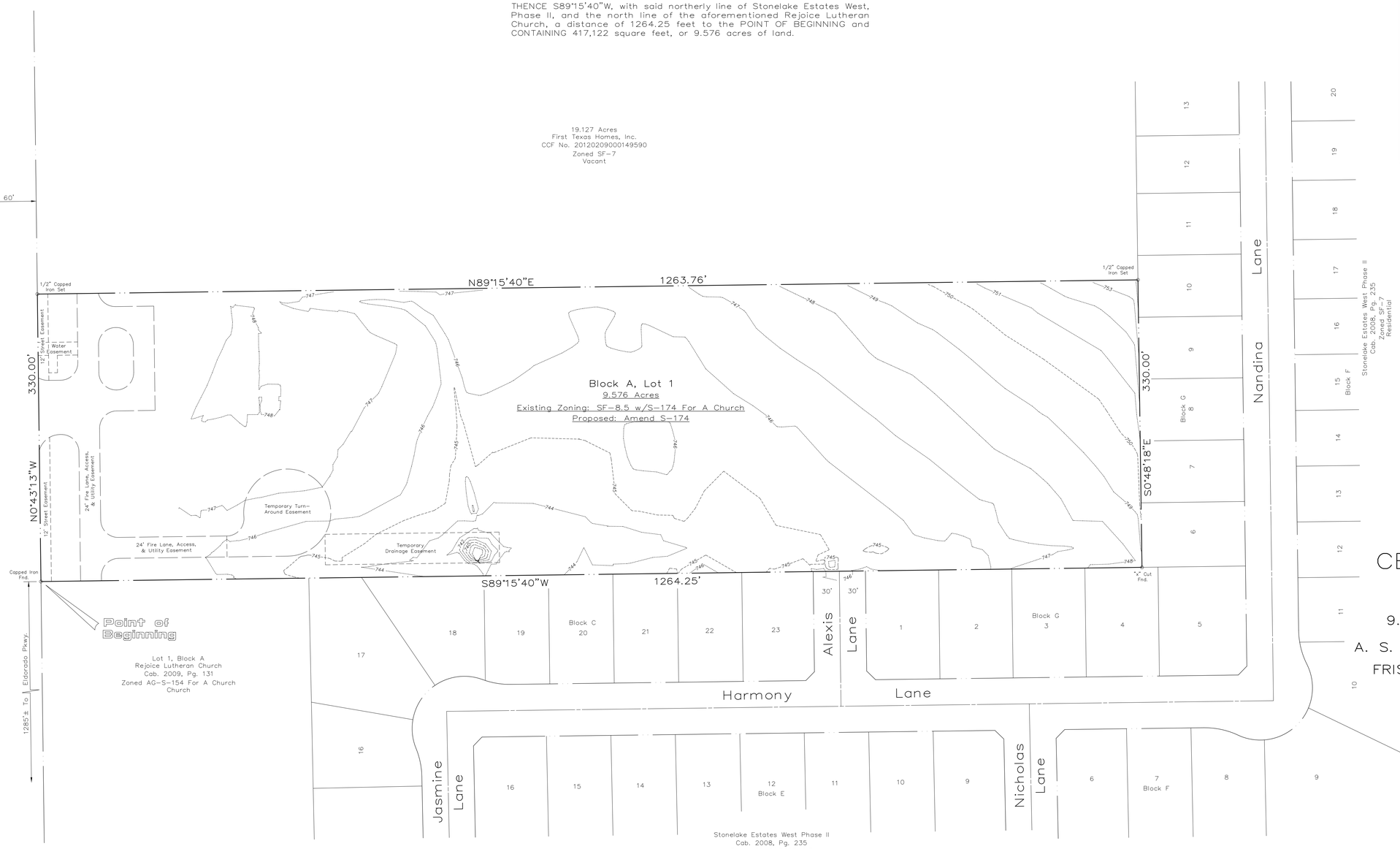
THENCE S00°48'18"E, with said westerly line of Stonelake Estates West, Phase II, a distance of 330.00 feet to an "x" cut found for corner in a northerly line of said said Stonelake Estates West Phase II;

THENCE S89°15'40"W, with said northerly line of Stonelake Estates West, Phase II, and the north line of the aforementioned Rejoice Lutheran Church, a distance of 1264.25 feet to the POINT OF BEGINNING and CONTAINING 417,122 square feet, or 9.576 acres of land.





VICINITY MAP
NTS



NOTE: No floodplain exists on the site.

EXHIBIT A
SUP12-0024

DATTA YOGA CENTER ADDITION

LOT 1, BLOCK A

9.576 Acres Situated In The

A. S. YOUNG SURVEY ~ ABST. 1037

FRISCO, COLLIN COUNTY, TEXAS

Owner
Datta Yoga Center
12030 Independence Parkway
Frisco, Texas 75035
Telephone 972 989-7815

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

December 20, 2012

Packet Page -355-

SITE DATA SUMMARY

KARYA SIDDHI HANUMAN TEMPLE 12030 INDEPENDENCE PARKWAY, FRISCO TX-75035 SITE AND BUILDING DATA SUMMARY							
ZONING:	S-174-SF-8.5						
PROPOSED USE:	RELIGIOUS FACILITY						
LOT AREA:	9.576 AC.	417,122 SF					
BUILDING DATA:				**PARKING**			
BUILDING	**AREA (SF)**	**STORIES**	**HEIGHT**	**REQUIRED**		**PROVIDED**	
				SPACES	**HC**	**SPACES**	**HC**
PHASE I (EXISTING)							
EXISTING BLDG A: TEMPLE	10,206	1	18'	63	3	63	3
PHASE II: PROPOSED							
BLDG. B: NEW TEMPLE	35,000	1	40'	108		143	
(STEEPLE/ENTRANCEWAY):	-		70'				
TOTAL PHASES I & II:	**45,206**			171	7	206	7
PHASE III: (FUTURE PHASES)							
BUILDING C:	15,000	2	40'	54		59	
BUILDING D:	15,000	2	40'	54		59	
BUILDING E :	4,000	2	40'	14		15	
TOTAL FUTURE PHASE:	**34,000**			122		133	
GRAND TOTAL FOR SITE:	**79,206**			293	8	339	8

	ALLOWED	PROVIDED
NUMBER OF STORIES	2.5	
HEIGHT	40'	
TOTAL LOT COVERAGE:	45%	18.99%
FLOOR AREA RATIO		0.19 :1

SITE PLAN NOTES

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

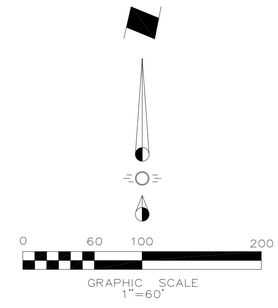
GENERAL NOTES

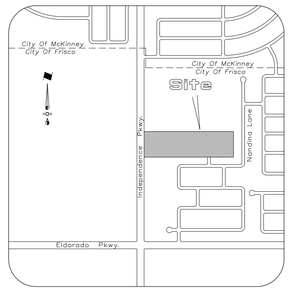
1. Handicap parking is provided in accordance with ADA standards.
2. All existing and proposed pavement is concrete.
3. All fire hydrant leads are 6".
4. All parking bays are 20' or 18' with 2' overhang.
5. Site is outside 100yr floodplain. No floodplain exists on the site.

PURPOSE OF S-174 AMENDMENT

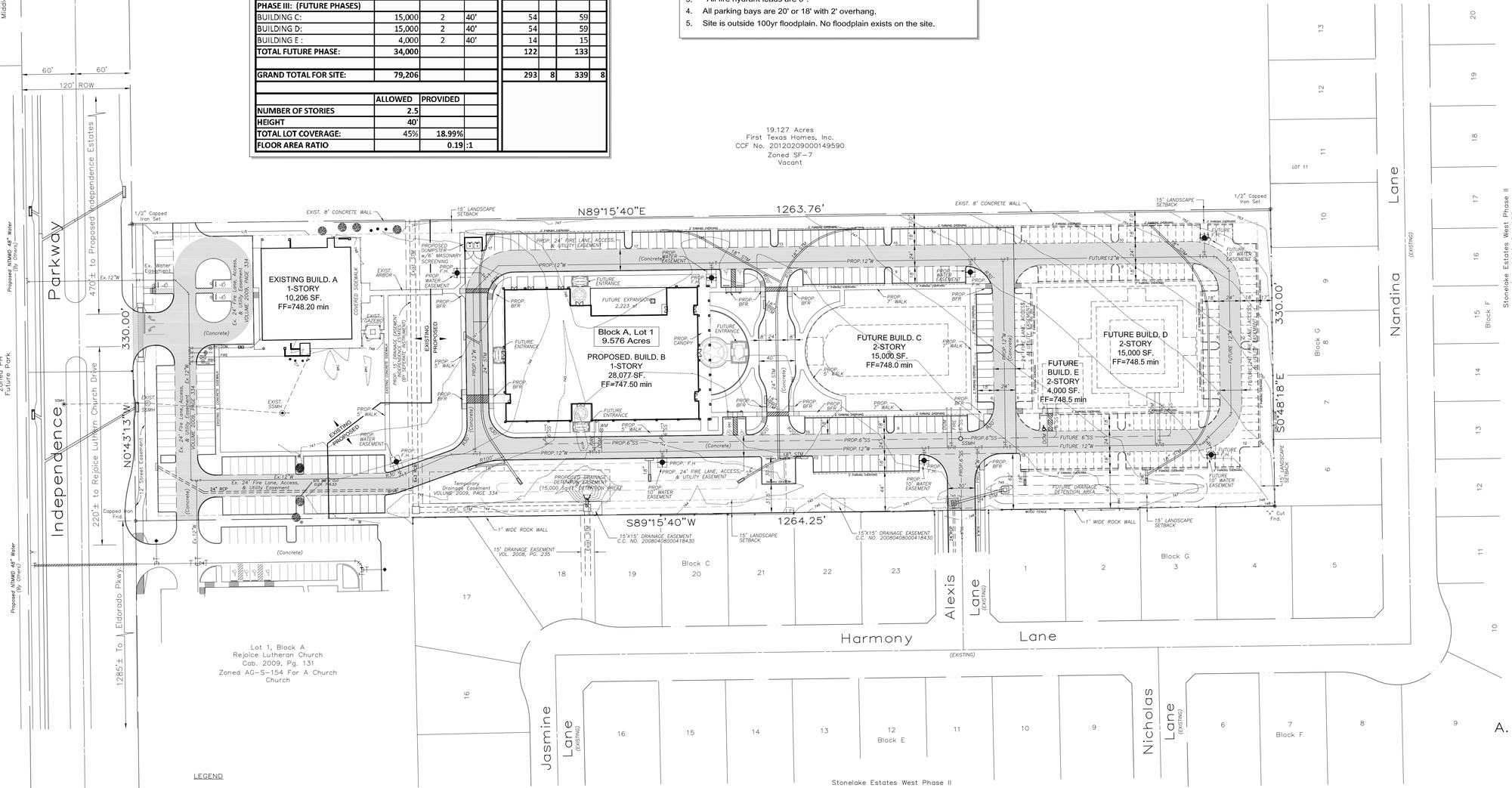
1. Add New Temple Building
2. Add associated site improvements.
3. Show future site improvements.

24" FIRELANE, UTILITY,AND ACCESS EASEMENT





VICINITY MAP
NTS



LEGEND

- Proposed Building
- Existing Contour Elevation
- Existing Fire Hydrant
- Existing Sanitary Sewer Manhole
- Existing Water Line With Valve
- Existing Storm Sewer Main
- Existing Curb Inlet
- Domestic Water Meter
- Proposed Fire Detector Check Valve
- Proposed Fire Hydrant
- Proposed Water Line With Valve
- Proposed Barrier Free Ramp
- Fire Lane, Access, & Utility Easement

EXHIBIT B
SUP12-0024

DATTA YOGA CENTER ADDITION

LOT 1, BLOCK A

9.576 Acres Situated In The

A. S. YOUNG SURVEY ~ ABST. 1(

FRISCO, COLLIN COUNTY, TEXAS

Owner
Datta Yoga Center
12030 Independence Parkway
Frisco, Texas 75035
Telephone 972 989-7815

Engineer
RLK Engineering, Inc.
Texas Registration No. 579
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

December 21, 2012

AGENDA ITEM #25.

AGENDA ITEM #26.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **2/19/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance to rezone 152.7± 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/Townhome/Multifamily/Retail. Neighborhood #41. Zoning Case No. Z12-0019.**

Action Requested: City Council adoption of the Ordinance rezoning the property.

Background Information: On December 18, 2012, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 4-1.

Board Review/Citizen Input: On November 27, 2012, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request.

Alternatives: The City Council may:

- Approve the Ordinance;
- Approve the Ordinance with modifications;
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:

- City Council Outcome Memo dated December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

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 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 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-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.

Result/Action:

Approved: 4-1 (Allen opposed; Cheney not voting as serving as Mayor Pro Tem of this agenda item)
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, AMENDING ORDINANCE NOS. 05-10-87, 06-08-88 AND FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING 152.7 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CRAIN AND WARREN SURVEY, ABSTRACT NO. 229, THE WILLIAM POWELL SURVEY, ABSTRACT NO. 1011, AND THE JONATHAN G. MORRELL SURVEY, ABSTRACT NO. 864, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS; HERETOFORE ZONED PLANNED DEVELOPMENT-40-OFFICE-2/COMMERCIAL-1/COMMERCIAL-2/RETAIL/INDUSTRIAL (PD-40-O-2/C-1/C-2/R/I) AND PLANNED DEVELOPMENT-199-SINGLE FAMILY-7/PATIO HOME/TOWNHOME/OFFICE-1/OFFICE-2/RETAIL (PD-199-SF-7/PH/TH/O-1/O-2/R) ARE HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT-SINGLE FAMILY-8.5/SINGLE FAMILY-7/PATIO HOME/TOWNHOME/ MULTIFAMILY/RETAIL (PD-SF-8.5/SF-7/PH/TH/MF/R); 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 ("City Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco") to amend Frisco Ordinance Nos. 05-10-87, 06-08-88 and Frisco's Zoning Ordinance No. 11-04-09; and

WHEREAS, Arcadia Realty Group ("Applicant") initiated a request to rezone 152.7 acres of land, more or less, situated in the Crain and Warren Survey, Abstract No. 229, the William Powel Survey, Abstract No. 1011, and the Jonathan G. Morrell Survey, Abstract No. 864, 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. Amendments to Ordinance Nos. 05-10-87, 06-08-88 and Zoning Ordinance No. 11-04-09. Ordinance Nos. 05-10-87, 06-08-88 and Zoning Ordinance No. 11-04-09 are hereby amended as follows. The zoning designation of the below-described property containing 152.7 acres of land, more or less, situated in the Crain and Warren Survey, Abstract No. 229, the William Powell Survey, Abstract No. 1011, and the Jonathan G. Morrell Survey, Abstract No. 864, 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-Single Family-8.5/Single Family-7/Patio Home/Townhome/Multifamily/Retail. 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 CareFlite Condition attached hereto as **Exhibit "B",** the Zoning Exhibits attached hereto as **Exhibit "C"**, and the Development Standards attached hereto as **Exhibit "D"**, and 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 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 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 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 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, 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 7. 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 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 5th day of March, 2013.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"
60.6 acre Northern Tract

BEING a parcel of land located in the City of Frisco, Denton County, Texas, a part of the Crain and Warren Survey, Abstract Number 229, and being a part of the Jonathan G. Morrell Survey, Abstract Number 864, and being 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 also being a part of Tract 1 and all of 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 797, 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, 434.32 feet along the south line of said Tract 3 following a curve to the left, having a central angle of 23 degrees 42 minutes 00 seconds, a radius of 1050.00 feet, a tangent of 220.31 feet, and whose chord bears South 78 degrees 15 minutes 49 seconds West, 431.24 feet to a one-half inch iron rod set at the south line of said Tract 1;

THENCE Northwesterly, 209.44 feet along a non-tangent curve to the left having a central angle of 40 degrees 00 minutes 00 seconds, a radius of 300.00 feet, a tangent of 109.19 feet, and whose chord bears North 19 degrees 53 minutes 11 seconds West, 205.21 feet to a one-half inch iron rod set for corner;

THENCE North 39 degrees 53 minutes 11 seconds West, 143.49 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 242.67 feet along a curve to the right having a central angle of 46 degrees 20 minutes 45 seconds, a radius of 300.00 feet, a tangent of 128.41 feet, and whose chord bears North 16 degrees 42 minutes 49 seconds West, 236.10 feet to a one-half inch iron rod set for corner;

THENCE North 06 degrees 27 minutes 34 seconds East, 246.37 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 123.00 feet along a curve to the left having a central angle of 23 degrees 29 minutes 28 seconds, a radius of 300.00 feet, a tangent of 62.38 feet, and whose chord bears North 05 degrees 17 minutes 10 seconds West, 122.14 feet to a one-half inch iron rod set for corner;
THENCE North 17 degrees 01 minutes 54 seconds East, 153.26 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 464.84 feet along a curve to the right having a central angle of 17 degrees 04 minutes 22 seconds, a radius of 1560.00 feet, a tangent of 234.16 feet, and whose

chord bears North 08 degrees 29 minutes 43 seconds West, 463.12 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 02 minutes 28 seconds East 155.46 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 45 minutes 56 seconds East, 635.02 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 2,641,698 square feet or 60.645 acres of land.

Exhibit "A"
92.1 acre Southern Tract

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, 465.28 feet along a curve to the right which has a central of 25 degrees 23 minutes 22 seconds, a radius of 1050.00 feet, a tangent of 236.52 feet, and whose bears North 43 degrees 36 minutes 07 seconds East, 461.49 feet to a point for corner;

THENCE North 33 degrees 42 minutes 13 seconds West, 45.00 feet to a point for the northeast corner of Lot 28, Block K of Village Lakes, Phase 3, an addition to the City of Frisco as recorded in Volume 2012, Page 146, Denton County Plat Records;

THENCE Northeasterly, 208.95 feet along a non-tangent curve to the right which has a central of 10 degrees 55 minutes 59 seconds, a radius of 1050.00 feet, a tangent of 104.79 feet, and whose bears North 61 degrees 45 minutes 47 seconds East, 208.63 feet to a point for corner in the east line of a tract of land described by deed to DR Frisco Land, L.P., as recorded in Document No. 2008-93205, Denton County Deed Records as defined in a Boundary Line Agreement recorded in Document No. 2013-12061, Denton County Deed Records;

THENCE Southwesterly, 47.57 feet along the east line of said DR Frisco Land, L.P. tract and along a non-tangent curve to the right which has a central of 09 degrees 05 minutes 07 seconds, a radius of 300.00 feet, a tangent of 23.84 feet, and whose bears South 04 degrees 25 minutes 45 seconds East, 47.52 feet to a point for corner;

THENCE Northeasterly, 434.32 feet along a non-tangent curve to the right which has a central of 23 degrees 42 minutes 00 seconds, a radius of 1050.00 feet, a tangent of 220.31 feet, and whose bears North 78 degrees 15 minutes 49 seconds East, 431.24 feet to a 5/8 inch iron rod found for corner;

THENCE 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 4,011,312 square feet or 92.087 acres of land.

Exhibit "A-1"

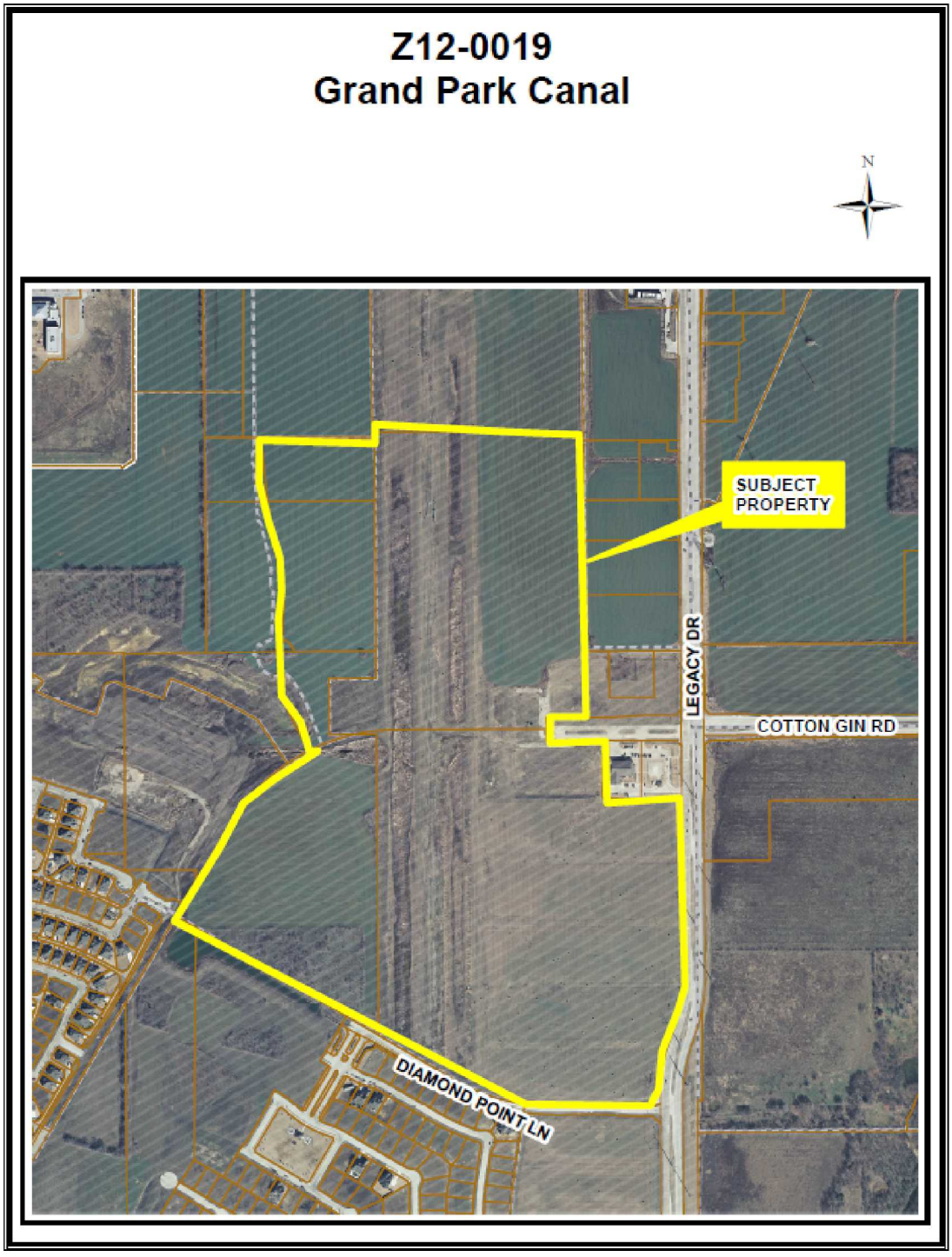

Z12-0019
Grand Park Canal
N
SUBJECT PROPERTY
LEGACY DR
COTTON GIN RD
DIAMOND POINT LN

Exhibit "B"
CareFlite Condition

The Property Owners Association (POA) and Homeowners Association (HOA) documents must include language regarding the CareFlight operation.

Packet Page -373-

ARCADIA

Grand Park Canal

Overall Master Plan - For Reference Only

Exhibit C

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



Exhibit C

TBG

N. T. S.
For Reference Only

December 10, 2012

The information shown is based on the best informa... and is subject to change without notice.

AGENDA ITEM #26.

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.

ARCADIA

GRAND PARK CANAL

MASTER PLAN NORTH
EXHIBIT C-1N

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

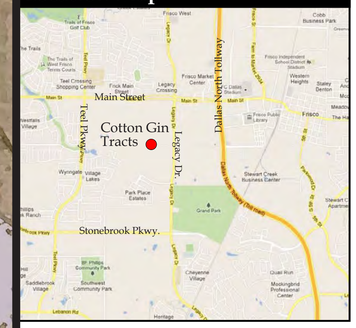


Exhibit C-1N

TBG

Scale 1"=100'
0' 100' 200'

December 10, 2012

The information shown is based on the best information available and is subject to change without notice.

Open Space
Single-Family Residential
Open Space
15' Water Easement
Open Space
Single-Family Residential
Open Space
Townhome For Sale
Open Space
Canal
Parking Structure
Senior Living For Rent
Parking Structure
Future Natatorium
Legacy Drive
Open Space
Townhome For Sale
Majestic Gardens Dr.
Cotton Gin Road
MATCHLINE: Reference Exhibit C-1S
Fire Station
Note: 1 foot contour interval

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

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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

Townhome
For Rent

Flats
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

30 ft. pavement to this point

36 ft. pavement in this segment

Divided roadway to this point

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

ARCADIA

Grand Park Canal

Master Plan South
Exhibit C-1S

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

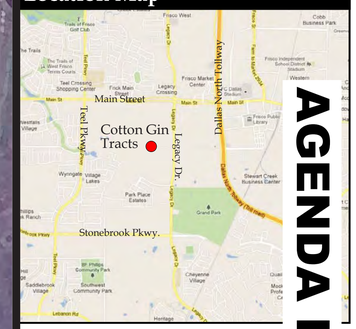
Owner (South of Cotton Gin Rd.):
Charter FL LP
47 Highland Park Village, Suite 200
Dallas, TX 75205
Contact: Ray W. Washburne
Phone: 214-999-1010

Applicant:
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Contact: William Gietema Jr.
Phone: 214-986-5024

Planner / Landscape Architect:
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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



AGENDA ITEM #26.

Exhibit C-1S

TBG

Scale 1"=100'
0' 100' 2

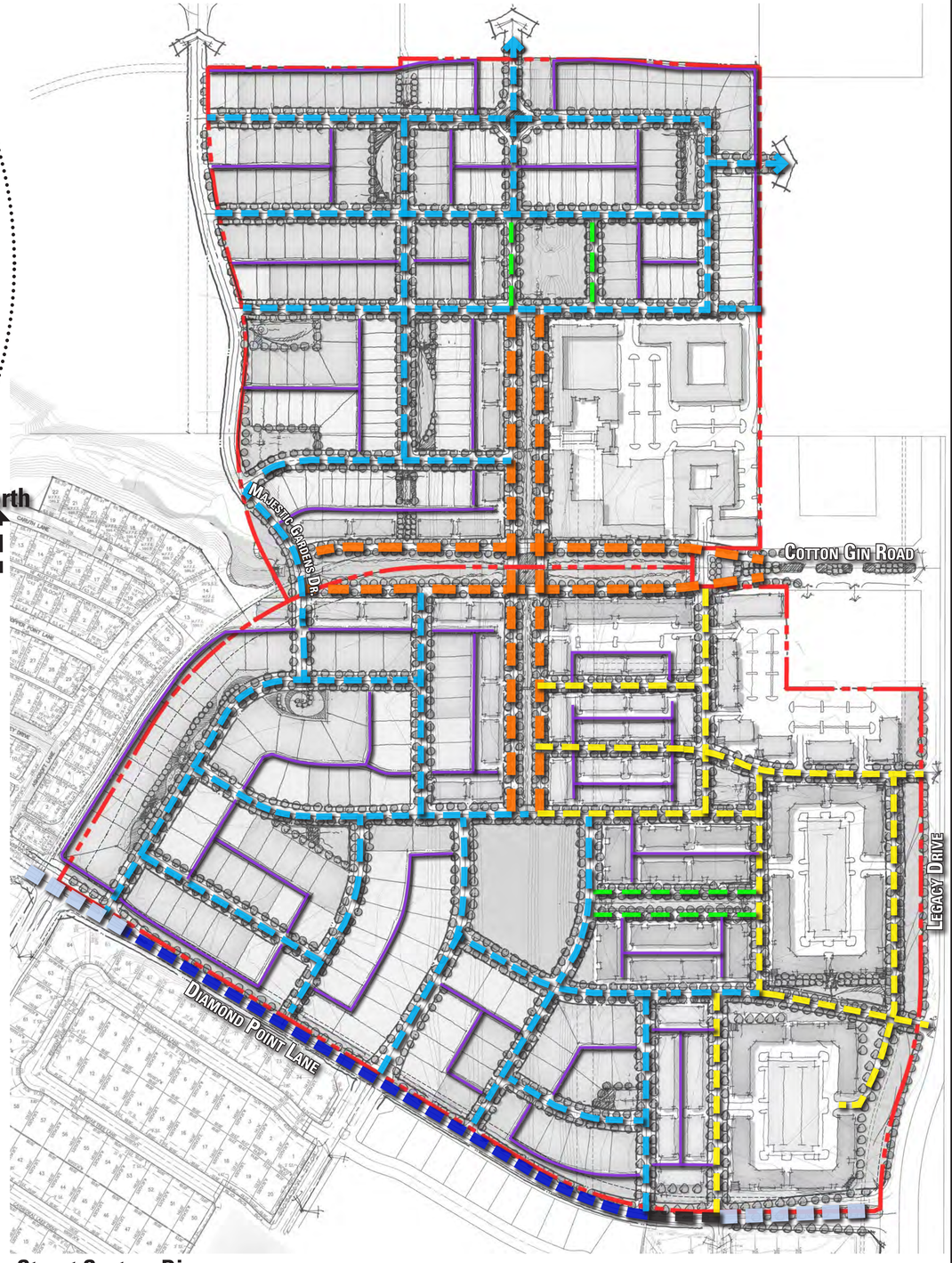
December 10, 2012

The information shown is based on the best informa... and is subject to change without notice.



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.

ARCADIA

Grand Park Canal

Open Spaces & Open Space Plan, Street Sy s

Exhibit C-2

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..,.
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Phone: 972-738-0218

Location Map

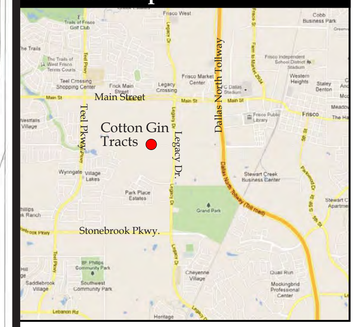


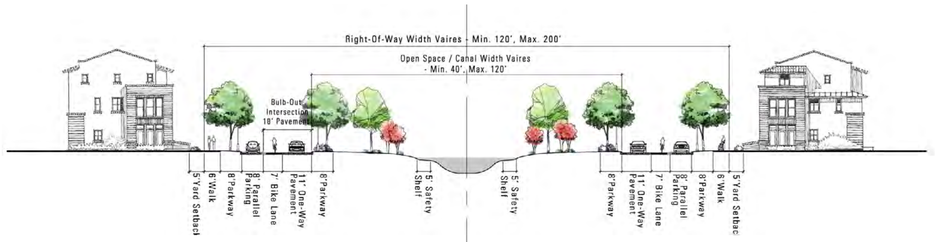
Exhibit C-2

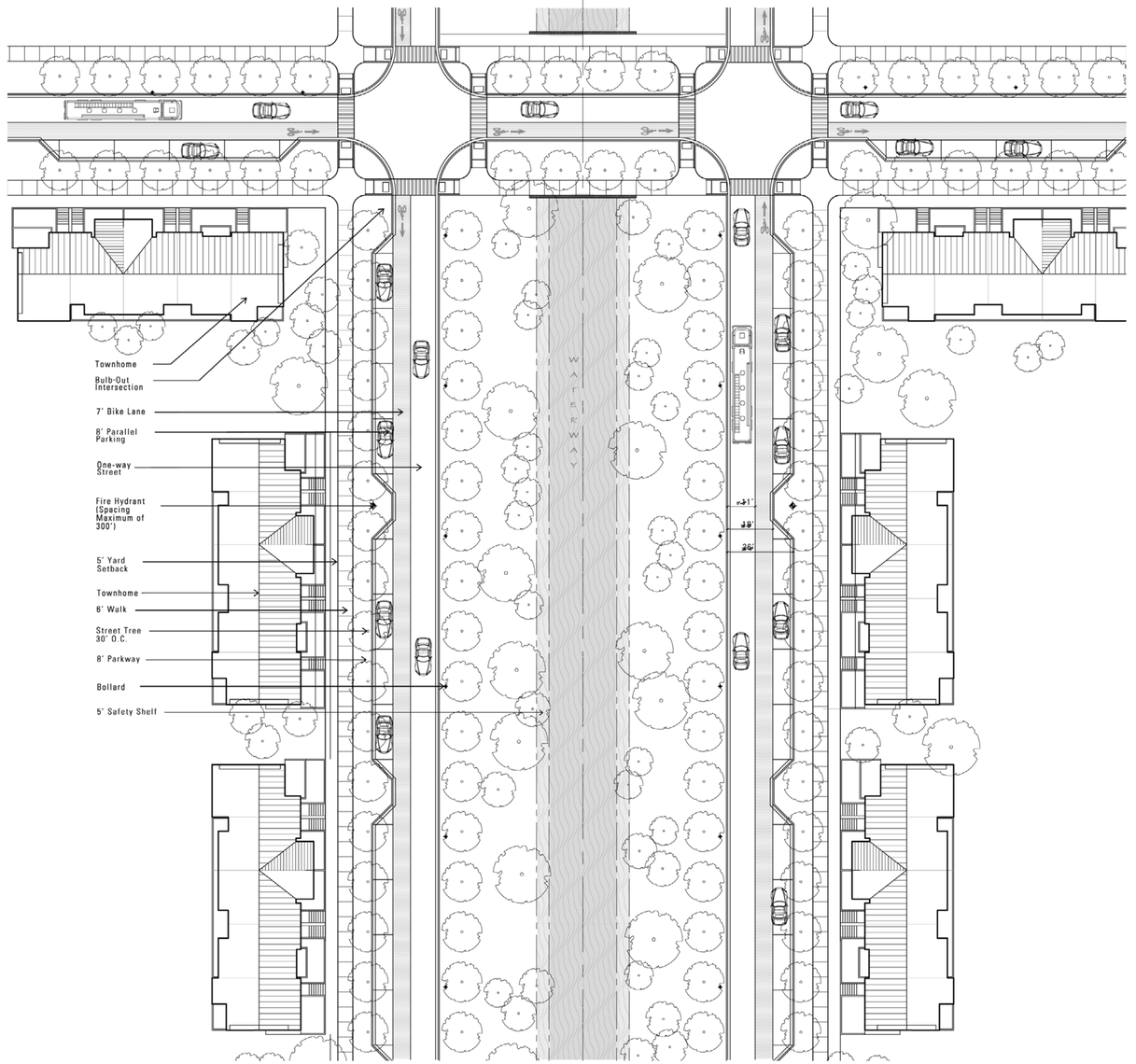
TBG

Scale 1"=200'
0' 200' 400'

December 10, 2012

The information shown is based on the best information available and is subject to change without notice.





Canal Street Section

Scale 1"=20'

0' 20' 40'

ARCADIA

GRAND PARK CANAL

CANAL STREET TYPE OPTIONS

EXHIBIT C-3

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

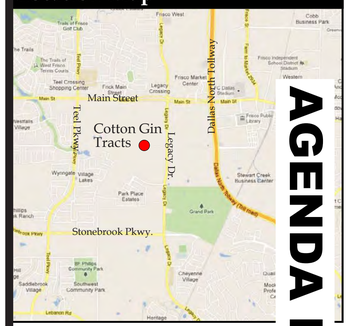


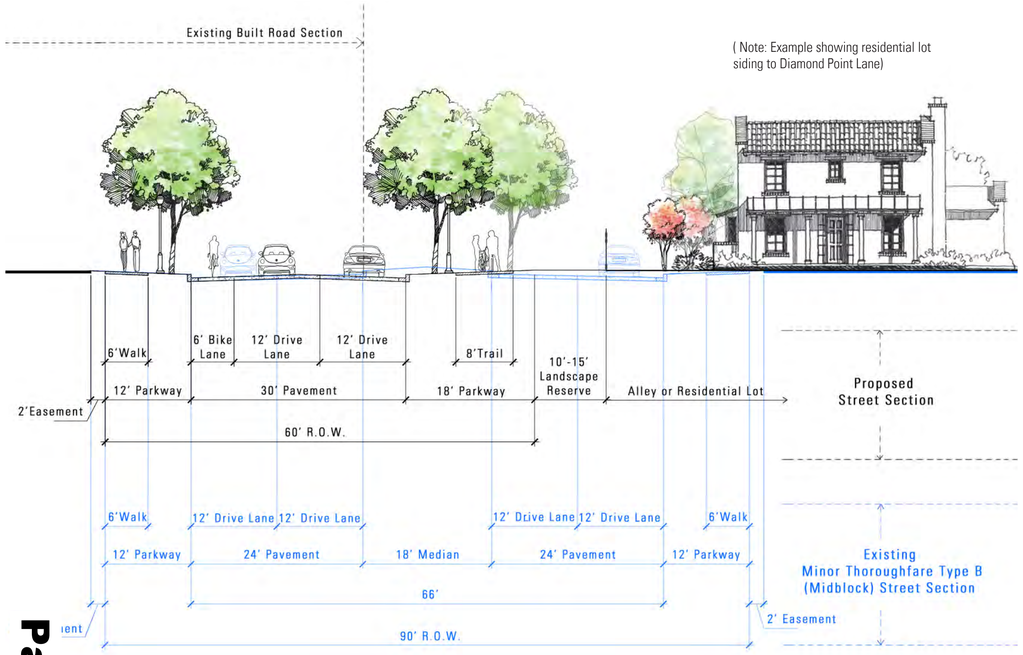
Exhibit C-3

TBG

December 10, 2012

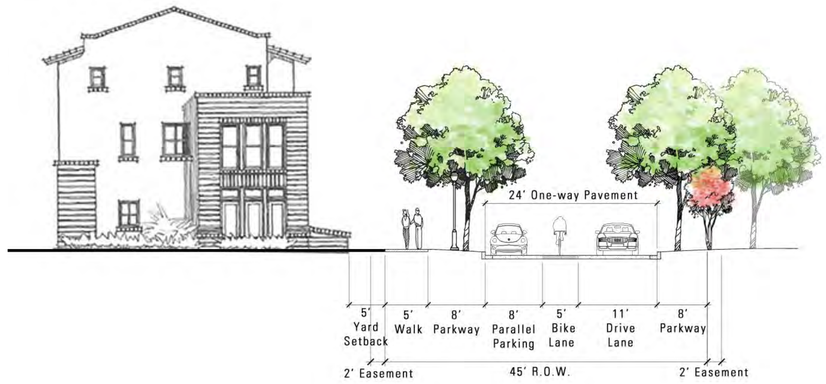
The information shown is based on the best informa... and is subject to change without notice.

AGENDA ITEM #26.



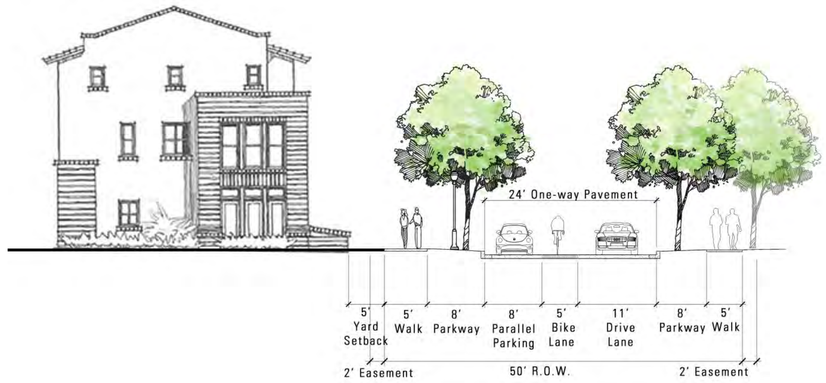
oposed Local Collector Type F Street Section (Diamond Point Lane)

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

ARCADIA

GRAND PARK CANAL

STREET TYPES
EXHIBIT C-4

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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Dallas, TX 75219
Contact: William Gietema Jr.
Phone: 214-986-5024

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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

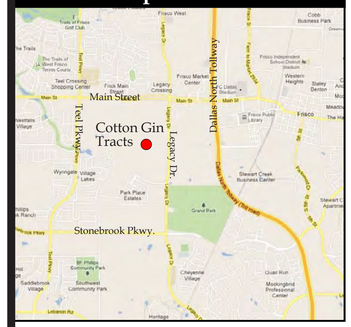


Exhibit C-4

TBG

December 10, 2012

The information shown is based on the best information available and is subject to change without notice.



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

ATTACHED GREEN BLOWUP EXAMPLE

EXHIBIT C-5

Development Team

Owner (North of Cotton Gin Rd.):
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Owner (South of Cotton Gin Rd.):
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Addison, Texas 75001
Contact: Jeffrey Miles, P.E.
Phone: 972-738-0218

Location Map

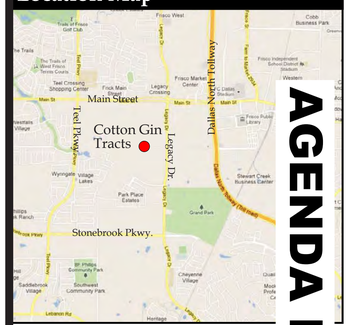


Exhibit C-5

TBG

Scale 1"=40'
0' 40' 80'

December 10, 2012

The information shown is based on the best informa... and is subject to change without notice.

ARCADIA

EXHIBIT D

GRAND PARK CANAL DEVELOPMENT STANDARDS

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

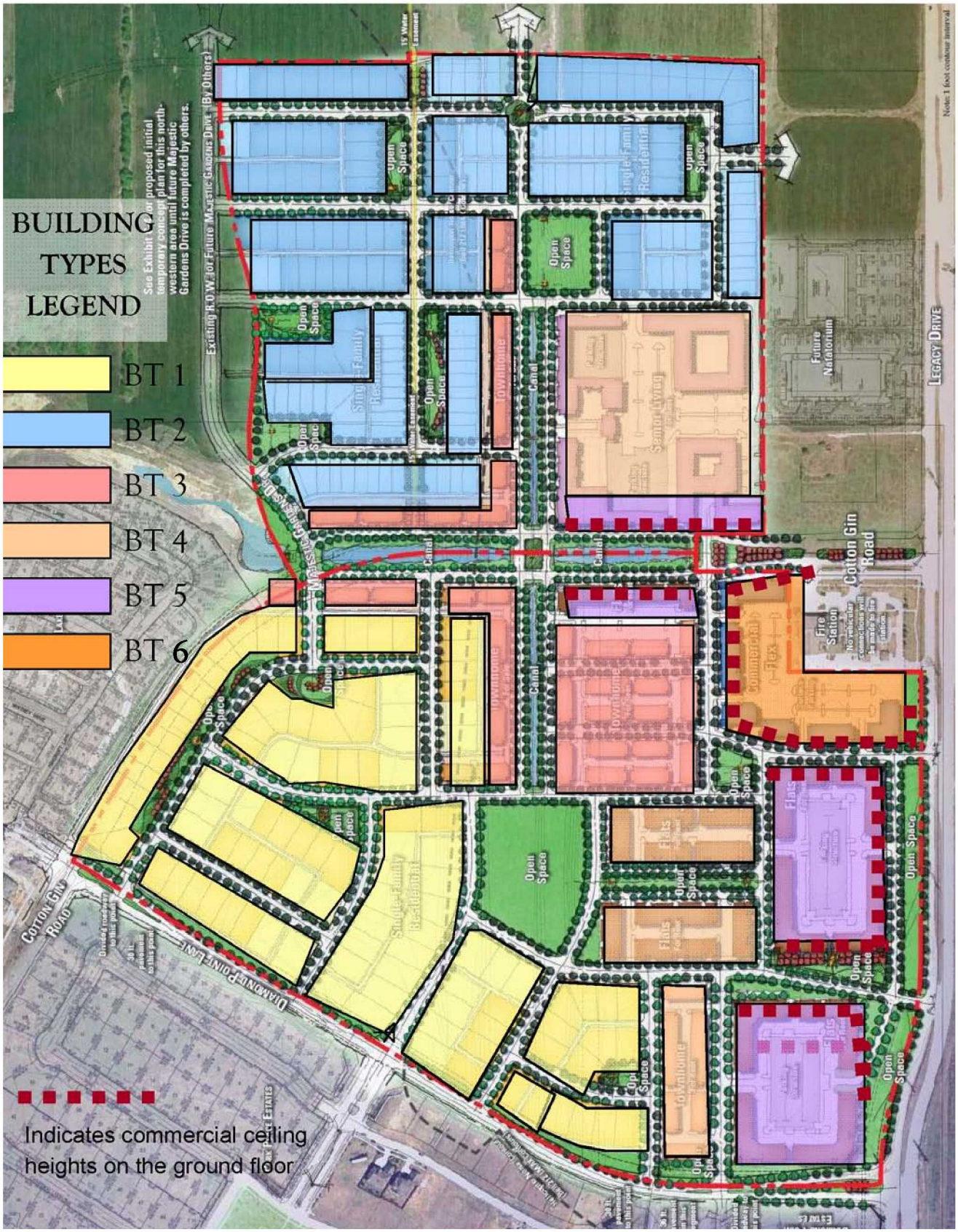
Section I. ESTABLISHMENT OF BUILDING TYPES AND ZONING

This Planned Development District establishes the following Building Types and Land Uses which are related to the associated Zoning Districts where appropriate.

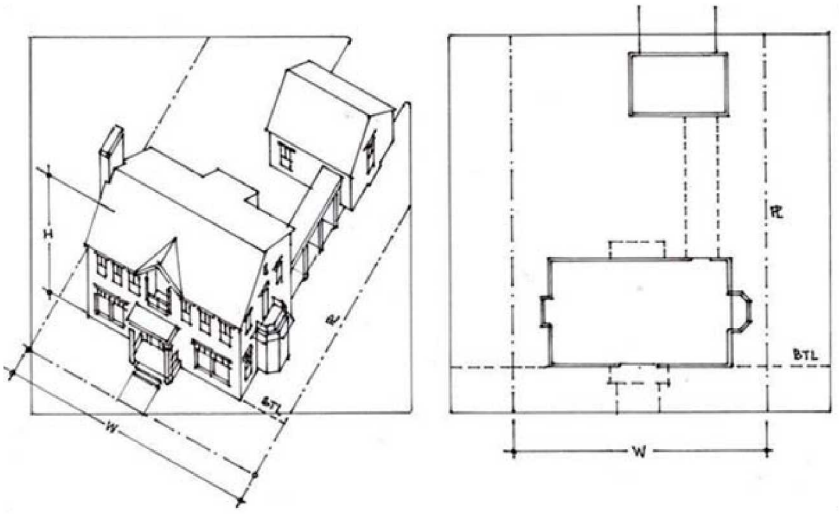
1. Building Type 1 (BT 1)
    a. Single Family detached dwellings
    b. Unless otherwise regulated by this PD, the "BT 1 Manor Homes" shall be developed in accordance with the Single Family-8.5 District as it exists or may be amended.
    c. Unless otherwise regulated by this PD, the "BT 1 Estate Homes" 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



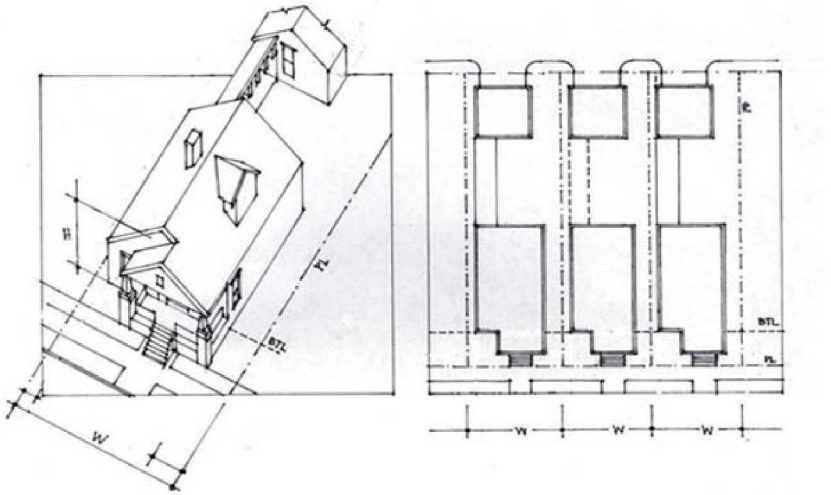
Section III. BUILDING TYPES 1, 2, 3



BUILDING TYPE 1 (BT 1)

Manor Homes – (SF-8.5)

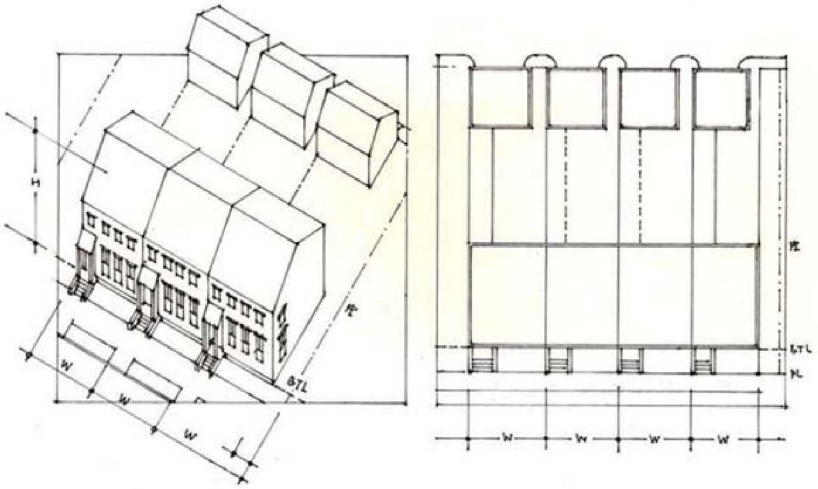
Estate Homes – (SF-7)



BUILDING TYPE 2 (BT 2)

Village Homes – (PH-55)

Cottage Homes – (PH-40)



BUILDING TYPE 3 (BT 3)

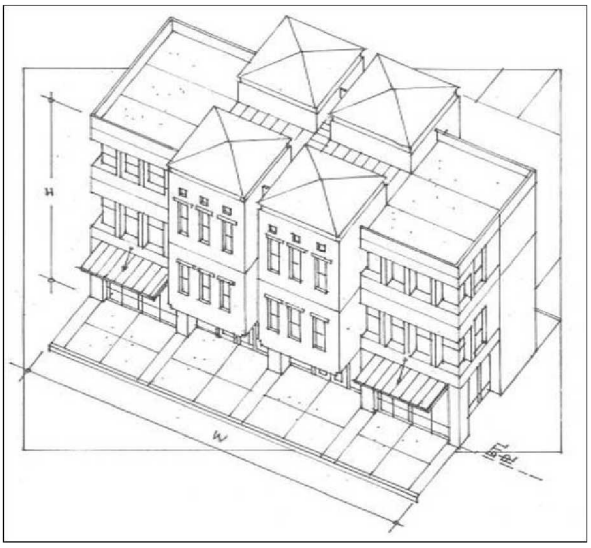
Townhomes – (TH)

Section IV. BUILDING TYPES 4, 5, 6



BUILDING TYPE 4

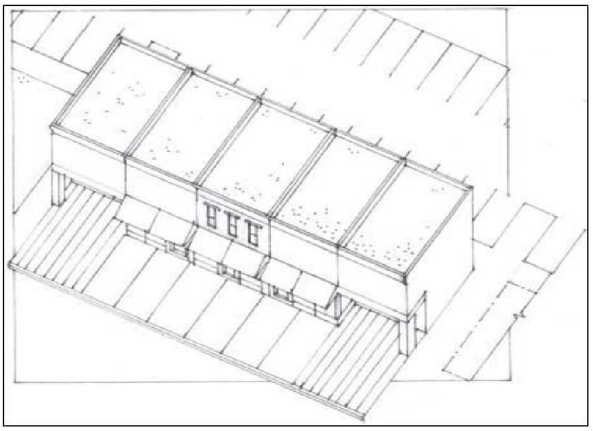
- Ground floor multifamily
- Upper floors multifamily
- Comply with multifamily building standards



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

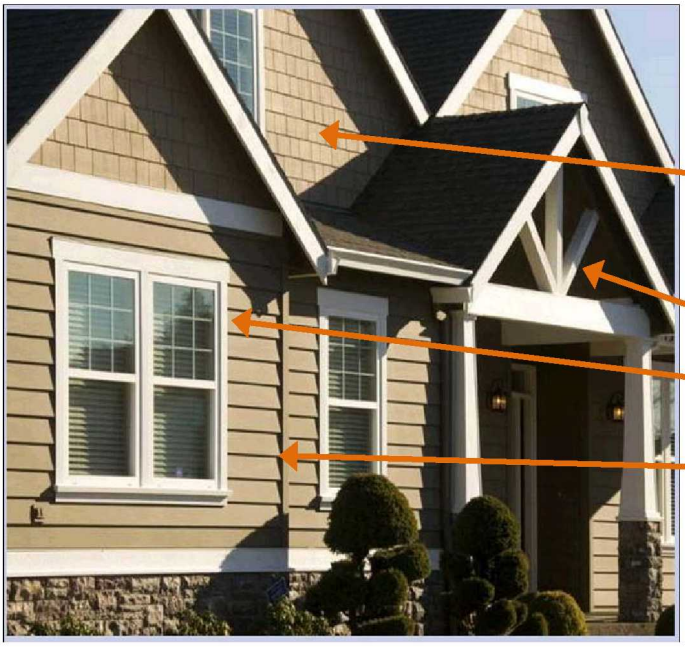
Section V. BUILDING STANDARDS FOR BUILDING TYPES 1, 2, 3: SINGLE FAMILY ATTACHED AND DETACHED

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, caststone, 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).**



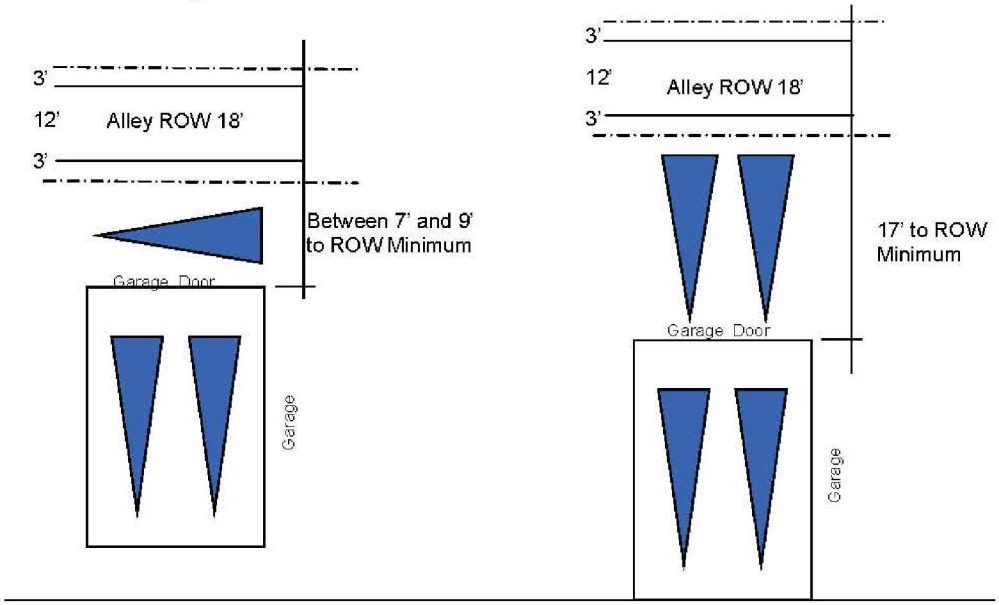
1.c. Cementitious Fiberboard Rules:

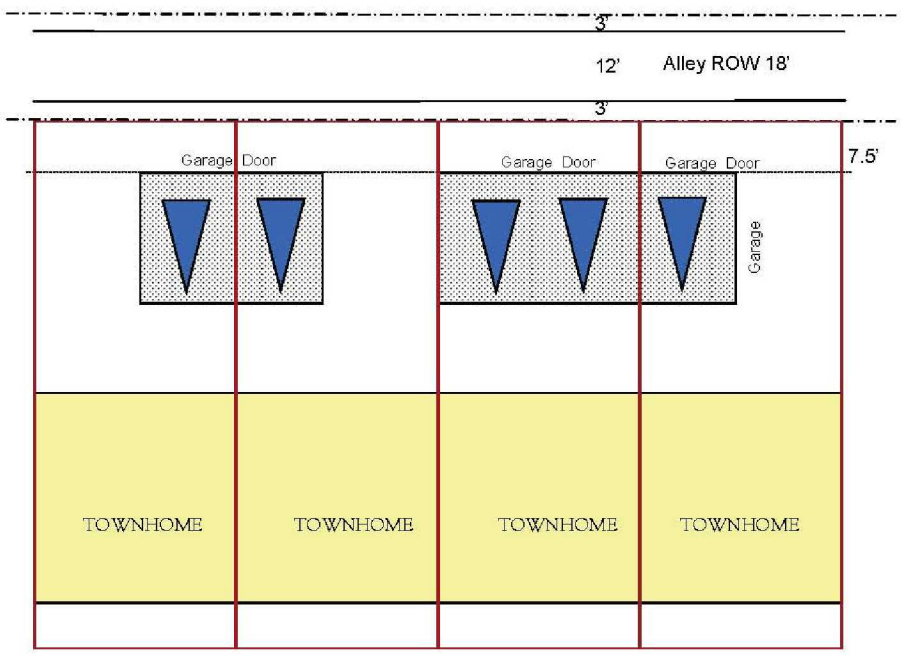
i. The color scheme shall consist of at least three colors: one for the Trim, one for the Clapboard and one other color to be selected;
ii. Soffits shall be finished and painted.
iii. All windows shall have trimmed window surrounds, or have shutters;
iv. Lap-sided clapboard style or simulated shingle style is required.
v. Pattern Book of styles shall be approved by P&Z in conjunction with the Preliminary Plat.

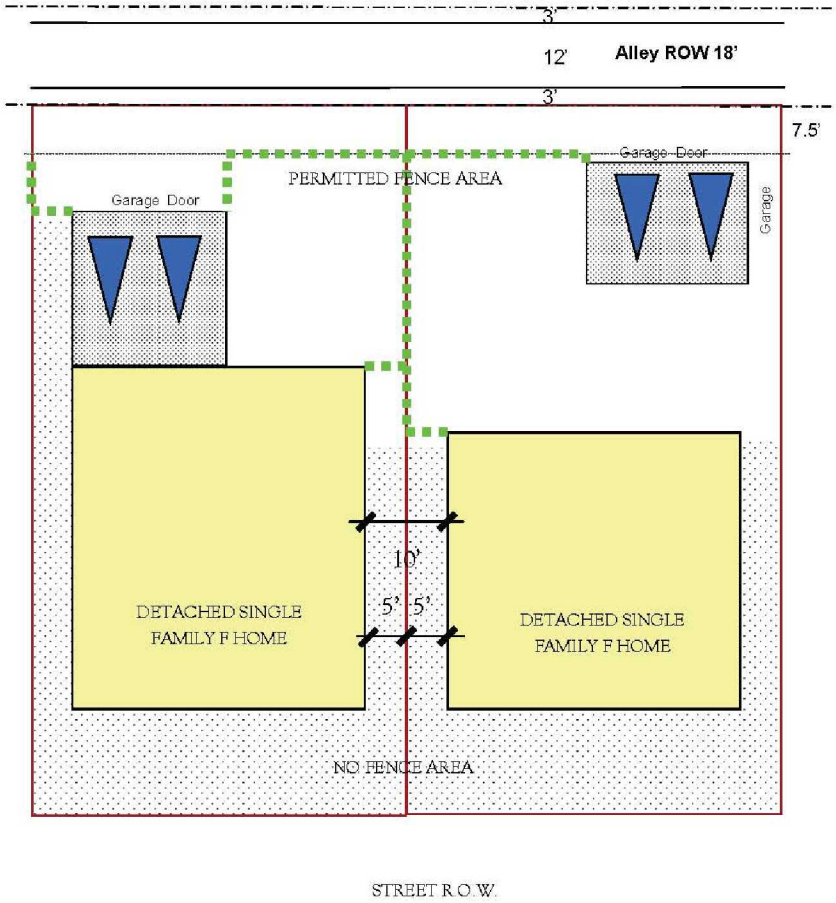
BUILDING TYPE MATRIX FOR BUILDING TYPES 1, 2, 3

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 [13]	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) On blocks with more than one building type, a consistent block setback shall be established on the plat.
(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

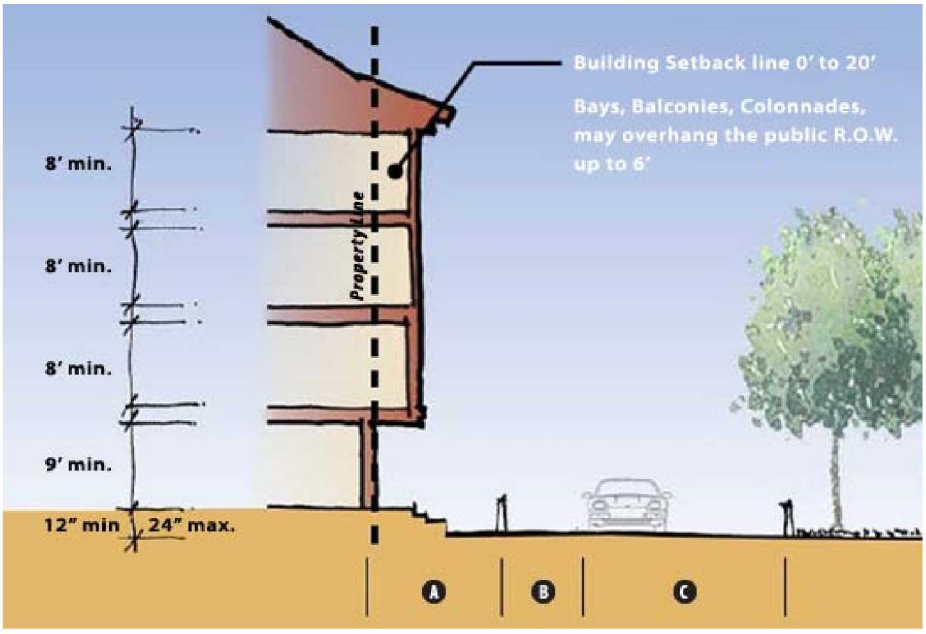
* This requirement shall not supersede fair housing and accessibility regulations.

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.

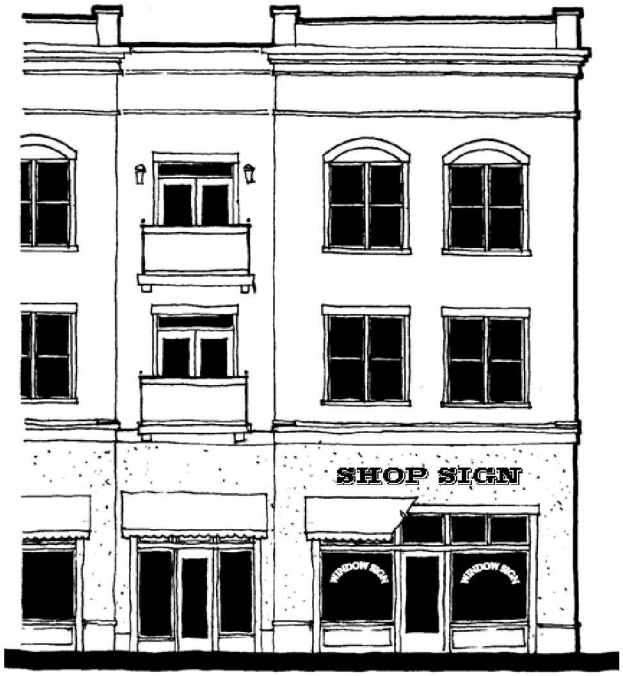
b. Ground floor height - the ground floor plate height shall be set to accommodate a minimum 9 foot ceiling height within the primary rooms of the ground floor units, excluding kitchens, bathrooms and bedrooms.

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***

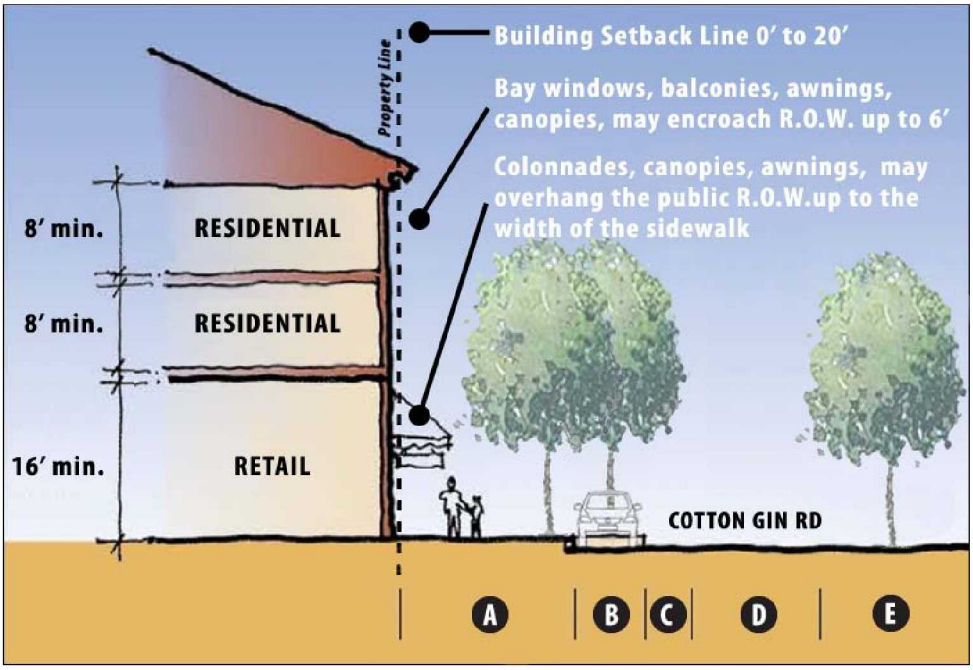
BUILDING TYPE 5, 6: COMMERCIAL BUILDING STANDARDS



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 streetwall 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 streetwall 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

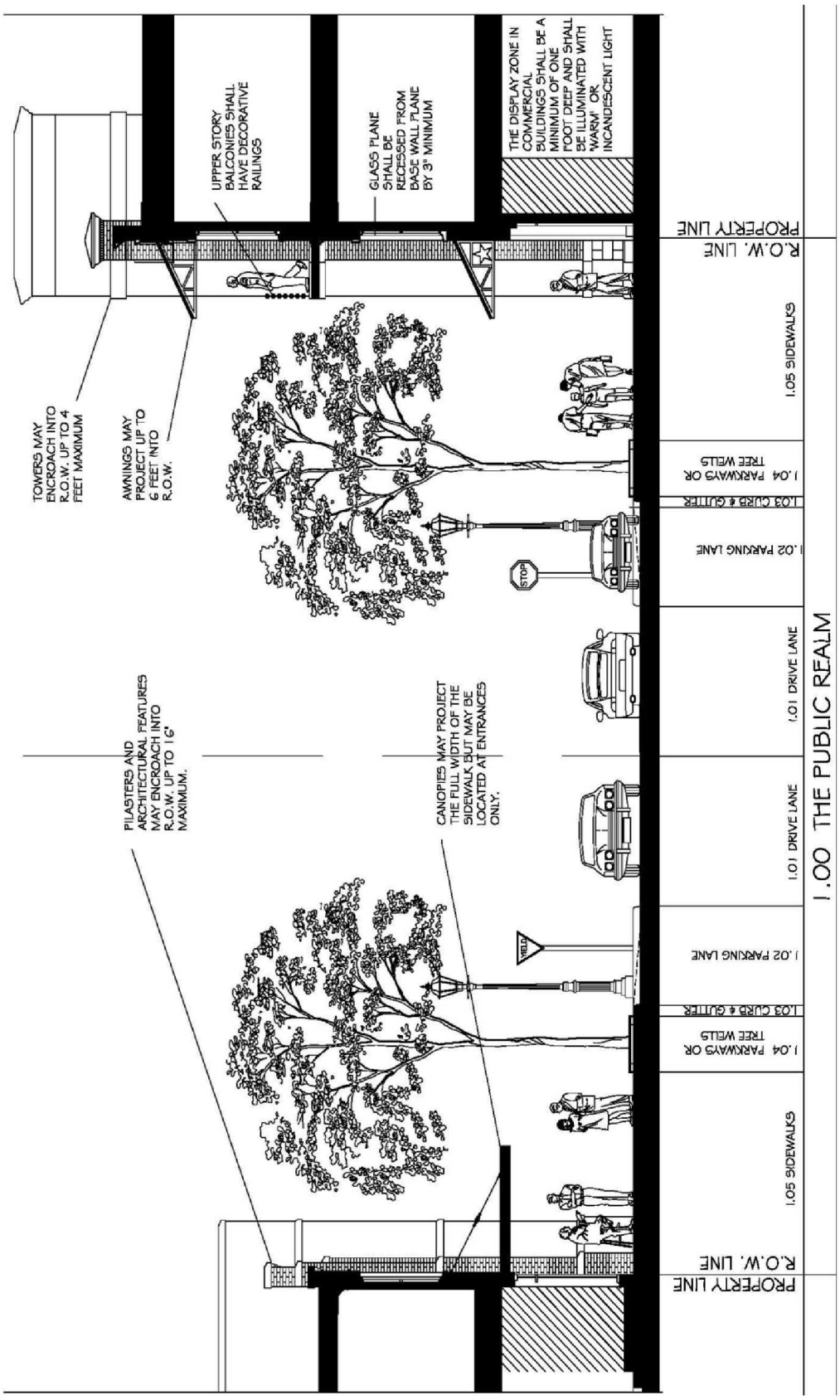
1. Materials—Permitted and Prohibited:

a. Minimum exterior façade—90 percent masonry façade. Acceptable masonry includes brick, stone, caststone, 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 leaseable 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 leaseable 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'.

AGENDA ITEM #27.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **2/20/2013**

Agenda Caption: **Consider and act upon adoption of an Ordinance to rezone and reclassify 34.0± acres from Commercial-1 (C-1), Multifamily-15 (MF-15), and Planned Development-9-Multifamily-19/Commercial-1/Patio Home (PD-9-MF-19/C-1/PH) to Single Family-7 (SF-7) on the northeast corner of Wyndbrook Drive and Towne Bridge Drive, and the areas east of Kings Ridge Road, north of Huntington Road. Neighborhood #19. Case No. Z12-0022.**

Action Requested: City Council adoption of an Ordinance granting the rezoning of 34.0± acres from PD-9-MF-19/C-1/PH to SF-7.

Background Information: On December 18, 2012, the City Council held a Public Hearing and directed staff to prepare an ordinance by a vote of 6-0.

Board Review/Citizen Input: On November 27, 2012, the Planning & Zoning Commission held a public hearing and voted 5-0 to recommend approval of the request. Commissioner Russell was absent.

Alternatives: The City Council can:

- Approve the Ordinance;
- Approve the Ordinance with modifications,
- Deny the Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:

- City Council Outcome Memo dated December 19, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

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 19, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, December 18, 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 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.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

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	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, AND CITY OF FRISCO ORDINANCE NOS. 06-07-61, 94-06-06, AND 90-08-03; REZONING 34.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE GEORGE MCNEIL SURVEY, ABSTRACT NO. 608 IN THE CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED COMMERCIAL-1, MULTIFAMILY-15, AND PLANNED DEVELOPMENT-9-MULTIFAMILY-19 / COMMERCIAL-1 / PATIO HOME (PD-9-MF-19/C-1/PH), IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-7 (SF-7); 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 amend Frisco's Zoning Ordinance No. 11-04-09, and Frisco's Ordinance Nos. 90-08-03, 94-06-06 and 06-07-01; and

WHEREAS, Frisco has received a request from the Rolater Road Homeowners' Association (the "Applicant") to rezone 1.0 acre of land, more or less, situated in the George McNeil Survey, Abstract No. 608, in the City of Frisco, Collin County, Texas; and

WHEREAS, Frisco also initiated a request on behalf of Frisco Independent School District ("Frisco ISD") and itself to rezone 33.0 acres of land, more or less, which includes 1.4 acres of Preston Ridge Park, a City of Frisco Park, ("Parkland") situated in the George McNeil Survey, Abstract No. 608, in the City of Frisco, Collin County, Texas; and

WHEREAS, the amendments set forth herein shall not affect the status of the Parkland as a City park; 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 subject to certain conditions precedent being met to receive a building permit for the zoning granted herein.

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 Zoning Ordinance No. 11-04-09, and Frisco's Ordinance Nos. 06-07-61, 94-06-06 and 90-08-03. Zoning Ordinance No. 11-04-09 is hereby amended as follows. The zoning designation of the below-described property containing the total 34.0 acres of land, more or less, situated in the George McNeil Survey, Abstract No. 608 in the City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-7. The Property as a whole and the boundaries are more particularly described in **Exhibit "A"**, attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property and Tract locations are depicted on **Exhibit "A-1"** attached hereto.

Zoning **Exhibit "B"** attached hereto is incorporated for all purposes as if set forth verbatim. Except as amended by this Ordinance, the Property's rezoning 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 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 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 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, 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 7. 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 8. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ____ day of _____, 2013.

_____
MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

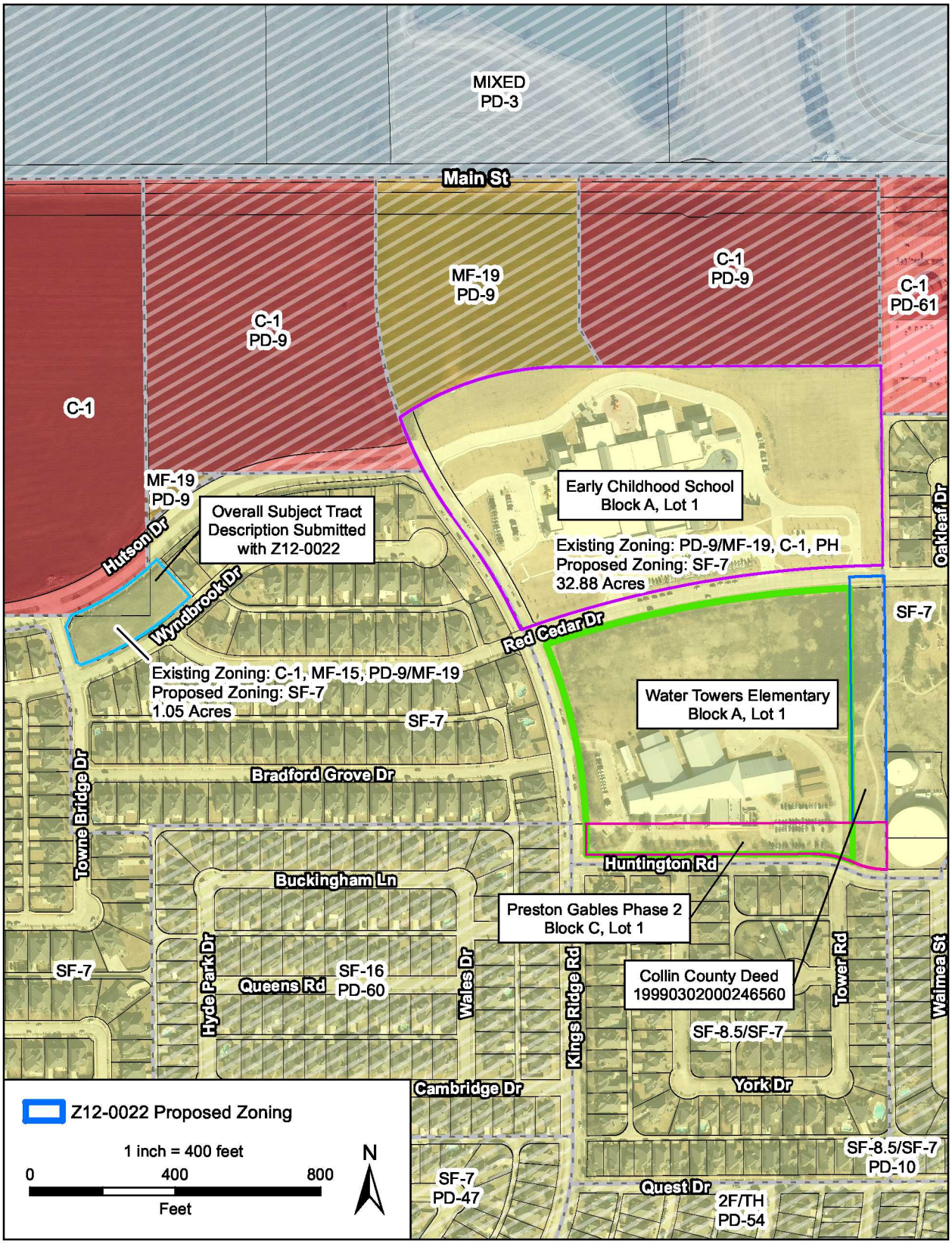
APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit A (1 of 6)

Z12-0022
Meadows of Preston Phase 2, FISD & City of Frisco Property



NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, the Frisco Independent School District acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the hereinabove described property as WATER TOWERS ELEMENTARY, BLOCK A, LOT 1, an addition to the City of Frisco, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. The Frisco Independent School District does herein certify the following:

1. The streets and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Frisco.
5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
7. The City of Frisco and public utilities shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

ACCESS EASEMENTS

The undersigned covenants and agrees that the access easement(s) may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

FIRE LANE EASEMENTS

The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with City standards and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to City standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to City standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

WITNESS OUR HANDS this 20 day of August, 1999.

Richard Wilkinson
Frisco Independent School District
Title: Asst. Superintendent for Facilities & Finance

Kathleen Seei
City of Frisco
Title: Mayor

STATE OF TX
COUNTY OF Collin

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TX, on this day personally appeared Richard Wilkinson 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 therein expressed.

Given under my hand and seal of office this the 20 day of August, 1999.

Kim Mills
Notary Public in and for
The State of TX

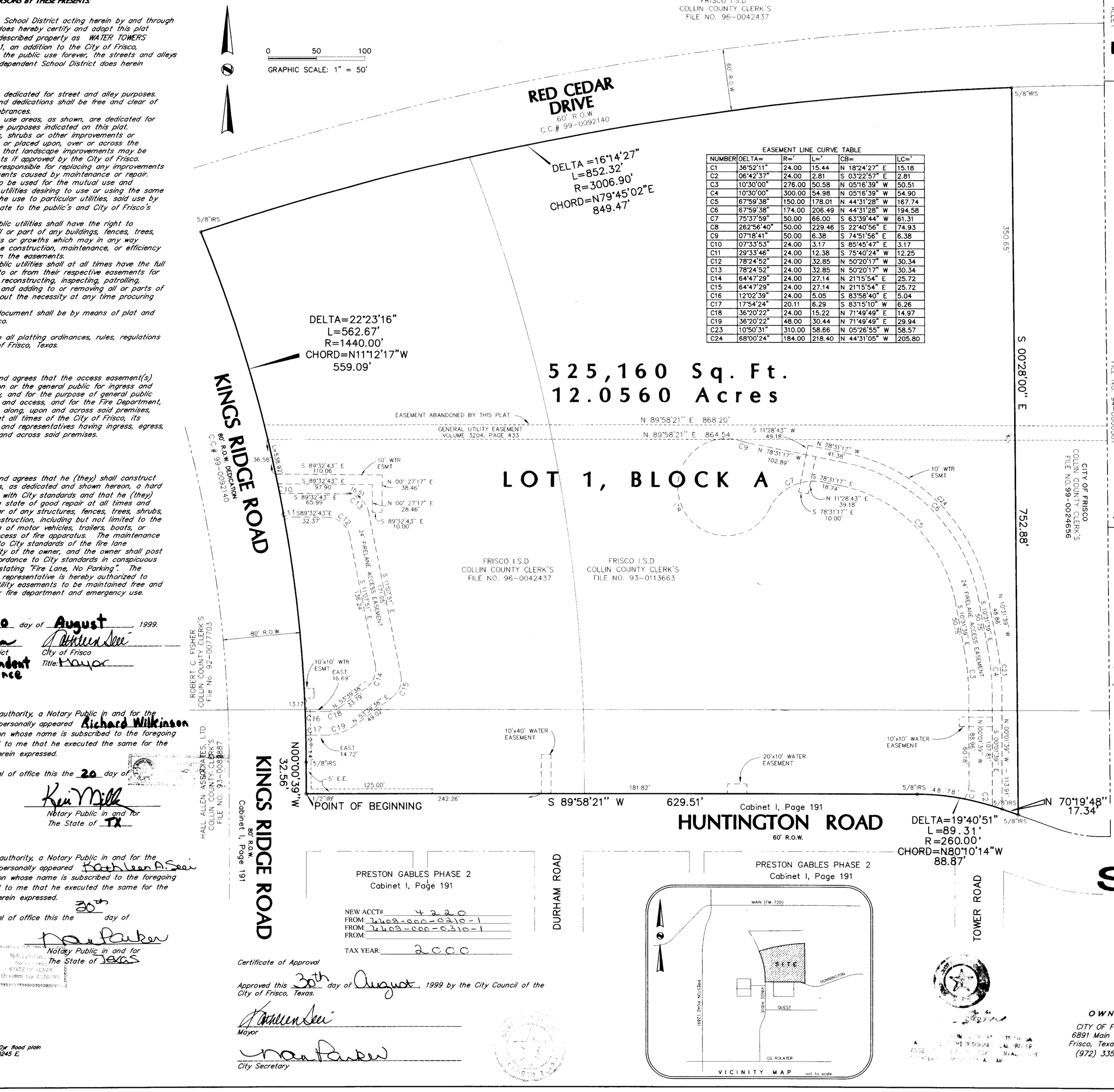
STATE OF Texas
COUNTY OF Collin

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Kathleen A. Seei 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 therein expressed.

Given under my hand and seal of office this the 30th day of August, 1999.

Dan Parker
Notary Public in and for
The State of Texas

FEMA 100yr Statement:
This tract is not within the 100yr flood plain as shown by Map No. 48085C0245 E, dated April 2, 1991.



EASEMENT LINE CURVE TABLE

NUMBER	DELTA=	R='	L='	CB=	LC='
C1	36°52'11"	24.00	15.44	N 18°24'27" E	15.18
C2	06°42'37"	24.00	2.81	S 03°22'57" E	2.81
C3	10°30'00"	276.00	50.58	N 05°16'39" W	50.51
C4	10°30'00"	300.00	54.98	N 05°16'39" W	54.90
C5	67°59'38"	150.00	178.01	N 44°31'28" W	167.74
C6	67°59'38"	174.00	206.49	N 44°31'28" W	194.58
C7	75°37'59"	50.00	66.00	S 63°39'44" W	61.31
C8	262°56'40"	50.00	229.46	S 22°40'56" E	74.93
C9	07°18'41"	50.00	6.38	S 74°51'56" E	6.38
C10	07°33'53"	24.00	3.17	S 85°45'47" E	3.17
C11	29°33'46"	24.00	12.38	S 75°40'24" W	12.25
C12	78°24'52"	24.00	32.85	N 50°20'17" W	30.34
C13	78°24'52"	24.00	32.85	N 50°20'17" W	30.34
C14	64°47'29"	24.00	27.14	N 21°15'54" E	25.72
C15	64°47'29"	24.00	27.14	N 21°15'54" E	25.72
C16	12°02'39"	24.00	5.05	S 83°58'40" E	5.04
C17	17°54'24"	20.11	6.29	S 83°15'10" W	6.26
C18	36°20'22"	24.00	15.22	N 71°49'49" E	14.97
C19	36°20'22"	48.00	30.44	N 71°49'49" E	29.94
C23	10°50'31"	310.00	58.66	N 05°26'55" W	58.57
C24	68°00'24"	184.00	218.40	N 44°31'05" W	205.80

Certificate of Approval

Approved this 30th day of August, 1999 by the City Council of the City of Frisco, Texas.

Kathleen Seei
Mayor

Dan Parker
City Secretary

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, Frisco Independent School District and The City of Frisco are the owners of a tract of land situated in the George McNeil Survey, Abstract No. 608, Collin County, Texas, and being part of Tract 1, Block C of Preston Gables Phase 2, an addition to the City of Frisco as recorded in Cabinet I, Page 191, Collin County Plat Records, Texas, and being part of that certain tract of land conveyed to Frisco I.S.D. recorded in the Collin County Clerk's File No. 93-0113663 and Frisco I.S.D. recorded in the Collin County Clerk's File No. 96-0042437 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner situated in the intersection of the north line of Huntington Road (60'R.O.W.) and the east line of Kings Ridge Road (80'R.O.W.);

THENCE N00°00'39"W, along the east line of said Kings Ridge Road, a distance of 32.56 feet to a 5/8" iron rod set for corner and the beginning of a curve to the left;

THENCE along the curving east line of said Kings Ridge Road passing at an arc distance of 53.84 feet the northwest corner of the aforementioned Tract 1, and the southeast corner of Kings Ridge Road right of way as dedicated by plat recorded in Collin County Clerk No. 99-0092140, Collin County Land Records, Texas, and continuing along said curving east line of Kings Ridge Road having a central angle of 22°23'16", a radius of 1440.00 feet and a chord bearing and distance of N11°12'17"W, 559.09 feet;

THENCE along said curve to the left and with said curving east line of Kings Ridge Road a total arc distance of 562.67 feet to a 5/8" iron rod set for corner at the intersection of said curving east line with the curving south line of Red Cedar Drive (60' R.O.W.), as dedicated by the said right of way dedication plat recorded in County Clerk No. 99-0092140, said curving south line being a curve to the right having a central angle of 16°14'27", a radius of 3006.90 feet and a chord bearing and distance of N79°45'02"E, 849.47 feet;

THENCE along said curving south line and said curve to the right an arc distance of 852.32 feet to a 5/8" iron rod set for corner;

THENCE S00°28'00"E, departing said curving south line, a distance of 752.88 feet to a 5/8" iron rod set for corner in the aforementioned north line of Huntington Road;

THENCE along the north line of said Huntington Road the following:

N70°19'48"W, a distance of 17.34 feet to a 5/8" iron rod set for corner and the beginning of a curve to the left;

Along said curve having a delta angle of 19°40'51", a radius of 260.00 feet, an arc length of 89.31 feet, and a chord bearing and distance of N80°10'14"W, 88.87 feet to a 5/8" iron rod set for corner;

S89°58'21"W, a distance of 629.51 feet to the POINT OF BEGINNING and containing 525,160 square feet or 12.0560 acres of land.

KNOW ALL MEN BY THESE PRESENTS:

That I, John R. Piburn, Jr., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Frisco, Texas.

John R. Piburn, Jr., R.P.L.S.
Registration No. 3689

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John R. Piburn, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 24th day of August, 1999.

Diane L. Schultz
Notary Public in and for
the State of Texas

Diane L. Schultz
NOTARY Public, State of Texas
NOTARY Comm. Expires 04/23/00

S4220

FINAL PLAT

WATER TOWERS ELEMENTAR

12.0560 ACRES - LOT 1, BLOCK A

SITUATED IN THE

GEORGE MCNEIL SURVEY, ABSTRACT NO. 608

CITY OF FRISCO, COLLIN COUNTY, TEX

OWNER:	OWNER:	SURVEYORS:
CITY OF FRISCO 6891 Main Street Frisco, Texas 75034 (972) 335-5555	FRISCO INDEPENDENT SCHOOL DISTRICT 6942 Maple Street Frisco, Texas (972) 335-6000	BROCKETTE/DAVIS/DRAKE, INC. Civil & Structural Engineering Surv 4144 North Central Expressway Suite 1100 Dallas, Texas 7520 (214) 824-3647, fax (214) 824-

SCALE: 1" = 50'

DATE :

Exhibit A (2 of 6)

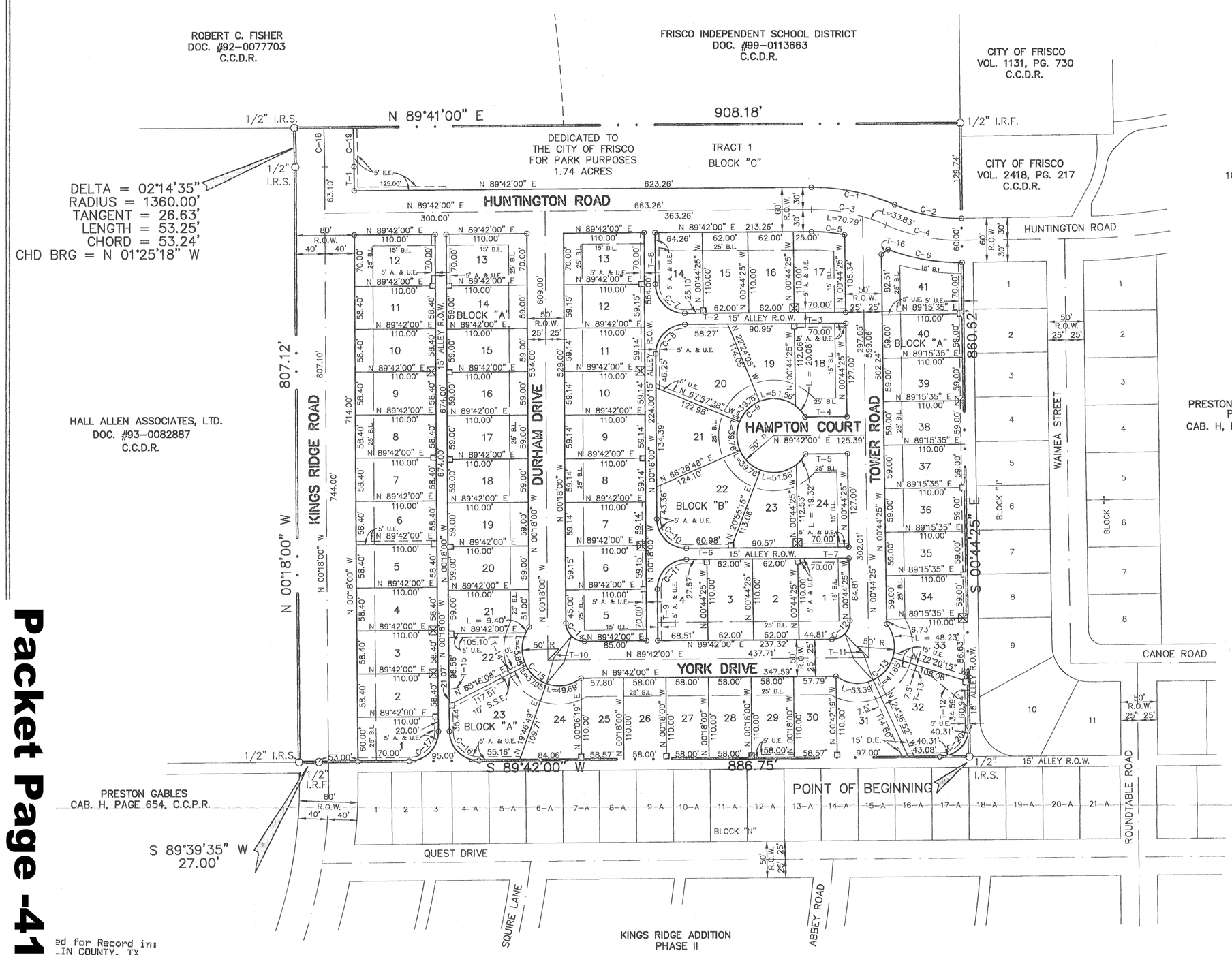
AGENDA ITEM #27.

Filed f
COLLIN
HONORAI
On
At
Number:
Type :
in:
STARNES
.343
919
.00

AGENDA ITEM #27.

Packet Page -412-

Exhibit A (3 of 6)



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	280.00'	117.17'	59.46'	116.32'	N 78°18'42" W	23°58'36"
C-2	220.00'	93.75'	47.60'	93.05'	N 78°31'55" W	24°25'01"
C-3	250.00'	104.62'	53.09'	103.86'	N 78°18'42" W	21°25'10"
C-4	250.00'	106.54'	54.09'	105.73'	N 78°31'55" W	24°25'01"
C-5	220.00'	45.35'	22.76'	45.27'	N 84°23'39" W	11°48'42"
C-6	280.00'	103.05'	52.11'	102.47'	S 80°11'10" E	23°07'57"
C-7	40.00'	62.83'	40.00'	56.57'	N 45°18'00" W	90°00'00"
C-8	40.00'	62.83'	40.00'	56.57'	N 44°42'00" E	90°00'00"
C-9	50.00'	261.80'	28.87'	50.00'	N 00°18'00" W	300°00'00"
C-10	40.00'	62.83'	40.00'	56.57'	N 45°18'00" W	90°00'00"
C-11	40.00'	62.83'	40.00'	56.57'	N 44°42'00" E	90°00'00"
C-12	25.00'	39.46'	25.19'	35.49'	N 44°28'47" E	90°26'25"
C-13	50.00'	143.27'	359.87'	99.05'	S 44°28'47" W	164°10'48"
C-14	25.00'	39.27'	25.00'	35.36'	S 45°18'00" E	90°00'00"
C-15	50.00'	142.89'	350.00'	98.99'	S 45°18'00" E	163°44'23"
C-16	40.00'	62.83'	40.00'	56.57'	S 45°18'00" E	90°00'00"
C-17	40.00'	62.83'	40.00'	56.57'	S 44°42'00" W	90°00'00"
C-18	1400.00'	53.26'	26.63'	53.25'	N 01°23'23" W	02°10'46"
C-19	1440.00'	53.27'	26.64'	53.26'	S 01°21'35" E	02°07'10"
C-20	40.00'	63.14'	40.31'	56.79'	S 44°28'47" W	90°26'25"

LINE	DIRECTION	DISTANCE
T-1	N 00°18'00" W	33.10'
T-2	N 89°42'00" E	219.10'
T-3	N 89°42'00" E	219.22'
T-4	N 89°42'00" E	56.89'
T-5	N 89°42'00" E	57.28'
T-6	N 89°42'00" E	221.55'
T-7	N 89°42'00" E	221.67'
T-8	N 00°18'00" W	70.00'
T-9	N 00°18'00" W	70.00'
T-10	N 44°42'00" E	21.21'
T-11	N 45°31'13" W	21.30'
T-12	S 50°26'42" E	67.90'
T-13	N 72°20'15" W	56.00'
T-14	N 63°16'08" E	58.67'
T-15	S 78°55'56" W	51.37'
T-16	S 55°18'51" W	11.17'

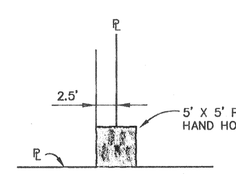
LEGEND

I.R.S.	1/2" IRON ROD SET
I.R.F.	1/2" IRON ROD FOUND
	STREET NAME CHANGE
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
A. & U.E.	ALLEY AND UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
R	RADIUS
	1/2" IRON ROD SET UNLESS OTHERWISE NOTED

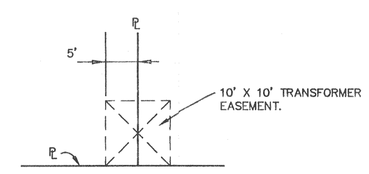
NOTE:

Interior side yard set backs shall be 6' according to PD-9, Zoning ord. 90-08-03.

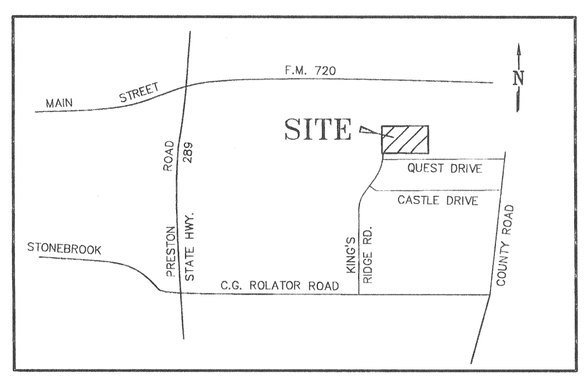
Rear yard shall be 10' and garage setback from alley shall be 20'.



TYPICAL ELECTRIC
PEDESTAL/HAND HOLE ESMT.
N.T.S.



TYPICAL ELECTRIC
TRANSFORMER EASEMENT
N.T.S.



LOCATION MAP
N.T.S.

OWNER'S CERTIFICATE

STATE OF TEXAS §
§
COUNTY OF COLLIN §

WHEREAS, HALL ALLEN ASSOCIATES, LTD., a Texas limited partnership is the owner of a 17.985-acre tract of land in the City of Frisco, Collin County, Texas, a part of the GEORGE McNIEL SURVEY, Abstract Number 608, and being a part of a 40.000-acre tract of land conveyed to HALL ALLEN ASSOCIATES, LTD., from Robert C. Fisher on September 28, 1993, and recorded in Document Number 93-0082887 of the Official Public Records of Real Property of Collin County, Texas, and being further described as follows:

BEGINNING at a 1/2-inch iron rod set at the southeast corner of said 40.000-acre tract, said point being the southwest corner of Preston Oaks Addition, Phase III, an addition to the City of Frisco as recorded in Cabinet H, Page 475, Collin County Plat Records, said point also being in the north line of Kings Ridge Addition, Phase II, an addition to the City of Frisco as recorded in Cabinet F, Page 542, Collin County Plat Records;

THENCE South 89°42'00" West along the south line of said 40.000-acre tract, at 873.75 feet passing a 1/2-inch iron rod found at the northwest corner of said Kings Ridge Addition, Phase II, said point also being the northeast corner of Preston Gables, an addition to the City of Frisco as recorded in Cabinet H, Page 654, Collin County Plat Records, in all a total distance of 886.75 feet to a 1/2-inch iron rod set for corner in the north line of said Preston Gables;

THENCE South 89°39'35" West, 27.00 feet along the south line of said 40.000-acre tract and along the north line of Preston Gables to a 1/2-inch iron rod set for corner;

THENCE North 00°18'00" West, 807.12 feet to a 1/2-inch iron rod set for corner;

THENCE Northwesterly, 53.25 feet along a curve to the left which has a central angle of 02°14'35", a radius of 1,360.00 feet, a tangent of 26.63 feet, and whose chord bears North 01°25'18" West, 53.24 feet to a 1/2-inch iron rod set for corner in the north line of said 40.000-acre tract;

THENCE North 89°41'00" East, 908.18 feet along the north line of said 40.000-acre tract to a 1/2-inch iron rod found at the northeast corner of said 40.000-acre tract, said point being in the west line of a 1.000-acre tract of land conveyed to the City of Frisco as recorded in Volume 1131, Page 730, Collin County Deed Records;

THENCE South 00°44'25" East along the east line of said 40.000-acre tract, at 18.45 feet passing the southwest corner of said 1.000-acre tract, said point being the northwest corner of a 0.45-acre tract of land conveyed to the City of Frisco as recorded in Volume 2418, Page 217, Collin County Deed Records, at 129.74 feet passing the southwest corner of said 0.45-acre tract and the northwest corner of said Preston Oaks Addition, Phase III, in all a total distance of 860.62 feet to the POINT OF BEGINNING and containing 783,422 square feet or 17.985 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HALL ALLEN ASSOCIATES, LTD., A Texas Limited Partnership, does hereby adopt this plat as "PRESTON GABLES, PHASE 2" an addition to the City of Frisco, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and does hereby dedicate the easement strips shown on this plat of the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

EXECUTED THIS 3rd day of March, 1994.

HALL ALLEN ASSOCIATES, LTD.,
a Texas Limited Partnership

By: MGP III, Inc.
General Partner

By: _____
Larry E. Levey
Its: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared LARRY E. LEVEY , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March 1994.

NANCY S. WILSON
Notary Public, State of Texas
My Commission Expires 11-25-1995

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan B. Ramsey, do hereby certify that I prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Frisco, Texas.

STATE OF TEXAS
REGISTERED
DAN B. RAMSEY
4172
PROFESSIONAL
LAND SURVEYOR

_____
Dan B. Ramsey, R.P.L.S. No. 4172

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared DAN B. RAMSEY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March 1994.

DEBBIE COTHRAN
MY COMMISSION EXPIRES
December 6, 1994

_____
Notary Public, State of Texas

CITY APPROVAL

Approved this 23rd day of March, 1994.

By: _____
Mayor, City of Frisco

Attest: _____
City Secretary

SEAL OF THE CITY OF FRISCO, TEXAS

Final Plat

PRESTON GABLES PHASE 2

17.985 ACRES OUT OF
GEORGE MCNEIL SURVEY, ABSTSTRACT 608
CITY OF FRISCO
COLLIN COUNTY, TEXAS

HALL ALLEN ASSOCIATES, LTD.,
A TEXAS LIMITED PARTNERSHIP — OWNER
2655 VILLA CREEK DRIVE, SUITE 170
Dallas, Texas 75234
Tel: (214)241-2655

JONES & BOYD, INC. — ENGINEER/PLANNER
17300 Dallas Parkway, Suite 3010
Dallas, Texas 75248
Tel: (214)248-7676

65 LOTS — FEBRUARY 1994 — SHEET 1 OF 1 — PROJECT # HF415

Recorded for Record in:
COLLIN COUNTY, TX
GRABLE HELEN STARNES
On 1994/03/25
At 10:41A
Number: 94- 0028553
Type : PL 16.00
I-191

HF415FP.DWG

20090507010001170 05/07/2009 02:06:25 PM PL 1/2

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/07/2009 02:06:25 PM
$31.00 BPETERSON
20090507010001170

2009/186

9754

Packet Page -413-

Exhibit A (4 of 6)

AGENDA ITEM #27.

Frisco Town Center Properties, LP
Vol. 99-0149403

5/8" Iron Rod Found
Replaced By
City Monument Set
N= 7,106,092.5942
E= 2,491,167.2472
Z= 792.30

5/8" Iron Rod Found
Control Mon.
N= 7,106,091.3960
E= 2,492,043.0599
Z= 792.43

N55°E, 790'± To NE Corner
G. McNeil Survey, Abst. 608

Lot 1R
Maurer Addition
Cab. J, Pg. 112

S89°55'18"E 875.81'

5/8" Iron Rod Found
Control Mon.
N= 7,105,955.6601
E= 2,490,718.5469
Z= 785.61

A=34°06'00"
R=800.00'
T=245.35'
L=476.13'
CB=N73°01'44"E
469.13'

435.02'

115.99'

40' Right Of Way
Dedication
(27,268 S.F.)

15' Drainage Easement

S11°16'34"E

S11°16'34"E

10'x10' Water Easement

24' Fire Lane, Access, & Utility Easement

Crv. 1

Crv. 2

Crv. 3

Crv. 4

Crv. 5

Crv. 6

Crv. 7

Crv. 8

Crv. 9

Crv. 10

Crv. 11

Crv. 12

Crv. 13

Crv. 14

Crv. 15

Crv. 16

N79°21'20"E 174.51'

174.51'

84.33'

75.18'

106.31'

128.10'

131.81'

40'

40' Right Of Way

N66°12'36"E
105.15

260.95'

263.85'

A=16°24'17"
R=1060.00'
T=152.79'
L=303.50'
CB=N27°11'09"W
302.46'

15' Water Easement

125.69'

142.69'

N78°43'26"E 47.67'

47.67'

62.79'

4.44'

N55°40'09"E
62.53'

N24°36'43"E
17.16'

117.10'

N35°23'17"W 91.80'

8.50'

"+" Cut Set

107.42'

18.35'

S24°36'18"E
16.53'

N58°38'59"E
73.97'

43.39'

73.77'

10.19'

N59°35'10"E
109.77'

S69°39'18"E 168.22' 219.94' 9.51'

231.07'

Sidewalk Easement

20'

15'

50.79'

353.15'

N78°43'26"E

353.15'

155.52'

15' Water Easement

84.39'

84.67'

S09°59'05"E

S11°16'34"E
70.22'

64.67'

S01°38'05"E 106.19'

S01°38'05"E 108.02'

43.10'

223.95'

952.15'

175.34'

198.76'

35.64'

S11°16'34"E
58.06'

N14°43'03"E
97.86'

61.20'

10'x10' Water Easement

Drainage & Detention Easement

2' Sidewalk Easement

40' Right Of Way Dedication
(27,268 S.F.)

N66°11'47"W
14.80'

196.47'

216.23'

30'

30'

Right Of Way

"+" Cut Set

A=09°51'17"
R=1480.00'
T=1127.59'
L=254.55'
CB=N29°01'56"W
254.24'

A=10°05'21"
R=1440.00'
T=127.11'
L=253.57'
CB=N28°53'42"W
253.24'

A=19°00'18"
R=3066.90'
T=513.36'
L=1017.30'
CB=S80°10'40"W
1012.64'

10'x10' Water Easement

30.20'

S73°53'50"E 192.20'

S73°53'50"E 192.20'

2.94'

S11°16'34"E 116.50'

S11°16'34"E 116.50'

95.71'

East 92.99'

15' Water Esmt.

73.12'

East 105.71'

24' Fire Lane, Access, & Utility Easement

549.87'

544.87'

S00°21'16"E

20' Alley

Block O

28

29

30

31

32

138.49'

2' Sidewalk Easement

5'x15' Right Of Way
Dedication (37 S.F.)
S71°06'57"W
15.82'

R002

1/2" Iron Rod Set
Replaced By
City Monument Set
N= 7,105,546.5494
E= 2,492,049.5859
Z= 796.32

30'

30'

Right Of Way

Hillcrest Highlands
Phase I
Cab. I, Pg. 622

0 50 100
GRAPHIC SCALE
1"=50'

Hutson Drive
(88' R.O.W.)
Vol. 4729, Pg. 859

Kings Ridge Road

R001

Cab. O, Pg. 206

Meadows Of Preston
Phase II
Cab. O, Pg. 206

16

17

18

37

Point of Beginning

Block A, Lot 1
16.793 Acres Gross
16.166 Acres Net

Red Cedar Drive
Vol. 99-0092140

Lot 1, Block A
Water Towers Elementary
Cab. L, Pg. 343

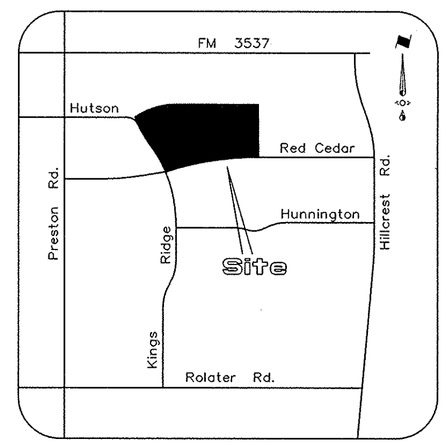
Curve Data Chart

	Inner	Outer		Inner	Outer
1	A=13°08'44" R=110.00' T=12.67' L=25.24'	A=13°08'44" R=134.00' T=15.44' L=30.74'	9	A=23°03'17" R=50.00' T=10.20' L=20.12'	A=23°03'17" R=74.00' T=15.09' L=29.78'
2	A=28°00'39" R=100.00' T=24.94' L=48.89'	A=28°00'39" R=124.00' T=30.93' L=60.62'	10	A=35°53'17" R=102.50' T=33.19' L=64.20'	A=35°53'17" R=117.50' T=38.05' L=73.60'
3	A=54°45'29" R=174.00' T=90.11' L=166.29'	A=54°45'29" R=198.00' T=102.54' L=189.23'	11	A=09°53'48" R=20.00' T=1.73' L=3.45'	
4	A=62°37'15" R=124.00' T=75.42' L=135.52'	A=62°37'15" R=148.00' T=90.02' L=161.76'	12	A=15°15'54" R=20.00' T=2.68' L=5.33'	
5	A=78°43'26" R=105.00' T=86.13' L=144.27'	A=78°43'26" R=129.00' T=105.82' L=177.24'	13	A=18°11'13" R=20.00' T=3.20' L=6.35'	
6	A=88°21'55" R=30.00' T=29.16' L=46.27'	A=88°21'55" R=54.00' T=52.48' L=83.28'	14	A=28°06'51" R=20.00' T=5.01' L=9.81'	
7	A=90°00'00" R=20.00' T=20.00' L=31.42'	A=90°00'00" R=44.00' T=44.00' L=69.12'	15	A=25°58'09" R=20.00' T=4.61' L=9.07'	
8	A=69°55'33" R=20.00' T=13.98' L=24.41'	A=69°55'33" R=44.00' T=30.77' L=53.70'	16	A=20°20'06" R=20.00' T=3.59' L=7.10'	

FROM:
R-6608-000-0310-1
FOR TAX YEAR 2010

NOTICE:
Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

This property is not located in a 100 Year Flood Plain or in an identified flood hazard area as defined by the U. S. Department of Housing and Urban Development under the Flood Disaster Protection Act of 1973, as amended.



VICINITY MAP
NTS

COUNTY OF COLLIN COUNTY, TEXAS

SHEET 1 OF 2

FINAL PLAT

EARLY CHILDHOOD SCHOOL

Block A, Lot 1
16.793 Acres Situated In The GEORGE McNEIL SURVEY ~ ABST. 608
FRISCO, COLLIN COUNTY, TEXAS

S9754

Owner
Frisco Independent School District
6942 Maple Street
Frisco, Texas 75034
Telephone 469 633-6000

Engineer & Applicant
RLK Engineering, Inc.
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
13970 CR 480
Anna, Texas 75409
Telephone 972 924-8200

April 13, 2009

Project No. SPFP08-0009

AGENDA ITEM #27.

S9754-2

Packet Page -414-

OWNER'S CERTIFICATE

STATE OF TEXAS ⨯
COUNTY OF COLLIN ⨯

WHEREAS, the Frisco Independent School District is the owner of a tract of land situated in the George McNeil Survey, Abstract No. 608, City of Frisco, Collin County, Texas, and being part of a tract of land conveyed to the Frisco I.S.D. by deed recorded in Volume 96–0042437, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut set for corner at the intersection of the north line of Red Cedar Drive (a 60' R.O.W.) and the center–line of Kings Ridge Road (a 40' R.O.W.)as recorded in Cabinet O, Page 206, Plat Records of Collin County, Texas, said point being the beginning of a curve to the left having a central angle of 10°05'21", a radius of 1440.00 feet, a tangent length of 127.11 feet, and a chord bearing N28°53'42"W, 253.24 feet;

THENCE in a northwesterly direction along said curve to the left, and with the centerline of Kings Ridge Road, an arc distance of 253.57 feet to an "x" cut set for corner and the end of said curve;

THENCE N35°23'17"W, with the centerline of Kings Ridge Road, a distance of 116.60 feet to an "x" cut set for corner and the beginning of a curve to the right having a central angle of 15°54'10", a radius of 1100.00 feet, a tangent length of 153.64 feet, and a chord bearing N27°26'13"W, 304.33 feet;

THENCE in a northwesterly direction along said curve to the right, and with the centerline of Kings Ridge Road part of the way, an arc distance of 305.31 feet to a 5/8" iron rod found for corner and the end of said curve, said point being the beginning of a non–tangent curve to the right having a central angle of 34°06'00", a radius of 800.00 feet, a tangent length of 245.35 feet, and a chord bearing N73°01'44"E, 469.13 feet;

THENCE in a northeasterly direction along said curve to the right, an arc distance of 476.13 feet to a 5/8" iron rod found for corner and the end of said curve;

THENCE S89°55'18"E, a distance of 875.81 feet to a 5/8" iron rod found for corner in the west line of Lot 1R, Maurer Addition, an addition to the City of Frisco as recorded in Cabinet J, Page 112, Plat Records of Collin County, Texas;

THENCE S00°21'16"E, a distance of 549.87 feet to a 1/2" iron rod set for corner in the afore mentioned north line of Red Cedar Drive, said point being the beginning of a non–tangent curve to the left having a central angle of 19°00'18", a radius of 3066.90 feet, a tangent length of 513.36 feet, and a chord bearing S80°10'40"W, 1012.64 feet;

THENCE in a southwesterly direction along said curve to the right, and with the north line of Red Cedar Drive, an arc distance of 1017.30 feet to the POINT OF BEGINNING and CONTAINING 731,484 square feet, or 16.793 acres of land.

BASIS OF BEARINGS:

True North, based on GPS observation.

ed and Recorded
ficial Public Records
acey Kemp, County Clerk
llin County, TEXAS
/07/2009 02:05:25 PM
1.00 BPETERSON
20090507010001170

2009/187

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the Frisco Independent School District, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the hereinabove described property as Lot 1, Block A, Early Childhood School, an addition to the City of Frisco, and does hereby dedicate to the public use forever the streets and alleys shown thereon. The Frisco Independent School District does herein certify the following:

1. The street and alleys are dedicated for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improve–ments may be placed in landscape easements if approved by the City of Frisco.
5. The City of Frisco is not responsible for replacing any imp–rovements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by utilities being subordinate to the public's and City of Frisco's use thereof.
7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the const–ruction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respect–ive easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems with–out the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

FIRE LANE EASEMENT

That, the undersigned covenants and agrees that he shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with City standards, and that he shall maintain the same free and clear of any structure, fences, trees, shrubs, or other improvements or obstruction, including, but not limited to the parking, loading, and unloading of motor vehicles, trailers, boats, or other imped–iments to the access of fire apparatus. The maintenance of pavement in accordance to City standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to City stand–ards, in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The Chief of Police or his/her duly author–ized representative is authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

ACCESS EASEMENT

That the undersigned covenants and agrees that the access easements may be utilized by any person or the general public for ingress and egress to other real property, and for the pur–pose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Frisco, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

DRAINAGE AND DETENTION EASEMENT (ABOVE GROUND DETENTION)

STATE OF TEXAS ⨯
COUNTY OF COLLIN ⨯
CITY OF FRISCO ⨯

This plat is hereby adopted by the Owners and approved by the City of Frisco (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Block A, as shown on the plat is called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run–off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Detention Easement, as herein above defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by drainage in or adj–acent to the subdivision, then in such event, the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any sub–stance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maint–enance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water over–flow and natural bank erosion to an extent which cannot be def–initely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure or structures, within the Easement.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this the 15 day of April, 2009.

Richard Wilkinson
Frisco Independent School District

Richard Wilkinson, Assistant Superintendent
Printed name and title

STATE OF TEXAS ⨯
COUNTY OF COLLIN ⨯

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Richard Wilkinson, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 15 day of April, 2009.

Charlotte Stubbs
Notary Public in and for the State of Texas

CHARLOTTE STUBBS
Notary Public, State of Texas
My Commission Expires
November 09, 2009

CHARLOTTE STUBBS
Notary Public, State of Texas
My Commission Expires
November 09, 2009

CERTIFICATE OF APPROVAL

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF FRISCO, TEXAS, this the 22 day of April, 2008

PLANNING & ZONING COMMISSION CHAIRPERSON

E Barrera for Jimmy Page
CITY SECRETARY

CITY ENGINEER

Suzanne Morgan
PLANNING DEPARTMENT

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, David J. Surdukan, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Frisco, Texas.

STATE OF TEXAS
REGISTERED
DAVID J. SURDUKAN
4613
PROFESSIONAL
LAND SURVEYOR

David J. Surdukan
Registration No. 4613

STATE OF TEXAS ⨯
COUNTY OF COLLIN ⨯

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David J. Surdukan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 13th day of April, 2009.

Nick Bate
Notary Public in and for the State of Texas

NICK BATES
Notary Public, State of Texas
My Commission Expires
November 04, 2011

S9754

SHEET 2 OF 2

FINAL PLAT

EARLY CHILDHOOD SCHOOL

Block A, Lot 1
16.793 Acres Situated In The
GEORGE McNEIL SURVEY ~ ABST. 608
FRISCO, COLLIN COUNTY, TEXAS

Owner
Frisco Independent School District
6942 Maple Street
Frisco, Texas 75034
Telephone 469 633–6000

Engineer & Applicant
RLK Engineering, Inc.
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
13970 CR 480
Anna, Texas 75409
Telephone 972 924–8200

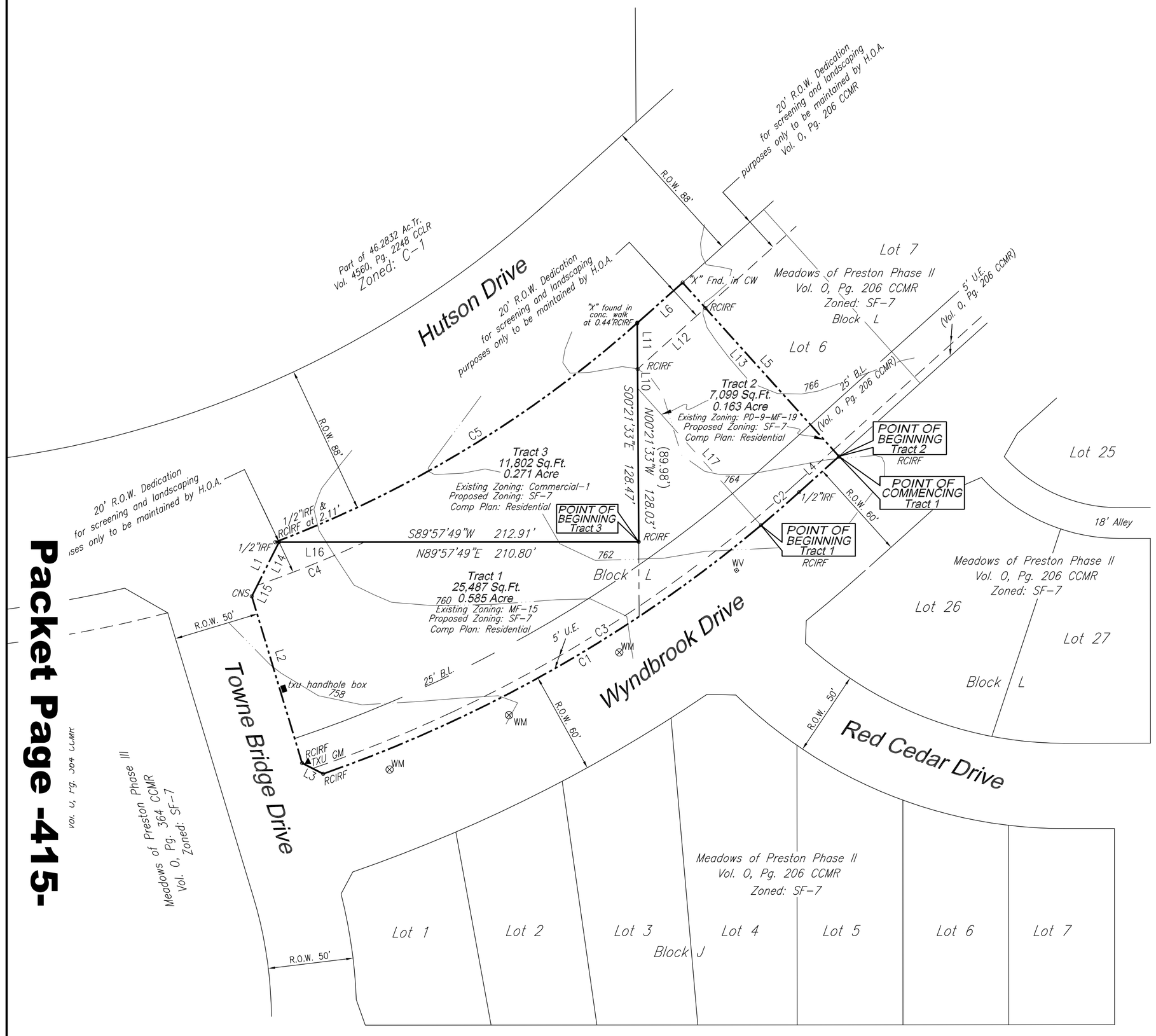
COUNTY COURT OF COLLIN COUNTY, TEXAS

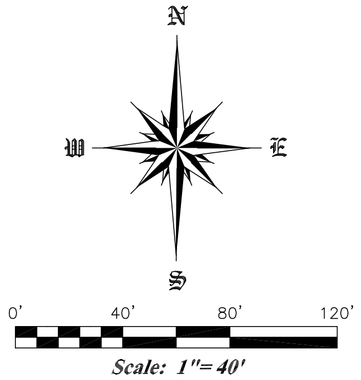
April 13, 2009

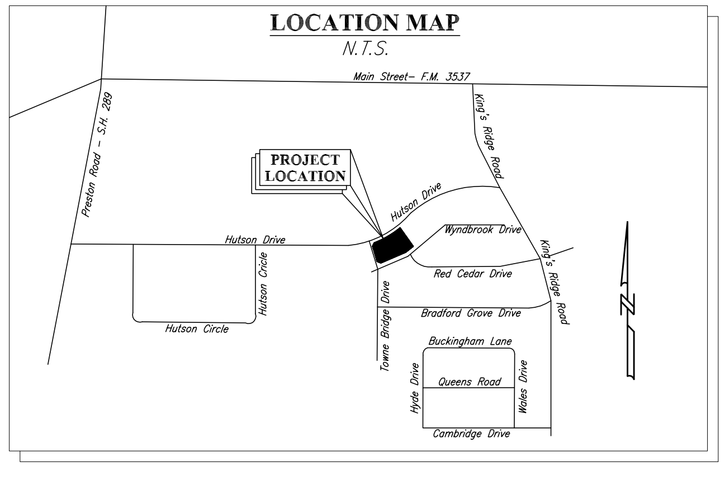
Project No. SPFP08–0009

NOTICE:
Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

This property is not located in a 100 Year Flood Plain or in an identified flood hazard area as defined by the U. S. Dep–artment of Housing and Urban Development under the Flood Disaster Protection Act of 1973, as amended.







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.

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°03'56"	821.50'	29.62'	S49°02'47"W	29.62'
C3	20°41'32"	821.50'	296.68'	S60°25'32"W	295.07'
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'

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\201203\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

4364 1356 99- 0024656

Exhibit A (6 of 6)

SPECIAL WARRANTY DEED

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

As used herein, the following terms shall have the following meanings:

Grantor: FRISCO INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address (including county): 6942 W. Maple Street, Frisco, Texas 75034 (Collin County)

Grantee: CITY OF FRISCO

Grantee's Mailing Address (including county): 6891 Main Street, Frisco, Texas 75034 (Collin County)

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged

Property (including any improvements): Being a tract of land situated in the George McNeil Survey, Abstract No. 608, Collin County, Texas, being part of that certain tract of land conveyed to Frisco I.S.D. as fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is expressly made subject to any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part thereof, including, but not limited to the following:

(i) Easement granted to Denton County Electric Cooperative, Inc. by Tom W. Newsome, dated August 4, 1945, filed September 12, 1945, recorded in Volume 354, Page 453, Collin County Land Records.

(ii) Easement granted to City of Frisco by Robert Fischer, dated January 12, 1990, filed January 19, 1990, recorded in Volume 3204, Page 433, Collin County Land Records.

(iii) Mineral Deed executed by Tom W. Newsome to Ella Newsome Wooten, dated January 13, 1942, filed January 15, 1942, recorded in Volume 334, Page 259, Collin County Land Records conveying one-half (1/2) interest in and to all the oil, gas and other minerals which may be found or produced in, on and under subject property.

(iv) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(v) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

UNOFFICIAL

These restrictions and conditions shall be binding upon Grantee City of Frisco, its heirs, personal representatives and assigns or its successors and assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon, and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (iv) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (v) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty by, through or under me, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date of the acknowledgements but EFFECTIVE the 1st day of March, 1999.

FRISCO INDEPENDENT SCHOOL DISTRICT

BY: Richard Wilkinson
RICHARDSON WILKINSON,
ASSISTANT SUPERINTENDENT FOR
FACILITIES AND FINANCE

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 1st day of March, 1999, by Richard Wilkinson, Assistant Superintendent for Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT, on its behalf and in the capacity therein stated.

NAN PARKER
Notary Public
STATE OF TEXAS
My Comm. Exp 01/29/2002

Nan Parker
Notary Public, State of Texas

UNOFFICIAL

PREPARED IN THE LAW OFFICE OF:

Abernathy, Roeder, Robertson & Joplin, P.C.
101 East Davis Street
McKinney, Texas 75069

AFTER RECORDING RETURN TO:
City of Frisco
6891 Main Street
Frisco, Texas 75034

UNOFFICIAL

Exhibit "A"
PROPERTY DESCRIPTION
Frisco ISD to City of Frisco

BEING a tract of land situated in the George McNeil Survey, Abstract No. 608, Collin County, Texas, and being part of that certain tract of land conveyed to Frisco I.S.D., recorded in the Collin County Clerk's file No. 93-0113663 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of the aforementioned conveyance and the northeast corner of Tract 1, Block 'C' of Preston Gables Phase 2, an addition to the City of Frisco, as recorded in Cabinet I, Page 191, Collin County Plat Records, Texas;

THENCE S89°57'38"W, along the south line of said conveyance and the north line of said Tract 1, Block 'C', a distance of 94.64 feet to a point for corner;

THENCE N00°28'00"W, departing said common line, a distance of 675.34 feet to a point of curvature to the right;

THENCE along said curve having a delta angle of 01°47'45", a radius of 3036.90 feet, an arc length of 95.19, and a chord bearing and distance of N88°47'07"e, 95.18 feet to the northeast corner of said conveyance;

THENCE S00°19'00"E, along the east line of said conveyance, a distance of 204.60 feet to a point for corner;

THENCE S00°19'00"E, continuing along said east line, a distance of 472.69 feet to the POINT OF BEGINNING and containing 64,084 square feet or 1.4711 acres of land.

UNOFFICIAL

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

MAR 02 1999

Helen Starnes

Filed for Record in:
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1999/03/02

At 11:17A

Number: 99- 0024656
Type : D1 15.00

Exhibit A-1

Z12-0022



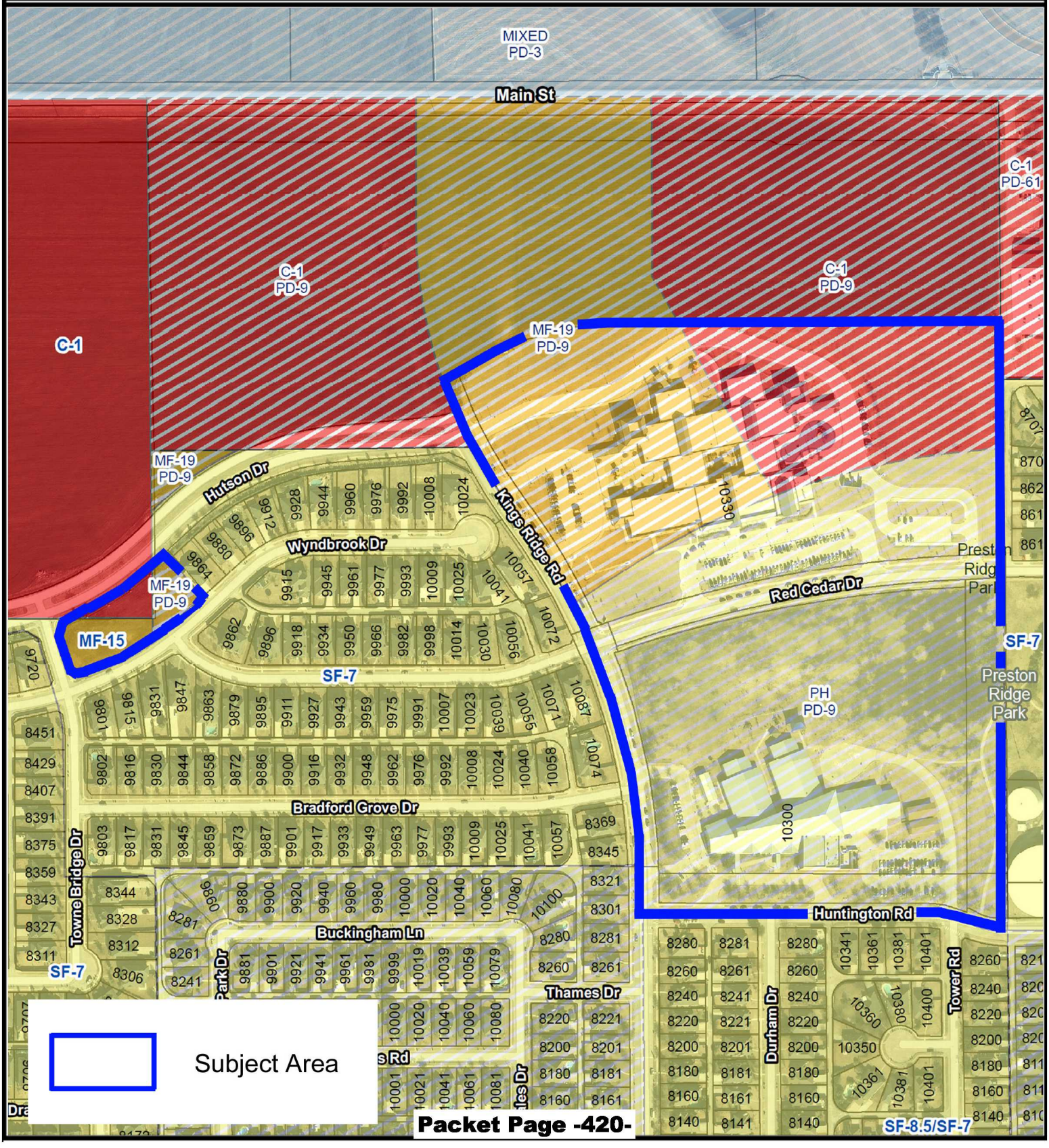
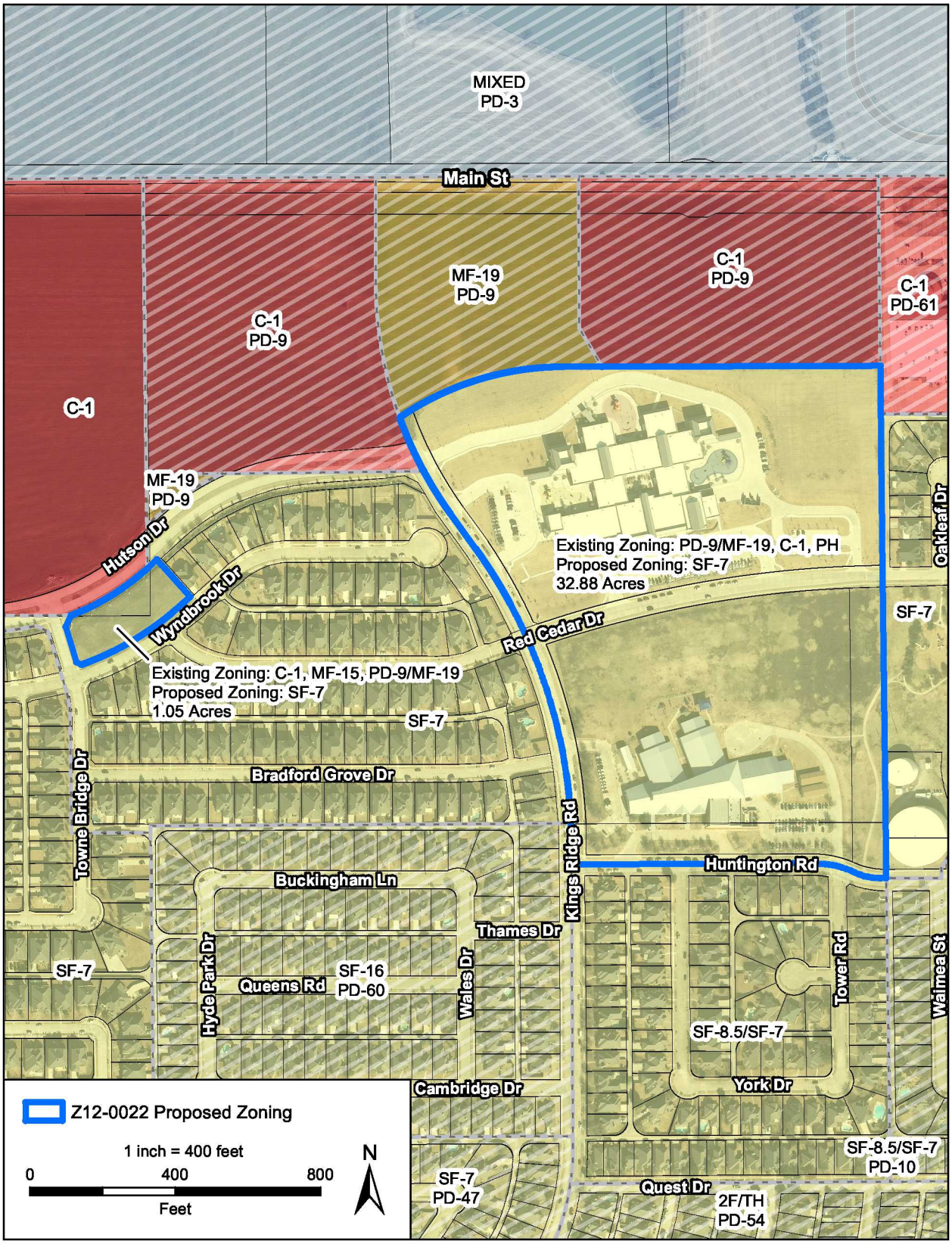


Exhibit B

Z12-0022
Meadows of Preston Phase 2, FISD & City of Frisco Property



AGENDA ITEM #28.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **John Webb, AICP, Planning Manager**

Date: **2/21/2013**

Agenda Caption: Consider and act upon adoption of an ordinance amending the Zoning Ordinance regarding Home Occupations. ZA12-0001

Action Requested: City Council adoption of an ordinance amending the Zoning Ordinance regarding Home Occupations.

Background Information: On February 5, 2013, the City Council held a public hearing and directed staff to prepare an Ordinance by a vote of 6-0.

Board Review/Citizen Input: On January 8, 2013, the Planning & Zoning Commission held a public hearing and voted 6-0 to recommend approval of the request.

Alternatives: The City Council may:

- Approve the Ordinances;
- Approve the Ordinances with modifications;
- Deny the Ordinances; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:

- City Council Outcome Memo dated February 6, 2013.
- Ordinance.

Staff Recommendation: Recommended for adoption.

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

February 6, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the City Council meeting, February 5, 2013

Public Hearing - Zoning: Home Occupations (ZA12-0001)
Owner(s): City of Frisco

Description:
A request to amend the Zoning Ordinance regarding Home Occupations and consider and act to direct staff to prepare an Ordinance of the same.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

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 SECTION 3.02.01 (CONDITIONAL DEVELOPMENT STANDARDS) AND SECTION 7.01 (TERMS AND WORDS DEFINED) OF THE ZONING ORDINANCE NO. 11-04-09; AMENDING THE REGULATIONS RELATING TO HOME OCCUPATION AND COTTAGE FOOD PRODUCTION OPERATION; 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 3.02.01 (Conditional Development Standards) and Section 7.01 (Terms and Words Defined) 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 Section 3.02.01 (Conditional Development Standards). Section 3.02.01 of Frisco's Zoning Ordinance No. 11-04-09, is hereby amended by amending Conditional Use #18 in its entirety as follows:

"SECTION 3.02.01
CONDITIONAL DEVELOPMENT STANDARDS

...

(18) Home Occupation

A home occupation, in districts where allowed, shall meet the following standards to maintain the residential character of the neighborhood while providing opportunities for home-based businesses.

a. Unless specifically permitted by this section, home occupations shall be conducted entirely within the main building.

b. Home occupations shall not produce any alteration or change in the exterior appearance of the residence which is inconsistent with the typical appearance of a residential dwelling.

    1. No external evidence of the occupation shall be detectable at any lot line, including advertising, signs, smoke, dust, noise, fumes, glare, vibration, or electrical disturbance beyond the property line;

    2. No exterior storage of material, equipment, vehicles, and/or supplies used in conjunction with the home occupation;

    3. No storage of hazardous materials for business purposes shall be allowed on the premises;

    4. The home occupation shall not have a separate entrance;

    5. Not more than two (2) patron- or business-related vehicles shall be present at any one time, and the proprietor shall provide adequate off-street parking for such vehicles;

    6. A maximum of one (1) commercial vehicle, capacity one (1) ton or less, may be used or parked on the property in connection with the home occupation. The commercial vehicle shall not be parked on the street;

    7. The home occupation shall not require regular or frequent deliveries by large delivery trucks or vehicles in excess of one and one-half (1½) tons. This shall not be construed to prohibit deliveries by commercial package delivery companies;

    8. The home occupation shall not display advertising signs or other visual or audio devices which call attention to the business use;

9. Merchandise shall not be offered or displayed for sale on the premises. Sales incidental to a service shall be allowed; and orders previously made via the telephone, internet, or at a sales party may be filled on the premises; and

10. No traffic shall be generated by a home occupation in greater volumes than normally expected in a residential neighborhood, and any need for parking must be accommodated within the off-street parking provided for the residence (i.e. the driveway or garage) and along the street frontage of the lot.

c. The home occupation shall be clearly incidental and secondary to the use of the premises for residential purposes.

d. The home occupation shall employ no more than two (2) individuals who are not an occupant of the residence. This shall not include the coordination or supervision of employees who do not regularly visit the house for purposes related to the business.

e. The home occupation shall not offer a ready inventory of any commodity for sale, except as specifically listed under **3.02.01 (A)(18)h.3 Author, artist, sculptor;** (Page **99)**.

f. The home occupation shall not accept clients or customers before 7:00 a.m. or after 10:00 p.m. This limitation on hours of operation shall not apply to allowed childcare home occupations. Hours of operation shall be limited to 8:00 a.m. to 8:00 p.m. for outdoor activities.

g. Outdoor activities are not allowed, unless the activities are screened from neighboring property and public rights-of-way.

h. Uses allowed as home occupations shall include the following:

1. Office of an accountant, architect, attorney, engineer, realtor, minister, rabbi, clergyman, or similar profession;

2. Office of a salesman or manufacturer's representative, provided that no retail or wholesale transactions or provision of services may be personally and physically made on premises;

3. Author, artist, sculptor;

4. Dressmaker, seamstress, tailor, milliner;

5. Music/dance teacher, tutoring, or similar instruction, provided that no more than three (3) pupils may be present at any one time;

6. Swimming lessons or water safety instruction provided that a maximum of six (6) pupils may be present at any one time;

7. Home crafts, such as weaving, model making, etc.;

8. Repair shop for small electrical appliances, cameras, watches, or other small items, provided that items can be carried by one person with no special equipment, and provided that no internal combustion engine repair is allowed;

9. Child-Care: Licensed Child-Care Home**,** Child-Care: Listed Family Home**, or** Child Care: Registered Child-Care Home;

   (i) Homes with six (6) or more children shall meet the City's building and/or fire codes.

10. Barbershop, beauty salon, or manicure studio, provided that no more than one (1) customer is served at any one time;

11. Community home and other residential care facility that qualifies as a community home under the Community Homes for Disabled Persons Location Act, Chapter 123 of the Texas Human Resources Code and as amended, provided such facilities meet the requirements set out within this Ordinance;

12. Internet based businesses; and

13. Food Production Operations that produce non-potentially hazardous food. Examples of non-potentially hazardous foods include; bread, rolls, biscuits, sweet breads, muffins, cakes, pastries, cookies, fruit pies, jams, jellies, dry herbs, and dry herb mixes.

i. Uses prohibited as home occupations shall include the following:

   1. Animal hospital, commercial stable, kennel;

   2. Boardinghouse or roominghouse;

3. Schooling or instruction with more than five (5) pupils;
4. Restaurant or on-premise food/beverage consumption of any kind;
5. Automobile, boat, or trailer repair, small engine or motorcycle repair, large appliance repair, repair of any items with internal combustion engines, or other repairs shops;
6. Cabinetry, metal work, or welding shop;
7. Office for doctor, dentist, veterinarian, or other medical-related profession;
8. On-premise retail or wholesale sale of any kind, except home craft items produced entirely on premises;
9. Commercial clothing laundering or cleaning;
10. Mortuary or funeral home;
11. Trailer, vehicle, tool, or equipment rental;
12. Antique, gift, or specialty shop;
13. Any use defined by the building code as assembly, factory/industrial, hazardous, institutional, or mercantile occupancy; and

j. Determination of a Home Occupation Use not Specifically Listed:

1. The Director shall determine whether a proposed use not specifically listed is appropriate as a home occupation. The Director shall evaluate the proposed home occupation in terms of its impact on neighboring property, its similarity to other allowed and prohibited uses, and its conformance with the regulations herein.

k. Appeal of the Director's Home Occupation Determination:

1. If the applicant disagrees with the determination of the Director, the applicant may appeal to the Planning & Zoning Commission.

l. Any home occupation that was legally in existence as of the effective date of this Ordinance and that is not in full conformity with these provisions shall be deemed a legal nonconforming use."

SECTION 3. Amendment to Section 7.01. (Terms and Words Defined). Section 7.01 of Frisco's Comprehensive Zoning Ordinance No. 11-04-09, is hereby amended by deleting the term and definition, "Cottage Food Production Operation" in its entirety.

SECTION 4: 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 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: 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 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 5th day of March, 2013.

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 #29.



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 A. Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **March 5, 2013**

Subject: **Consider and act upon an Amendment to Ordinance 12-10-67 establishing maximum speed limits on city streets within the City of Frisco**

Action Requested: Staff requests that City Council consider and act upon an Amendment to Ordinance 12-10-67, establishing maximum speed limits on city streets, to revise the posted speed limits on a section of Coit Road and add new section of John Hickman recently constructed within the City, which are summarized in the table below.

Background Information: In September 2007, the City Council adopted Ordinance 07-09-45 to establish speed limits within the City of Frisco.

Speed limits are established either by a speed study or a trial run. Speed studies are used to measure the 85th percentile speed. The 85th percentile speed is a value that is used in many states and cities for establishing speed limits. The theory behind the 85th percentile speed assumes most drivers are reasonable and prudent and desire to reach their destination in the shortest possible time. Speed limits are also established by trial run. A trial run is made by driving a roadway segment at various speeds and utilizing engineering judgment to determine a safe driving speed. The "prima facie" speed limit in an urban area is 30 miles per hour (mph) according to the Texas Transportation Code. Unless a speed limit sign is posted on a roadway, a roadway is assumed to have a 30 mph speed limit in an urban area.

Due to new roadway construction and updated speed studies, city staff is recommending modifying the speed limit on a few sections of roadway. The

following table summarizes the recommended revisions to the posted speed limits proposed with this Ordinance Amendment:

Street Name	Description	Existing Speed Limit (mph)	Proposed Speed Limit (mph)
Coit Road	Eldorado Parkway to Panther Creek Parkway	35	40
John Hickman Parkway	Preston Road to Ohio Drive	N/A	35

Alternatives: The City Council could consider the following alternatives:

- Approval of Ordinance to modify maximum speed limits on identified streets within the City of Frisco;
- Send back to staff with direction.

Financial Considerations: The cost of any sign changes will be absorbed through approved General Operating funds.

Legal Review: City legal staff has reviewed and approved the Ordinance as to form.

Supporting Documents:
- Exhibit 1
- Exhibit 2
- Amendment to Ordinance 12-10-67

Staff Recommendation: Staff recommends the approval of the attached Amendment to Ordinance 12-10-67.

EXHIBIT 1
PROPOSED SPEED LIMIT CHANGES
MARCH 5, 2013

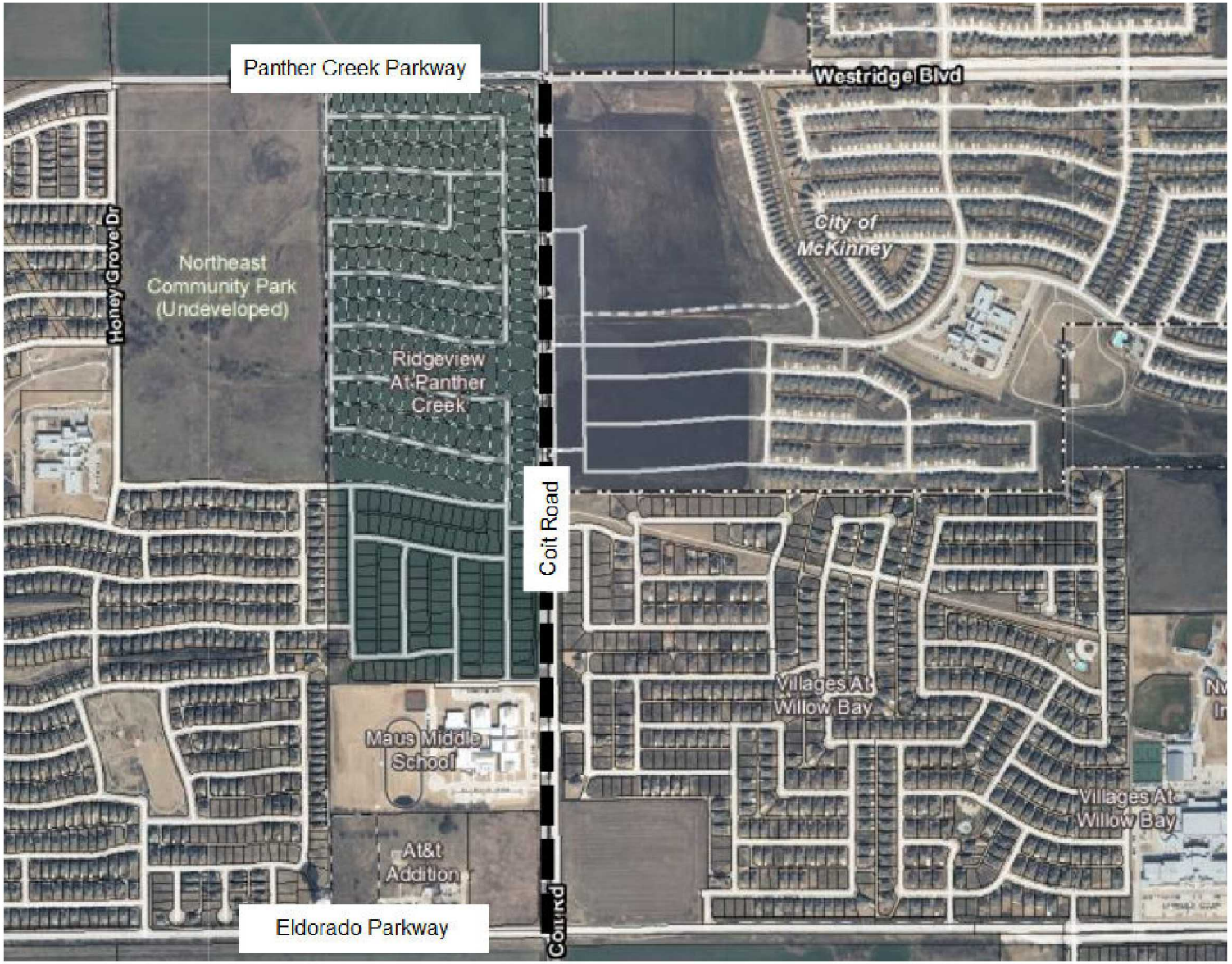
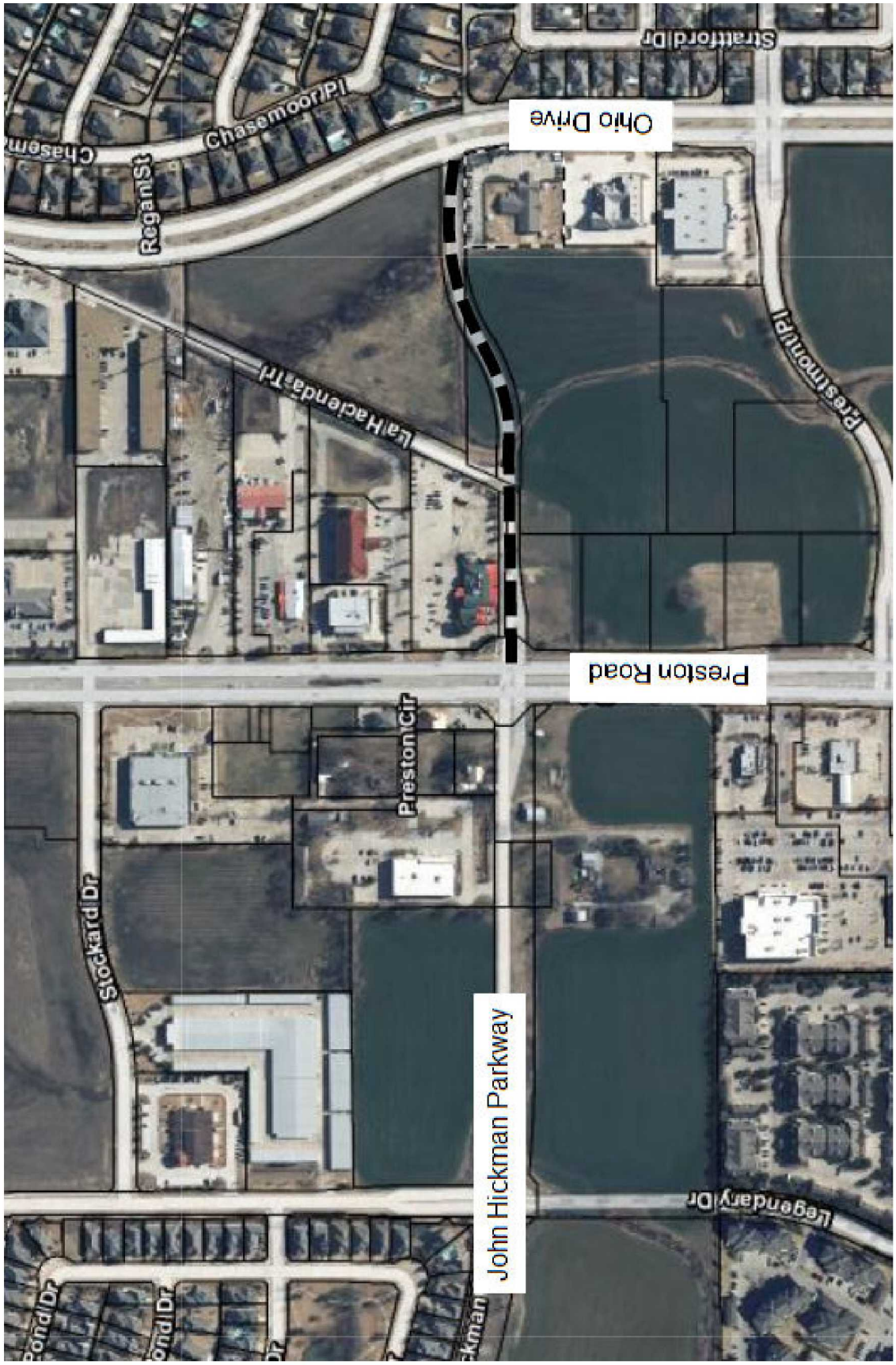


EXHIBIT 2
PROPOSED SPEED LIMIT CHANGES
MARCH 5, 2013



CITY OF FRISCO, TEXAS **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS AMENDING ORDINANCE NO. 12-10-67, ESTABLISHING THE MAXIMUM SPEED LIMIT ON CITY STREETS LOCATED IN THE CITY OF FRISCO, COLLIN/DENTON COUNTY(IES), 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, §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 the City of Frisco, Texas ("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 of the City of Frisco, Texas ("City Council") finds it is necessary for the protection and safety for the citizens of Frisco to declare a reasonable and prudent speed for certain public streets within Frisco; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of Frisco and its citizens to amend Ordinance No. 12-10-67, 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 of Ordinance No. 12-10-67 (Establishment of Prima Facie Speed). Ordinance No. 12-10-67 is hereby amended for the purpose of revising a portion of the speed limits described in ***Exhibit "A"***, attached hereto and incorporated herein for all purposes. Upon the basis of an engineering and traffic investigation, and as authorized by the provisions of §545.356 of the Texas Transportation Code, the prima facie speed limit for the designated public streets within the City of Frisco shall be as described in ***Exhibit "A"***.

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 stationary 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.

SECTION 4: Savings/Repealing Clause. Ordinance No. 12-10-67 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 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: 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 7: 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 _____, 2013.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Date(s) of Publication: _____, *Frisco Enterprise*

EXHIBIT "A"

STREET NAME	DESCRIPTION	SPEED LIMIT (MPH)
Acorn Lane	Rimrock Drive to Ruskin Circle	20
All Stars Avenue	World Cup Way to Frisco Street	35
All Stars Avenue	Frisco Street to BNSF Railroad	40
All Stars Avenue	BNSF Railroad to North County Road	40
Avenue of The Stars	Miners Creek Road to Gaylord Parkway	25
Avenue of The Stars	Gaylord Parkway to Hicks Boulevard	25
Avenue of The Stars	Rough Riders Trail to Hicks Boulevard	25
Coit Road	SH 121 to Lebanon Road	45
Coit Road	Lebanon Road to Rolater Road	45
Coit Road	Rolater Road to Main Street	45
Coit Road	Main Street to Eldorado Parkway	40
Coit Road	**Eldorado Parkway to Panther Creek Parkway**	**40**
College Parkway	Hillcrest Road to Coit Road	35
Cotton Gin Road	Legacy Drive to Dallas North Parkway	45
Cotton Gin Road	Dallas North Parkway to Library Street	35
Cotton Gin Road	Library Street to Short Street	35
Cotton Gin Road	Stonebrook Parkway to Guinn Gate Drive	35
Cobb Hill Drive	760 feet east of Bethel Drive eastern curb line to Peaceful Lane	25
CR 68	Coit Road to Independence Parkway	35
Dallas Parkway	SH 121 to Gaylord Parkway	50
Dallas Parkway	Gaylord Parkway to Warren Parkway	50
Dallas Parkway	Warren Parkway to John Hickman Parkway	50
Dallas Parkway	John Hickman Parkway to Lebanon Road	50
Dallas Parkway	Lebanon Road to Stonebrook Parkway	50
Dallas Parkway	Stonebrook Parkway to Main Street	50
Dallas Parkway	Main Street to Eldorado Parkway	50
Dallas Parkway	Eldorado Parkway to Panther Creek Parkway	50
Dallas Parkway	Panther Creek Parkway to US 380	55
Diamond Drive	Hicks Boulevard to Texas Rangers Parkway	25
Diamond Point Lane	Legacy Drive to Cassion Drive	35
Eldorado Parkway	County Line to Dallas Parkway	50
Eldorado Parkway	Dallas Parkway to Frisco Street	45
Eldorado Parkway	Frisco Street to Preston Road (SH 289)	45
Eldorado Parkway	Preston Road (SH 289) to Hillcrest Road	45
Eldorado Parkway	Hillcrest Road to Independence Parkway	45
Eldorado Parkway	Independence Parkway to Custer Road (FM 2478)	45

STREET NAME	DESCRIPTION	SPEED LIMIT (MPH)
Fisher Road	Rogers Road to North County Road	35
Fossil Ridge Drive	Rolling Brook Drive to Rimrock Drive	20
Frisco Street	Main Street to Eldorado Parkway	45
Frisco Street	Eldorado Parkway to Newton Drive	40
Gaylord Parkway	Warren Parkway to Dallas Parkway	40
Gaylord Parkway	Dallas Parkway to Parkwood Boulevard	40
Gaylord Parkway	Parkwood Boulevard to Preston Road (SH 289)	40
Gaylord Parkway	Preston Road (SH 289) to Ohio Drive	40
Gaylord Parkway	Ohio Drive to Hillcrest Road	35
Hickory Street	Woodstream Drive to Preston Road (SH 289)	35
Hicks Boulevard	Avenue of The Stars to Dallas North Parkway	25
Hillcrest Road	SH 121 to Warren Parkway	45
Hillcrest Road	Warren Parkway to Lebanon Road	40
Hillcrest Road	Lebanon Road to Ohio Drive/College Parkway	40
Hillcrest Road	Ohio Drive/College Parkway to Rolater Road	40
Hillcrest Road	Rolater Road to Main Street	35
Hillcrest Road	Eldorado Parkway to Panther Creek Parkway	45
Hutson Drive	Preston Road to Kings Ridge Road	45
IKEA Drive	Parkwood Boulevard to Dallas Parkway	35
Independence Parkway	SH 121 to Lebanon Road	45
Independence Parkway	Lebanon Road to Rolater Road	45
Independence Parkway	Rolater Road to Main Street	45
Independence Parkway	Main Street to Eldorado Parkway	45
Independence Parkway	Eldorado Parkway to North City Limits	45
John Q. Hammons Drive	Parkwood Boulevard to Avenue of The Stars	25
John Hickman Parkway	Parkwood Boulevard to Preston Road (SH 289)	35
John Hickman Parkway	**Preston Rd (SH 289) to Ohio Drive**	**35**
John W. Elliott Drive	Main Street to 393 Feet North of Northern Curb Line of Technology Drive	35
W. Lebanon Road	West City Limits to FM 423	45
Lebanon Road	FM 423 to Village Boulevard	45
Lebanon Road	Village Boulevard to Legacy Drive	45
Lebanon Road	Legacy Drive to Dallas Parkway	40
Lebanon Road	Dallas Parkway to Parkwood Boulevard	45

STREET NAME	DESCRIPTION	SPEED LIMIT (MPH)
Lebanon Road	Parkwood Boulevard to Preston Road (SH 289)	45
Lebanon Road	Preston Road (SH 289) to Hillcrest Road	40
Lebanon Road	Hillcrest Road to Coit Road	40
Lebanon Road	Independence Parkway to SH 121	35
Legacy Drive	SH 121 to Warren Parkway	45
Legacy Drive	Warren Parkway to Lebanon Road	40
Legacy Drive	Lebanon Road to Chippewa Trail	45
Legacy Drive	Chippewa Trail to Stonebrook Parkway	45
Legacy Drive	Stonebrook Parkway to Main Street	45
Legacy Drive	Main Street to Eldorado Parkway	45
Legacy Drive	Eldorado Parkway to Panther Creek Parkway	45
Legendary Drive	John Hickman Parkway to Lebanon Road	35
Lone Star Ranch Parkway	FM 423 to Lebanon Road	40
Lone Star Ranch Parkway	Lebanon Road to Timber Ridge Drive	40
Lone Star Ranch Parkway	Timber Ridge Drive to Stonebrook Parkway	40
Main Street	FM 423 to Teel Parkway	45
Main Street	Teel Parkway to Legacy Road	45
Main Street	Legacy Road to Dallas Parkway	45
Main Street	Dallas Parkway to Frisco Street	40
Main Street	Frisco Street Second Street	35
Main Street	Second Street to South County Road	30
Main Street	South County Road to Preston Road (SH 289)	35
Miners Creek Road	Warren Parkway to Avenue of the Stars	25
North County	Meadow Hill to Eldorado Parkway	35
Ohio Drive	SH 121 to Gaylord Parkway	45
Ohio Drive	Gaylord Parkway to Warren Parkway	45
Ohio Drive	Warren Parkway to Lebanon Road	40
Ohio Drive	Lebanon Road to Wade Boulevard	40
Ohio Drive	Wade Boulevard to Hillcrest Road	40
Panther Creek Parkway	FM 423 to Teel Parkway	45
Panther Creek Parkway	Teel Parkway to Dallas Parkway	45
Panther Creek Parkway	Dallas Parkway to King George Lane	35
Panther Creek Parkway	Preston Road (SH 289) to Hillcrest Road	40
Panther Creek Parkway	Hillcrest Road to Honey Grove Drive	35
Parkwood Boulevard	SH 121 to Gaylord Parkway	40
Parkwood Boulevard	Gaylord Parkway to Warren Parkway	40
Parkwood Boulevard	Warren Parkway to John Hickman Parkway	40
Parkwood Boulevard	John Hickman Parkway to Lebanon Road	45
Parkwood Boulevard	Lebanon Road to Stonebrook Parkway	45

STREET NAME	DESCRIPTION	SPEED LIMIT (MPH)
Parkwood Boulevard	Stonebrook Parkway to Eagan Way	35
Peaceful Lane	Cobb Hill Drive to Sanctuary Drive	25
Preston Trace Boulevard	Pasadena Drive to Preston Road (SH 289)	35
Rifle Gap Road	Warren Parkway to Avenue of the Stars	25
Rimrock Drive	Fossil Ridge Drive to Acorn Lane	20
Rock Creek Parkway	Lebanon Road to The Hills of Kingswood Subdivision Entrance	40
Rockhill Road	Preston Road (SH 289) to City Limits	50
Rolater Road	Preston Road (SH 289) to Hillcrest Road	40
Rolater Road	Hillcrest Road to Coit Road	40
Rolater Road	Coit Road to Independence Parkway	45
Rolater Road	Independence Parkway to Custer Road (FM 2478)	45
Rough Riders Trail	Diamond Drive to Avenue of The Stars	25
Spring Creek Parkway	SH 121 to Town and Country Boulevard	35
Stockard Drive	Legendary Drive to Preston Road (SH 289)	35
Stonebrook Parkway	West City Limits to FM 423	45
Stonebrook Parkway	FM 423 to Teel Parkway	45
Stonebrook Parkway	Teel Parkway to Legacy Drive	45
Stonebrook Parkway	Legacy Drive to Fighting Eagles Lane	40
Stonebrook Parkway	Longhorn Trail to Starwood Drive	40
Stonebrook Parkway	Starwood Drive to Dallas Parkway	40
Stonebrook Parkway	Dallas Parkway to Parkwood Boulevard	40
Stonebrook Parkway	Parkwood Boulevard to Preston Road (SH 289)	40
Technology Drive	Dallas Parkway to Frisco Street	35
Teel Parkway	Carraway Drive to Lebanon Road	40
Teel Parkway	Lebanon Road to High Shoals	45
Teel Parkway	High Shoals to Main Street	45
Teel Parkway	Main Street to The Trails Parkway	45
Teel Parkway	The Trails Parkway to Eldorado Parkway	40
Teel Parkway	Eldorado Parkway to 900 feet North of Little River Drive Northern Curb Line (End of School Zone)	45
Texas Rangers Parkway	Dallas Parkway to Diamond Drive	25
Town and Country Boulevard	Spring Creek Parkway to Legacy Drive	35

STREET NAME	DESCRIPTION	SPEED LIMIT (MPH)
Town and Country Boulevard	Legacy Drive to Leadership Drive	35
Wade Boulevard	Parkwood Boulevard to Preston Road (SH 289)	35
Wade Boulevard	Preston Road to Ohio Drive	40
Warren Parkway	Legacy Drive to Gaylord Parkway	45
Warren Parkway	Gaylord Parkway to Dallas Parkway	45
Warren Parkway	Dallas Parkway to Parkwood Boulevard	40
Warren Parkway	Parkwood Boulevard to Preston Road (SH 289)	40
Warren Parkway	Preston Road (SH 289) to Ohio Drive	40
Warren Parkway	Ohio Drive to Hillcrest Road	40
Witt Road	FM 423 to City Limits	40
Woodstream Drive	Hickory Street to Main Street	20
World Cup Way	Main Street to Technology Drive	40
World Cup Way	Technology Drive to All Stars Avenue	35
1st Street	North County Road to Main Street	35
4th Army Memorial Drive	Cotton Gin Road to Lebanon Road	35
5th Street	Eagan Way to Eubanks Street	35

AGENDA ITEM #30.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Jenny Page, City Secretary**

Date: **03/01/2013**

Agenda Caption: **Consider and act upon actions necessary for the May 11, 2013 General Election in the City of Frisco. (Considere y actúe sobre acciones necesarias para la Elección general en la Ciudad de Frisco el 11 de Mayo, 2013)**

Action Requested: City Council approval of election contracts with (A) Collin County Elections Administrator, (B) Denton County Elections Administrator, (C) Joint Election Agreement with Lewisville ISD, and (D) a Joint Election Agreement with Frisco ISD and Collin College. Council will need to approve each contract individually.

Background Information: The City of Frisco will be conducting a General Election to elect city officers holding Places 2 and 4, on May 11, 2013. This election will be conducted in conjunction with the Frisco ISD, Collin College and the Lewisville ISD. ***** should council decide to call a special bond election these documents will include that election*****

Financial Considerations: The total costs associated with the Collin County Election Contract are estimated to be $10, 071.22. A final cost will not be available until later this month after Collin County determines how many entities will be participating in the election.

The total cost associated with the Denton County Contract is approximately $10,000. A final cost will not be available until later this month after Denton County determines how many entities will be participating in the election.

Supporting Documents: Collin County Contract for Election Services; Collin County Cost Estimate; Denton County Contract for Election Services; Joint Election

Agreements for Frisco ISD and Collin College, and Joint Election Agreement for Lewisville ISD.

Staff Recommendation: Approve the contracts as presented. Items A, B, C and D will need to be approved by individual motion.

AGENDA ITEM #30.A.

May 11, 2013
Joint General Election
Contract for Election Services
City of Frisco/Frisco ISD

May 11, 2013
Joint General Election

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I.....Duties and Services of Contracting Officer
II.....Duties and Services of City and School District
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Exhibits

Exhibit A.....Early Voting Schedule and Locations
Exhibit B.....Election Day Polling Locations
Exhibit C.....Cost of Services
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THE STATE OF TEXAS **CONTRACT FOR**

COUNTY OF COLLIN §
CITY – SCHOOL FRISCO **ELECTION SERVICES**

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF FRISCO, hereinafter referred to as the "CITY," and the BOARD OF TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "SCHOOL DISTRICT," and SHARON ROWE, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City and School District's May 11, 2013 Joint General Election and a City Runoff Election, if necessary, on June 15, 2013. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. **DUTIES AND SERVICES OF CONTRACTING OFFICER**. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City and the School District will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer

will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the City and the School District.

b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.

c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.

d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive $12.00 per hour for services rendered. Each alternate judge and clerk shall receive $10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.

b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.

c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

2. Supplies include smart cards, sample ballots, forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Sharon Rowe, shall be appointed the Early Voting Clerk by the City and the School District.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City and School District's May 11, 2013, Joint General Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City or School District shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The City and School District shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Sharon Rowe. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City and School District at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City and School District as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 6 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 6 months after the election.

2. The City and School District can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the City or School District does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

II. DUTIES AND SERVICES OF THE CITY AND SCHOOL DISTRICT. The City and School District shall assume the following responsibilities:

A. The City and School District shall prepare the election orders, resolutions, notices, justice department submissions, official canvass and other pertinent documents for adoption by the appropriate office or body. The City and School District assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City and School District shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 1, 2013.

C. The City and School District shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The City and School District shall deliver to the Contracting Officer as soon as possible, but no later than 9:00 AM Tuesday, March 5, 2013, (unless the filing period is extended under statute) the official

wording for the City and School District's May 11, 2013, Joint General Election.

b. The City and School District shall approve the "blue line" ballot format prior to the final printing.

D. The City and School District shall post the publication of election notice by the proper methods with the proper media.

E. The City and School District shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The City and School District shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

G. The City and School District shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 12, 2013. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

Collin County Treasury
Attn: Pam Dugger
2300 Bloomdale Rd. #3138
McKinney, Texas 75071

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

H. The City and School District shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

III. COST OF SERVICES. See Exhibit "C."

IV. JOINT ELECTION AGREEMENT. See Exhibit "D".

V. GENERAL PROVISIONS.

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City and School District's May 11, 2013, Joint General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.

C. If the City and/or School District cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of $75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 11, 2013, Joint General Election. All actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 11, 2013, Joint General Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE ____DAY OF _____2013.

_____
Sharon Rowe
Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____2013.

By:_____
Maher Maso, Mayor
City of Frisco

Attest:_____
Jenny Page, City Secretary
City of Frisco

WITNESS BY MY HAND THIS THE _____ DAY OF _____2013.

By:_____
Dr. Jeremy Lyon, Superintendent
Frisco Independent School District

Attest:_____
Renee Ehmke, Board President
Frisco Independent School District

Exhibit "A"

MAY 11, 2013, JOINT GENERAL ELECTION
City of Frisco & Frisco ISD*

Early Voting Locations and Hours

Polling Place	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Collin College-Preston Ridge Campus	9700 Wade Blvd.	Frisco
Fire Station #5	14300 Eldorado Parkway	Frisco

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 28	*April 29* **8am – 5pm**	*April 30* **8am – 5pm**	*May 1* **8am – 5pm**	*May 2* **8am - 7pm**	*May 3* **8am - 5pm**	*May 4* **8am - 5pm**
May 5	*May 6* **7am – 7pm**	*May 7* **7am – 7pm**	*May 8*	*May 9*	*May 10*	*May 11* **7am – 7pm** **Election Day**

* City and School District voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

Exhibit "B"

MAY 11, 2013
JOINT GENERAL ELECTION

Election Day Polling Locations –City of Frisco & FISD

Precincts	Location	Address	City
30, 92, 111, 177	Benton Staley Middle School	6927 Stadium Lane	Frisco
87, 101, 117, 118, 127, 134, 146	Wester Middle School	12293 Shepherds Hill Lane	Frisco

Election Day Polling Locations –City of Plano, PISD & FISD

Precincts	Location	Address	City
34, 107, 119, 121, 135, 139*, 197	Bethany Elementary School	2418 Micarta Drive	Plano
109, 123	Christopher A. Parr Library	6200 Windhaven Parkway	Plano
90, 116, 137, 176	Tom Muehlenbeck Recreation Center	5801 West Parker Road	Plano
14*, 81, 86, 89, 108, 112, 124, 167	Robinson Middle School	6701 Preston Meadow Dr.	Plano

Election Day Polling Location
City of McKinney, MISD & FISD

Precincts	Location	Address	City
13, 122, 140, 155, 163, 173, 203, 205, 208, 209	C.T. Eddins Elementary School	311 Peregrine Dr.	McKinney

Election Day Polling Location
City of McKinney, MISD, FISD & AISD

Precincts	Location	Address	City
38, 97, 102, 126, 129, 169, 206	Reuben Johnson Elementary School	3400 Ash Lane	McKinney

May 11, 2013

Exhibit "C"

SUPPLY COST

Number of Early Voting Locations		2	0		2
Number of Election Day Locations		2	0		2
		Units	**Cost Frisco**	**Units**	**Cost Frisco/FISD/CC**
Sample Ballots	$0.0970 each	750	$72.75	2000	$194.00
Early Voting Mail Ballots	$1.20 each	75	$90.00	150	$180.00
Precinct Ballot Setup	$10.00 each	1	$10.00	1	$10.00
Precinct Ballots	$0.1770 each	100	$17.70	250	$44.25
Early voting and election day kits	$25.00 each	0	$0.00	4	$100.00
Central Counting kit and supplies	$50.00 each	0	$0.00	1	$50.00
County Precinct Maps	$12.00 each	0	$0.00	4	$48.00
Printer Labels	$15.13 each	0	$0.00	20	$302.60
Total			$190.45		$928.85
Number of Entities Sharing Costs			1		3
SubTotal			$190.45		$309.62
Grand Total	**$500.07**				

EQUIPMENT RENTAL COST

Number of Early Voting Locations		2	0		2
Number of Election Day Locations		2	0		2
		Units	**Cost Frisco**	**Units**	**Cost Frisco/FISD/CC**
Voting Machines	$150.00 each	0	$0.00	30	$4,500.00
Transfer Cases	$5.00 each	0	$0.00	4	$20.00
Metal Signs	$1.00 each	0	$0.00	8	$8.00
Wood Signs	$2.00 each	0	$0.00	4	$8.00
EV Security Cabinets	$200.00 each	0	$0.00	2	$400.00
EV Computer Cabinet	$50.00 each	0	$0.00	2	$100.00
Computer	$300.00 each	0	$0.00	2	$600.00
ED Security Cabinets	$200.00 each	0	$0.00	2	$400.00
EV/ED Cabinet Drayage	$120.00 each	0	$0.00	4	$480.00
Total			$0.00		$6,516.00
Number of Entities Sharing Costs			1		3
SubTotal			$0.00		$2,172.00
Grand Total	**$2,172.00**				

EARLY VOTING

Number of Early Voting Locations		2		0		2
Workers each location		5		0		5
			Units	**Cost Frisco**	**Units**	**Cost Frisco/FISD/CC**
Mailed Ballot Kits	$1.00	each	75	$75.00	150	$150.00
Postage for Ballots	$0.88	each	50	$44.00	101	$88.88
Assemble EV Location	$50.00	each	0	$0.00	2	$100.00
Total Judge Hours	$12.00	hour	0	$0.00	136	$1,632.00
Overtime Judge Hours	$18.00	hour	0	$0.00	50	$900.00
Total Alt. Judge & Clerk Hours	$10.00	hour	0	$0.00	544	$5,440.00
Overtime Alt. Judge & Clerk Hours	$15.00	hour	0	$0.00	200	$3,000.00
Pickup & Delivery of Supplies	$25.00	each	0	$0.00	2	$50.00
Total				$119.00		$11,360.88
Number of Entities Sharing Costs				1		3
SubTotal				$119.00		$3,786.96
Grand Total	**$3,905.96**					

ELECTION DAY

Number of Election Day Locations		2		0		2
Workers each location		5		0		5
			Units	**Cost Frisco**	**Units**	**Cost Frisco/FISD/CC**
Total Judge Hours	$12.00	hour	0	$0.00	28	$336.00
Total Alt. Judge & Clerk Hours	$10.00	hour	0	$0.00	112	$1,120.00
Pickup & Delivery of Supplies	$25.00	each	0	$0.00	2	$50.00
Total				$0.00		$1,506.00
Number of Entities Sharing Costs				1		3
SubTotal				$0.00		$502.00
Grand Total	**$502.00**					

ADMINISTRATIVE EXPENSES

Number of Early Voting Locations		1		0		2
Number of Election Day Locations		1		0		2
			Units	**Cost Frisco**	**Units**	**Cost Frisco/FISD/CC**
Manual Recount Deposit	$60.00	each	0	$0.00	1	$0.00
Process Pollworker Checks	$1.50	each	0	$0.00	14	$21.00
Process Election Judge Notices	$1.50	each	0	$0.00	8	$12.00
Total				$0.00		$33.00
Number of Entities Sharing Costs				1		3
SubTotal				$0.00		$11.00
Grand Total	**$11.00**					

TABULATION

Tabulation Network	$4,000.00
Programming	$2,050.00
Spanish Interpretation f/Audio Ballot	$350.00
Notice of Inspection/Tabulation Test	$2,800.00
Total	$9,200.00
Number of Entities	30
Total Per Entity	$306.67

CENTRALIZED COSTS

Early Voting Ballot Board	$2,800.00
Cost for Central Count Workers	$1,000.00
FICA on Election Workers	$5,000.00
Assemble EV Location	$50.00
Early Voting Machines in McKinney (8)	$1,200.00
Early Voting Computer in McKinney	$300.00
Early Voting Personnel in McKinney	$4,100.00
Printer Labels for Early Voting in McKinney	$75.00
Warehouse Gas Mileage	$1,000.00
Ballot Style Setup Fee & Delivery	$400.00
County Overtime and Temporaries	$20,000.00
FICA & Retirement for County Employees	$2,750.00
Total	$38,675.00
Number of Entities	22
Total Per Entity	$1,757.95
Total for Tabulation & Centralized Costs	**$2,064.62**

SUMMARY OF COSTS FOR CITY OF FRISCO

SUPPLY COST	$500.07
EQUIPMENT RENTAL COST	$2,172.00
EARLY VOTING	$3,905.96
ELECTION DAY	$502.00
ADMINISTRATIVE EXPENSES	$11.00
TABULATION/CENTRALIZED COSTS	$2,064.62
Total	$9,155.65
10% Administrative Fee	$915.57
Grand Total	**$10,071.22**
90% Deposit due by 4/12/13	**$9,064.09**

AGENDA ITEM #30.B.

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

Town of Argyle
City of Aubrey
Town of Bartonville
City of Celina
Town of Copper Canyon
City of Corinth
Town of Corral City
Town of Cross Roads
City of Denton
Town of DISH
Town of Double Oak
Town of Flower Mound
City of Fort Worth
City of Frisco
Town of Hackberry
Town of Hebron
Town of Hickory Creek
City of Highland Village
City of Justin
City of Krugerville
City of Krum
City of Lake Dallas
City of Lakewood Village
City of Lewisville
Town of Lincoln Park
Town of Little Elm
Town of Northlake
City of Oak Point
City of Pilot Point
Town of Ponder
Town of Prosper
Town of Providence Village
City of Sanger
Town of Shady Shores
City of Southlake
Town of Trophy Club
Town of Westlake
Argyle Independent School District
Aubrey Independent School District
Celina Independent School District
Denton Independent School District
Frisco Independent School District
Krum Independent School District
Lake Dallas Independent School District
Lewisville Independent School District
Little Elm Independent School District
Northwest Independent School District
Pilot Point Independent School District
Ponder Independent School District
Prosper Independent School District
Sanger Independent School District
Alpha WCID
Belmont Fresh Water Supply District No. 1
Belmont Fresh Water Supply District No. 2
Canyon Falls MUD 2
Canyon Falls WCID 1
Clear Creek Watershed Authority
Denton County Fresh Water Supply District No. 1-A
Denton County Fresh Water Supply District No. 1-B
Denton County Fresh Water Supply District No. 1-C
Denton County Fresh Water Supply District No. 1-D
Denton County Fresh Water Supply District No. 1-E
Denton County Fresh Water Supply District No. 1-F
Denton County Fresh Water Supply District No. 1-G
Denton County Fresh Water Supply District No. 1-H
Denton County Fresh Water Supply District No. 4
Denton County Fresh Water Supply District No. 4-A
Denton County Fresh Water Supply District No. 6
Denton County Fresh Water Supply District No. 7
Denton County Fresh Water Supply District No. 8-A
Denton County Fresh Water Supply District No. 8-B
Denton County Fresh Water Supply District No. 8-C
Denton County Fresh Water Supply District No. 9
Denton County Fresh Water Supply District No. 10
Denton County Fresh Water Supply District No. 11-A
Denton County Fresh Water Supply District No. 11-B
Denton County Fresh Water Supply District No. 11-C
Denton County MUD #7
Lake Cities Municipal Utility Authority
Meadows Road Improvement District
Mustang SUD
North Fort Worth WCID No. 1
Oak Point WCID #1
Oak Point WCID #2
Oak Point WCID #3
Providence Village WCID
Smiley Road WCID
South Denton County WCID #1
The Lakes Fresh Water Supply District
Valencia

DRAFT

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 11, 2013 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 11, 2013.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and any correspondence from the Department of Justice.

The joint submission prepared by the Elections Administrator will **not** include submission of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to

prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 11, 2013 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 11, 2013 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 11, 2013 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of $25.00 for

picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of $7 per hour.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to

assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208

In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be available the following business day. The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Eric Leija, Denton County Technical Operations Manager
Presiding Judge:	Jason Barnett, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority, unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Denton County Elections will consider conducting elections in territories outside of Denton County on a case-by-case basis.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a participating authority between the original election and the runoff election, shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 11, 2013 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 15, 2013. This date may be negotiable based on the Secretary of State's calendar for elections in 2013.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing

the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county

records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Denton County Elections Administrator a deposit of approximately 90% of this estimated obligation no later than 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 11, 2013 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

	Estimated	Deposit
Political Subdivision	**Cost**	

XVII. SIGNATURE PAGE (separate page)

Revised 2.1.2013 (11:00 a.m.)

AGENDA ITEM #30.C.

JOINT ELECTION AGREEMENT
FOR LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF FRISCO
May 11, 2013

THIS AGREEMENT is made and entered into this ___ day of _____, 2013, by and between LEWISVILLE INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "LISD") and the CITY OF FRISCO, TEXAS, acting by and through its City Manager or his/her designee (hereinafter referred to as "City").

WHEREAS, LISD and the City of Frisco will conduct a General Election on May 11, 2013; and

WHEREAS, it is desirable for voter convenience that said elections be held jointly on May 11, 2013; and

WHEREAS, each party desires to hold a joint election at the same location.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election jointly on May 11, 2013, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election shall be conducted jointly pursuant to the terms of this Agreement.

I. AGREEMENT

GENERAL TERMS:

1.01 On Saturday, May 11, 2013, the election shall be held from 7:00 a.m. until 7:00 p.m. that day.

1.02 Polling location shall be at the:

Tom Hicks Elementary School
3651 Compass Drive
Frisco, Texas 75034

II. ELECTION

2.01 Each party agrees to coordinate, supervise, and conduct the Joint Election, pursuant to the provisions of the Texas Election Code.

2.02 Prepare and submit to the U.S. Department of Justice, under Section 5 of the Voting Rights Act of 1965, the required submission on voting changes with respect to the election. Each party shall submit their own preclearance.

2.03 The Election Administrator for each party shall perform the following duties:

(a) Prepare any election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law

for calling the election, handling contests, canvassing the returns, and declaring the results of the election.

(b) Prepare the required election notice to be published.
(c) Approve final ballot wording for content, form, and spelling.
(d) Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.
(e) Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use.
(f) Appoint, notify, and train the presiding judges and alternate judges. The names and addresses of each judge and alternate judge shall be furnished to the entity at a later date.
(g) Compensate election judges and clerks.
(h) Procure, prepare, and distribute supplies and the appropriate equipment for Early Voting by personal appearance.
(i) Procure, prepare, and distribute Election Day supplies and equipment, including ballots and the appropriate equipment.
(j) Procure, prepare and distribute tables and chairs, as needed, and transport equipment to and from the polling places.
(k) Procure and deliver to polling places all voting equipment.
(l) Rent, if necessary, voting locations.
(m) Provide lists of registered voters to the election judges.
(n) Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
(o) Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such meeting.
(p) Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass for each party.
(q) Prepare the canvass report after all precincts have been counted and deliver a copy of the appropriate part of the tabulation report to each entity.
(r) Prepare and publish the Notice of Joint Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec. 4.003(a)(1).
(s) Serve as custodian of election records and store election records as provided by law for a period of 22 months.
(t) Conduct the manual count.
(u) Provide maps and other reference guides.

III. EARLY VOTING

3.01 Each party shall be individually responsible for all duties associated with early voting, including but not limited to, early voting by mail, early voting by personal appearance, and coordinating the early voting ballot board judge.

IV. PAYMENT FOR SERVICES

4.01 Each party shall be responsible for the payment of their own services and expenses associated with the election.

4.02 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

ACCEPTANCE:

On behalf of Lewisville Independent School District Elections, I hereby accept the terms of this Agreement.

Signed this _____ day of _____, 2013.

_____
Dr. Stephen Waddell, Superintendent
Lewisville Independent School District

On behalf of the City of Frisco, I hereby accept the terms of this Agreement.

Signed this _____ day of _____, 2010.

_____
George Purefoy, City Manager
Frisco, Texas

Officials for Notice:

Jenny Page, City Secretary
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

Dr. Stephen Waddell, Superintendent
Lewisville ISD
1800 Timber Creek Road
Flower Mound, Texas 75028

AGENDA ITEM #30.D.

JOINT ELECTION AGREEMENT

between

The City Council of the City of Frisco (the City), the Board of Trustees of the Frisco Independent School District (AISD) known as the School, and the Board of Trustees of Collin College District (the College).

BY THE TERMS OF THIS AGREEMENT, the City, the School and the College, do hereby agree, pursuant to the provisions of the Texas Election Code, to hold a joint election for the General Election and Special Election should it be called, of the City and the General Elections of the School District and the College to be held on Saturday, May 11, 2013. The entities have contracted with the Collin County Elections Administrator (Election Administrator) to perform various duties and responsibilities on their behalf.

The City, FISD and the College shall share equally in shared expenses applicable for the early voting locations at Collin College – Preston Ridge Campus and Fire Station #5. All entities shall share Election Day polling location expenses for Benton Staley Middle School and Wester Middle School. Expenses include polling location costs, election officials, supplies, ballots and any other and all necessary expenses for the election upon receipt of satisfactory billing and invoices reflecting the total of such election.

Tabulation and centralized costs shall be shared equally between the number of entities holding an election on May 11, 2013. An entity canceling an election pursuant to Section 2.053 of the Texas Election Code will not be liable for costs incurred by the Elections Administrator in conducting the May 11, 2013, Joint General Election of the City, the School District and the College; they will be liable only for the contract preparation fee of $75.00.

APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By:_____ Attest:_____
Maher Maso, Mayor Jenny Page, City Secretary

APPROVED BY THE TRUSTEES OF THE FRISCO INDEPENDENT SCHOOL DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By:_____ Attest:_____
Dr. Jeremy Lyon, Superintendent Renee Ehmke, Board President

APPROVED BY THE TRUSTEES OF THE COLLIN COLLEGE DISTRICT in its meeting held the _____ day of _____, 2013, and executed by its authorized representative.

By:_____ Attest:_____

Dr. Cary Israel, President Kim Davison, Asst. Vice President

AGENDA ITEM #31.

FINANCIAL SERVICES DEPARTMENT

Memorandum

To: Honorable Mayor Maso and City Council Members

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

From: Anita Cothran, CGFO, Director of Financial Services

Date: February 20, 2013

Subject: Presentation and Acceptance of the Fiscal Year 2012 Comprehensive Annual Financial Report (CAFR), Auditor's Report, and Popular Annual Financial Report

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Action Requested: City Council review and acceptance of the fiscal year 2012 Comprehensive Annual Financial Report, auditor's report, and Popular Annual Financial Report.

Background Information: Section 7.18 of the City Charter requires an annual independent audit of the City's funds. Finance Department staff prepared the CAFR and Crowe Horwath, LLP performed the financial audit, and expressed an opinion. This is the second year of our engagement with this firm. The report covers the 2012 fiscal year beginning October 1, 2011. Kevin Smith, our partner with Crowe will be available at the Council meeting to address any questions you may have regarding the audit.

The required federal reports have been completed for the grants we received during the year. The single audit report is included in the auditor's reports which will be provided at the meeting.

The Budget and Audit Committee of the City Council met with the auditors and management staff on Tuesday, February 19, 2013, immediately before the City Council meeting to discuss the audit reports. We have included a summary (Exhibit 1), which highlights a few key points in the report.

Recognition must be given for our entire Financial Services Department staff for their diligence each day in processing transactions and reporting these transactions as required to citizens, council, bondholders, and city management staff. When the audit of the financial statement is completed, it is always considered a direct reflection of the level of competency of our staff that determines the findings and reports received by the external auditors. Danny Collier, our Assistant Finance

Director - Controller does a very good job each year managing the audit process for the City.

Additionally, this year for the first time, we prepared a Popular Financial Report. It is presented as a means of increasing public awareness about the City's financial condition through a more user-friendly presentation. Summary information and charts from the statistical and financial section of the CAFR are included in the Popular Report. Mary Ann Valentine, Senior Administrative Assistant, Financial Services, did the design work for this new report, and we hope that you are pleased.

Supporting Documents:

Comprehensive Annual Financial Report For the Fiscal Year Ended September 30, 2012. A Draft document was provided on February 19 to all Council Members. The final CAFR will be distributed at the Council meeting on March 5th.

Popular Annual Financial Report – September 30, 2012

Single Audit – September 30, 2012

Exhibit 1 – Summary of Financial Position – September 30, 2012

Additionally, the documents will be available for review on the city website after Council acceptance. http://friscotexas.gov/departments/Finance.

Thank you for your consideration of this item.

Summary of Financial Position
As of 9/30/2012

Government-wide Statements

- The totals assets of the City exceeded its liabilities at 9/30/2012 by $982,269,807 (net assets). Of this total, $94,177,625 (unrestricted net assets) may be used to meet the ongoing obligations to the citizens and creditors. (Statement of Net Assets, p. 31)

- The City's net assets of governmental activities increased by $3,780,482 as a result of the year's operations and capital contributions. Net assets of the business type activities increased as a result of the current year's operations and capital contributions by $4,407,086 (Statement of Activities p.32, p.33).

Fund-level

- Total General Fund actual ending fund balance of $32,598,464 is higher than the revised projection of $28,489,280. This can be attributed to a 1% increase in actual revenues, or $680,760 in positive variance. Final expenditures were slightly less than projected for a variance of $3,302,132. The variances for expenditures can basically be attributed to most departments expending less than 100% of their budgeted appropriation for the year, which accounts for the positive variance.(General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – p. 39)

- The current property tax collections were 99.7%, including rollback collections. (Statistical Section – p. 140)

- The Water and Sewer Fund operating income totaled $51,730,318 for the year. Operating expenses totaled $49,022,762. Unrestricted net assets for the Water and Sewer fund total $25,204,454 which is 51% of operating expenses. Cash balances were $15.2 million available at 9/30/2012 which represents approximately 113 days of operating expenses in cash. (Statement of Net Assets Proprietary Funds, p. 42, Statement of Revenues, Expenses, and Changes in Fund Balance, p. 45)

- The Debt Service Fund ended the fiscal year with a fund balance of $4,355,598, an increase of $903,199. 1/12 of the annual debt expenses for FY 2013 total $4,063,063, and this ending balance covers this financial policy. Notes receivable in the debt service fund represent the component unit commitments for City of Frisco debt service issued over the past years. (Balance Sheet – Governmental Funds, p. 35)

AGENDA ITEM #32.

FRISCO
PROGRESS IN MOTION

Department of Financial 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: **Anita Cothran, Director of Financial Services**
Jennifer Hundt, Assistant Finance Director-Budget

Date: **February 25, 2013**

Subject: **Consider and Act Upon Approval of Amendment to Ordinance No. 12-09-61 Adopting the City of Frisco Fiscal Year 2013 Budget**

Action Requested: The City Council adoption of the attached ordinance to amend the Fiscal Year 2013 Budget.

Background Information: The City's Fiscal Year 2013 budget was approved at the September 18, 2012 Council meeting along with the revised budget appropriation for Fiscal Year 2012. We have just accepted the Comprehensive Annual Financial Report for 2012 and are making some recommendations for appropriating the excess revenues over expenditures from 2012.

We would like to amend the FY 2013 budget:

- for FY 2012 purchase order carry-overs; for items ordered but not received by year end, the purchase of needed capital and supplemental items;
- for items requested but unfunded during the FY 2013 Budget as well as new unexpected needs from Departments, and
- for appropriating additional funds to the Capital Reserve Fund, fund balance.

The recommended appropriation amendments are detailed in the Exhibit 1, attached.

These proposed changes are summarized below:

Fund	Original Budget	Revised Budget
General Fund	$ 90,198,894	$ 94,428,804
Water & Sewer Fund	57,381,451	57,713,728
Downtown Improvement Fund	21,432	41,447
Public Art Fund	18,400	43,650
Hotel Motel Fund	3,542,436	3,677,653
Public Television Franchise Fund	299,674	361,684
Capital Projects Fund	34,608,269	36,356,269

Fund	Original Budget	Revised Budget
Capital Reserve Fund	694,500	-0-
Stormwater Fund	1,646,585	2,013,585
Park Dedication Fund	-0-	750,000
Utility Capital Projects Fund	-0-	3,300,000

The attached ordinance has the FY2013 amounts that are changed in bold face type.

Board/ Citizen Input: The Budget and Audit Committee reviewed the amendment at their January 2013 meeting. It has been revised since then.

Alternatives: The City Council may change the amount of the amendment or choose not to move forward at this time.

Financial Considerations: These adjustments would leave the ending fund balance in the General Fund at approximately 28.52% of operating expenditures. The current operations for fiscal year 2013 are under continuous review for cost savings and efficiencies. The sales tax revenue for the first five months of the new year is showing better than projected and property tax collections through February are strong.

Legal Review: The ordinance was reviewed by legal in prior years.

Supporting Documents: Exhibit 1 – Amendment Detail, Ordinance, and Exhibits A thru K - Fund Summaries.

Staff Recommendation: Please do not hesitate to contact one of us should you have further questions.

CITY OF FRISCO, TEXAS ORDINANCE NO_____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS APPROVING THE REVISED BUDGET FIGURES FOR THE CITY OF FRISCO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012; 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, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Frisco, Texas ("Frisco"), the City Council did adopt, by Ordinance No. 12-09-61, the proposed budget of the revenues and expenditures for conducting the affairs of Frisco and providing a complete financial plan for the fiscal year beginning October 1, 2012 and ending September 30, 2013 and did file the same with the City Secretary (the "budget"); and

WHEREAS, additional funding needs have been identified over the past few months from staff; and

WHEREAS, the City Council has reviewed the budget and listened to the staff recommendations and has determined that a revision of the adopted budget is in the best interest of the City.

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: Approval of Amendment to 2012-2013 Budget. The revised estimate of revenues and expenditures for Frisco, attached hereto as Exhibit "A" through "K", as submitted by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2012 and ending September 30, 2013, is hereby approved.

SECTION 3: Amendment to Appropriation of Funds. The sums below are hereby appropriated from the respective funds for the payment of expenditures on behalf of Frisco as established in the approved budget;

	Fiscal Year 2012 (Revised)	Fiscal Year 2013 (Revised)
General Fund	$ 85,642,377	$ **94,428,804**
Insurance Reserve Fund	-0-	-0-
Downtown Improvement Fund	81,698	**41,447**

Special Events Fund	190,000	205,000
Workforce Housing Fund	45,000	45,000
Public Art Fund	5,000	**43,650**
Utility Fund	49,805,548	**57,713,728**
Debt Service	65,127,363	48,756,751
Capital Projects Fund	112,409,037	**36,356,269**
Capital Reserve Fund	419,698	**-0-**
Park Dedication Fees	1,066,440	**750,000**
Thoroughfare Impact Fees	1,000,000	1,000,000
Utility Capital Projects	39,397,024	**3,300,000**
Utility Impact Fees	2,000,000	2,000,000
Hotel/Motel Tax Fund	3,375,277	**3,677,653**
Tax Incremental Reinvestment	26,268,882	26,794,074
Environmental Services Fund	10,195,000	10,723,516
Storm Water Fund	1,580,254	**2,013,585**
Panther Creek PID Fund	374,471	377,689
Superdrome Operations	80,004	80,004
Frisco Square Mgmt. District	490,172	491,251
Grants and Contracts Fund	2,056,344	3,739,569
CDBG Fund	346,472	385,432
Public Television Franchise Fund	139,000	**361,684**
Traffic Control Enforcement Fund	217,079	178,680
Court Technology Fund	303,859	221,297
Charitable Foundation	1,300	-0-

SECTION 4: Authority of City Manager. Specific authority is hereby given to the City Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity; and, to transfer appropriations from designated appropriations to any individual department or activity.

SECTION 5: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting 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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7: 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 5th day of March, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jennifer Page, City Secretary

_____
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.

RICHARD M. ABERNATHY
City Attorney

Date of Publication:_____, Frisco Enterprise

Exhibit A

CITY OF FRISCO
GENERAL FUND
BUDGET SUMMARY
FISCAL YEAR 2012-2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 25,392,819	$ 25,951,360	$ 29,495,413
Receipts:			
Revenues	86,204,031	89,549,629	90,840,129
Interfund Transfers	747,588	735,091	735,091
Total Revenue	86,951,619	90,284,720	91,575,220
Funds Available	112,344,438	116,236,080	121,070,633
Deductions:			
Expenditures	76,888,361	86,626,120	88,516,039
Capital Outlay	1,722,744	1,909,184	2,853,540
Section 380 Sales Tax Grant	1,171,623	951,500	2,048,425
Interfund Transfers-Capital Project	153,290	23,290	23,290
Interfund Transfers-Other Funds	1,052,265	688,800	987,510
Subtotal Deductions	80,988,283	90,198,894	94,428,804
Interfund Transfers-Special one time	1,000,000	-	-
Expenditures-Special one time	860,742	-	-
Total Deductions	82,849,025	90,198,894	94,428,804
Fund Balance, Ending	29,495,413	26,037,186	26,641,829
Contingent Appropriation **	-	1,313,664	1,358,467
Unassigned Fund Balance, Ending	$ 29,495,413	$ 24,723,522	$ 25,283,362

**The City of Frisco policy is to maintain a fund balance of three (25%) months of operating expenditures as a reserve against an unanticipated decrease in revenue. The City Council also recognizes that many commitments have been made for future infrastructure projects. The City established the General Fund - Contingent Appropriation account item to set aside funds for unidentified future needs. The annual designation is 1.5% of operating expenditures or $1,358,467 for FY13. The proposed Ending Fund Balance is 29% of operating expenditures and the Ending Fund Balance Less Contingent Appropriation is 27% of operating expenditures.

CITY OF FRISCO
DOWNTOWN IMPROVEMENT FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 96,979	$ 130,071	$ 130,188
Receipts:			
City Building Leases	100,974	114,900	114,900
Interest Income	136	150	150
Total Revenue	**101,110**	**115,050**	**115,050**
Funds Available	**198,089**	**245,121**	**245,238**
Deductions:			
Operating Expenditures	9,883	21,432	41,447
Capital Expenditures	58,018	-	-
Total Deductions	**67,901**	**21,432**	**41,447**
Fund Balance, Ending	**$ 130,188**	**$ 223,689**	**$ 203,791**

Exhibit C

CITY OF FRISCO
PUBLIC ARTS
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 286,778	$ 286,778	$ 287,386
Receipts:			
Contributions	251	-	-
Interest Income	1,266	600	600
Interfund Transfers - General Fund	3,820	17,800	17,800
Total Revenue	**5,337**	**18,400**	**18,400**
Funds Available	**292,115**	**305,178**	**305,786**
Deductions:			
Operating Expenditures	4,729	18,400	43,650
Total Deductions	**4,729**	**18,400**	**43,650**
Fund Balance, Ending	**$ 287,386**	**$ 286,778**	**$ 262,136**

CITY OF FRISCO
UTILITY FUND
BUDGET SUMMARY
FISCAL YEAR 2012-2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Net Assets, Unrestricted, Beginning	$ 23,070,589	$ 28,592,588	$ 28,046,845
Receipts:			
Water Sales	32,836,867	36,776,860	36,776,860
Sewer Charges	16,865,317	17,804,432	17,804,432
Inspection Fees	1,254,985	600,000	600,000
Interest Income	15,870	10,815	10,815
Miscellaneous	272,027	185,000	185,000
Transfers In	2,250,486	2,217,736	2,217,736
Total Revenue	53,495,552	57,594,843	57,594,843
Funds Available	76,566,141	86,187,431	85,641,688
Deductions:			
Operating Expenses	37,975,766	42,405,522	42,437,799
Capital Outlay	274,715	3,610,193	3,910,193
Bond Principal	6,850,000	6,712,810	6,712,810
Bond Interest/Fiscal Charges	3,418,815	4,652,926	4,652,926
Total Deductions	48,519,296	57,381,451	57,713,728
Net Assets Unrestricted	$ 28,046,845	$ 28,805,980	$ 27,927,960
Cash and Cash Equivalents	$ 21,865,000	$ 20,291,966	$ 19,413,946
Days in Cash	210	175	167

The Utility Fund includes the following services; GIS, utility billing, water distribution, wastewater collection, construction inspection and engineering. The growth experienced by the City is seen in the increase in operating expenses. A large portion of the increase is due to the opening of the Panther Creek Sewer Treatment plant and the increased cost of water. We are proposing a rate increase to continue our efforts to improve the financial health of the Utility Fund.

The City adheres a policy of maintaining 6 month working capital reserve. The projected ending balance for FY 2013 maintains a 5.5 month reserve. Rate modeling information will be provided in September. A final rate adjustment recommendation will be made in September.

Exhibit E

CITY OF FRISCO
CAPITAL PROJECTS FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 70,162,298	$ 16,474,452	$ 56,167,533
Receipts:			
Intergovernmental	993,947	-	-
Contributions	2,778,852	-	-
Interest Income	246,836	-	-
Transfers In - General Fund	153,290	23,290	23,290
Transfers In - Other Funds	1,531,014	2,644,828	4,392,828
Transfers In - Component Units	2,780,122	500,000	695,916
Bond Funds	-	20,500,000	20,500,000
Miscellaneous	14,782	-	-
Total Revenue	8,498,843	23,668,118	25,612,034
Funds Available	78,661,141	40,142,570	81,779,567
Deductions:			
Capital Project Expenditures	22,451,065	34,563,599	36,311,599
Interest & Fiscal Charges	-	-	-
Transfer Out - Other Funds	42,543	44,670	44,670
Total Deductions	22,493,608	34,608,269	36,356,269
Fund Balance, Ending	$ 56,167,533	$ 5,534,301	$ 45,423,298

The citizens of the City of Frisco approved $198,000,000 of General Obligation voter authorized bonds at the May 2006 election. The City sold $50,000,000 as the first sale from this authorization in June, 2006, $44,100,000 in July, 2007, and $25,000,000 in July, 2008 for the Public Safety Communications System, the Cultural Arts and Science Center, and various Road Construction Projects.

An additional $48,500,000 in Certificates of Obligation was sold in FY 2008 for a Sports Village and expansion of the Sports Arena. $4,000,000 in Certificates of Obligation was sold in FY 2010 for construction of the City Hall Parking Garage.

Intergovernmental revenue in FY 2012 includes: approximately $15.4 million from Collin County, $8.6 million from Denton County, $14,257,471 from the North Texas Council of Governments (COG), approximately $783,000 from the FISD, $5,000,000 from TxDOT, and $8,600,000 from various developers. The transfers-in include $23,390 from the General Fund, and a combination of $1,500,000 from the Hotel/Motel Fund, TIRZ Fund, Park Dedication Fund, and FCDC Fund.

A list of the proposed and on-going projects for Fiscal Years 2012-2013 can be found on the pages following this summary.

CITY OF FRISCO
CAPITAL RESERVE FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 1,814,651	$ 2,213,787	$ 2,277,444
Receipts:			
Interest Income	5,261	3,500	3,500
Transfers In - General Fund	815,000	565,000	1,065,000
Sale of Assets	-	-	-
Total Revenue	820,261	568,500	1,068,500
Funds Available	2,634,912	2,782,287	3,345,944
Deductions:			
Capital Project Expenditures	357,468	694,500	-
Transfer Out	-	-	-
Total Deductions	357,468	694,500	-
Fund Balance, Ending	$ 2,277,444	$ 2,087,787	$ 3,345,944

The City of Frisco's City Council has expressed the desire to establish a reserve for future infrastructure needs. The FY 2008 Budget established the Capital Reserve Fund to hold reserve fund amounts for that purpose. The initial appropriation was a transfer from the General Fund of $500,000.

In subsequent years an amount equal to the equipment depreciation for the Frisco Athletic Center (FAC) has been transferred to this fund. All expenditures to date have been used to replace equipment at the FAC. For FY 2013, expenditures include $178,000 for equipment at the FAC, $200,000 for E-Discovery software replacement, and $315,600 for the Cisco Core Network Upgrade for the City Hall and Police Facilities. Also, in FY 2013, we will transfer $350,000 from the General Fund in support of the City Council initiative.

Exhibit G

CITY OF FRISCO
PARK DEDICATION FEE FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	4,299,442	$ 4,716,002	$ 6,477,975
Receipts:			
Park Dedication Fees	2,993,998	-	-
Interest Income	5,322	-	-
Total Revenue	2,999,320	-	-
Funds Available	7,298,762	4,716,002	6,477,975
Deductions:			
Transfers Out - Other Funds	820,787	-	750,000
Total Deductions	820,787	-	750,000
Fund Balance, Ending	$ 6,477,975	$ 4,716,002	$ 5,727,975

Park dedication fees were established to assure the availability of funds to purchase land and construct neighborhood parks. Developers are required to pay a fee based on the number of units or to contribute land. The funds are tracked separately and transferred to the Capital Projects Fund as needed for scheduled development.

In addition to the Park Dedication fees for construction and development, the parks capital projects are also funded by General Obligation Bonds in the Capital Projects Fund. A list of the proposed Park Projects for Fiscal Year 2012-2013 can be found on the Capital Projects Fund Schedule of Projects page.

The City takes a conservative approach and does not budget anticipated revenue. Funds are appropriated only after collected from the developer. Appropriations from this fund will be made later in the year as funds are received.

CITY OF FRISCO
UTILITY CAPITAL PROJECTS FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Working Capital, Beginning	$ 36,465,842	$ 68,818	$ 32,295,094
Receipts:			
Bond Funds	-	30,000,000	30,000,000
Transfers In - Component Units	-	-	-
Transfers In	-	-	3,300,000
Contributions	1,818,643	-	-
Interest Income	149,102	-	-
Total Revenue	1,967,745	30,000,000	33,300,000
Funds Available	38,433,587	30,068,818	65,595,094
Deductions:			
Capital Project Expenditures	6,138,493	-	3,300,000
Total Deductions	6,138,493	-	3,300,000
Working Capital, Ending	$ 32,295,094	$30,068,818	$ 62,295,094

This funding is for ongoing improvements to the water and wastewater distribution system. The debt is considered to be self-supporting debt as revenues from the Utility Fund pay for issued Certificates of Obligation. The City anticipates selling $35,000,000 in debt in FY 2013 in anticipation of capital project needs in FY 2014. A list of the ongoing projects follows this summary.

Exhibit I

CITY OF FRISCO
HOTEL/MOTEL FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 310,359	$ 274,934	$ 524,622
Receipts:			
Hotel/Motel Tax	3,027,021	3,233,387	3,233,387
Interest Income	132	1,000	1,000
Merchandise	-	1,000	1,000
Sponsorships & Event Sales	11,064	18,500	18,500
Interfund Transfers	-	-	-
Intergovernmental	218,122	400,000	400,000
Miscellaneous	325,485	-	-
Total Revenue	3,581,824	3,653,887	3,653,887
Funds Available	3,892,183	3,928,820	4,178,509
Deductions:			
Operating Expenditures	1,274,125	1,497,535	1,632,752
Capital Outlay	-	-	-
Designation for Arts Programs	75,000	75,000	75,000
Special Events	522,429	485,575	485,575
Interfund Transfers-Other Funds	-	-	-
Appropriation for Sports Complex	262,128	281,313	281,313
Appropriation for Convention Center	1,233,879	1,203,013	1,203,013
Total Deductions	3,367,561	3,542,436	3,677,653
Fund Balance, Ending	$ 524,622	$ 386,385	$ 500,856

CITY OF FRISCO
STORMWATER FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Working Capital, Beginning	$ 860,509	$ 643,226	$ 858,441
Receipts:			
Fees	1,382,499	1,416,449	1,416,449
Interest Income	1,140	500	500
Total Revenue	1,383,639	1,416,949	1,416,949
Funds Available	2,244,148	2,060,175	2,275,390
Deductions:			
Operating Expenses	913,069	1,343,316	1,278,088
Capital Outlay	350,862	181,582	33,810
Interfund Transfers - Other Funds	121,776	121,687	701,687
Total Deductions	1,385,707	1,646,585	2,013,585
Working Capital, Ending	$ 858,441	$ 413,590	$ 261,805

The Stormwater Fund was created in FY 2010 to fund the City's effort to comply with the Municipal Separate Stormwater Sewer System (MS4) permit issued by the State. The permit requires implementation of six minimum control measures to improve stormwater quality. These are public education and outreach, public involvement, illicit discharge detention and elimination, construction site stormwater runoff control, post-construction stormwater management in new development and redevelopment, and good housekeeping and best management practices.

Interfund transfers to other funds includes a transfer to the General Fund for administrative costs and to the Utility Fund for a prorata cost of billing expenses.

Exhibit K

CITY OF FRISCO
PUBLIC TELEVISION FRANCHISE FUND
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 464,550	$ 634,720	$ 707,465
Receipts:			
Franchise Tax Revenue-Cable	316,579	312,400	312,400
Interest Income	515	500	500
Total Revenue	**317,094**	**312,900**	**312,900**
Funds Available	**781,644**	**947,620**	**1,020,365**
Deductions:			
Capital Project Expenditures	74,179	299,674	361,684
Total Deductions	**74,179**	**299,674**	**361,684**
Fund Balance, Ending	**$ 707,465**	**$ 647,946**	**$ 658,681**

Proposed Budget Amendment Items

General Fund Recommendations:	
Rollover PO Amounts	501,765
November Election additional cost	52,750
Chapter 380 Sales Tax Agreement (rebate estimate of $1,096,925)	1,096,925
Fire Chief Search and Hiring (7 mo salary & benefits, plus operations and capital)	189,000
Additional Police SROs; request from FISD (6 for half year)	231,114
Slope Repair (Transfer to the Capital Reserve Fund for slope repair at Lebanon Road and BNSF)	418,000
Various Personnel Adjustments	100,000
Additional Transfer to the Capital Reserve Fund (Excess Revenues FY 12)	500,000
Library Master Plan	100,000
Cisco (originally budgeted to be expended from the Capital Reserve Fund)	316,500
Exchange and SharePoint Upgrade	200,000
Building Demolition	50,000
Disaster Recovery Plan - Phase I	75,000
4 New Tahoes (requested 10 in proposed budget)	235,356
Library Books (requested 750k in proposed budget, received 500k in budget)	100,000
Building Inspection Pickup (3 requested in proposed budget, none received)	17,500
Battery and Capacitor Replacement at PD	26,000
Library Electrical/Connectivity	20,000
Total Increase to Expenditures	**4,229,910**
Revenue (Sales Tax Agreement revenue estimate)	**1,290,500**
Net Impact	**2,939,410**

Proposed Budget Amendment Items

Utility Fund Recommendations:	
Rollover PO Amounts	32,277
Stewart Creek Expansion (3.3M transfer; only 3M budgeted)	300,000
Total Increase to Expenses	**332,277**
Downtown Improvement Fund Recommendations:	
New Lease Requirements	17,015
Christmas Lights	3,000
Total Increase to Expenses	**20,015**
Public Art Fund Recommendations:	
Maintenance on various pieces of art including The Bronzes, Fetching Water, and Frisco Flyer	25,250
Total Increase to Expenses	**25,250**
Hotel/Motel Fund Recommendations:	
Rollover PO Amounts	60,217
Office Space	75,000
Total Increase to Expenses	**135,217**
Public Television Franchise Fund Recommendations:	
Rollover PO Amounts	62,010
Total Increase to Expenses	**62,010**
Capital Projects Fund Recommendations:	
Teel Detention/Retention Pond (Revenue from Stormwater 580k and Parks 750K)	1,330,000
Slope Repair (Revenue from GF 418K)	418,000
Total Increase to Expenditures	**1,748,000**
Revenue (various sources listed above, plus EDC for Hickman Rd)	**1,943,916**
Net Impact	**(195,916)**
Capital Reserve Fund Recommendations:	
Remove expense budget of FAC equipment, Ediscovery, and Cisco	(694,500)
Total Decrease to Expenditures	**(694,500)**
Revenue (Increase transfer in from GF)	**500,000**
Net Impact (Increase in Fund Balance)	**(1,194,500)**
Stormwater Fund Recommendations:	
Rollover PO Amounts	67,000
Fund Balance Transfer for Teel Detention/Retention Pond	300,000
Total Increase to Expenses	**367,000**
Park Dedication Fund Recommendations:	
Teel Detention/Retention Pond (transfer to Fund 300)	750,000
Total Increase to Expenses	**750,000**
Utility Capital Projects Fund Recommendations:	
Stewart Creek Expansion	3,300,000
Total Increase to Expenditures	**3,300,000**
Revenue (transfer)	**3,300,000**
Net Impact	**-**

AGENDA ITEM #33.

FRISCO
PROGRESS IN MOTION

Department of Financial 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: **Anita Cothran, Director of Financial Services**
Jenny Hundt, Assistant Finance Director-Budget

Date: **February 25, 2013**

Subject: **Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Economic Development Corporation Fiscal Year 2013 Budget**

Action Requested: The City Council adoption of the attached ordinance to amend the Frisco Economic Development Corporation (FEDC) Fiscal Year 2013 Budget.

Background Information: The FEDC's Fiscal Year 2013 budget was approved at the September 18, 2012 Council meeting along with the revised budget appropriation for Fiscal Year 2012.

The FEDC and City staff identified items to be considered as modifications to the FEDC FY 2013 Budget. The proposed amendment includes the following major changes:

Revenue:	Total increase of $664,836 including an additional $645,250 for Sales Tax Revenue.
Operations:	Total Increase of $211,025 including: $75,000 for Advertising, $50,000 for EB-5 Legal Fees, $35,350 for Promotional/Marketing, $20,000 for Contract Services and $11,500 for Furniture.
Capital Outlay:	Total increase of $5,681 for the NTEC building exterior sign.

Remediation Costs:	$500,000 for remediation costs (being paid from escrow).
Incentives:	Net increase of $977,363.
Transfers:	Increase of $195,916 to the City for Hickman Parkway.

The Revised Ending Fund Balance is estimated to be $18,564,805

The fund summary is provided for your review.

Board/ Citizen Input: FEDC approved the amendment at their meeting on February 20, 2013.

Alternatives: The City Council may change the amount of the amendment.

Financial Considerations: The ending Fund Balance after this amendment for fiscal year 2013 is $18,564,805.

Legal Review: The attorney has previously approved the ordinance.

Supporting Documents: Ordinance and fund summary.

Staff Recommendation: Please do not hesitate to contact one of us should you have further questions.

CITY OF FRISCO, TEXAS ORDINANCE NO_____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS APPROVING THE REVISED BUDGET FIGURES FOR THE FRISCO ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012; 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, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Frisco, Texas ("Frisco"), the City Council did adopt, by Ordinance No. 12-09-60, the proposed budget of the revenues and expenditures for conducting the affairs of the Frisco Economic Development Corporation and providing a complete financial plan for the fiscal year beginning October 1, 2012 and ending September 30, 2013 and did file the same with the City Secretary (the "budget"); and

WHEREAS, additional funding needs have been identified over the past few months from staff; and

WHEREAS, the City Council has reviewed the budget and listened to the staff recommendations and has determined that a revision of the adopted budget is in the best interest of the City.

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: Approval of Amendment to 2012-2013 Budget. The revised estimate of revenues and expenditures for the Frisco Economic Development Corporation, attached hereto as Exhibit "A", as submitted by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2012 and ending September 30, 2013, is hereby approved.

SECTION 3: Amendment to 2012-2013 Budget. The revised estimate of expenditures for the FEDC's fiscal year 2012-2013 is $16,233,641.

SECTION 4: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent

jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 5th day of March, 2013.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

_____
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
RICHARD M. ABERNATHY
City Attorney

Date of Publication:_____, Frisco Enterprise

CITY OF FRISCO
ECONOMIC DEVELOPMENT CORPORATION
BUDGET SUMMARY
FISCAL YEAR 2012 - 2013

	PRELIMINARY ACTUAL FY 2011-12	ORIGINAL BUDGET FY 2012-13	REVISED BUDGET FY 2012-13
Fund Balance, Beginning	$ 18,861,941	$ 48,623,796	$ 51,975,352
Receipts:			
Sales Tax Receipts	12,244,541	12,705,000	13,350,250
Interest Income	37,273	26,000	39,000
Contributions	33,345	33,345	33,345
Note/Bond Proceeds	41,249,458	-	-
Loan Income	51,478	46,831	52,442
Miscellaneous	43,150	25	1,000
Total Revenue	53,659,245	12,811,201	13,476,037
Funds Available	72,521,186	61,434,997	65,451,389
Deductions:			
Operating Expenditures	1,856,229	2,658,919	2,872,944
Capital Outlay	392,175	-	5,681
Remediation	150,000		500,000
Incentives	2,611,124	6,765,438	7,742,801
Appropriation for Sports Complex	397,717	448,954	448,954
Appropriation for Soccer Complex	369,001	367,894	367,894
Transfer to other funds	574,799	45,000	240,916
Section 380 Sales Tax Grant	-	-	-
Principal	12,295,518	1,945,000	1,945,000
Interest/Fiscal Charges	1,899,271	2,109,451	2,109,451
Total Deductions	20,545,834	14,340,656	16,233,641
Fund Balance, Ending	51,975,352	$ 47,094,341	$ 49,217,748
Escrow for Exide Land	27,000,000	27,000,000	27,000,000
Restricted for Debt Service	3,652,943	2,151,320	3,652,943
Escrow for Exide Remediation	500,000	500,000	-
Non spendable - Prepaids	214,459	-	-
Unassigned Fund Balance	20,607,950	17,443,021	18,564,805

The Frisco Economic Development Corporation benefits the City and its citizens by developing economic resources. It operates primarily within the geographic boundaries of the City. Funding for this organization is derived from a half cent sales tax.

The FEDC has issued bonds and uses various other financing instruments in addition to the funds derived from the half cent sales tax. Debt service schedules for the bonds and other financial obligations supported by the FEDC half cent sales tax can be found in the Long Term Debt section of this budget document.

The FEDC has entered into incentive agreements which obligate funds in future years and will be paid if the companies achieve their goals. Bond proceeds for the Exide land purchase have been escrowed for future payments per the agreement.

AGENDA ITEM #34.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

THRU: **George Purefoy, City Manager**

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

Date: **February 28, 2013**

Re: **Council Strategic Goals for 2013**

Action Requested: Council adoption the Council Strategic Work Session indentified Strategic Goals.

Background: The City Council conducted its Strategic Worksession on January 31 – February 2, 2013. From that Worksession, a number of recommendations were identified. Also at the Worksession, Council unanimously agreed upon ten Strategic Goals.

The Strategic Goals agreed upon are as follows:

- Grand Park
  - Get Grand Park under construction
  - Pursue a new major venue to operate within Grand Park
  - Explore a Grand Park master developer
- Pursue Destination Retail and Restaurants
- Dallas North Tollway/Warren Parkway Plan
- Review Growth Management Strategies and Policies
  - Future land use plan for both residential and commercial
  - Overlays
  - Master Plans
  - Special Districts
- Develop a Sports Venue Marketing Plan
  - CVB marketing of venues and events
  - Optimize utilization of current venues
- Exide Property Construction and Clean Up
- Establish a Capital Reserve Fund and a Plan for Funding
  - Study the funding needs for aging infrastructure

- Complete the Gearbox Project
- Increase Commercial Office Production
- Update the Parks Master Plan to drive additional decision making regarding future park property acquisition, etc.

One of the Worksession recommendations was that Council should formally adopt the ten Strategic Goals agreed upon. At your February 19th Council Meeting, Council discussed the Goals and requested this item be placed on this agenda.

Recommendation: Council should formally adopt the Strategic Goals.