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, MAY 21, 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 parking issues and a lease amendment with Dallas Stars.
      ii. Receive legal advice regarding Exide cleanup/remediation of hazardous and non-hazardous waste.
      iii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
      iv. Receive legal advice related to possible amendments to the Zoning Ordinance regarding Household Care Facilities, Rehabilitation In-Home Care Facilities, Rehabilitation Care

Facilities and Rehabilitation Care Institutions.

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.

INDIVIDUAL ITEMS

4. Recognition of Service for the Economic Development Corporation, Convention and Visitor's Bureau Board, Community Development Corporation, Housing Authority Board and the Housing Trust Fund Board (CSO/WW).

5. Recess for a reception honoring the members of the Economic Development Corporation, Convention and Visitors Bureau Board, Community Development Corporation, Housing Trust Fund Board and the Housing Authority Board for their service. (CSO/WW).

6. Reconvene into open session.

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

7. Lupus Awareness Month

REPORTS

8. Denton County Children's Advocacy Center Update

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

10. Financial Services Monthly Budget Status Report for April 2013

11. Frisco CVB April Report on Industry Statistics

12. Development Services Activities Monthly Update April 2013

13. Fire Department Monthly Report on Incident Response and Educational Activities, April 2013.

14. Police Department's crime statistics and response times for the month of April 2013.

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

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

CONSENT AGENDA

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

16. Consider and act on the minutes from the April 29, 2013 Joint EDC, P&Z, City Council Worksession, May 7, 2013 Regular City Council Meeting, and the May 13, 2013 Special City Council Meeting. (CSO\JP)

17. Consider and act upon the approval of a Chapter 380 Grant Agreement by and between the City of Frisco, Texas and Conifer Revenue Cycle Solutions, LLC. (CMO/RP)

18. Consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of a Traffic Signal on Teel Parkway at Old Orchard Drive (Bid No. 1304-049) (Engineering/SL).

19. Consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of a Traffic Signal on Independence Parkway at Kelmscot Drive (Bid No. 1305-050) (Engineering/SL).

20. Consider and Act upon approving a resolution authorizing the City Manager to execute an Agreement with Halff Associates Inc. to develop/update an Open Space Master Plan. (Parks /DR)

21. Consider and Act upon a resolution authorizing the City Manager to execute a , Developers Agreement, a Real Estate Contract, a Subordination, Non-Disturbance and Attornment Agreement, a Collateral Assignment and Security Agreement, with Shaddock Developers LTD. / Master Developers-SNB LLC for the acquisition of Cottonwood Creek Park and Park Improvements. (Parks /

DR)

22. Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name of Cottonwood Creek Park, for a future linear park located along Cottonwood Creek within the Shaddock Creek Subdivision. (P&R/DR)

23. Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name of Boulder Draw Park, for a future neighborhood park located near El Dorado Pkwy and Teel Pkwy. (Parks / DR)

24. Consider and act upon a recommendation by the Parks and Recreation Board, approving a resolution, to adopt a proposed Master Plan for a future neighborhood park located between The Knolls of Frisco and Newman Village subdivisions. (Parks /DR)

25. Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name Hackberry Knoll Park for a future neighborhood park in the Grayhawk subdivision. (Parks / DR)

26. Consider and act upon City Council approval of a purchase order to Medical Priority Consultants Inc. dba Priority Dispatch Corporation for the purchase of Medical ProQA Software. (Fire/DF)

27. Consider and act upon City Council award of bid 1304-045, annual contract for water and wastewater SCADA system maintenance to Kimark Systems, Inc. (Public Works/DF)

28. Consider and act upon City Council approval of multiple purchase orders for Police vehicle emergency lighting, equipment and make-ready services for 15 Police vehicles. (Police/DF)

29. Consider and act upon City Council approval of a purchase order to Safer Services for the purchase of CentrAlert Emergency Operating System software and hardware. (Fire/DF)

30. Consider and act upon City Council award of RFP #1303-037, Local Marketing Advocacy Program, to The Dealey Group. (CVB/DF)

31. 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.)

32. Consider and act upon an Amendment to Ordinance 13-02-07 establishing the maximum speed limit on FM 423 within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission (Engineering/SL).

REGULAR AGENDA

33. Public Hearing: Zoning Case ZA13-0001. A request to amend Zoning Ordinance No. 11-04-09 regarding Household Care Facilities, Rehabilitation Care Facilities, Rehabilitation In-Home Care Facilities and Rehabilitation Care Institutions. (Development Services/JW)

34. Public Hearing: Annexation Case A13-0001. A proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51. (Development Services/MW)

35. Discussion and provide direction concerning a request for a noise variance. (Communications/DB)

36. Consider and act upon adoption of Ordinances canvassing the May 11, 2013 General Election and Special Bond Election. (CSO/JP)
Considere y actúe sobre la adopción de una Ordenanza Solicitando la Elección General y Elección Especial de Bonos el 11 de Mayo de 2013.

    A. Ordinance canvassing the General Election.

    B. Ordinance canvassing the Special Bond Election.

37. Consider and act upon adoption of a resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation; and resolving other matters relating to the subject. (CMO/NL)

38. Consider and act upon adoption of a resolution expressing official intent to reimburse costs of projects. (CMO/NL)

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

40. 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, May 17, 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 #4.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Wendy Withers, Assistant City Secretary**

Date: **05/13/2013**

Agenda Caption: **Recognition of Service for the Economic Development Corporation, Convention and Visitor's Bureau Board, Community Development Corporation, Housing Trust Fund Board and the Housing Authority Board**

The following Boards will be recognized during the City Council meeting on May 21, 2013. There will be a short recess and refreshments following the presentation of awards.

Economic Development Corporation
Daniel Bollner, Place 6, Secretary Treasurer
Gerald Perrin, Place 5
Daniel Mossakowski, FISD Representative, Vice Chairman
David Prince, Place 1
Jaime Ronderos, Place 7
Paul Sheldon, Place 2
Jeff Snowden, Place 3, Chairman

Convention and Visitors Bureau Board of Directors
Gordon Barr, Place 9, Vice Chairman
Bill Bretches, Place 2-Hotel 1
Keith Britton, Place 4- At Large
Randall Burks, Place 6- Restaurant
Mark Frankenfeld, Place 8- Sports Team Representative
Lara Hansen, Place 7- Downtown/ Frisco Square
Steve Lay, Place 10-Ex Officio At Large
James (Tom) Lewis, Place 3- At Large

Peter Streit, Place 2- Hotel 2
Charles Wright, Place 11 Ex Officio At Large
Jason Young, Place 5 Retail

Community Development Corporation
Heather Bowers, Place 4
Gary Carley, Place 1, President
John Classe, Place 2
Cynthia Hurley, Place 6, Secretary
George Martin, Place 7, Treasurer
Craig Moen, Place 3, Vice-President
Jason Money, Place 5

Housing Trust Fund Board
David Aronoff, Place 6
Harold Colvin, Place 1
Shane Gilmore, Place 7
Jason Hartgraves, Place 5
Ann Marie Kappel, Place 4
Alex Parker, Place 3
Lynn Slaney-Silgue, Place 2

Housing Authority Board
Paul Boyd, Place 3
Fred Lusk, Place 1
Robert Uhls, Place 4
Marie Walters, Place 2
Charles Yarbough, Place 5

AGENDA ITEM #9.

Department of Public Works
11300 Research Road
Frisco, Texas 75033
Phone: 972-292-5800 Fax: 972-292-5891

Frisco Public Works

MEMORANDUM

To: City Council

From: Gary Hartwell

CC: Henry Hill

Date: May 10, 2013

Re: Monthly Report for April, 2013

We recorded 2.0 inches of rainfall in April and used 671.2 million gallons of water for the month. Our average usage was 22.4 million gallons per day (mgd) or about 170 gallons per person per day (gpcd) as compared to 159 gpcd from last year. Our daily water usage ranged from a minimum of 15.1 mgd (115 gpcd) on April 3 to a maximum of 30.6 mgd (233 gpcd) on April 30.

The 120 bacteriological samples for April required by the TCEQ all tested negative for any contamination. All 330 of our chlorine samples were within the normal limits for water quality.

We installed 226 water meters in April and we televised 217 private service lines for new homes.

Our licensed irrigators performed 195 free irrigation check-ups in April, of which 24 were for violations, three for registration of smart controllers, two for high water bill checks, and 166 were just for the free check-up. We now have 4,330 water customers signed up to receive the e-mail for weekly watering advice. We have completed 9,345 check-ups since this program began in 2006.

We inspected 196 fire hydrants and 581 manholes for proper operation. We repaired 10 sidewalks including city crews and our private contractor, and installed/replaced 88 traffic signs in April.

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

With the NTMWD reporting data delayed by one month, we collected about 2,530 residential tons and about 3,050 tons of commercial solid waste in March. Curbside recycling was about 1,030 tons in March.

Public Works Monthly Report To Council

	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13
Monthly Rainfall (Inches)	2.4	3.6	2.3	1.2	1.6	1.4	1.2	0.1	2.5	3.2	1.5	4.1	2.0
Productivity													
Street - Sidewalk Hazards Repaired/Month	13	8	11	16	14	12	12	13	10	9	20	15	10
Traffic - Signs Installed Per Week	25	33	23	34	69	26	22	36	37	26	23	52	20
Water - Fire Hydrants Inspected Per Day	40	51	48	30	87	67	21	13	11	11	25	29	9
Sewer - Manholes Inspected Per Month	54	144	69	103	138	206	175	166	175	207	241	349	581
Meter - Meters Installed Per Day	5	8	7	7	7	8	7	10	7	9	7	9	10
Street Sweeping (Curb Miles)	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0
Free Irrigation Check-ups	278	339	320	314	311	229	262	153	94	104	117	197	195
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	604.1	925.6	978.3	1,301.3	1,346.1	1,206.1	925.1	828.3	610.7	512.9	475.0	623.9	671.2
Gallons Per Person Per Day	159.4	235.9	257.0	330.5	341.0	314.6	232.6	214.3	152.4	127.7	130.5	153.9	170.1
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
DBP Samples Passing (4/Quarter)			100%			100%			100%			100%	
Meter Division													
New Meters Installed	104	166	138	152	160	153	170	192	142	198	148	198	226
Construction Fire Hydrant Meters Rented	107	109	113	117	118	121	114	120	115	118	118	124	123
ROW Inspections													
Right of Way Permits Issued	268	257	218	248	275	283	318	282	219	333	348	388	614
Private Sewer Service Lines Televised	140	142	150	163	160	144	188	174	155	207	214	205	217
Environmental Services Division													
Residential Tonnage	2,699.8	2,654.4	2,725.4	2,664.0	2,739.9	2,337.5	2,598.9	2,846.5	2,623.4	2909.5	2349.6	2531.4	Delayed
Residential Citizen Use	291.4	342.4	374.4	318.6	320.6	302.9	272.0	283.7	380.2	274.9	269.9	328.3	Delayed
Commercial Tonnage	3,157.3	3,410.9	3,224.4	3,098.7	3,232.7	2,831.4	3,224.1	3,031.8	3,148.2	3158.3	2825.6	3046.7	Delayed
Landfill Tonnage	1,101.3	1,058.1	1,534.4	1,418.6	2,056.3	1,085.4	1,153.9	629.8	419.5	633.1	732.5	1055.2	Delayed
Curbside Recycling Tonnage	1,138.4	1,154.1	1,163.9	994.0	1,065.5	942.3	1,039.1	1,125.4	1,115.9	1215.2	959.2	1033.5	Delayed
Compost (Yardwaste) Tonnage	358.8	238.6	224.2	178.3	137.9	139.1	163.9	154.0	190.2	136.0	135.9	281.3	Delayed
*Cardboard (New Move-Ins) Tons	2.0	0.8	8.1	5.1	3.9	4.0	3.7	3.6	3.3	4.5	2.4	4.2	Delayed

Public Works Monthly Report To Council

Annual Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Monthly Rainfall (Inches)	52.8	37.9	66.7	34.4	35.1	68.1	38.9	41.8	31.3	26.9	30.6	10.8	
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	12	14	
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	33	30	
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	33	19	
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	162	345	
Meter - Avg Meters Installed Per Day	ND	ND	ND	ND	ND	9	6	4	5	6	7	9	
Street Sweeping (Curb Miles)	4,839.2	6,106.0	6,020.0	3,206.3	10,334.5	10,260.5	12,646.5	12,750.1	7,896.0	7,896.0	7,896.0	2,632.0	
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	2,673	613.0	
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	4,926.9	5,912.0	5,588.3	7,767.0	8,033.6	6,890.1	8,612.4	7,628.9	8,862.2	10,111.0	10,095.0	2,283.0	
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	216.8	582.2	
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%	100%	
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%	100%	
Trihalomethane Samples Passing (4/Quarter)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%	100%	
Meter Division													
New Meters Installed	3,390	3,299	3,626	3,714	3,582	1,931	1,450	1,049	1,338	1,406	1,699	770	
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	1,319	483	
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	3,110	1,683	
Private Sewer Service Lines Televised	3,361	3,213	3,957	4,398	4,124	2,079	1,327	1,048	1,557	1,527	1,720	843	
Environmental Services Division													
Residential Tonnage	21,702.3	25,082.4	26,991.5	24,522.1	26,239.4	29,278.1	30,701.0	28,668.9	31,763.4	31,327.0	31,776.6	7,790.6	
Residential Citizen Use	1,123.5	2,035.7	2,188.0	2,197.1	2,265.0	2,214.7	2,609.1	2,356.3	3,044.9	3,653.8	3,780.1	873.1	
Commercial Tonnage	19,973.0	21,987.3	25,495.6	25,619.1	28,631.0	31,026.4	32,465.6	29,591.6	34,735.8	35,699.0	37,460.2	9,030.6	
Landfill Tonnage	5,366.2	18,005.2	25,220.2	22,546.6	23,481.6	26,414.8	27,148.7	16,904.5	9,119.5	10,719.5	13,516.0	2,420.8	
Curbside Recycling Tonnage	2,115.0	2,592.0	4,587.5	7,893.0	10,342.5	10,802.9	11,750.5	10,705.6	12,203.8	12,125.9	13,051.1	3,207.9	
Compost (Yardwaste) Tonnage	920.0	1,493.0	1,498.3	1,504.0	1,124.9	1,799.4	2,020.9	2,233.1	2,485.2	2,245.8	2,463.8	553.2	
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	42.5	48.1	11.0	

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

COUNCIL STRATEGIC FOCUS	Performance measures			
Sustainable city	**13-Mar**			% Change
	Residential Services	**2013**	**2012**	
	# of households	38,600	37,246	3.64%
	Tonnage - trash	2,531.40	2,880.58	-12.12%
	Tonnage -recycling	1,033.49	1,143.38	-9.61%
	Lbs per household recycling	53.55	61.40	-12.78%
	Lbs per household trash	131	155	-15.20%
	Diversion Rate (r vs t)	28.99%	28.41%	2.03%
	Commercial Services			
	Tonnage - trash	3,046.66	3,191.45	-4.54%
	# Dumpster Accounts	761	744	2.28%
	# Compactor Accounts	76	72	5.56%
	# Commercial carts	162	125	29.60%
	# of roll offs	12	12	0.00%
	Lbs per cu yd (D)	80.64	80.31	0%
	Lbs per cubic yard (CO)	322	301	7%
	Construction Waste Services			
	# Accounts (Champion)	82	62	32.26%
	C & D Landfill Tonnage	998.89	1,085.61	-7.99%
	# of hauls per month (Champion)	165	148	11.49%
	# of hauls per month (IESI)	21	19	10.53%
Public Health and Safety				
	# of participants hhw	445	443	0.45%
Infrastructure	Roadside litter pick up (hours cleaned)	22	0	100.00%
Civic Involvement				
	# of educational presentations	13	9	44%
	# of citizens reached	3000	1730	73%
	# of streets adopted	56	55	2%
	# of volunteer hours	89	48	85%
	Cost savings to City	$1,802.25	$972.00	85%
	# of participants chunk your junk/quarterly	N/A	N/A	
Excellence in City Government				
Call center work orders	Misc	1866	936	99%
	# of deliveries newcomer packets	354	372	-5%
	# of deliveries - carts	167	115	45%
	Total	2387	1423	68%
Long Term Financial Health				
	Used Cardboard Sales	$652.20	$664.68	-1.88%

Benchmarks

AGENDA ITEM #10.

CITY OF FRISCO TEXAS

PROGRESS IN MOTION

MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

April 2013

PRESENTED TO COUNCIL May 21, 2013

FINANCIAL SERVICES DEPARTMENT

Staff Report

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

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

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

Date: **May 13, 2013**

Re: **Monthly Report for April 2013**

Financial Report Summary:

The Budget Summary Report provides financial information for the month of April 2013 for the operating funds, with comparative numbers for April 2012.

Comparative Data: The General Fund revenues collected of $70,040,376 represent 76% of the budget. Total expenditures are 50% of the budget at $47,397,724.

The Utility Fund revenues collected of $32,623,767 are 57% of the budget. Expenses total $33,072,845. The total percentage of expenses to budget is 57% for FY 2013 compared to 58% for FY 2012.

Stormwater Utility Fee Operating Fund revenues total $833,470 or 59% of the budget year to date with expenses of $771,915, or 38%.

The Environmental Services Fund revenue collections of $6,097,979 are 57% of the budget, while spending levels reflect 56% of the budget expended for FY 2013.

The Hotel Motel Fund revenues are $2,090,911 or 57% of the budget. Expenditures are $2,686,292, 73% of the budget.

Financial Report Analysis: A summary financial schedule is provided that details the major revenue sources and expenditures by department for the operating funds.

When comparing actual revenues and expenditures to budgeted projections, all operating funds are tracking as expected for this time of the fiscal year.

Investment Report Summary as of 4/30/2013

Texpool Investment Pool	$ 48,042,392
TexStar Investment Pool	59,210,453
Wells Fargo Choice IV Account	9,869,452
Wells Fargo Analyzed Business	10,003,642
Investments	126,190,000
Certificates of Deposit	1,001,765
Total City Portfolio	$254,317,704
Texpool Yield	0.1022%
TexStar Yield	0.1038%
Wells Fargo Choice IV Yield	0.3000%
Wells Fargo Analyzed Business Yield	0.1600%
Certificate of Deposit Yield	0.3500%
Investment Portfolio Yield	0.3060%

Revenue Collections Division:

	April 2013	April 2012	YTD % Change
Active Customers/accounts	43,606	41,545	5.0%
# new meter sets	218	201	8.5%
# new customers	296	236	25.4%
# disconnects/month	332	234	41.9%
# move in/out readings	374	288	29.9%
# of on-line payments	4,096	2,508	63.3%
On-line payments	$447,135	$237,541	88.2%
# of Metavante payments	33	N/A	N/A
# of Wells Fargo E-box payments	15,470	N/A	N/A
*% customers paying on-line	10%	7%	N/A
**% payments made on-line	10%	6%	N/A
***%customers paying thru bill pay	36%	N/A	N/A
# of bank draft payments	4,686	3,695	26.8%
Bank draft payments	$430,068	$285,435	50.7%

* Total payments processed were 40,957 and 4,096 were online payments.
** Total payments received were $4,682,284 and $447,135 were online payments.
***Total payments processed were 15,503 excluding Remit mail payments.

Finance Division:

Volume indicators:

	April 2013	YTD 2013	April 2012	YTD 2012	YTD % Change
AP checks issued	1,423	10,369	1,290	8,675	19.53%
Payroll checks/direct deposits issued	2,022	15,695	1,923	15,085	4.04%

Supporting Documents:

Dashboard Summary – April 2013
Budget Summary – April 2013
County Tax Report – April 2013
Sales Tax Revenue Report
Sales Tax Comparison Report – Top 20 Cities
Municipal Court – Monthly Statistics
First Southwest Asset Management Report
Permits – Building Inspections April 2013

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

Staff providing information for this report:
Jennifer Hundt, Assistant Finance Director, 972-292-5511, jhundt@friscotexas.gov
Danny Collier, Assistant Finance Director, 972-292-5512, dcollier@friscotexas.gov
April Spann, Revenue Collections Manager, 972-292-5525,aspann@friscotexas.gov
Tanya Anderson, Accounting Manager, 972-292-5519,tanderson@friscotexas.gov
Matthew Freeman, Court Administrator, 972-292-5560, mfreeman@friscotexas.gov
Steve Covington, Chief Building Official, 972-292-5330, scovington@friscotexas.gov

Frisco Council Summary

Financial Report as of April 30, 2013

	General Fund	% of Budget FY 13	% of Budget FY 12	Utility Fund	% of Budget FY 13	% of Budget FY 12	Indicator
Total Approved Revenue Budget	**91,575,220**			**57,594,843**			
Fiscal YTD Total Revenue	70,040,376	76%	73%	32,623,767	57%	54%	58%
Total Approved Expense Budget	**94,428,805**			**57,713,728**			
Total $ Spent YTD	47,397,724	50%	53%	33,072,845	57%	58%	58%

Sales Tax At a Glance

Fiscal YTD Sales Tax (cash basis)	16.28%		$31,940,139	
Monthly Sales Tax	19.44%		$ 4,093,476	
Frisco State Position	15th			16th in April 2012

Monthly Summary

Property tax

Property tax collections for the month are very strong at 98% of general fund budget and 100.23% of the levy.

Sales tax

Sales tax collections reflect a 19% increase over prior year collections, with a portion of this increase (7%) attributed to a new sales tax retail center with a participating 380 agreement which will be rebated back to the center.

Development fees

Development fees are exceeding budgeted projections with 84% of the budget collected year to date.

Water sales

Water revenues are tracking as projected with 57% of budget collected to date, a 12% increase over prior year.

Expenses

Expenses are tracking as expected. General Fund expenses are 8% higher than total expenses at this time last year. Utility Fund expenses are in line with budget at 57% expended. 6% higher than FY 2012 at this time.

Budget Summary for April
Fiscal Year 2013
(Compare to 58.33%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Gen Fund Rev												
Property Tax	38,596,256	38,596,256	207,134	1%	37,964,553	98%	36,371,439	128,238	0%	35,892,971	99%	6%
Sales Tax	25,410,000	26,700,500	2,046,738	8%	15,970,069	60%	24,489,084	1,713,648	7%	13,684,352	56%	17%
Beverage Tax	418,200	418,200	109,294	26%	208,811	50%	412,671	103,428	25%	198,143	48%	5%
Franchise Tax	8,279,250	8,279,250	22,501	0%	3,945,888	48%	7,590,666	219,887	3%	4,382,370	58%	-10%
Development Fees	5,451,800	5,451,800	674,212	12%	4,562,819	84%	5,752,106	422,777	7%	2,798,552	49%	63%
Fire & Amb Fees	1,735,000	1,735,000	214,104	12%	1,156,287	67%	1,670,957	142,173	9%	928,751	56%	24%
Misc Fees/Charges	1,230,236	1,230,236	199,573	16%	883,026	72%	1,336,138	159,099	12%	790,317	59%	12%
Court Fines	2,256,450	2,256,450	193,319	9%	1,274,200	56%	2,366,580	241,177	10%	1,283,696	54%	-1%
Parks & Recreation	4,602,775	4,602,775	291,512	6%	2,483,429	54%	4,474,079	273,951	6%	2,482,977	55%	0%
Library	46,947	46,947	8,464	18%	74,030	158%	203,231	5,887	3%	43,778	22%	69%
Police Fees	1,157,300	1,157,300	58,619	5%	684,345	59%	1,303,336	38,960	3%	639,887	49%	7%
Interest	150,000	150,000	8,759	6%	54,649	36%	121,427	9,213	8%	60,231	50%	-9%
Non-departmental	950,506	950,506	340	0%	778,270	82%	859,904	-2	0%	85,737	10%	808%
Total	90,284,720	91,575,220	4,034,569	4%	70,040,376	76%	86,951,618	3,458,436	4%	63,271,762	73%	11%

Gen Fund Exp												
Administration	3,855,622	4,010,727	414,782	10%	2,258,204	56%	4,320,713	350,436	8%	2,017,678	47%	12%
Financial Services	5,395,633	6,704,440	521,757	8%	2,901,616	43%	5,237,788	244,063	5%	2,841,657	54%	2%
Police	22,283,417	22,756,509	1,593,421	7%	11,461,718	50%	20,158,522	1,603,290	8%	11,134,289	55%	3%
Fire	22,312,016	22,513,054	1,723,094	8%	11,255,067	50%	19,597,627	1,536,666	8%	10,156,601	52%	11%
Public Works	5,783,386	5,783,386	417,647	7%	2,451,413	42%	4,685,984	336,648	7%	2,469,925	53%	-1%
Human Resources	1,063,377	1,090,577	90,799	8%	567,946	52%	916,081	80,901	9%	481,899	53%	18%
Administrative Serv	5,088,505	5,537,433	329,775	6%	2,872,445	52%	4,613,544	311,578	7%	2,755,517	60%	4%
Library	3,659,710	3,910,285	282,401	7%	1,844,571	47%	3,355,531	241,374	7%	1,824,509	54%	1%
IT Serv	1,964,256	2,293,262	446,204	19%	1,230,500	54%	1,826,216	152,658	8%	943,588	52%	30%
Parks & Recreation	11,012,236	11,193,951	730,418	7%	5,346,283	48%	9,833,057	756,206	8%	4,995,904	51%	7%
Engineering Serv	2,170,349	2,349,698	130,825	6%	1,155,514	49%	1,957,084	146,400	7%	976,229	50%	18%
Development Serv	5,318,297	5,338,393	453,027	8%	2,916,942	55%	5,034,707	462,021	9%	2,891,918	57%	1%
Non-departmental	292,090	947,090	7,464	1%	1,135,505	120%	(387,830)	29,465	-8%	361,654	-93%	214%
Total	90,198,894	94,428,805	7,141,614	8%	47,397,724	50%	81,149,024	6,251,706	8%	43,851,368	54%	8%
One Time Transfers	0	0	0	NA	0	NA	1,700,000	0	0%	0	0%	NA
Total	90,198,894	94,428,805	7,141,614	8%	47,397,724	50%	82,849,024	6,251,706	8%	43,851,368	53%	8%
Rev-Exp	85,826	(2,853,585)	(3,107,045)		22,642,652		4,102,594	(2,793,270)		19,420,394		

Budget Summary for April
Fiscal Year 2013
(Compare to 58.33%)

	Original FY13 Budget	Revised FY13 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 12 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 12/13
Utility Rev												
Water	36,689,860	36,689,860	2,290,087	6%	18,697,469	51%	33,036,714	1,826,464	6%	15,999,924	48%	17%
Sewer	17,891,432	17,891,432	1,659,006	9%	10,544,483	59%	17,286,058	1,358,713	8%	9,964,193	58%	6%
Const Inspect Fees	525,700	525,700	58,818	11%	863,858	164%	1,085,903	18,024	2%	835,302	77%	3%
Interest	10,815	10,815	1,783	16%	12,024	111%	15,871	1,464	9%	7,219	45%	67%
Misc	2,477,036	2,477,036	48,165	2%	2,505,933	101%	2,692,772	18,891	1%	2,239,688	83%	12%
Total	57,594,843	57,594,843	4,057,859	7%	32,623,767	57%	54,117,318	3,223,556	6%	29,046,326	54%	12%
Utility Exp												
Financial Serv - UB	1,033,766	1,064,943	81,530	8%	578,911	54%	1,003,646	81,939	8%	540,367	54%	7%
Public Works	38,049,843	38,050,397	3,039,367	8%	21,870,595	57%	33,270,277	2,718,810	8%	19,760,110	59%	11%
Administrative Serv	87,109	87,109	0	0%	0	0%	0	0	NA	0	NA	NA
IT Serv - GIS	1,464,946	1,464,946	106,724	7%	762,575	52%	1,298,877	162,752	13%	785,316	60%	-3%
Engineering Serv	2,780,051	2,780,596	184,675	7%	1,288,300	46%	2,417,597	184,963	9%	1,283,337	56%	0%
Non-departmental	13,965,736	14,265,737	-697	0%	8,572,464	60%	15,378,926	0	0%	8,773,167	57%	-2%
Total	57,381,451	57,713,728	3,411,599	6%	33,072,845	57%	53,369,323	3,148,464	6%	31,142,297	58%	6%
Rev-Exp	213,392	(118,885)	646,260		(449,078)		747,995	75,092		(2,095,971)		
Utility Stormwater												
Revenue	1,416,949	1,416,949	120,586	9%	833,470	59%	1,398,794	115,661	8%	801,592	57%	4%
Expenses	1,646,585	2,013,585	108,488	5%	771,915	38%	1,065,653	147,861	14%	587,009	55%	31%
Rev-Exp	(229,636)	(596,636)	12,098		61,555		333,141	(32,200)		214,583		
Environmental												
Revenue	10,748,357	10,748,357	897,304	8%	6,097,979	57%	10,502,889	882,697	8%	5,980,677	57%	2%
Expenses	10,723,516	10,723,516	821,701	8%	6,052,888	56%	10,247,367	809,245	8%	5,208,391	51%	16%
Rev-Exp	24,841	24,841	75,603		45,091		255,522	73,452		772,286		
Hotel/Motel												
Revenue	3,653,887	3,653,887	534,510	15%	2,090,911	57%	4,109,500	284,980	7%	1,791,754	44%	17%
Expenses	3,542,436	3,677,653	127,914	3%	2,686,292	73%	3,984,734	112,159	3%	2,555,587	64%	5%
Rev-Exp	111,451	(23,766)	406,596		(595,381)		124,766	172,821		(763,833)		

Kenneth L. Maun
Tax Assessor Collector
Collin County
2300 Bloomdale Rd
P.O. Box 8046
McKinney, Texas 75070
972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040

May 10, 2013

Mayor Maher Maso
City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

Dear Mayor Maso,

Enclosed is the Monthly Collection Report for:	April 2013
The City of Frisco tax collections for the month were:	$320,152.03
The Rollback Collections for the month were:	$0.00

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

Attachment

cc: George Purefoy, City Manager
Nell Lange, Assistant City Manager
Anita Cothran, Director of Financial Services (Rollback, Dist Summ, Detail Coll by Year,YTD Summary)

KM:ds

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Monthly Collection Status Report
April 2013

City of Frisco #12

	Collections Month of April	Cumulative Total 10/1/12 thru 4/30/13	% of Collections
Current Tax Year Collections			
Base M&O	$166,757.78	$39,818,536.91	100.03%
Base I&S	115,436.81	$27,564,163.43	
Late Renditon Penalty	987.44	$19,273.60	
P&I M&O	16,524.67	$64,352.77	
P&I I&S	11,345.44	$43,471.99	
P&I I&S Bond			
Attorney Fee	2,572.85	$2,572.85	
Subtotal	$313,624.99	$67,512,371.55	100.23%
Delinquent TaxYears Collections			
Base M&O	$3,154.29	$424,975.28	
Base I&S	2,215.55	$349,451.98	
Late Rendition Penalty	17.09	$344.03	
P&I M&O	2,147.69	$89,092.56	
P&I I&S	1,565.27	$75,374.85	
P&I I&S Bond			
Attorney Fee	2,062.33	$24,378.54	
		0.00	
Subtotal	$11,162.22	$963,617.24	1.43%
Combined Current & Delinquent:			
Base M&O	$169,912.07	$40,243,512.19	
Base I&S	117,652.36	27,913,615.41	
Late Rendition Penalty	1,004.53	19,617.63	
P&I M&O	18,672.36	153,445.33	
P&I I&S	12,910.71	118,846.84	
P&I I&S Bond			
Attorney Fee	4,635.18	26,951.39	
		0.00	
Total Collections	$324,787.21	$68,475,988.79	101.66%
Original 2012 Tax Levy		$67,360,393.56	100.00%

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Cumulative Comparative Collection Status Report
April 2013

City of Frisco #12

	Collections thru April 2013	% Collections	Collections thru April 2012	% Collections
Current Tax Year Collections				
Base M&O	$67,382,700.34	100.03%	$64,243,398.09	98.66%
Late Renditon Penalty	19,273.60		14,132.96	
P&I M&O	107,824.76		143,447.68	
Attorney Fee	2,572.85		1,121.91	
Subtotal	$67,512,371.55	100.23%	$64,402,100.64	98.90%
Delinquent Tax Years Collections				
Base M&O	$774,427.26		$1,634,132.70	
Late Renditon Penalty	344.03		559.23	
P&I M&O	164,467.41		379,616.08	
Attorney Fee	24,378.54		147,610.58	
	0.00		0.00	
Subtotal	$963,617.24	1.43%	$2,161,918.59	3.32%
Combined Current & Delinquent:				
Base M&O	$68,157,127.60		$65,877,530.79	
P&I M&O	272,292.17		523,063.76	
Late Rendition Penalty	19,617.63		14,692.19	
Attorney Fee	26,951.39		148,732.49	
	0.00			
Total Collections	$68,475,988.79	101.66%	$66,564,019.23	102.22%
Adjusted 2011 Tax Levy			$65,117,299.25	100.00%
Original 2012 Tax Levy	$67,360,393.56	100.00%		

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Levy Outstanding Status Report
April 2013

City of Frisco #12

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 3/28/13	$1,016,369.17	$391,892.90
Base M&O Collections	282,194.59	5,369.84
Supplement/Adjustments	3,945.81	123,340.80
Write-off	0.00	0.00
Remaining Levy as of 4/30/13	$738,120.39	$509,863.86
Cumulative (From 10/01/12 thru 4/30/13)		
Original 2012 Tax Levy (as of 10/01/12)	$67,360,393.56	$803,741.50
Base M&O Collections	67,382,700.34	774,427.26
Supplement/Adjustments	760,427.17	480,549.62
Write-off	0.00	0.00
Remaining Levy as of 4/30/13	$738,120.39	$509,863.86

Kenneth L Maun
Tax Assessor/Collector
Collin County
P O Box 8046
McKinney Tx 75070

Monthly Distribution Report
April 2013

City of Frisco #12

	Distribution Month of April	Distribution 10/1/12 thru 4/30/13
Weekly Remittances:		
Week Ending 4/5/13	$128,545.05	$12,430,298.55
Week Ending 4/12/13	$49,180.02	$21,810,343.83
Week Ending 4/19/13	$50,049.37	$11,548,902.31
Week Ending 4/26/13	$25,815.49	$10,702,678.75
Week Ending 4/30/13	$66,511.86	$11,955,832.89
Total Weekly Remittances	$320,101.79	$68,448,056.33
Overpayment from Prior Month	$0.00	$0.00
Manual Adjustment Refund	$0.00	$0.00
Commission Paid Delinquent Attorney	$4,635.18	$26,951.39
Entity Collection Fee	$0.00	$0.00
Judgement Interest	$0.00	$0.00
5% CAD Rendition Penalty	$50.24	$981.07
Total Disbursements	$324,787.21	$68,475,988.79
Carryover to Next Month	$0.00	$0.00

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Accrual Basis

Month Received	Monthly Receipts FY 2013	% Change Over Same Month Prior Year	FY 2012-13 Year to Date Total	% Change YTD 12-13	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	% Change YTD 11-12
					FY12			
Dec	4,308,513	23.20%	4,308,513	23.20%	3,497,198	19.50%	3,497,198	19.50%
Jan	4,047,144	11.18%	8,355,657	17.07%	3,640,120	15.87%	7,137,318	17.62%
Feb	6,547,331	17.97%	14,902,988	17.46%	5,549,946	6.04%	12,687,264	12.26%
Mar	4,254,882	24.14%	19,157,870	18.88%	3,427,402	19.05%	16,114,665	13.64%
Apr	4,093,476	19.44%	23,251,346	18.98%	3,427,296	19.05%	19,541,961	14.55%
May		0.00%	-	0.00%	4,590,910	8.09%	24,132,871	13.26%
Jun		0.00%	-	0.00%	3,559,977	10.97%	27,692,848	12.96%
Jul		0.00%	-	0.00%	3,810,590	15.00%	31,503,438	13.20%
Aug		0.00%	-	0.00%	4,755,662	8.05%	36,259,100	12.50%
Sep		0.00%	-	0.00%	4,130,280	16.24%	40,389,380	12.87%
Oct		0.00%	-	0.00%	3,846,870	8.18%	44,236,250	12.45%
Nov		0.00%	-	0.00%	4,847,923	10.92%	49,084,174	12.30%
Grand Total	**23,251,346**				**19,541,961**			
General Fund	**11,625,673**				**9,770,981**			
EDC/CDC	**5,812,836**				**4,885,490**			

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Cash Basis (Monthly)

Month Received	Monthly Receipts FY 2013	% Change Over Same Month Prior Year	FY 2012-13 Year to Date Total	FY 2012-13 Year to Date % Change	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	FY 2011-12 Year to Date % Change
Oct	3,846,870	8.18%	3,846,870	8.18%	3,556,044	11.70%	3,556,044	11.70%
Nov	4,841,923	10.78%	8,688,793	9.61%	4,370,704	12.27%	7,926,748	12.01%
Dec	4,308,513	23.20%	12,997,306	13.77%	3,497,198	19.50%	11,423,946	14.20%
Jan	4,047,144	11.18%	17,044,450	13.15%	3,640,120	15.87%	15,064,066	14.60%
Feb	6,547,331	17.97%	23,591,781	14.45%	5,549,946	6.04%	20,614,012	12.16%
Mar	4,254,882	24.14%	27,846,663	15.83%	3,427,402	19.05%	24,041,414	13.10%
April	4,093,476	19.44%	31,940,139	16.28%	3,427,296	19.05%	27,468,710	13.80%
May		0.00%	-	0.00%	4,590,910	8.09%	32,059,620	12.95%
Jun		0.00%	-	0.00%	3,559,977	10.97%	35,619,597	12.75%
Jul		0.00%	-	0.00%	3,810,590	15.00%	39,430,186	12.96%
Aug		0.00%	-	0.00%	4,755,662	8.05%	44,185,849	12.41%
Sept		0.00%	-	0.00%	4,130,280	16.24%	48,316,129	12.73%
Grand Total	**31,940,139**				**27,468,710**			
General Fund	**15,970,069**				**13,734,355**			
EDC/CDC	**7,985,035**				**6,867,177**			

Allocation Comparison Summary Reports

Top 20 City Sales and Use Tax Comparison Summary - April 2013

	City	This Period Net Payment	Prior Year Comparable Payment	% Change
1	Houston	44,441,893.48	39,786,793.00	11.70%
2	San Antonio	18,402,997.39	17,513,465.67	5.07%
3	Dallas	16,809,091.84	16,141,885.32	4.13%
4	Austin	12,189,474.22	11,357,077.01	7.32%
5	Fort Worth	8,357,523.37	8,372,050.38	-0.17%
6	Arlington	6,472,246.22	6,116,597.18	5.81%
7	Corpus Christi	5,692,724.82	5,412,310.01	5.18%
8	El Paso	5,622,276.75	5,723,881.35	-1.77%
9	Plano	5,198,583.00	5,260,579.75	-1.17%
10	Round Rock	4,941,476.42	4,250,510.77	16.25%
11	Amarillo	4,749,463.66	4,809,705.50	-1.25%
12	McAllen	4,636,567.15	4,448,729.85	4.22%
13	Lubbock	4,376,352.54	4,004,242.84	9.29%
14	Midland	4,300,196.21	3,903,767.50	10.15%
15	Frisco	4,093,476.23	3,427,295.93	19.43%
16	Irving	3,685,986.38	3,552,604.08	3.75%
17	Beaumont	3,293,936.01	2,564,239.45	28.45%
18	Sugar Land	3,227,499.40	3,003,777.92	7.44%
19	Abilene	3,187,030.20	3,058,565.26	4.20%
20	Grand Prairie	3,038,916.09	2,904,226.58	4.63%

Municipal Court Division:

The court processed 1850 new violations filed for the month of April . Of the 1850 new cases filed, 98.5% were filed by the Police Department, .05% were filed by other City Departments, and 1% were filed by Frisco ISD. There were 9 Teen Court referrals for the month of April .

Work Flow Performance Measures	2012-2013 April	2012-2013 YTD	2012-2013 Proposed	2011-2012	2010-2011
Cases Filed	1,850	12,179	24,000	24,486	20,076
Cases Closed	1,936	13,635	25,000	24,444	19,951
Warrants Issued and Cleared	518 / 329	3196 / 3129	5000 / 5700	4537 / 5071	4668 / 4961
Juvenile Cases Filed	66	553	1,000	1,071	1,106
% of Juvenile Cases Referred to Teen Court*	14%	15%	20%	10%	15%

Re ue Performance Measures	2012-2013 April	2012-2013 YTD	2012-2013 Proposed	2011-2012	2010-2011
Tc New Bench Fines Levied**	$447,473	$3,235,582	$6,500,000	$6,755,585	$5,567,888
% .evied Bench Fines Collected	70%	69%	60%	58%	61%
Tc Revenues Collected	$312,208	$2,246,386	$3,900,000	$3,933,071	$3,376,843
Ci eneral Fund Revenues	$181,869	$1,277,393	$2,256,450	$2,155,535	$1,904,035
Ex nditures	$130,464	$926,661	$1,654,064	$1,492,593	$1,305,885
Tc Revenue Per Case	$161	$165	$156	$161	$169
Tc General Fund Revenue Per Case	$94	$94	$90	$88	$95
Co.. Processing Cost per Case	$71	$76	$69	$61	$65
City Net Per Case	$23	$18	$21	$27	$30
General Fund Revenues Minus Expenditures	$51,404	$350,732	$602,386	$662,942	$598,150
% Processed By Web and Phone	17%	18%	10%	14%	20%
% Processed By Mail	10%	14%	20%	16%	11%
% Processed At Municipal Court	73%	68%	70%	70%	69%

* Percentage of Cases Eligible for Teen Court

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

FirstSouthwest

Relative Value Report
Today's Date: 3-May-13
Settlement Date: **6-May-13**

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

MATURITY DATE	SECURITY TYPE	DISCOUNT/ SPREAD	YIELD
Agency Discount Notes			
21-Jun-13	FHLB	0.060%	0.061%
5-Jul-13	FHLB	0.075%	0.076%
19-Aug-13	FNMA	0.070%	0.071%
6-Sep-13	FNMA	0.080%	0.081%
16-Oct-13	FHLB	0.100%	0.102%
13-Nov-13	FNMA	0.090%	0.092%
16-Dec-13	FNMA	0.110%	0.112%
15-Jan-14	FHLMC	0.110%	0.112%
3-Feb-14	FHLMC	0.120%	0.122%
10-Mar-14	FNMA	0.120%	0.122%
7-Apr-14	FNMA	0.130%	0.132%
6-May-14	FHLB	0.130%	0.132%
Commercial Paper			
5-Jun-13	Toyota Motor Credit	0.110%	0.112%
5-Jul-13	Toyota Motor Credit	0.140%	0.142%
5-Aug-13	Toyota Motor Credit	0.160%	0.163%
3-Sep-13	GE Capital	0.180%	0.183%
3-Oct-13	GE Capital	0.200%	0.204%
1-Nov-13	GE Capital	0.230%	0.234%
31-Jan-14	Toyota Motor Credit	0.260%	0.265%
Agency Bullets (Non-Callable)			
28-May-14	FHLB 1.375	-5.0	0.158%
20-Aug-14	FHLMC 1.00	-2.0	0.188%
25-Nov-14	FHLMC 0.75	+.0	0.208%
25-Feb-15	FFCB 0.30	+2.5	0.233%
27-May-15	FNMA 0.50	+5.5	0.263%
24-Nov-13	FHLB 0.45	+11.0	0.318%
13-May-16	FHLMC 0.50 ***	+7.0	0.387%

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

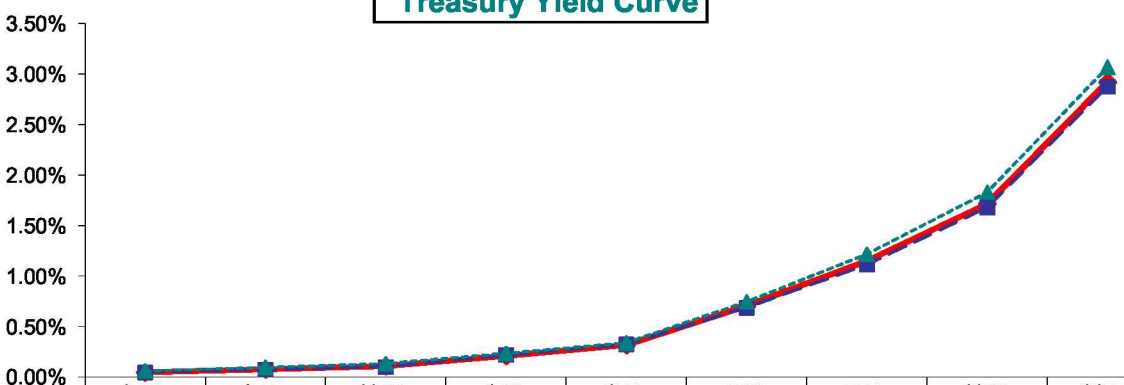
Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.103%	0.107%
7 Day Moving Avg:	0.097%	0.094%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.061%	0.046%	0.066%
2 Mo	0.076%	0.061%	0.071%
3 Mo	0.071%	0.071%	0.081%
6 Mo	0.092%	0.102%	0.117%
9 Mo	0.122%	0.102%	0.137%
12 Mo	0.132%	0.137%	0.132%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.112%	0.112%	0.122%
2 Mo	0.142%	0.142%	0.163%
3 Mo	0.163%	0.163%	0.183%
4 Mo	0.183%	0.183%	0.193%
5 Mo	0.204%	0.204%	0.204%
6 Mo	0.234%	0.234%	0.234%
9 Mo	0.265%	0.244%	0.285%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.158%	0.154%	0.179%
1.5 Yr	0.208%	0.219%	0.249%
2 Yr	0.263%	0.249%	0.304%
2.5 Yr	0.318%	0.329%	0.349%
3 Yr	0.387%	0.394%	0.423%

Treasury Yield Curve



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.046%	0.076%	0.107%	0.208%	0.317%	0.702%	1.148%	1.714%	2.920%
One Week Ago	0.046%	0.076%	0.101%	0.219%	0.324%	0.687%	1.113%	1.679%	2.875%
One Month Ago	0.061%	0.096%	0.132%	0.234%	0.338%	0.745%	1.216%	1.829%	3.067%

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 4/1/2013 thru 4/30/2013

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
BUILDING	CNEW	New commercial structures	33,423.00	$3,500,000.00	$12,996.29	$12,996.29	1	1	
BUILDING	CALT	Commercial alterations	3,789.00	$13,220.75	$378.05	$378.05	2	1	
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	64,561.00	$4,739,309.00	$24,070.97	$24,070.97	14	4	
BUILDING	CADD	Commercial additions	99.00	$341,500.00	$868.60	$868.60	3		
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)							
CO		Certificates of Occupancy	14,481.00	$0.00	$1,125.00	$1,125.00	7	1	
BUILDING	CDMO	Commercial demolitions							0
BUILDING	SCHA	Existing school, alteration or addition to							0
BUILDING	SCHL	New school / education facility building							0
		Section Subtotals	**116,353.00**	**$8,594,029.75**	**$39,438.91**	**$39,438.91**	**27**	**7**	**35**
BUILDING	MNEW	Multifamily structure							0
BUILDING	MADD	Addition to existing multifamily structure							0
[illegible]DING	MALT	Alteration to existing multifamily structure							0
[illegible]TIFAMILY		Multifamily registration for bldg and site insp	0	$0.00		$630.00			1
		Section Subtotals		**$0.00**		**$630.00**			**1**
[illegible]DING	SNEW	Single-family dwellings	878,845.00	$53,123,215.32	$463,560.22	$463,560.22	97	95	192
[illegible]DING	SADD	Addition to existing single-family structure	200.00	$15,455.00	$448.50	$448.50	2	1	3
[illegible]DING	SALT	Alteration to existing single-family structure	21,439.00	$1,371,088.60	$26,153.25	$26,153.25	91	89	180
[illegible]DING	MISC	Various miscellaneous modifications (concrete slab, etc.)							0
[illegible]DING	SDMO	Single-family residential demolition	2,002.00	$0.00	$150.00	$150.00	2	1	3
BUILDING	DPLX	Duplex							0
BUILDING	MOBH	Mobilehome							0
BUILDING	Others	Other building permits	2,444.00	$44,000.00	$400.00	$400.00	2	2	4
		Section Subtotals	**904,930.00**	**$54,553,758.92**	**$490,711.97**	**$490,711.97**	**194**	**188**	**382**
POOL	RES POOL	Residential swimming pools and spas	0.00	$2,458,500.00	$11,199.00	$11,199.00	25	42	67
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)							0
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)	0.00	$0.00	$130.00	$130.00	1		1
		Section Subtotals	**0.00**	**$2,458,500.00**	**$11,329.00**	**$11,329.00**	**26**	**42**	**68**

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
FENCE	RES	Residential fence installation				$2,460.40	63	55	119
FENCE	SCRN WALL	Masonry screening wall installation						1	1
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$260.00	6	6	12
FENCE	Others	Other Fence installations				$580.00	11	6	17
		Section Subtotals				**$3,300.40**	**80**	**68**	**149**
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$1,230.00	16	8	24
ELECTRICAL	NEW	New electrical systems installation				$45.00		1	1
PLUMBING	ALT/ADD	Upgrade existing plumbing				$949.00	18	14	34
PLUMBING	WATER HEATER	Water heater installation				$3,514.00	63	49	112
PLUMBING	IRRIGATION	Irrigation/sprinkler system installation				$33,252.00	93	87	180
PLUMBING	OSSF	On-site sanitation facility							0
MECHANICAL	ALT/ADD	Furnace/air conditioner systems				$4,619.75	37	39	78
MECHANICAL	NEW	New mechanical installations				$413.50	5	2	7
ELECTRICAL	Other	Other miscellaneous electrical							0
PLUMBING	Other	Other miscellaneous plumbing				$27.00		2	2
MECHANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$44,050.25**	**232**	**202**	**438**
	BANN	Temporary Banners				$825.00	8	2	10
	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$600.00	5	2	7
	MONUMENT INDIVIDUAL	Permanent sign with masonry border				$300.00	1	1	2
	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$900.00	4	2	6
	REAL ESTATE	Temporary wooden sign at property for lease or sale				$1,200.00	6	1	7
SIGN	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development				$150.00		1	1
SIGN	SUBDIVISION IDENTITY	Masonry signage incorporated with the subdivision screen wall				$300.00	2		2
SIGN	WALL	Permanent sign attached to side of an approved wall of a structure							0
SIGN	CANOPY	Canopy							0
SIGN	MENU BOARD	Drive-thru menu boards							0
SIGN	PROJECTING	Sign installed that extends outward from a wall				$150.00		1	1
SIGN	Others	Other miscellaneous signs				$4,425.00	19	11	
		Section Subtotals				**$8,850.00**	**45**	**21**	

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

Packet Page -31-

AGENDA ITEM #10.

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Perm Issu
HEALTH	CONV	Convenience stores				$910.00	3	1	
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)				$400.00	1		
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$405.00	1	1	
HEALTH	GROC	Grocery stores				$550.00	1		
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$155.00	2		
HEALTH	MBHT	Mobile catering vehicles, hot				$600.00	1		
HEALTH	MBCD	Mobile catering vehicles, cold				$400.00			
HEALTH	KIOSK HLTH	Food-related sales - non-mobile							
HEALTH	PRIVATE HLTH	Nursing, assisted living, or the like				$605.00	1	1	2
HEALTH	REST	Restaurants, dining food establishments				$10,440.00	18	4	25
HEALTH	SCHOOL / CITY	School district and private educational facilities, City facilities							0
HEALTH	THLT	Temporary health permits				$1,350.00	32	5	37
HEALTH	Others	Other health permits				$505.00	2		2
		Section Subtotals				**$16,320.00**	**62**	**12**	**81**
[illegible]	SWPUB	Public pools and spas							0
[illegible]	SWRES	HOA community pools and spas							0
[illegible]	SWSEMI	Hotels and apartment communities pools and spas				$7,745.00	10	7	18
		Section Subtotals				**$7,745.00**	**10**	**7**	**18**
[illegible]CIALEVENT	Others	Miscellaneous SPECIALEVENTs				$50.00			1
[illegible]CIALEVENT	SIDEWALK	Existing business sidewalk sale				$200.00	1	1	2
[illegible]CIALEVENT	OUTDOOR	Outdoor				$300.00	5		5
SPECIALEVENT	PARKING LOT	Parking lot				$200.00	2		2
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.							0
SPECIALEVENT	TENT	Tent				$150.00	3		3
		Section Subtotals				**$900.00**	**11**	**1**	**13**

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
REGISTRATION	ELEC REG	Electrical contractors registrations				$1,226.00			25
REGISTRATION	MECH REG	Mechanical contractor registrations				$802.00			17
REGISTRATION	PLUMB REG	Plumbing contractor registrations							21
REGISTRATION	GENERAL REG	General contractor registrations, no fees				$50.00			57
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$251.00			6
REGISTRATION	Others	Other contractor registrations				$150.00			8
		Section Subtotals				**$2,479.00**			**134**
		Totals on report	**1,021,283.00**	**$65,606,288.67**	**$541,479.88**	**$625,754.53**	**687**	**548**	**1,385**

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

AGENDA ITEM #11.



FRISCO CVB REPORT - APRIL 2013

LODGING INDUSTRY REPORT

	Mar 2013 To Mar 2012			Mar 2013 YTD to Mar 2012 YTD	
	Av Daily Rate	**%Ch ADR**	**% Ch RevPAR**	**Av Daily Rate**	**% Ch ADR**
Citywide Frisco	$119.85	-1.6%	-5.0%	$124.86	1.7%

(RevPAR - Rev Per Avail. Room)

This data runs one month behind

VISITOR SERVICES

	Mar 2013	**Mar 2012**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visitor Guide Requests	426	920	-53.7%	4,567	4,260	7.2%

WEBSITE TRAFFIC

	April 2013	**April 2012**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Visits	7,453	8,031	-7.2%	42,098	56,806	-25.9%
Pageviews	10,174	22,115	-54.0%	148,130	170,238	-13.0%

MEETINGS TURNED DEFINITE

	April 2013	**April 2012**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Meetings	8	5	60.0%	90	62	45.2%
Room Nights	6,095	1,882	223.9%	31,876	20,278	57.2%
Attendance	9,238	4,425	108.8%	95,456	73,783	29.4%

MEETINGS TURNED TENTATIVE

	April 2013	**April 2012**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	31	16	93.8%	170	157	8.3%
Total Room Night Production	16,766	5,619	198.4%	85,886	66,787	28.6%

MEETINGS TURNED LOST

	April 2013	**April 2012**	**%Ch**	**FY13 YTD**	**FY12 YTD**	**YTD % Ch**
Number of Leads	15	18	-16.7%	97	102	-4.9%
Total Room Night Production	6,635	6,890	-3.7%	48,839	46,811	4.3%



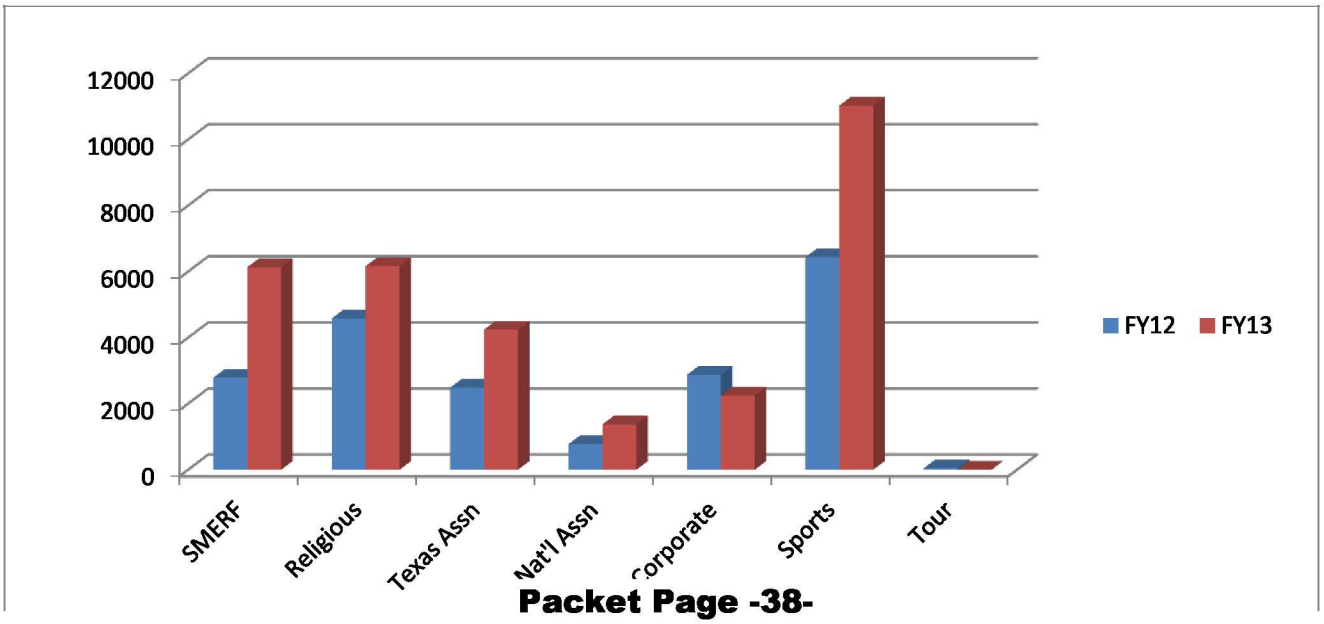
TRADESHOWS & SALES MISSIONS

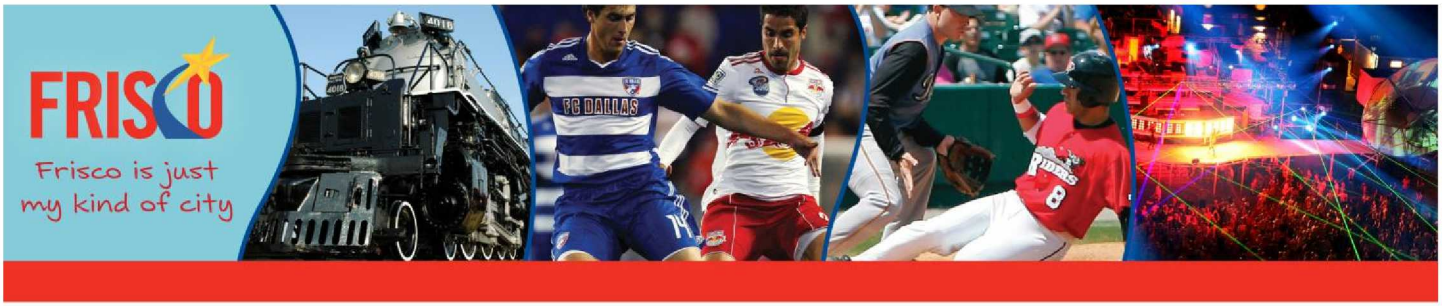
Event Name	Location	Staff Attending
Spring Sports Blitz	DFW	LaChelle
Local Corporate Sales Calls	Frisco/Plano	Anna
MPI DFW Chapter Tradeshow	Grapevine	Anna/Lisa
Faith Based and Government Sales Calls	Grapevine/Dallas	Maureen
Helms Briscoe ABC Conference	Orlando	Anna/Maureen

SITE VISITS

Group Name	Total Room Nights
Mid America Youth Basketball (MAYB)	3,000
FedEx Kinko's	200
National Auctioneers Association	1,250
IRS	200
SW Union Conference	600
Federal Railroad Administration	2,600
Department of Labor	TBD

DEFINITE ROOMS BY MARKET SEGMENT FY13 YTD





CITYWIDE BOOKINGS TURNED DEFINITE APRIL FY13

Group	Mtg Start Date	Mtg End Date	Estimated Attendance	Contracted Room Nights
NAHL Robertson Cup	5/8/2013	5/14/2013	1,500	590
USA Ultimate	10/13/2013	10/21/2013	2,430	1,366
STN Media Group - TSD Conference	3/19/2015	3/25/2015	1,600	1,353
STN Media Group - TSD Conference	3/16/2017	3/22/2017	1,600	1,353

CURRENT BOOKED OR TENTATIVE BUSINESS

Calendar Year	Definite Attendance	Definite Room Nights	# of Definite Groups	Tentative Attendance	Tentative Room Nights	# of Tentative Groups
2018	0	0	0	3450	3056	3
2017	3,000	3,368	3	5,020	6,490	6
2016	700	950	2	2,605	3,302	4
2015	14,240	5,982	9	17,855	6,642	9
2014	13,160	9,891	20	63,990	16,753	26
2013	122,844	31,756	74	3,877	6,079	19
2012	112,466	28,325	82			
2011	61,042	19,368	65			
2010	44,493	9,080	43			
2009	47,619	15,586	48			
2008	23,240	9,087	55			
2007	19,748	5,272	38			

CONVENTION SERVICES

	April 2013	April 2012	%Ch	2013 YTD	2012 YTD	YTD % Ch
Meetings Serviced Bureau Booked = 3 Non-bureau Booked = 2	5	6	-16.7%	45	40	12.5%



PUBLIC RELATIONS PRODUCTION

	April 2013	April 2012	%Ch	2013 YTD	2012 YTD	YTD % Ch
Media Outreach (Releases and Pitches)	18	20	-10.0%	78	113	-31.0%
Press Trips/Media Hosted	0	1	0%	8	3	166.7%
Dollar value of media (source: TxPress Clippings)	$75,997	$56,141	35.4%	$428,102	$455,282	-6.0%

MEDIA PLACEMENTS

Print Magazines
Frisco Style
Connect
MPG
Modern Frisco
Texas Meetings and Events
Home and Away

Online/Internet Outlets
DallasNews.com/Frisco Blog
Frisco-online.com
SCNTX.com
NeighborsGo.com
Dmagazine.com/SideDish

Radio

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

TV
WFAA Channel 8
KDFW Fox 4
KXAS NBC 5

AGENDA ITEM #12.

FRISCO
DEVELOPMENT SERVICES

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE APRIL 2013

April 01, 2013 – April 30, 2013

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

By The Numbers For April 2013

192
Single Family Building Permits

2
Commercial Building Permits [1]
33,423 sq ft

132,080
Population
YTY[4] **+ 4.3%**

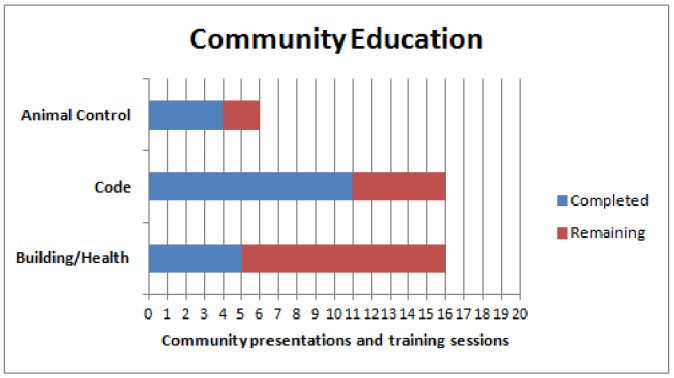
KEY PERFORMANCE INDICATORS

	FY10-11	FY11-12	FY 12-13	FY 13 April		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	April [6]	Status [7]
Single Family Permits Issued	751	636	1,206	103	192	↑
Commercial Permits Issued [2]	184	186	190	36	26	↓
Commercial Square Footage [3]	973,562	189,692	1,073,962	63,486	33,423	↓
All Other Permit Types [5]	4,320	5,287	6,594	1,017	1,167	↑
Building Inspections	23,122	21,762	34,605	3,186	5,937	↑
Health Inspections (food establishments)	1,059	734	1,085	183	181	↓
Calls for Service – Code Enforcement	1745	2533	2189	394	355	↓
Calls for Service – Animal Control[8]	2468	4417	4077	695	647	↓
Development Applications						
Zoning Changes	9	25	22	3	3	-
Preliminary Plat	10	14	31	2	3	↑
Preliminary Site Plans	15	23	21	3	5	↑
Site Plans	61	85	65	12	7	↓
Final Plats and Replats	41	90	77	17	11	↓

[1] Only new commercial and square footage of new construction
[2] Includes all new, finish outs, alterations, and other commercial
[3] Only new commercial structures/development
[4] Same month prior year's statistics
[5] Signs, pools, fences, alterations, electrical, health, mechanical, plumbing, multi-family & contractor registrations, and all others plumbing, etc
[6] Current reporting month's statistics
[7] Current month's comparison to same month of prior reporting year
[8] Numbers have risen because they now include employee responding to field work that was not initiated by a call.

RECENT HIGHLIGHTS

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



SIGNIFICANT ACTIVITIES

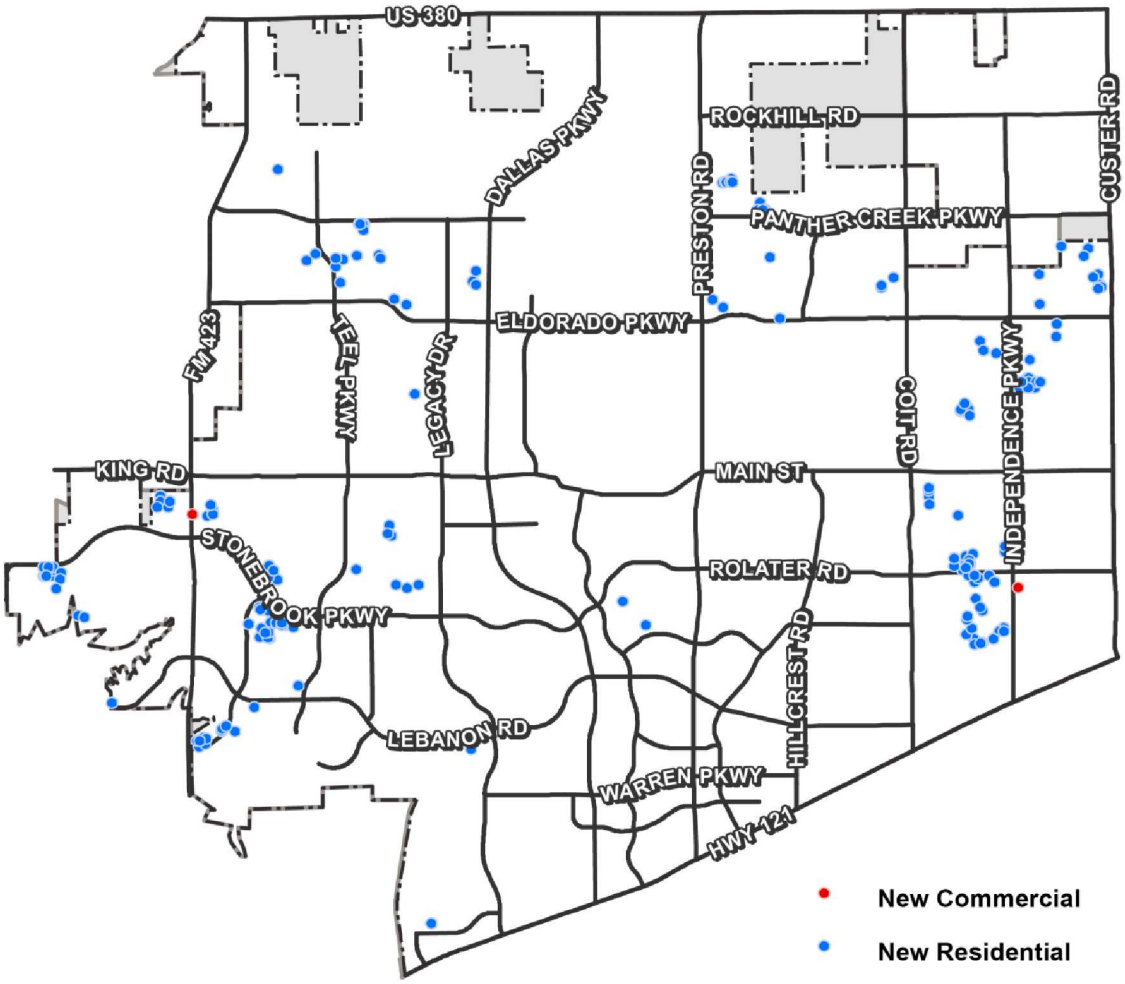
Jeff Trykoski, P&Z Commission Chairman and John Lettelleir, Director of Development Servicesattended the 2013 American Planning Association National Conference in Chicago IL.

Health Division held a West Nile prevention presentation for the Lone Star Ranch HOA , 125 people attended

Neighborhood Services held the spring planting event for community garden. 70 people volunteered.

The third party contractor has placed the traps for testing mosquitoes for West Nile Virus. All the tests have been negative.

NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #13.

FRISCO FIRE DEPARTMENT

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

Memorandum

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

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

From: **Mark Piland, Fire Chief**

Date: **May 21, 2013**

Subject: **Fire Department Monthly Report on Incident Response and Educational Activities, April 2013**

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

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

Report Analysis: Activity Report for April 2013 is below:

1. ***Incident Analysis*** –

   - *April 2013* – The Fire Department responded to 668 calls during the month of April, including 1 structure fire resulting in no dollar loss in damages, 3 vehicle fires resulting in $7,000 in damages. 1 road freight fire resulting in $3,000 in damages and 336 emergency medical calls.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	1	0.15%
2	Vehicle Fires	3	0.45%
3	Grass Fires	0	0.00%
4	Smoke / Alarm Investigation	91	13.62%
5	Motor Vehicle Accidents	77	11.53%
6	Medical Calls	336	50.30%
7	Mutual Aid (Fire)	4	0.60%
8	Mutual Aid (EMS)	7	1.05%

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

	Alarm Type (Continued)	Total Alarms	% of Total Alarms
9	Hazardous Conditions	21	3.14%
10	Service Calls	63	9.43%
11	Good Intent Calls	58	8.68%
12	Other	7	1.05%
13	**Total Monthly Alarms**	**668**	**100.00%**

2. ***Call Volume Analysis*** – In an effort to show call volume increases in comparison to population growth, the call volume is divided by the population for the particular month on a per-capita basis (population divided by 1,000) in order to analyze the relationship between call volumes and population growth.

   - *April 2012* –

     - Total Calls – 667
     - Total EMS Calls – 329
     - Total Fire Calls – 338
     - Total Population – 126,350

     - **Total Calls Per Capita – 5.28**
     - **Total EMS Calls Per Capita – 2.60**
     - **Total Fire Calls Per Capita – 2.68**

   - *April 2013* –

     - Total Calls – 668
     - Total EMS Calls – 336
     - Total Fire Calls – 332
     - Total Population – 131,610

     - **Total Calls Per Capita – 5.08**
     - **Total EMS Calls Per Capita – 2.55**
     - **Total Fire Calls Per Capita – 2.52**

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

- ***2013 Monthly Totals*** -

  - *January 2013* –

    - Total Calls – 739
    - Total EMS Calls – 427
    - Total Fire Calls – 312
    - Total Population – 129,574

    - **Total Calls Per Capita – 5.70**
    - **Total EMS Calls Per Capita – 3.30**
    - **Total Fire Calls Per Capita – 2.41**

  - *February 2013 (28 day month)* –

    - Total Calls – 620
    - Total EMS Calls – 349
    - Total Fire Calls – 271
    - Total Population – 130,020

    - **Total Calls Per Capita – 4.77**
    - **Total EMS Calls Per Capita – 2.68**
    - **Total Fire Calls Per Capita – 2.08**

  - *March 2013* –

    - Total Calls – 713
    - Total EMS Calls – 401
    - Total Fire Calls – 312
    - Total Population – 130,810

    - **Total Calls Per Capita – 5.45**
    - **Total EMS Calls Per Capita – 3.07**
    - **Total Fire Calls Per Capita – 2.39**

FRISCO FIRE DEPARTMENT

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

3. ***Summary of Monthly Activity*** –

   - *April 2013* – 234 fire safety inspections and 224 SAFER plans were completed in April 2013. 149 new construction inspections were performed by the Fire Marshal's Office in April.

4. ***Response Time Analysis*** –

   - Average monthly response times for April by District:

1	District 1	4:55
2	District 2	4:53
3	District 3	5:09
4	District 4	3:56
5	District 5	5:38
6	District 6	5:11
7	District 7	5:28
Overall Average Response Time, City		**5:00**

Supporting Documents: Supporting documents include the following items:

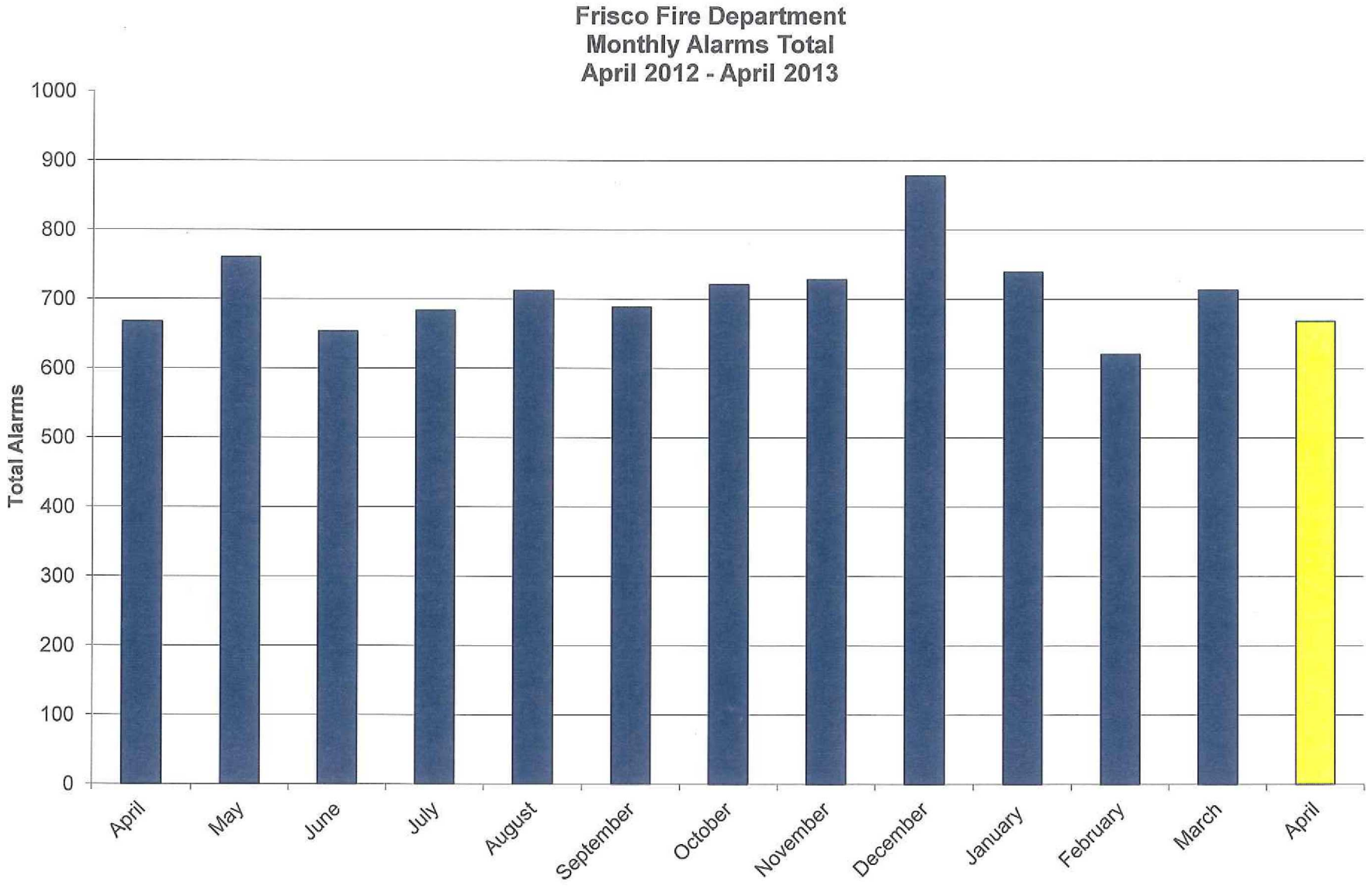
- *April 2013*:
  - Frisco Fire Department Monthly Summary, April 2012 – April 2013;
  - Frisco Fire Department Monthly Alarms Total, April 2012 – April 2013;
  - Frisco Fire Department Incident Analysis by Type of Call – April 2013;
  - Frisco Fire Department Incident Analysis, 2001- April 2013;
  - Frisco Fire Department Public Education Summary, April 2013.

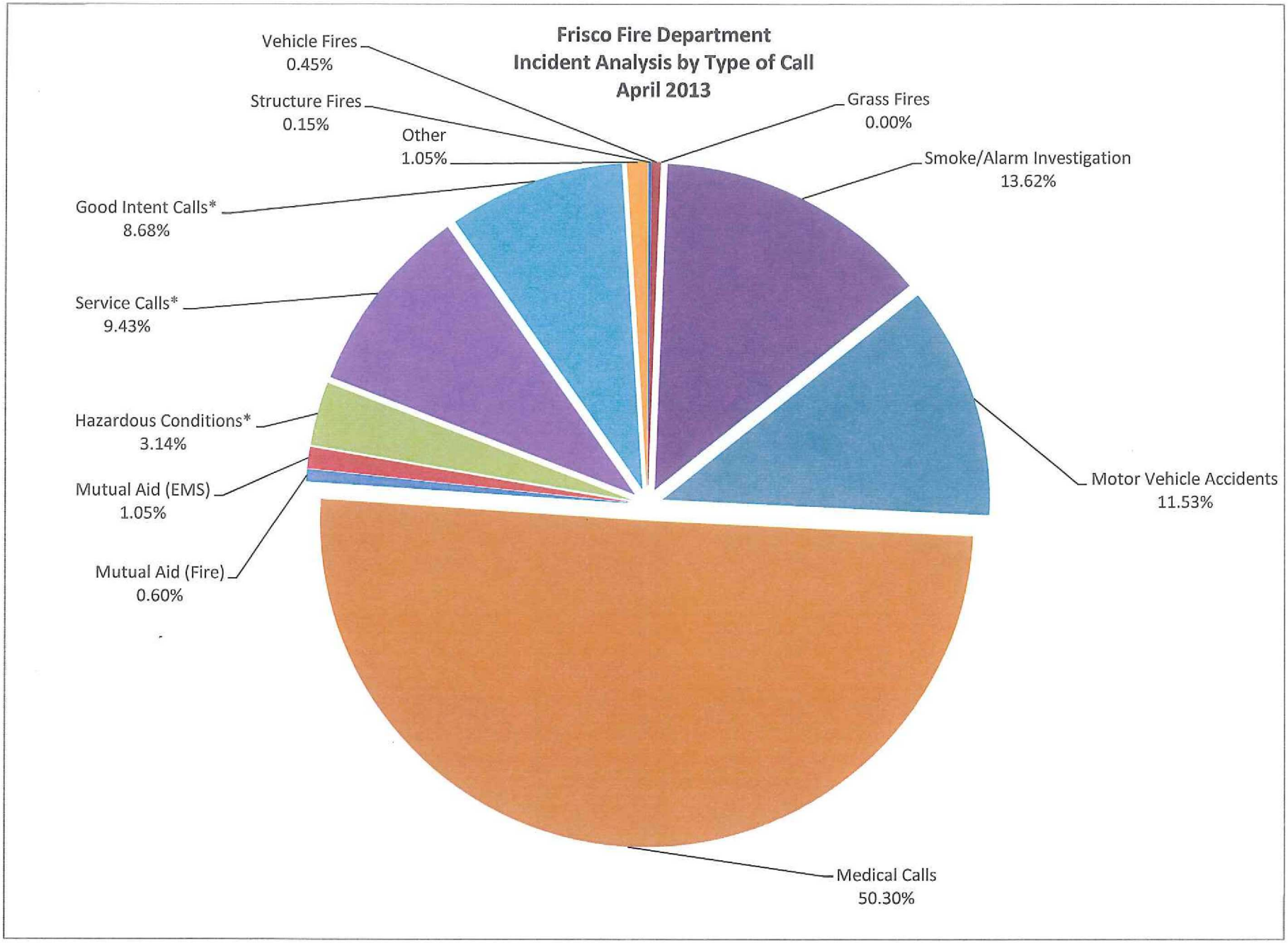
Frisco Fire Department Monthly Summary

April 2012 - April 2013

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Hazardous Conditions*	Service Calls*	Good Intent Calls*	Other	Total Alarms
April	1	1	0	96	72	329	4	1				163	667
May	3	0	0	89	93	393	3	5				174	760
June	3	3	0	93	86	283	11	6				168	653
July	5	2	4	92	80	320	6	2				172	683
August	2	4	2	115	53	357	7	1				171	712
September	1	0	4	96	81	335	8	9				154	688
October	4	5	5	122	73	329	7	10				166	721
November	6	1	2	88	90	350	7	8				176	728
December	7	3	0	171	76	378	12	14				217	878
January	1	2	2	115	60	362	13	6	34	70	64	10	739
February	1	0	3	91	66	281	7	5	25	71	62	8	620
March	3	1	3	93	62	332	8	6	34	93	68	10	713
April	**1**	**3**	**0**	**91**	**77**	**336**	**4**	**7**	**21**	**63**	**58**	**7**	**668**
Grand Totals	38	25	25	1352	969	4385	97	80	114	297	252	1596	9230

* Monthly Report was adjusted to refernce additional call categories in April 2013; 2013 Data is reflected for the adjusted categories


Frisco Fire Department
Monthly Alarms Total
April 2012 - April 2013
Total Alarms
1000
900
800
700
600
500
400
300
200
100
0
April
May
June
July
August
September
October
November
December
January
February
March
April


Frisco Fire Department
Incident Analysis by Type of Call
April 2013
Vehicle Fires
0.45%
Structure Fires
0.15%
Other
1.05%
Grass Fires
0.00%
Smoke/Alarm Investigation
13.62%
Good Intent Calls*
8.68%
Service Calls*
9.43%
Hazardous Conditions*
3.14%
Mutual Aid (EMS)
1.05%
Mutual Aid (Fire)
0.60%
Motor Vehicle Accidents
11.53%
Medical Calls
50.30%

Frisco Fire Department Incident Analysis 2001 - April 2013

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/ Alarm Invest.	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Hazardous Conditions*	Service Calls*	Good Intent Calls*	Other	Total Alarms
2001	35	20	36	493	445	1524	30	31	--	--	--	615	3229
2002	30	26	40	635	460	1962	27	28	--	--	--	798	4006
2003	26	27	46	813	630	1975	25	55	--	--	--	991	4588
2004	21	15	23	703	681	2207	20	42	--	--	--	1235	4947
2005	33	41	75	806	731	2583	31	65	--	--	--	1460	5825
2006	31	37	85	1042	782	2809	32	42	--	--	--	1440	6300
2007	35	20	23	1065	775	2961	21	20	--	--	--	1610	6530
2008	27	32	20	1036	701	3237	45	42	--	--	--	1742	6882
2009	35	27	32	1021	792	3282	92	192	--	--	--	1773	7246
2010	24	25	20	1210	791	3533	59	21	--	--	--	1751	7434
2011	20	28	40	1276	890	3807	70	25	--	--	--	2030	8186
2012	36	24	24	1236	931	4053	75	62	--	--	--	1965	8406
2013	**6**	**6**	**8**	**390**	**265**	**1311**	**32**	**24**	**114**	**297**	**252**	**35**	**2740**

* Monthly Report was adjusted to reference additional call categories in April 2013; 2013 Data is reflected for the adjusted categories

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Frisco Fire Department Public Education Summary

April 2013

Frisco Fire Department	Number	Students
Fire Station Tours	10	156
Birthday Party	24	734
C.E.R.T.	5	80
Frisco Fire Safety Town		
Educational Tours	34	149
Programs	45	2,073
Community Education Event		
➢ Frisco Fire Department Volunteers @ Hope Park ➢ Block Parties x 4 (360) ➢ Public Education @ Griffin Park (70) ➢ Public Education @ Primrose School (150) ➢ Public Education Events x 2 (104) ➢ Fire Extinguisher Class @ Wing Stop (20)	10	704
Total Audience		3,896

Frisco Fire Department Helps Out @ Hope Park



AGENDA ITEM #14.

Frisco Police Department
City of Frisco, Texas

Governance Monitoring Staff Report

To: The Honorable Maher Maso, Mayor and the Frisco City Council
Thru: George Purefoy, City Manager
From: John Bruce, Chief of Police
Date: 5/13/2013
Re: Monthly Report - April 2013

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

Comparative Data:
Overall, April's Uniform Crime Index Offenses decreased by 9% from the month of March. When compared to the same time last year there is an increase of 5.5%, or 52 more incidents reported.

Report Analysis:
There were a total of 28 assaults reported in the month of April, which is a decrease of 40% from last month. Overall, assaults in both aggravated and other types of assaults are down 16.7% compared to last year.

Although burglaries have decreased by about 23% this year, we are still concerned with them. Burglaries occurring at construction sites account for most of the numbers for April

Burglaries of Motor Vehicles has increased about 55% in reported burglary of motor vehicles compared to last year. Of the 69 burglaries of vehicles reported in April, 46 BMVs, or 67% of them were either unlocked or reported to be unknown entry. Since January, approximately 30 of the reports have been referred to the FBI as they met the criteria to having been committed by a known group of individuals who are passing through North Texas.

Supporting Documents:
FPD statistics for April 2013

Staff Recommendation:
None

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

MONTHLY REPORT
April-13
PART 1 OFFENSES

POPULATION DATA	
April-12	126,576
April-13	132,080

	MONTHLY				YEAR TO DATE					
Offense Category	**Monthly Totals**	**Previous Month's Totals**	**Amount of Change**	**Percent Increase/Decrease**	**YTD 2013**	**2013 Per 1000/capita**	**YTD 2012**	**2012 Per 1000/capita**	**Amount of Change**	**Percent Increase/ Decrease**
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Rape	**2**	**2**	**No Change**	**0.00**	**5**	**0.04**	**4**	**0.03**	**1**	**25.00**
Robbery	**0**	**3**	**-3**	**-100.00**	**10**	**0.08**	**7**	**0.06**	**3**	**42.86**
Individual	0	2	-2	-100.00	6	0.05	3	0.02	3	100.00
Business	0	1	-1	-100.00	4	0.03	4	0.03	No Change	0.00
Assaults	**28**	**47**	**-19**	**-40.43**	**149**	**1.13**	**179**	**1.41**	**-30**	**-16.76**
Aggravated	3	7	-4	-57.14	18	0.14	17	0.13	1	5.88
Other Assaults	25	40	-15	-37.50	131	0.99	162	1.28	-31	-19.14
Burglary	**38**	**31**	**7**	**22.58**	**129**	**0.98**	**167**	**1.32**	**-38**	**-22.75**
Habitation	19	20	-1	-5.00	77	0.58	81	0.64	-4	-4.94
Building	19	11	8	72.73	52	0.39	86	0.68	-34	-39.53
Theft	**205**	**217**	**-12**	**-5.53**	**710**	**5.38**	**594**	**4.69**	**116**	**19.53**
Burglary Vehicle	69	70	-1	-1.43	230	1.74	148	1.17	82	55.41
Burglary Coin-Op Machine	1	0	1	*NC	1	0.01	0	0.00	1	*NC
Thefts	130	137	-7	-5.11	459	3.48	423	3.34	36	8.51
Motor Vehicle Theft	5	10	-5	-50.00	20	0.15	23	0.18	-3	-13.04
TOTAL OFFENSES	**273**	**300**	**-27**	**-9.00**	**1003**	**7.59**	**951**	**7.51**	**52**	**5.47**

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

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

TRAFFIC ACCIDENT SUMMARY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2013	2013 Per 1000/capita	YTD 2012	2012 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Motor Vehicle Accidents	106	93	13	13.98	399	3.02	445	3.52	-46	-10.34
Injury Accidents	73	56	17	30.36	209	1.58	244	1.93	-35	-14.34
Number Transported	44	40	4	10.00	135	1.02	193	1.52	-58	-30.05
Fatality Accidents	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Fatalities	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
High Accident Location(s)	0	0								
Criteria: 5 or more accidents at location										

PATROL ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2013	2013 Per 1000/capita	YTD 2012	2012 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Calls for Service	4,680	5,139	-459	-8.93	18,328	138.76	18,641	147.27	-313	-1.68
Citations*	1,717	1,528	189	12.37	6,319	47.84	8,336	65.86	-2017	-24.20
Red Light Camera Summons	590	565	25	4.42	2,035	15.41	1,780	14.06	255	14.33
9-1-1 Calls	3,577	3,619	-42	-1.16	14,119	106.90	15,026	118.71	-907	-6.04

**Speeding: 695; Red Light: 11; Stop Sign: 66*

CRIMINAL INVESTIGATION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2013	2013 Per 1000/capita	YTD 2012	2012 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Cases Assigned	742	733	9	1.23	2,666	20.18	2,700	21.33	-34	-1.26
Cases Cleared	1053	984	69	7.01	3,838	29.06	3,883	30.68	-45	-1.16
Cases Inactive	282	259	23	8.88	1,073	8.12	1,012	8.00	61	6.03
Cases Unfounded	12	10	2	20.00	46	0.35	64	0.51	-18	-28.13
Cases Filed (Collin County)	116	112	4	3.57	421	3.19	457	3.61	-36	-7.88
Juvenile Cases Filed (Collin)	15	18	-3	-16.67	57	0.43	72	0.57	-15	-20.83
Cases Filed (Denton County)	9	11	-2	-18.18	81	0.61	90	0.71	-9	-10.00
Juvenile Cases Filed (Denton)	2	1	1	100.00	4	0.03	8	0.06	-4	-50.00

DWI AND ADULT ARRESTS

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2013	2013 Per 1000/capita	YTD 2012	2012 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
DWI Arrests	21	14	7	50.00	71	0.54	92	0.73	-21	-22.83
Adult Arrests	246	259	-13	-5.02	857	6.49	908	7.17	-51	-5.62

JUVENILE DATA

	MONTHLY				YEAR TO DATE					
Offense Category	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/Decrease	YTD 2013	2013 Per 1000/capita	YTD 2012	2012 Per 1000/capita	Amount of Change	Percent Increase/ Decrease
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Rape	**0**	**0**	**No Change**	***NC**	**2**	**0.02**	**0**	**0.00**	**2**	***NC**
Robbery	**0**	**0**	**No Change**	***NC**	**2**	**0.02**	**0**	**0.00**	**2**	***NC**
Individual	0	0	No Change	*NC	2	0.02	0	0.00	2	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	**0**	**2**	**-2**	**-100.00**	**6**	**0.05**	**6**	**0.05**	**No Change**	**0.00**
Aggravated	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Other Assaults	0	2	-2	-100.00	6	0.05	6	0.05	No Change	0.00
Burglary	**0**	**3**	**-3**	**-100.00**	**3**	**0.02**	**2**	**0.02**	**1**	**50.00**
Habitation	0	3	-3	-100.00	3	0.02	0	0.00	3	*NC
Building	0	0	No Change	*NC	0	0.00	2	0.02	-2	-100.00
Theft	**5**	**10**	**-5**	**-50.00**	**20**	**0.15**	**32**	**0.25**	**-12**	**-37.50**
Burglary Vehicle	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Burglary Coin-Op Machine	0	0	-5	-50.00	0	0.00	0	0.00	No Change	-37.50
Thefts	5	10	-5	-50.00	20	0.15	32	0.25	-12	-37.50
Motor Vehicle Theft	0	0	**No Change**	***NC**	0	**0.00**	0	**0.00**	**No Change**	***NC**
Runaway	0	0	**No Change**	***NC**	3	**0.02**	1	**0.01**	**2**	**200.00**
Other	**4**	**12**	**-8**	**-66.67**	**26**	**0.20**	**15**	**0.12**	**11**	**73.33**
Drug/Alcohol Offenses	2	4	-2	-50.00	10	0.08	8	0.06	2	25.00
Criminal Mischief/DOC	0	4	-4	-100.00	6	0.05	0	0.00	6	*NC
Other	2	4	-2	-50.00	10	0.08	7	0.06	3	42.86
Warrants	3	0	**3**	***NC**	7	**0.05**	18	**0.14**	**-11**	**-61.11**
TOTAL CHARGES*	**9**	**27**	**-18**	**-66.67**	**69**	**0.52**	**74**	**0.58**	**-5**	**-6.76**
# Juvenile Custodies	12	20	-8	-40.00	7	0.05	56	0.44	-49	-87.50
# Juvenile Curfew Contacts	0	2	-2	-100.00	57	0.43	19	0.15	38	200.00
# Juvenile Curfew Citations	2	2	No Change	0.00	7	0.05	17	0.13	-10	-58.82

RESPONSE TIME FOR EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2013 Response	YTD 2012 Response	Amount of Change	Percent Increase/ Decrease
Domestic Disturbance	57	0:07:55	94	0:07:56	0:07:30	0:07:07	0:00:23	5.33
Fight in Progress	7	0:04:11	7	0:04:19	0:04:28	0:03:39	0:00:49	22.51
Major Vehicle Accident	72	0:07:10	55	0:07:29	0:07:21	0:07:55	-00:33	-7.06
Robbery Alarm	18	0:05:24	22	0:07:38	0:05:52	0:06:08	-00:15	-4.15
TOTALS	**154**	0:07:06	**178**	0:07:37	0:07:07	0:07:07	0:00:00	**0.08**

RESPONSE TIME FOR NON-EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2013 Response	YTD 2012 Response	Amount of Change	Percent Increase/ Decrease
Burglary of Building	6	0:15:13	9	0:12:14	0:15:23	0:30:06	-14:43	-48.89
Burglary of Home	16	0:09:43	14	0:11:43	0:13:28	0:13:39	-00:11	-1.34
Burglary of Vehicle	73	0:18:49	72	0:23:15	0:15:45	0:15:12	0:00:33	3.62
Deliver Message	0	0:00:00	3	0:07:37	0:10:22	0:16:42	-06:20	-37.96
Criminal Mischief	55	0:14:27	53	0:21:38	0:16:03	0:12:11	0:03:52	31.73
TOTALS	**150**	0:16:06	**151**	0:20:39	0:15:28	0:15:38	-00:09	**-0.97**

AGENDA ITEM #15.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **May 17, 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

The Committees did not meet during the period.

AGENDA ITEM #16.

SPECIAL CALLED MEETING OF THE FRISCO CITY COUNCIL

GEORGE A. PUREFOY MUNICIPAL CENTER
FRISCO CITY HALL
6101 FRISCO SQUARE BLVD.
FRISCO, TX 75035

CONFERENCE ROOM 5A
4:30 PM

MONDAY, MAY 13, 2013

MINUTES

CALL TO ORDER

Mayor Maso called the meeting to order at 4:38 p.m. with a quorum present represented by Jeff Cheney, John Keating, Will Sowell, Bob Allen, and Scott Johnson. Tim Nelson arrived at 5:15 p.m.

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, and City Attorney Richard Abernathy.

REGULAR AGENDA

Mayor Maso stated that the only item on the agenda was in Closed Session and asked for a motion to recess into Closed Session. Bob Allen made the motion at 4:38 p.m. and Will Sowell seconded. All were in favor and the motion carried 5 – 0.

Since there were not any citizens in attendance at the meeting, the door was closed and the meeting continued in the same conference room.

CLOSED SESSION

1. 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 551.074. Personnel Matters: Section 551.074 authorizes certain deliberations about officers and employees of the governmental body to be held in executive session:

   i. Annual evaluation of George Purefoy, City Manager

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

City Attorney Richard Abernathy had been delayed and had asked to be conferenced into the Closed Session discussion for Item A by phone until he arrived. Deputy City Manager Henry Hill made the phone conference connection and the meeting continued. Mr. Abernathy arrived at 4:50 p.m.

Tim Nelson arrived at 5:15 p.m.

With the exception of Mr. Purefoy, city staff was asked to leave the room during Item B.

Will Sowell left the meeting for another engagement at 6:05 p.m.

Bob Allen moved to reconvene into Regular Session at 6:20 p.m. Tim Nelson seconded the motion. All were in favor and the motion carried. 5 – 0.

As a result of Closed Session there was no action to take.

ADJOURN

Bob Allen moved to adjourn at 6:21 p.m. Tim Nelson seconded the motion. All were in favor and the motion carried 5 – 0.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

CITY COUNCIL/PLANNING & ZONING COMMISSION/FRISCO ECONOMIC DEVELOPMENT CORPORATION JOINT WORK SESSION
SENIOR CENTER
6670 MOORE STREET
FRISCO, TEXAS 75034
6:00 PM

MONDAY, APRIL 29, 2013

AGENDA

CALL TO ORDER

1. Roll Call

Mayor Pro Tem Jeff Cheney called the City Council meeting to order at 6:06 p.m. with a quorum represented by Scott Johnson, Bob Allen, Will Sowell, and Tim Nelson. John Keating arrived at 6:48 p.m. and Maher Maso arrived at 6:07 p.m.

Representing Administration Staff: Assistant City Manager Nell Lange, Assistant City Manager Ron Patterson, and City Secretary Jenny Page. City Manager George Purefoy arrived at 6:07 p.m.

Frisco Economic Development Corporation Chair Jeff Snowden called the FEDC meeting to order with a quorum represented by Dan Bollner, Gerald Perrin, Jaime Ronderos, and Paul Sheldon. Dan Mossakowski and David Prince were absent.

Representing EDC Staff: President Jim Gandy and Julie Floyd.

Planning & Zoning Chair Will Russell called the Planning and Zoning meeting to order with a quorum represented by Bill Woodard, Rick Williamson, Brian Dodson, and Kevin Hodes. Jeff Trykoski and Robert Roberti were absent.

Representing Development Services Staff: Director John Lettelleir, Planning Manager John Webb, and Sr. Administrative Assistant Carey Frazier.

REGULAR AGENDA

2. Discuss and give staff direction on proposed land uses and zoning along the Dallas North Tollway and within ½ mile of the Dallas North Tollway.

Development Services Director John Lettelleir explained that Frisco has received inquires regarding Single Family zoning developments along the Dallas North Tollway corridor for some time. Although, after explaining Frisco's recommendations and requirements, they had reconsidered. Based on a recently submitted zoning case for Single Family, the Planning and Zoning Commission tabled the zoning case to have this joint worksession to discuss the issues and give staff direction to proceed in the future. Mr. Lettelleir introduced Planning Manager John Webb to give the presentation.

Mr. Webb referenced maps on display that represented development along the Dallas North Tollway. Mr. Webb also handed out a list of questions to guide the discussion, and the Future Land Use map. (Exhibits A and B respectively).

John Keating arrived at 6:48 p.m.

Discussion was held on several options with members having various visions. Mayor Maso asked Mr. Webb what staff needed to proceed. Mr. Webb asked if they should bring each case individually to Council, vet out the issues in advance, or complete a study to be included into the Comprehensive Plan Update. Mr. Lettelleir stated the Comprehensive Plan update could take up to two years, cost approximately $500,000, and being conservative with City funds, the project had not been included in the previous year's budgets. If funding is approved by Council this October, consultant interviews will begin and an Advisory Committee will be formed to start the Comprehensive Plan Update.

Conversation was held about avoiding a checkerboard effect with development keeping the Future Land Use Plan in mind. Jason Money and Jaime Ronderos stated that their preference was to preserve the Tollway Corridor for commercial development thinking that rezoning land to residential would be premature since the economy is coming out of a recession.

Scott Johnson questioned how long the non-residential areas should remain vacant. He noted there could be different widths of buffers along the DNT corridor with larger non-residential areas at major intersections.

Bob Allen stated that his preference was for the future Comprehensive Plan Advisory Committee to review and make its recommendation when updating the Comprehensive Plan.

After further discussion, Mr. Lettelleir stated that he thought that the direction

given was to stay with the Future Land Use Plan as it is and consider each case individually for now and to move forward with the Comprehensive Plan Update when funding is approved.

Mayor Maso left the meeting at 7:24 to attend the City Hall 101 Graduation Ceremony.

ADJOURN

With no further business to discuss, Mayor Pro Tem Cheney asked for a motion to adjourn at 7:27 p.m. Tim Nelson moved to adjourn the City Council meeting. Will Sowell seconded the motion. All were in favor and the motion carried.

Jaime Ronderos moved to adjourn the FEDC meeting. Gerald Perrin seconded the motion. All were in favor and the motion carried.

Bill Woordard moved to adjourn the P&Z meeting. Rick Williamson seconded the motion. All were in favor and the motion carried.

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

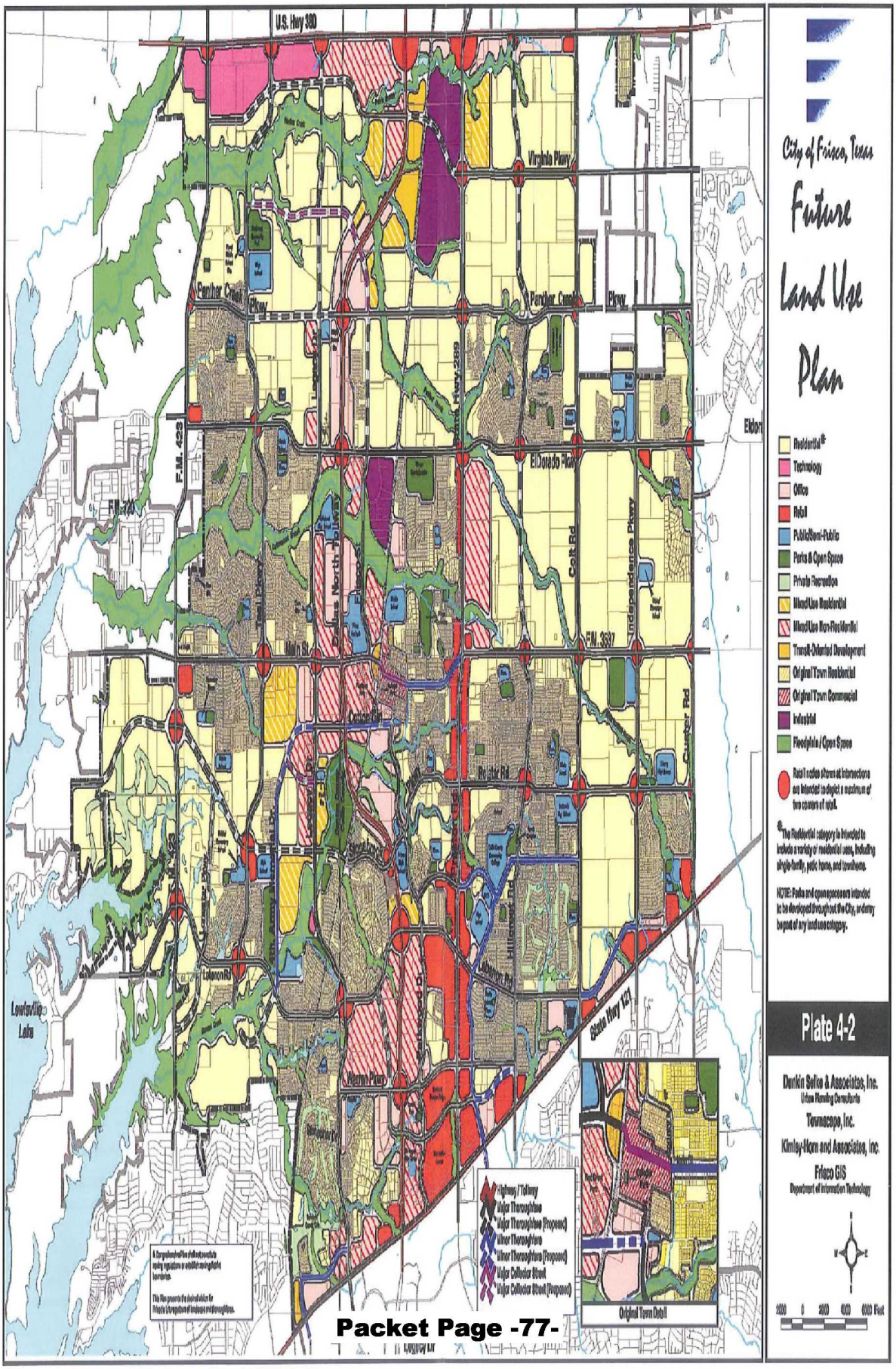

City of Frisco, Texas
Future Land Use Plan
Residential*
Technology
Office
Retail
Public/Semi-Public
Parks & Open Space
Private Recreation
Mixed Use Residential
Mixed Use Non-Residential
Transit-Oriented Development
Original Town Residential
Original Town Commercial
Industrial
Floodplain / Open Space
Retail nodes shown at intersections are intended to depict a maximum of two corners of retail.
*The Residential category is intended to include a variety of residential uses, including single-family, patio home, and townhome.
NOTE: Parks and open spaces are intended to be developed throughout the City, and may be part of any land use category.
Plate 4-2
Dunkin Bella & Associates, Inc.
Urban Planning Consultants
Townscape, Inc.
Kimley-Horn and Associates, Inc.
Frisco GIS
Department of Information Technology
Highway / Tollway
Major Thoroughfare
Major Thoroughfare (Proposed)
Minor Thoroughfare
Minor Thoroughfare (Proposed)
Major Collector Street
Major Collector Street (Proposed)
Original Town Detail
U.S. Hwy 380
Virginia Pkwy
Preston Rd
Eldorado Pkwy
Coit Rd
Independence Pkwy
Custer Rd
F.M. 423
F.M. 720
F.M. 3537
Main St
Lebanon Rd
Stonebrook Pkwy
State Hwy 121
Lewisville Lake

EXHIBIT B

DNT Future Land Use Planning
April 29th Joint Work Session Discussion Topics & Questions

1. A change from non-residential to residential uses within ½ mile of DNT should be viewed comprehensively, not on a site-by-site basis.

2. Should the zoning case be approved for Shaddock Creek Estates East, what are the criteria for determining the appropriateness of future requests?

3. Are there unique circumstances that would prevent non-residential development within ½ mile of DNT?

4. What are the short term and long term impacts of residential uses in lieu of non-residential uses in proximity of the Tollway?

5. Short term residential tax base gain vs. long term, non-residential tax base. Is the City better off receiving property tax revenue now from single family development or waiting for an undetermined amount of time for property tax revenue and possibly sales tax revenue from non-residential development?

6. Loss of area to support future jobs.

7. The infrastructure for non-residential development (internal drives, water and sanitary sewer lines) is privately maintained at no expense to the citizens. The cost of public infrastructure maintenance for residential development is the City's (taxpayers') responsibility.

8. Planning for water and sanitary utility services – residential and non-residential uses have different demands. What will be the impact on our infrastructure plans?

9. Impact on the Parks Master Plan?

10. School districts rely on our Zoning and Future Land Use Plan for their planning of future schools.

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, MAY 07, 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 Team	Jeff Cheney	Present
Council Member	Will Sowell	Present

CALL TO ORDER

1. ROLL CALL

The Mayor called the meeting to order at 5:00 p.m. with a quorum present. John Keating arrived at the meeting at 5:06 p.m.

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; Assistant City Secretary, Wendy Withers; Assistants to the City Manager Kathleen Stewart, Ben Brezina and John Eaglen; Engineering Services Director Paul Knippel; Planning Manger John Webb; Public Works Director Gary Hartwell; Administrative Services Director Tom Johnston; Finance Director Anita Cothran; Public Safety Director Todd Renshaw; Chief of Police John Bruce; Fire Chief Mark Piland; Assistant Fire

Chief Paul Siebert; Assistant Fire Chief Lee Glover; Parks and Recreation Director Rick Wieland, Communications Director Dana Baird; and Communications and Media Relations Specialist, Emily Martinez

CLOSED SESSION

Bob Allen moved to enter recess at 5:06 p.m. Will Sowell seconded the motion.

Passed
Vote: 5 – 0
For: Scott Johnson, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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 parking issues and a lease amendment with Dallas Stars.
ii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
iii. Receive legal advice regarding Frisco Square, Frisco Square Municipal Management District, and the Behringer Harvard bankruptcy and its effect on Frisco Square.

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. Annual evaluation of George Purefoy, City Manager

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.

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

Bob Allen moved to reconvene into Regular Session at 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)

INVOCATION

Deputy Mayor Pro-Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Ellie Yoakam and Lily Edwards, 3rd grade students from Hicks Elementary led the Pledge of Allegiance to the United States and the Texas Flag.

PROCLAMATIONS

4. Bobby Johnson--20 Years of Service to City of Frisco

This presentation was moved to May 21st Agenda.

5. Motorcycle Safety Awareness Month

Rick Stadt was present to accept the proclamation designating May 2013 as Motorcycle Safety Awareness Month.

6. Bicycle Safety Awareness Month

Joel Hoback was present to accept a proclamation designating May 2013 as Bicycle Safety Awareness month.

7. Frisco Ice Hockey State Championship Title

Coach Tom Train and Frisco Ice Hockey Association Teams were present to accept a proclamation in honor of achieving the Frisco Ice Hockey State Championship Title.

8. Keller Williams Red Day 2013

Cindy Coffin and Allison Cummins were present to accept a proclamation

proclaiming May 9th 2013 as Red (Renew Energize and Donate) Day 2013.

REPORTS

9. Mayor's Youth Council Presentation

Jackson Clifford, President of the Mayor's Youth Council for 2012-2013 gave a report relative to the Youth Council's activities. Mr. Clifford reported on the following activities such as a Dodge Ball tournament which raised $633 for the Frisco Family Services, Youth Leadership Summit, and the Day with the Mayor Event. Mr. Clifford stated that the Hope Park Grand Opening would be held on May 11th and the group plans to attend.

10. Veteran's Advisory Committee Update

Lee Myrben, Chairman of the Frisco Veteran's Advisory Committee gave a report detailing the committee's recent activities. Mr. Myrben introduced the members of the committee. Members present were Gerald Perrin, Brent Rogers, Jeff Hensley, J. J. Wilson, Marie Walters, Don Walters, Juanita Posey, John Archer and Cliff Sosamon. The committee provides advice and recommendations regarding Veterans to the Mayor and Council. The committee has been researching a way to honor veterans who have lost their lives in service to their country. The committee recommends placing the names of the WWII Veterans on a plaque at the entrance to Commons Park. J. J. Wilson noted that there had been a Facebook page created and asked that all those interested "Like" the page.

11. Denton County Transportation Authority Update

Carter Wilson, Frisco representative on the Denton County Board of Directors (DCTA). Mr. Wilson stated that he found this organization very useful, frugal and open to new ideas. Mr. Wilson stated that he had been asked to conduct a forum in regards to public transportation. The forum will be held on May 31st at the Frisco Lakes Amenities Center. Mr. Wilson introduced Jim Cline DCTA president. Mr. Cline gave a presentation regarding the background and current projects and future projects.

12. Denton County Children's Advocacy Center Update

This report has been postponed until the May 21, 2013 meeting.

13. Financial Services Monthly Budget Status Report for March 2013

Financial Services Director Anita Cothran gave a monthly budget status report for March 2013.

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

    Engineering Services Director Paul Knippel gave a monthly report on Roads, Traffic, Water and Sewer Projects for the month of April.

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

    Parks and Recreation Director, Rick Wieland gave a monthly report regarding Park and Trail Development, Facilities, Special Events and Youth Activities. Mr. Wieland reminded the public that Hope Park would be holding its grand opening on May 11th at 10 a.m.

16. Library report on usage and programming activities

    Library Services Director Shelley Holley gave a report on usage and programming activities for the month of March. Ms. Holley presented a commercial that would be shown advertising the summer reading program.

17. Council Subcommittee reports for current activities of the Legislative, Governance, and Budget and Audit Committee.

    There were no reports given

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

No one wished to speak.

CONSENT AGENDA

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

John Keating moved to pull Item 18 from the consent agenda. Bob Allen seconded the motion.

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

Bob Allen moved to approve consent agenda items 19-31. John Keating

seconded the motion.

Passed

Vote: 6 – 0

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

City Secretary Jenny Page asked that the item be approved excluding the minutes of the April 29, 2013 Joint City Council/P&Z/EDC Work Session.

John Keating moved to approve Item 18 with the exception of the April 29, 2013 Joint City Council/P&Z/EDC Work Session meetings. Jeff Cheney seconded the motion.

Passed

Vote: 6 – 0

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

Against: (None)

18. Consider and act upon approval of minutes from the April 16, 2013 Work Session and Regular City Council, April 22, 2013 Joint Grand Park Subcommittee/City Council, April 24, 2013 Joint FISD/City Council, and April 29, 2013 Joint City Council/P&Z/EDC Work Session meetings. (CSO/JP)

19. Consider and act upon approval of First Southwest Asset Management for Investment Advisory Services and authorizing the City Manager to renew the agreement. (Financial Services/AC)

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

21. Consider and act upon adoption of a Resolution authorizing the City Manager to execute Amendment Number Six to the Professional Services Agreement by and between the City of Frisco and Halff Associates, Inc. for the design of the Panther Creek Sewer Interceptor (Engineering/DLC)

Resolution 13-05-38R

22. Consider and act upon award of bid to Estrada Concrete Co. LLC and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for 2013 Sidewalks Improvements (Various Locations) (CIP#13-0006). (Engineering/TN)

Resolution 13-05-39R

23. Consider and act upon authorization for the City Manager to execute Change Order Number 3 to the Standard Construction Contract by and between the City of Frisco and Tiseo Paving Company, to construct the Stonebrook Parkway and

36-inch Water Line (Preston to DNT) Project (Bid #1203-045) (Engineering-AH)

24. Consider and act upon a Resolution authorizing the City Manager to execute Amendment Number One to the Master Agreement with Dunaway Associates, L.P. for On Call Professional Survey Services, Contract Number 2011-003. (Engineering/LC)

Resolution 13-05-40R

25. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51. Annexation Case A13-0001. (Development Services/MW)

Resolution 13-05-41R

26. Consider and act upon City Council award of RFP #1303-035, Health Care Consultant for Transparent Pricing and Quality Metrics, to Life Account LLC dba Compass Professional Health Services, and approval authorizing the City Manager to execute an agreement for these services. (HR/TJ)

27. Consider and act upon City Council approval authorizing the City Manager or his designee to execute an agreement with HD Supply for the purchase and installation of Neptune Advanced Metering Infrastructure and equipment. (PW/TJ)

28. Consider and act upon City Council approval authorizing the City Manager or his designee to execute an agreement with CORE Construction Services of Texas, Inc. for driveway construction maintenance and repairs. (PW/TJ)

29. Consider and act upon City Council approval authorizing the City Manager or his designee to execute an agreement with Trane Building Services for an HVAC Maintenance Agreement for Frisco Police/Detention Facilities. (Admin. Services/TJ)

30. Consider and act upon City Council ratification of a purchase order to Caldwell Country Ford for the purchase of one (1) cab and chassis pickup with service body. (PW/TJ)

31. 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.)

32. Consider and act upon adoption of an Ordinance for a Specific Use Permit for an automobile dealership on one lot on 4.2± acres on the northeast corner of SH 121 and Ohio Drive. Zoned Highway. Neighborhood #29. Case No. SUP13-0001. (Development Services/MW)

Ordinance 13-05-30

Bob Allen moved to approve the adoption of an Ordinance for a Specific Use Permit for an automobile dealership on one lot on 4.2± acres on the northeast corner of SH 121 and Ohio Drive. Zoned Highway. Neighborhood #29. Case No. SUP13-0001. Will Sowell seconded the motion.

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

REGULAR AGENDA

33. 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. Zoned Agricultural. Neighborhood #43. (Development Services/MW)

John Webb stated that this Zoning Case had been brought before the council previously and that staff had been working with the Developer to increase the amount of centralized open space per Council's instruction at the March 19th, meeting. The plan includes public park land as requested by the Parks Department. The lot yield is the same, while there is not a true SF5 District there are a number of lots that are the same size if not larger.

Bob Allen moved to Open the 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. Zoned Agricultural. Neighborhood #43. Scott Johnson seconded

the motion.

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

Matt Dorsett, Spiars Engineering 765 Custer Road, # 100, Plano TX 75075 was present to support agenda item #33.

Ross Calhoun, Centurion American, 1221 N-IH 35E, Suite 200, Carrollton, TX, 75006, was present to support agenda item #33.

Gregg Gibb, 2 Horizon Point, Frisco, TX 75034, was present to support agenda item #33.

Bob Allen moved to close the 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. Zoned Agricultural. Neighborhood #43. (Development Services/MW). Tim Nelson seconded the motion.

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

Jeff Cheney expressed his appreciation to the staff and the applicant for working to address the council's concerns. Mr. Cheney felt that this proposal was more in line with the development the council had in mind. The proposed plan created more premium lots and more open space. Mr. Cheney felt that this development would be a sustainable long term project.

Tim Nelson stated that he thought the new product was much better than before. John Keating thanked the developers for the work that they had done.

34. Consider and act upon adoption of an Ordinance to rezone 118.4± acres on the southwest corner of King Road and Witt Road from Agricultural to Planned Development-Single Family-7/Patio Home. Neighborhood #43. Zoning Case No. Z12-0026. (Development Services/MW)

Ordinance 13-05-31

Bob Allen moved to approve the adoption of an Ordinance to rezone 118.4± acres on the southwest corner of King Road and Witt Road from Agricultural to Planned Development-Single Family-7/Patio Home. Neighborhood #43. Zoning Case No. Z12-0026. Will Sowell seconded the motion.

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

35. Consider and act upon approval of an Impact Fee and Development Agreement by and between CTMGT Frisco I22, the Town of Little Elm, Texas and the City of Frisco, Texas. (CMO/RP)

Assistant City Manager Ron Patterson stated that this Impact Agreement affects the zoning change that was approved in agenda item #34. Mr. Patterson stated that this property was in need of some significant infrastructure improvements. This property shares a border with the Town of Little Elm and contained an agreement, for the construction of King Road and improvements to Witt Road particularly the South end so that it could connect to Stonebrook. The Developer will need to make the improvements to Witt Road. The Developer will be required to put in some sanitary sewer and water.

Scott Johnson left the meeting at 8:24 p.m.

Bob Allen asked if the Impact Fee agreement would have been discussed with or without the zoning change that was approved in Agenda Item #34. Mr. Patterson stated that it would have been done in any situation.

Bob Allen moved to approve an Impact Fee and Development Agreement by and between CTMGT Frisco I22, the Town of Little Elm, Texas and the City of Frisco, Texas. Tim Nelson seconded the motion.

Passed
Vote: 5 – 0
For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

36. Consider and act on naming the entrance road to Frisco Commons Park "CPL Peter J. Courcy Circle". (Council Member Nelson)

Tim Nelson presented a video honoring CPL Peter J. Courcy.

Mr. and Mrs. Chris and Mary Courcy, CPL Courcy's parents and Luke his

younger brother were present. Mary Courcy thanked the council for considering renaming the entrance road to honor her son. Mrs. Courcy spoke about her son's wish to serve his country and her pride in his service to his country and community.

Tim Nelson moved to approve naming the entrance road to Frisco Commons Park "CPL Peter J. Courcy Circle". John Keating seconded the motion.

Passed
Vote: 5 – 0
For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

37. Consider and Act Upon Repealing Ordinance No. 03-05-31 to Determine the Compensation for the Mayor and City Council Members. (Mayor Maso)

Assistant City Manager Nell Lange stated that there is a paragraph in the Ordinance that requires that any reimbursements be brought before the public for approval. Ms. Lange stated that although Finance had already been accounting for these expenditures through the budget process they would be happy to bring it forth in public meeting and place on the consent agenda for approval. The reimbursements will be posted on the website where the campaign finance reports are posted. Ms. Lange also pointed out that there are some minor corrections to be made to the Ordinance as it was presented.

Jeff Cheney stated that the Budget and Audit Committee was trying to set limits for the council budget and provide more oversight. The committee recommended that the expenses be posted on the website for further transparency.

Ms. Lange illustrated the difference between reimbursements and budget purchases.

Will Sowell stated that he thought that the increase was to cover the cost of expenses. Mr. Sowell stated that he was struggling to understand the difference between the stipend and actual reimbursement expenses.

John Keating asked about the credit for water bill. Ms. Lange stated that when the raise and new Ordinance goes into effect the water bill credit will no longer be given.

Richard Abernathy stated in order to receive a reimbursement, that request must come before the City Council and that reimbursements are different from budgeted items and the monthly stipend.

Bob Allen, stated that while he didn't think he would ever be submitting a reimbursement request, he felt the reimbursement process and the stipend should stay in place so that future council persons would not be prohibited in performing their duties due to lack of funds.

Mr. Nelson stated that as the procedures were written in the Charter there wasn't much choice about how to proceed. Mr. Nelson recommended that this issue be addressed when reviewing the Charter at a future time.

John Keating moved to approve Repealing Ordinance No. 03-05-31 to Determine the Compensation for the Mayor and City Council Members. (Mayor Maso). Bob Allen seconded the motion.

Failed
Vote: 2 – 3
For: John Keating, Bob Allen;
Against: Tim Nelson, Jeff Cheney, Will Sowell

38. Consider and act upon setting dates for the June Council Work Session, the July 2012 City Council meetings, the Board Applicant Nomination and Interview dates. (CMO/CSO)

Dates discussed were as follows:

May
May 21st- Board Member Recognition

June 2013.
June 4th - Board Member Appreciation
June 8th - Council Summer Work Session (8 a.m. – to 4 p.m.)
June 18th- Board Member Appreciation

July 2013
July 2nd - Council Meeting for the month of July
Remove Frisco Square Management Meeting for July
Board applications will be accepted July 1st through July 31st

August 2013
August 12th - Budget Work Session and nominate Board and Commission applicants for interviews
August 20th - Regular Council Meeting
August 21st - Board Member Interviews and discussion of applicants (2-6 p.m.)
August 22nd - Board Member Interviews and discussion of applicants (4-9 p.m.)

September 2013
September 17th – Appoint applicants to Boards and Commissions

Will Sowell moved to approve setting dates for the June Council Work Session, the July 2013 City Council meetings, the Board Applicant Nomination and Interview dates. (CMO/CSO). John Keating seconded the motion.

Passed
Vote: 5 – 0
For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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

There were no action items.

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

Maher Maso gave the council a grade of B

ADJOURN

Bob Allen moved to adjourn at 9:22 p.m. John Keating seconded the motion.

Passed
Vote: 5 – 0
For: John Keating, Tim Nelson, Bob Allen, Jeff Cheney, Will Sowell;
Against: (None)

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

Approved:

_____
Maher Maso, Mayor

Attest:

_____
Wendy Withers, Assistant City Secretary

AGENDA ITEM #17.

FRISCO
CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: **Mayor and City Council**

From: **Ron K. Patterson, Assistant City Manager**

CC: **George Purefoy, City Manager**

Date: **May 10, 2013**

Re: **Consider and act upon the approval of a Chapter 380 Grant Agreement by and between the City of Frisco, Texas and Conifer Revenue Cycle Solutions, LLC.**

Action Requested: Consideration for the approval of a Chapter 380 Agreement with Conifer Revenue Cycle, LLC ("Conifer") which is the tenant that will be moving into the new Duke Realty building under construction at the northeast corner of the DNT and Warren Parkway.



Background Information:

Duke Realty Limited Partnership ("Duke") is the owner of a 7.2 acre tract of land located on the northeast corner of the DNT and Warren Parkway on which they are completing a

build-to-suit four (4) story office building containing at least 190,000 square feet and a parking garage containing at least 950 spaces. This facility is being built for the relocation and expansion of Conifer who will lease the facility from Duke for expansion of their corporate headquarters.

Conifer's plans are to occupy the above referenced building by February 1, 2014. The proposed Chapter 380 Agreement provides the following incentive, in the form of a "Grant", provided by the City:

1. An annual grant of 50% of the ad valorem real property taxes collected by the City on the value of property in excess of the unimproved land value until the earlier of a period not to exceed ten (10) years beginning in the 2014 taxable year and ending in 2024 or when reaching the maximum grant amount of eight hundred fifty thousand dollars ($850,000.00).

This proposed agreement uses the same performance criteria outlined in a Performance Agreement with the Frisco Economic Development Corporation ("FEDC") for Conifer to qualify for the Grant outlined herein as well as the FEDC incentives. All such requirements have been incorporated by reference into this proposed Chapter 380 agreement and compliance with the Performance Agreement is a condition of the Grant being awarded. This proposed agreement also contains a Default and Recapture provision which, in the case of default by the company, provides for Conifer to repay any Grant paid to the company.

Alternatives: The City Council could consider the following alternatives:

- Table the agreement.
- Not approve the agreement.
- Direct staff to make changes or modifications as directed.

Financial Considerations: The incentive grants contemplated in the proposed agreement will be funded from ad valorem tax revenue generated by the value of the facility. Such grant is tied directly to the value generated by the location of the company at this new location.

Legal Review: The performance agreement document was prepared by Randy Hullett of the City Attorney's Office.

Supporting Documents:

- Proposed Chapter 380 Agreement
- FEDC Performance Agreement

Staff Recommendation:

Staff recommends passage as submitted.

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND CONIFER REVENUE CYCLE SOLUTIONS, LLC

This **Chapter 380 Grant Agreement** ("Agreement") is entered into by and between **CONIFER REVENUE CYCLE SOLUTIONS, LLC, a California limited liability company** ("Company") and the **CITY OF FRISCO, TEXAS, a home-rule municipality** ("City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended, ("Chapter 380"); and

WHEREAS, Duke Realty Limited Partnership is the owner (the "Owner") of a 7.6 acre tract of property located in the City, which property is more fully described in the attached **Exhibit "A"** (the "Property"). The Owner and the Company are entering into a lease agreement (the "Lease Agreement") whereby the Owner will construct on the Property and lease to the Company a four (4) story office building of at least 190,000 rentable square feet together with a parking garage that will accommodate at least 950 parking spaces; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the Grant (hereinafter defined), pursuant to Chapter 380, based on, among other things, the Company: (i) desiring to expand its corporate headquarters in the City; (ii) adding taxable improvements to real property in the City; (iii) adding taxable business personal property in the City; and (iv) creating employment opportunities for the citizens of Frisco ("Approved Project"); and

WHEREAS, the Frisco Economic Development Corporation ("FEDC") approved the form of a Performance Agreement ("Performance Agreement") with the Company at its May 15, 2013 meeting, to provide the Company with economic assistance to facilitate the Company's Approved Project, the form of which is attached hereto as **Exhibit "B"**, and incorporated herein for all purposes; and

WHEREAS, the City and the Company agree that this Agreement is strictly contingent upon the FEDC and the Company fully executing the Performance Agreement and completion of the Performance Requirements as defined in the Performance Agreement; and

WHEREAS, the City Council has concluded that the Approved Project qualifies for a Grant under Chapter 380, and is willing to provide the Company with economic assistance equal to fifty percent (50%) of the ad valorem real property taxes imposed by and collected by the City on the value of the Property in excess of the unimproved land value ("Taxes") in the form of annual grants ("Grants") as hereinafter set forth, under Chapter 380, on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the Company acknowledges and agrees that the Grants as described in this Agreement are strictly contingent upon its compliance with this Agreement and the Performance Agreement in accordance with the terms and conditions set forth in both agreements.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the City and the Company 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. Chapter 380 Grant. Subject to the terms and conditions of this Agreement and provided the Company is not in default of this Agreement or the Performance Agreement beyond the notice and cure periods set forth herein and in the Performance Agreement, the City will, pursuant to Chapter 380, provide the Grants, in the form of annual payments to the Company, equivalent to fifty percent (50%) of the Taxes collected by the City from the Owner, commencing with the 2014 taxable year. Each taxable year, commencing in 2014 and continuing through the 2024 taxable year, the City will provide the Grant to the Company; provided, however, notwithstanding anything to the contrary herein, the Grant is contingent upon the Taxes being paid on the Property by the Owner (or the Company), the Company shall provide written documentation verifying that the Taxes have been paid, and the total Grant to be provided to the Company by the City shall not, under any circumstance, exceed Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00) ("Maximum Grant"). As long as the Company is in compliance with this Agreement and the Performance Agreement, the City will tender the Grant, annually, to the Company on the 1st day of April of each year following the year in which the City collected the Taxes and continuing through the end of the period of the Grant subject to the Maximum Grant.

3. Default and Recapture Provision. (a) Event of Default. In the event ("Event of Default") that the (1) Owner or Company allows its Taxes owed the City to become delinquent; or (2) Company breaches any of the terms or conditions of this Agreement or the Performance Agreement, then the Company shall be in default. In the event that the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within thirty (30) days of said written notice, this Agreement may be terminated by the City. In the event of default by the Company and the continuation of such default for thirty (30) days after the written notice set forth above, the City shall be entitled to reimbursement of the Grant tendered to the Company. In addition, City shall be entitled to any other remedies available at law or equity.

(b) Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice, this Agreement may be terminated by the Company. The Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy.

4. 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 the City, addressed to it at:
City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122

With a copy to:
Abernathy, Roeder, Boyd & Joplin, P.C.
Attention: G. Randal Hullett
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044

If to the Company, addressed to it at:
Conifer Revenue Cycle Solutions, LLC
c/o Conifer Health Solutions, LLC
Attention: Stephen Mooney
2401 Internet Boulevard, Suite 201
Frisco, TX 75034

With a copy to:
Conifer Revenue Cycle Solutions, LLC
c/o Conifer Health Solutions, LLC
Attention: Richard L. Smith
2401 Internet Boulevard, Suite 201
Frisco, TX 75034

5. Verification and Compliance. The Company will allow the City to audit, if necessary, all of the Company's records (other than individual employee files), documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure the Company's compliance with the affirmative covenants set forth in this Agreement; (ii) to determine the existence of an Event of Default under the terms of this Agreement; and (iii) to ensure compliance with any other terms and conditions set forth herein or any related documents. The City will provide the Company with written notice of any request for an audit and shall cooperate with the Company to schedule audit activities during the Company's normal business hours so as to minimize disruption to the Company's normal business operations.

6. Notice to City by FEDC. The Company shall not be in default under the provisions of the Performance Agreement, provided it is consummated, until the FEDC has given the City notice of the alleged failure of the Company to perform under the Performance Agreement (which notice shall set forth in reasonable detail the nature of the alleged failure) and after the Company has failed to cure the alleged failure after being given thirty (30) days to cure said default, the Company shall be deemed to be in default of the Performance Agreement.

7. Miscellaneous Provisions.

(a) Binding Agreement. This Agreement shall constitute a valid and binding agreement by and between the City and the Company.

(b) Savings/Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, or affect any other provision hereof. It is the intention and agreement of the parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same objective of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid or unenforceable provision, irrespective of whether such amendment or substituted provision is materially different than the illegal, invalid or unenforceable provision).

(c) Default. Notwithstanding any provision in this Agreement to the contrary, the Company's nd the City's only liability for breaching any provision of this Agreement shall be the remedies expressly set forth in this Agreement.

(d) 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.

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. In the event of a lawsuit brought pursuant to this Agreement, exclusive venue shall lie in Collin County, Texas.

(f) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(h) 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.

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

(j) 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.

(k) 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.

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

apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

(m) Sovereign Immunity. The parties agree that Frisco has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

(n) Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided this Agreement may be assigned by operation of law in connection with a merger or consolidation of the Company so long as the Company provides City of the name, address, phone number, and email address of the successor entity. In the event of an assignment, the assignment is not effective until written notice is given to the City of the name, address, phone number, and email address of the assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the ____ day of _____, 2013 ("Effective Date").

*****SIGNATURES ON NEXT PAGE*****

ATTEST:

By: _____
Jenny Page, City Secretary

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

COMPANY:

CONIFER REVENUE CYCLE SOLUTIONS, LLC, a California limited liability company

BY: CONIFER HEALTH SOLUTIONS, LLC, a Delaware limited liability company, its manager

By: _____
Stephen M. Mooney, Manager

Dated: _____

STATE OF _____ *
*
COUNTY OF _____ *

BEFORE ME, the undersigned authority, on this day personally appeared Stephen M. Mooney, Manager of **CONIFER HEALTH SOLUTIONS, LLC, a Delaware limited liability company, the Manager of CONIFER REVENUE CYCLE SOLUTIONS, LLC, a California limited liability company**, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

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

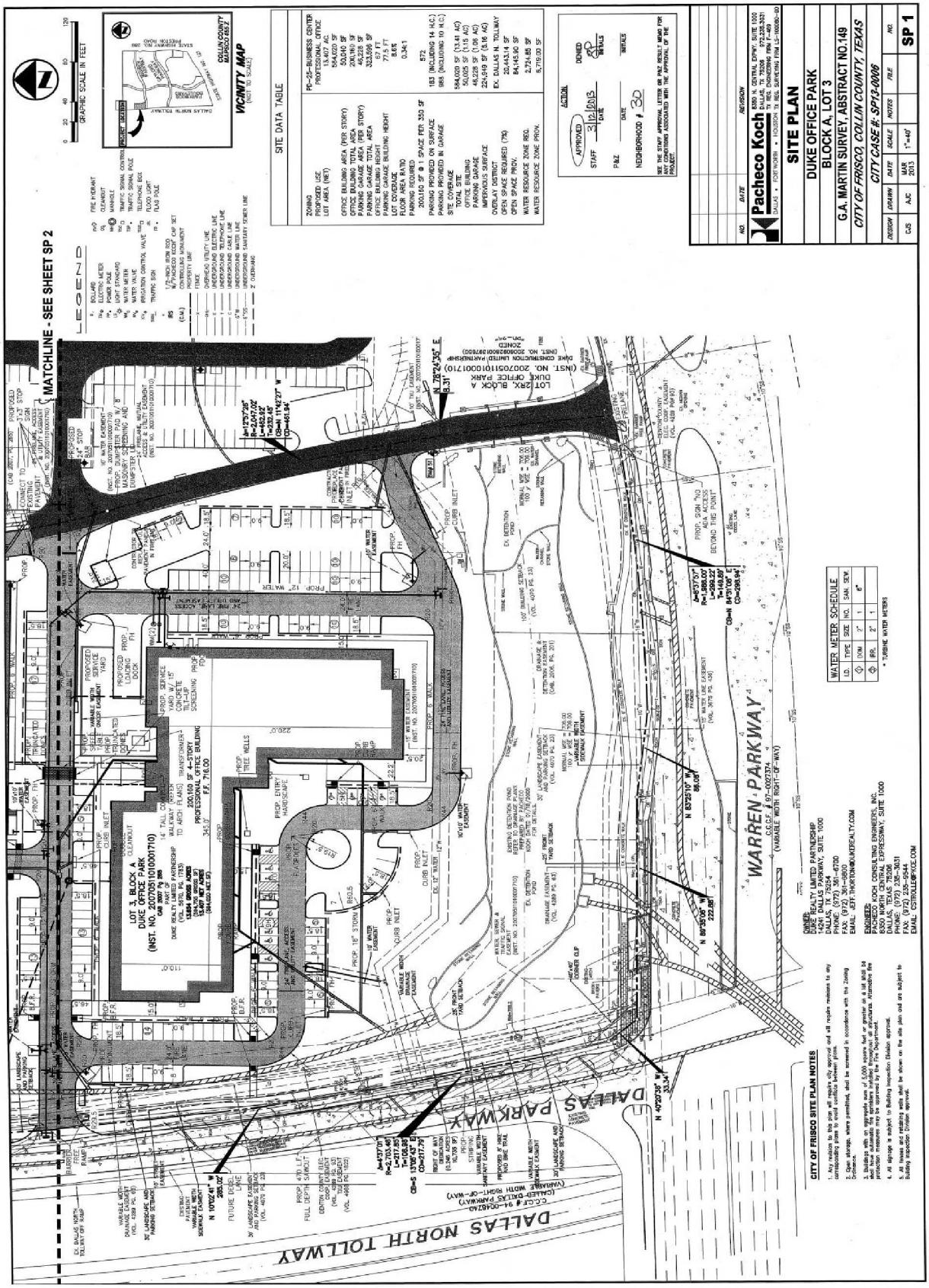
STATE OF TEXAS *
*
COUNTY OF COLLIN *

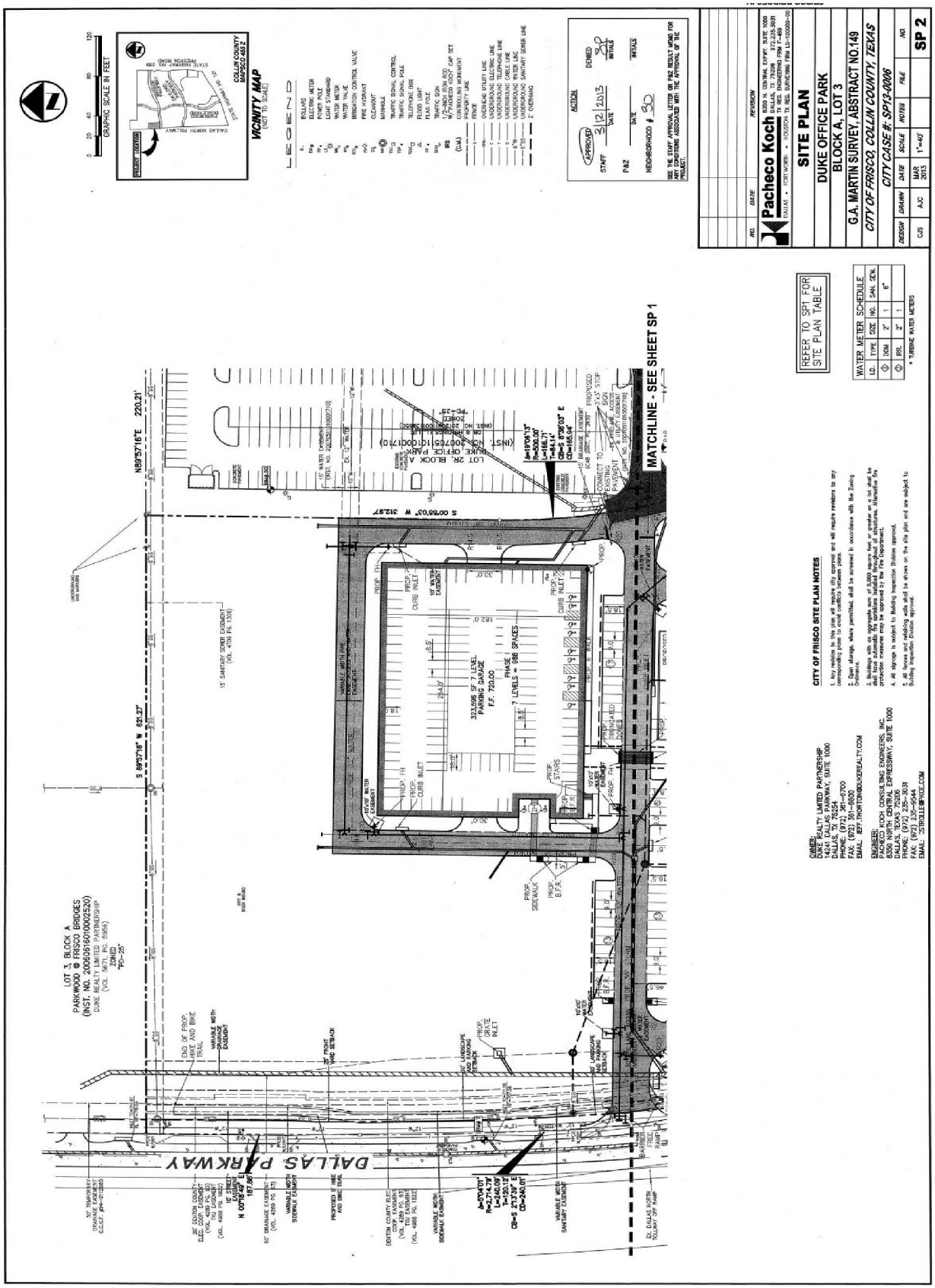
BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

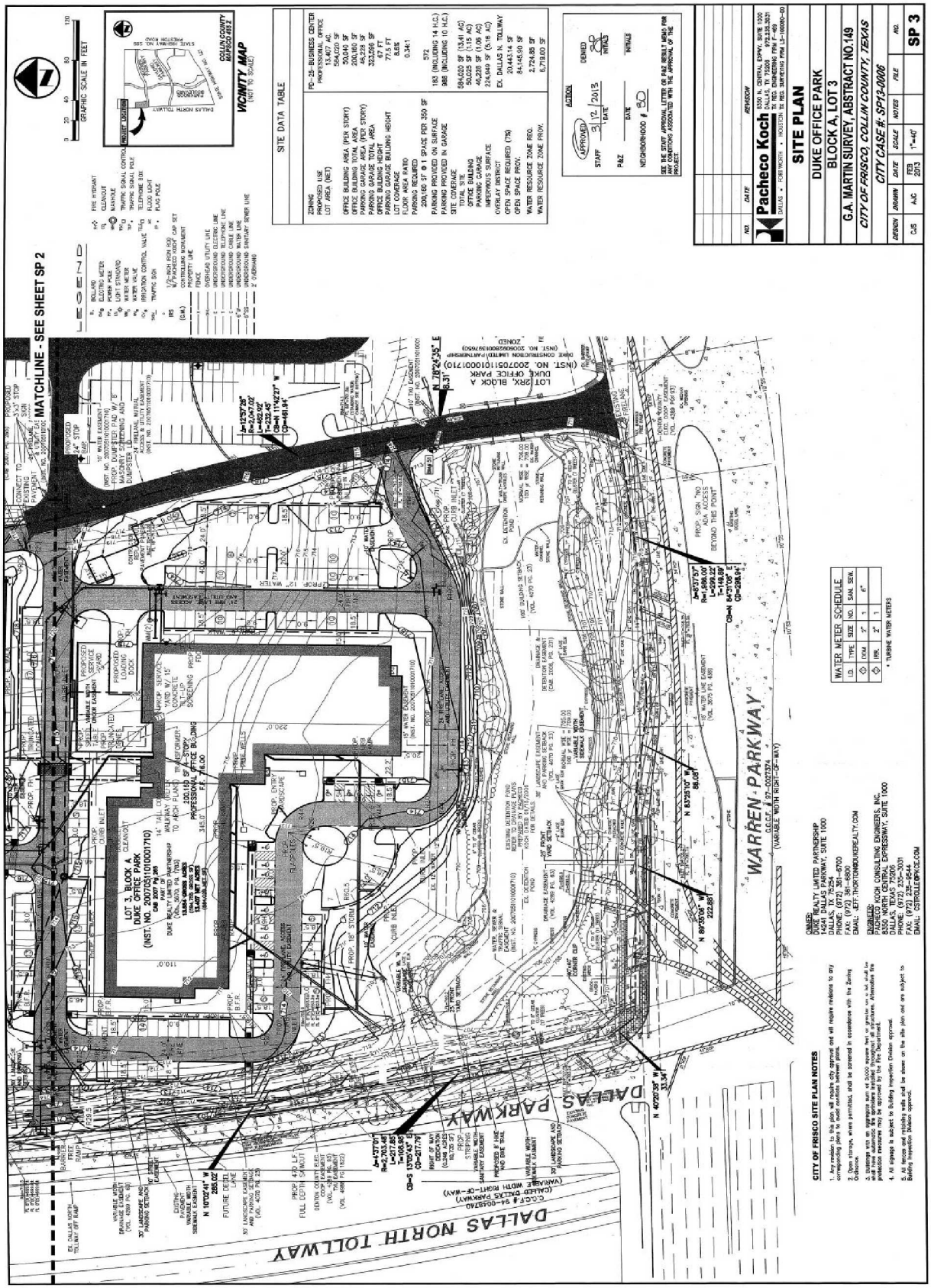
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

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

EXHIBIT "A"
(Legal Description of the Property)


SITE PLAN
DUKE OFFICE PARK
BLOCK A, LOT 3
G.A. MARTIN SURVEY, ABSTRACT NO.149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
CITY CASE #: SP13-0006
SP 1
Pacheco Koch
SITE DATA TABLE
LEGEND
VICINITY MAP
MATCHLINE - SEE SHEET SP 2
WARREN PARKWAY
DALLAS PARKWAY
DALLAS NORTH TOLLWAY
CITY OF FRISCO SITE PLAN NOTES
WATER METER SCHEDULE


SITE PLAN
DUKE OFFICE PARK
BLOCK A, LOT 3
G.A. MARTIN SURVEY, ABSTRACT NO.149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
CITY CASE #: SP13-0006
SP 2
Pacheco Koch
VICINITY MAP
LEGEND
GRAPHIC SCALE IN FEET
MATCHLINE - SEE SHEET SP 1
DALLAS PARKWAY
REFER TO SP1 FOR SITE PLAN TABLE
WATER METER SCHEDULE
CITY OF FRISCO SITE PLAN NOTES
OWNER:
DUKE REALTY LIMITED PARTNERSHIP
ENGINEER:
PACHECO KOCH CONSULTING ENGINEERS, INC.


SITE PLAN
DUKE OFFICE PARK
BLOCK A, LOT 3
G.A. MARTIN SURVEY, ABSTRACT NO.149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
CITY CASE #: SP13-00006
SP 3
Pacheco Koch
DALLAS • FORT WORTH • HOUSTON, TX REG. SURVEYING FIRM LS-100990-00
8350 N. CENTRAL EXPWY., SUITE 1000
DALLAS, TX 75206
972.235.3031
SITE DATA TABLE
LEGEND
VICINITY MAP
(NOT TO SCALE)
MATCHLINE - SEE SHEET SP 2
DALLAS NORTH TOLLWAY
DALLAS PARKWAY
WARREN PARKWAY
LOT 3, BLOCK A
DUKE OFFICE PARK
(INST. NO. 20070501010001710)
PROFESSIONAL OFFICE BUILDING
F.F. 716.00
LOT 2RX, BLOCK A
DUKE OFFICE PARK
(INST. NO. 20070501010001710)
WATER METER SCHEDULE
CITY OF FRISCO SITE PLAN NOTES
OWNER:
DUKE REALTY LIMITED PARTNERSHIP
14241 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (972) 361-3700
FAX: (972) 361-8800
EMAIL: JEFF.THORTON@DUKEREALTY.COM
ENGINEER:
PACHECO KOCH CONSULTING ENGINEERS, INC.
8350 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TX 75206
PHONE: (972) 235-3031
FAX: (972) 235-9544
EMAIL: CSTROLLE@PKCE.COM

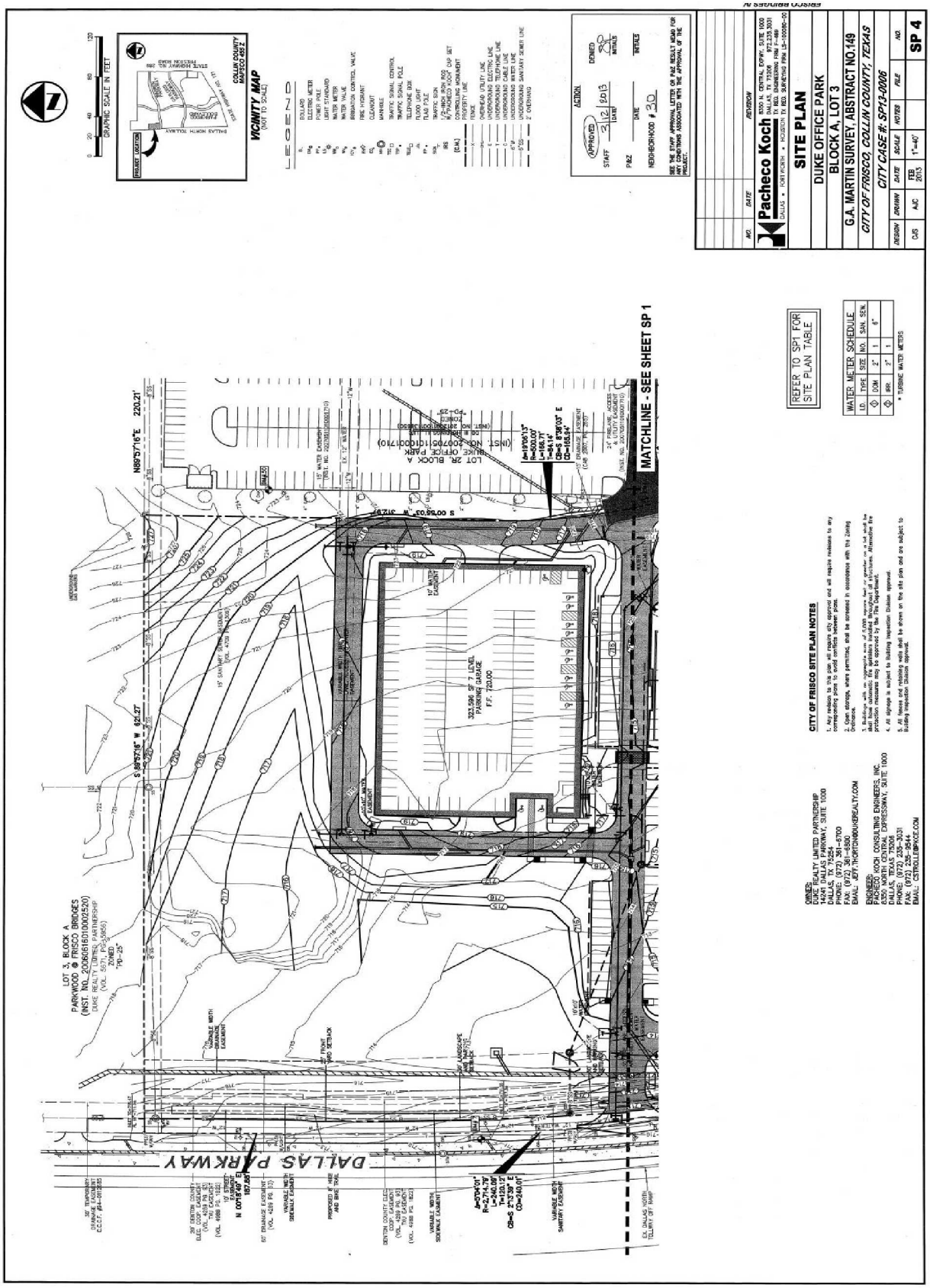

SITE PLAN
DUKE OFFICE PARK
BLOCK A, LOT 3
G.A. MARTIN SURVEY, ABSTRACT NO.149
CITY OF FRISCO, COLLIN COUNTY, TEXAS
CITY CASE #: SP13-0006
SP 4
Pacheco Koch
DALLAS • FORT WORTH • HOUSTON
8350 N. CENTRAL EXPY., SUITE 1000
DALLAS, TX 75206
972.235.3031
TX REG. ENGINEERING FIRM F-469
VICINITY MAP
(NOT TO SCALE)
COLLIN COUNTY
MAPSCO 465 Z
DRAWING SCALE IN FEET
LEGEND
DALLAS PARKWAY
MATCHLINE - SEE SHEET SP 1
REFER TO SP1 FOR SITE PLAN TABLE
WATER METER SCHEDULE
CITY OF FRISCO SITE PLAN NOTES
OWNER:
DUKE REALTY LIMITED PARTNERSHIP
14241 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254
PHONE: (972) 361-8700
FAX: (972) 361-8800
EMAIL: JEFF.THORTON@DUKEREALTY.COM
ENGINEER:
PACHECO KOCH CONSULTING ENGINEERS, INC.
8350 NORTH CENTRAL EXPRESSWAY, SUITE 1000
DALLAS, TEXAS 75206
PHONE: (972) 235-3031
FAX: (972) 235-3544
EMAIL: CSTROLLE@PKCE.COM

EXHIBIT "B"
(Form of the Performance Agreement with the Frisco Economic Development Corporation)

PERFORMANCE AGREEMENT
Between
FRISCO ECONOMIC DEVELOPMENT CORPORATION
And
CONIFER REVENUE CYCLE SOLUTIONS, LLC

This Performance Agreement (this "Agreement") is made and entered into by and between the **FRISCO ECONOMIC DEVELOPMENT CORPORATION (the "FEDC")**, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act"), and **CONIFER REVENUE CYCLE SOLUTIONS, LLC**, a California limited liability company **(the "Company")**.

RECITALS

WHEREAS, the Company is desirous of expanding its Corporate Headquarters in the City of Frisco, Texas (the "City"); and

WHEREAS, the Company has requested that the FEDC provide economic assistance to facilitate this office expansion in the City of Frisco by providing cost reimbursement for office space to be occupied by the Company consisting of a four (4) story office build-to-suit of at least 190,000 square feet, and a parking garage accommodating at least 950 parking spaces, (the "Project"); and

WHEREAS, the Company is entering into a Chapter 380 Grant Agreement (the "Chapter 380 Agreement") with the City whereby the City is agreeing to provide an economic grant to the Company in an amount equal to fifty percent (50%) of the ad valorem real property taxes received by the City in excess of the unimproved land value from the Project over a ten (10) year period up to a maximum of $850,000.00 in the aggregate; and

WHEREAS, the office that the Company will occupy in the City will be the principal office for the Company's administrative and management services; and

WHEREAS, the expansion of the Company's Corporate Headquarters in the City will create "primary jobs", as that term is defined in the Act, being a job available at a company for which a majority of the products or services of the company are ultimately exported to regional, statewide, national or international markets; and

WHEREAS, primary jobs created by the Project of the Company and/or its affiliates fall within the North American Industry Classification System (NAICS) Sector No. 551; and

WHEREAS, the FEDC has determined that it is in the best interest of the public and the City and promotes the purposes authorized by the voters of the City of Frisco for which the FEDC was established to encourage the development and use of industrial and business properties within the City; and

WHEREAS, the FEDC is willing to provide the Company with economic assistance hereinafter set forth on the terms and subject to the conditions as stated herein and Company is willing to accept the same subject to all terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the FEDC and Company agree as follows:

I. **Economic Assistance.** Subject to the terms of this Agreement, the FEDC will provide Company economic assistance in the form of Performance Economic Incentives ("Economic Incentives") in an amount up to, but not to exceed One Million, Five Hundred Seventy-Five Thousand Dollars ($1,575,000.00).

Upon meeting the qualifications and requirements (the "Performance Requirements") either directly by the Company or indirectly through its affiliates and parent as provided herein, the Company shall be entitled to the following Economic Incentives (to the extent of a conflict between the chart below and the specific language in Section II below, the provisions of Section II shall govern and control):

Economic Incentives and Performance Requirements Schedule:

Economic Incentive No.	Total Full-Time Jobs	Minimum Square Feet Occupied	Total Project Cost	Business Personal Property Value	FEDC Incentive	Total FEDC Incentive	Eligibility Period*
1	250	140,000	$20,000,000	$670,000	$300,000	$300,000	06/30/2014
2	500	140,000			$300,000	$600,000	12/31/2014
3	650	190,000		$1,250,000	$225,000	$825,000	12/31/2015
4	900	190,000		$1,000,000	$375,000	$1,200,000	12/31/2016
5	1,050	190,000			$225,000	$1,425,000	12/31/2017
6	1,050	190,000			$150,000	$1,575,000	12/31/2024

* The Expiration Date for each Economic Incentive is December 31 of each calendar year during the term of the Performance Agreement, beginning December 31, 2014, unless otherwise specifically noted.

The failure of the Company to meet the applicable Performance Requirements for any of the Economic Incentives shall not be a default or breach by the Company under this Agreement but shall be a failure on the part of the Company to meet the required Performance Requirements for such Economic Incentive.

II. Requirements for each Economic Incentive.

a. A maximum Economic Incentive of $300,000.00 will be paid to the Company upon completion of the following Performance Requirements for Incentive No. 1:

1) Documentation of an executed lease agreement for at least 190,000 rentable square feet of office space with a structured parking garage with at least 950 parking spaces within the City (the "Lease Premises") for a term of not less than one hundred twenty (120) months without an option to vacate the space prior to termination (the "Lease") on or before June 30, 2014; and

2) Documentation of receipt of a permanent Certificate of Occupancy ("CO") from the City for the Lease Premises and occupy at least 140,000 rentable square feet of office space, on or before June 30, 2014; and

3) Documentation of the Total Project Cost of the Project, excluding the land value, of at least Twenty Million and No/100^{ths} Dollars ($20,000,000.00) on or before June 30, 2014; and

4) Documentation of the Company and/or its affiliates and/or parent entities have added since the date of this Agreement Business Personal Property Value in the City with a value (at the time of acquisition) of not less than $670,000.00 on or before June 30, 2014; and

5) Documentation that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least Two hundred fifty (250) full-time employees in the Lease Premises on or before June 30, 2014; and

6) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

b. A maximum Economic Incentive of $300,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2:

1) Documentation of continuous occupancy of at least 140,000 rentable square feet of office space from the date of issuance of the CO for the Lease Premises; and

2) Documentation on or before December 31, 2014, that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least five hundred (500) full-time employees in the Lease Premises for a period of six months after the date of the CO from the City; and

3) Documentation that all Significant Contracts (as defined herein) for the construction of improvements on the property shall separately identify labor and materials for the Project and that such contracts will (i) separately identify labor and materials components for purposes of determining sales and use tax pursuant to Section

151.056(b) of the Texas Tax Code resulting in the value of the materials being separately identified from other costs and (ii) state that the situs of any sales and use tax paid and related thereto will be Frisco, Texas.

a. The amount of sales tax paid to the City of Frisco from the Office of the Texas Comptroller of Public Accounts related to the Project shall be an amount no less than Two Hundred Fifty-Two Thousand Dollars ($252,000.00).
b. Should the amount of the sales tax from the Significant Contracts paid to the City of Frisco from the Office of the Texas Comptroller of Public Accounts and related to the Project be a total amount less than Two Hundred Fifty-Two Thousand Dollars ($252,000.00), Incentive No. 2 shall be decreased by the difference between $252,000 and the actual sales tax paid to the City of Frisco by the Office of the Texas Comptroller of Public Accounts and related to the Project. For example, if the actual sales tax paid to the City of Frisco by the Office of the Texas Comptroller of Public Accounts related to the Project is only $227,000, then Incentive No. 2 shall be reduced by $25,000.00 ($252,000.00 - $227,000.00 = $25,000).
c. The Company shall have delivered to the FEDC such information requested by the FEDC pursuant to Section III.e of this Agreement; and

4) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

c. A maximum Economic Incentive of $225,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3:

1) Documentation of receipt of a permanent CO from the City for 190,000 rentable square feet of office space in the Lease Premises and occupy such office space, on or before December 31, 2015; and

2) Documentation of the Company and/or its affiliates and/or parent entities have added Business Personal Property Value in the City with a value of not less than $1,250,000.00 for a total of at least $1,820,000.00 Business Personal Property Value (at the time of acquisition) on or before December 31, 2015 since the date of this Agreement; and

3) Documentation that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least six hundred fifty (650) full-time employees in the Lease Premises on or before December 31, 2015; and

4) Compliance documentation shall be submitted as required below in Article III General Provisions (b).

d. A maximum Economic Incentive of $375,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4:

1) Documentation of continuous occupancy of the Lease Premises; and

2) Documentation of the Company and/or its affiliates and/or parent entities have added Business Personal Property Value in the City with a value of not less than $1,000,000.00 for a total of at least $2,920,000.00 Business Personal Property Value (at the time of acquisition) on or before December 31, 2016 since the date of this Agreement; and

3) Documentation that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least nine hundred (900) full-time employees in the Lease Premises on or before December 31, 2016; and

4) Compliance documentation shall be submitted as required below in Article III General Provisions (b).

e. A maximum Economic Incentive of $225,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 5:

1) Documentation of continuous occupancy of the Lease Premises; and

2) Documentation that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least one thousand fifty (1,050) full-time employees in the Lease Premises on or before December 31, 2017; and

3) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

f. A maximum Economic Incentive of up to $150,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 6:

1) In the event the Company does not receive the full amount of incentives from the Chapter 380 Agreement prior to its expiration, the Company may qualify for an Economic Incentive up to the lesser of (i) the sum of $150,000.00, or (ii) the difference between the grant payments actually received by the Company under the Chapter 380 Agreement and $850,000.00; and

2) To qualify for Incentive No. 6, Company shall provide the following:

(a) Documentation of continuous occupancy of the Lease Premises; and

(b) Documentation that the Company and/or its affiliates and/or parent entities have created, staffed and maintained employment of at least one thousand fifty (1,050) employees in the Lease Premises on or before December 31, 2024; and

(c) Compliance documentation shall be submitted as required below in Article III, General Provisions (b).

For the purposes of this Agreement, "rentable square feet" is defined as the actual square footage in the premises that is leased or owned by the Company.

For purposes of this Agreement, occupancy shall be deemed to be "continuous" if the occupancy isn't abandoned (with evidence thereof) and fixtures are not removed from the property for a period of longer than ninety (90) days, except that vacation of the premises due to casualty, condemnation, acts of God, war, weather, or terrorism shall not be deemed to be abandonment of the premises.

For purposes of this Agreement, "Total Project Cost" shall be the sum of all soft and hard costs, excluding land, related to the construction and completion of the Project. Total Project Cost shall be determined through the FEDC's review of the construction permits filed with the City of Frisco for the Project. Construction permits shall include permits for the shell building, parking garage, tenant improvements and any other applicable permits.

For the purposes of this Agreement, "Business Personal Property Value" refers to the value (or purchase price) of furniture, fixtures, equipment, machinery, merchandise, materials, and all other personal property owned and/or leased by the Company and/or its affiliates and/or parent entities and used in the Company's and/or its affiliates and/or parent entities business which is taxable in the City.

For the purposes of this Agreement, a "full-time employee" is defined as an employee customarily described as a full-time employee in the industry and locale where the Project is located, but in any event works a minimum of thirty-five (35) hours per week and qualifies for allowances for vacation and sick leave, with full company benefits and is employed exclusively and on-site at the Company's Project in the City of Frisco, Texas. Full-time employees whose primary office is at the Lease Premises but who travel from time to time to visit oversee, and supervise other facilities and/or visit or call on customers of the Company shall be deemed to be exclusively and on-site at the Lease Premises. Part-time employees whether permanent or temporary, transient or contract employees shall NOT be included in determining the Company's total number of "full-time" employees.

For the purposes of this Agreement, "Significant Contracts" shall mean contracts for construction of the Infrastructure and/or Improvements for the Project that are a value of $50,000.00 or more, such as, but not limited to, the following construction materials:

- Concrete
- Steel (foundation as well as framing)
- Pre-cast concrete/windows/glass/exterior siding
- Heating Ventilation Air Conditioning Plumbing (HVAC)
- Lighting
- Roofing

III. General Provisions.

a. Term of the Agreement: **The term of this Agreement shall begin on the date of execution by the FEDC and will expire the earlier of (i) the full payment of the Economic Incentives, or (ii) on ninety (90) days following the last Economic Incentive Date provided for herein, or as otherwise provided within the Agreement.**

Notwithstanding the above, if the Company fails to execute and deliver this Agreement to the FEDC on or before 5:00 p. m. on the thirtieth (30th) day following the date of approval by the FEDC, this Agreement shall be null and void.

b. Submittal of Performance Documentation: **Certificates of Compliance (Exhibit "A") and supporting documents must be submitted in a format acceptable to the FEDC not more than thirty (30) days from the Expiration Date for each Economic Incentive.**

c. Verification and Compliance: The Company will certify and provide, to the extent necessary, Company records, documents, agreements, construction contracts both at the prime and sub-contractor level, and other instruments in furtherance of the following purposes: (i) to insure Company's compliance with the affirmative covenants as set forth within the Performance Agreement; (ii) to determine the existence of an Event of Default; (iii) to insure compliance with any terms or conditions set forth in the Agreement or related documents. Company will provide reports certifying the status of compliance, new jobs created, new investments, sales/use taxes paid by the Company to any/all vendors or directly to the Texas Comptroller of Public Accounts and any other relevant information until the termination of the Agreement. Documentation for jobs may be in the form of quarterly IRS 941 returns, Texas Workforce Commission Quarterly Unemployment Summary, or employee rosters that show the hours of work and the position filled and such other reports as may reasonably be required. Documentation for taxable real or business personal property may include the Company providing their Property Value Information Certification form from the "appropriate" County Appraisal District for the City of Frisco, Texas. Documentation for sales/use tax payments may be copies of sales/use tax returns and/or vendor billings and payments.

d. Undocumented Workers: Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant

from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

e. Sales Tax: The FEDC shall have the right from time to time to require the Company through Duke Realty Limited Partnership ("Landlord") to deliver copies of construction contracts or subcontracts and periodic billings/payments related to the Infrastructure, or Improvements in the case where Landlord is an owner, to the FEDC within 20 days after receipt of such written request from FEDC. The Company will cause Landlord to inform contractors and subcontractors for Significant Contracts that the FEDC requires the situs of sales and use taxes to be Frisco, Texas. Upon request by the FEDC, the Company shall provide the following documentation to the FEDC (which shall also be provided to the City of Frisco Finance department):

1. A copy of all pertinent paperwork regarding the separated labor and materials for Significant Contracts for the Infrastructure or Improvements;
2. A summary report of the total Separated Material Values for the project, as well as the Separated Material Values for Significant Contracts in the form attached hereto as Exhibit "B" at the completion of the construction project.

Each contractor shall maintain a current summary of their separated costs in each of the three categories: taxable materials, tax, nontaxable categories (including overhead & profit). The contractor shall submit to Landlord a total value for each of these categories upon request.

f. Payment of Economic Incentives: Subject to the terms of this Agreement, the FEDC shall pay the Economic Incentives within forty-five (45) days of receipt of the required documentation from the Company, subject to verification by the FEDC that the Performance Requirements have been met or exceeded by the Company. The "payment date" of each Economic Incentive shall be the date of the check for each Economic Incentive that is paid.

g. Non-Attainment of Performance Requirements: In the event the Company does not meet or exceed the Performance Requirements for any of the Incentives 1 through 6 as set forth in Section II, the applicable FEDC Economic Incentive 1-6, as the case may be, will be either voided or reduced at the sole discretion of the FEDC Board of Directors, but each of the other Incentives shall remain in full force and effect, subject to the Company timely meeting the applicable requirements for such Incentives. After the expiration date of an Eligibility Period for any one of the Incentives 1-6, the Company will not be eligible to receive any portion of such Incentive but may continue to qualify for the other Incentives.

h. Employee Hiring, Materials and Supplies Purchase. Although not an event of default or a condition to this Agreement, FEDC requests that the Company satisfies its need for all additional employees from Frisco residents and purchase all materials, supplies and services necessary to affect the occupancy of the leased office space from Frisco merchants and businesses.

i. Community Involvement. Although not an event of default or condition of any advance hereunder, the Company agrees to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in the City of Frisco, Texas, and to actively encourage its employees to be involved in such organizations and/or activities.

j. Non-Payment of Economic Incentives: Notwithstanding anything herein to the contrary, FEDC shall have no obligation to pay any of the Economic Incentives if the Company becomes insolvent, makes false statements, fails to pay municipal payments or files suit against the City and/or the FEDC, or otherwise defaults under the terms of this Agreement.

k. Notification Obligations: The Company shall notify the FEDC in writing of any material changes in the Company ownership within thirty (30) days of any such change.

l. Termination of Economic Assistance: This Agreement may be terminated by mutual written consent of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth in this Agreement. Regardless of Company's level of attainment of the Performance Requirements as set forth in this Agreement, the FEDC's obligation to pay a portion or all of the Economic Incentives to the Company will expire thirty (30) days following the Eligibility Period of the last Economic Incentive, except in the event that the Company has fully complied with the Performance Requirements for such unpaid Economic Incentives, including reasonable compliance with the documentation requirements set forth herein.

V. Miscellaneous.

a. This Agreement shall inure to the benefit of the parties hereto and shall not be assignable by Company without the prior written consent of the FEDC, which consent may be withheld by the FEDC in its sole and absolute discretion.

b. This Agreement shall be construed according to the laws of the State of Texas and is subject to all provisions of the Act, which are incorporated herein by reference for all purposes. In the event any provision of the Agreement is in conflict with the Act, the Act shall prevail.

c. This Agreement contains the entire agreement of the parties regarding the within subject matter and may only be amended or revoked by the written agreement executed by all of the parties hereto.

d. This Agreement shall be governed by the laws of the State of Texas and is specifically performable in Collin County, Texas.

e. Any notice required or permitted to be given under this agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other address as any part hereto might specify in writing:

FEDC: James L. Gandy, CEcD, CCIM, President
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 400
Frisco, Texas 75034

With copy to: Abernathy Roeder Boyd & Joplin P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attention: Mr. G. Randal Hullett

COMPANY: Conifer Revenue Cycle Solutions, LLC
c/o Conifer Health Solutions, LLC
2401 Internet Blvd., Suite 201
Frisco, TX 75034
Attn: Mr. Stephen M. Mooney

With copy to: Conifer Health Solutions, LLC
2401 Internet Blvd., Suite 201
Frisco, TX 75034
Attn: Mr. Richard L. Smith

By the execution hereof, each signatory hereto represents and affirms that he is acting on behalf of the party indicated, that such party has taken all action necessary to authorize the execution and delivery of the Agreement and that the same is a binding obligation on such party.

FEDC BOARD APPROVED this _____ day of _____, 2013.

FEDC:

FRISCO ECONOMIC DEVELOPMENT CORPORATION

By: _____
James L. Gandy, President
Dated: _____

COMPANY:

CONIFER REVENUE CYCLE SOLUTIONS, LLC, a California limited liability company

BY: CONIFER HEALTH SOLUTIONS, LLC, a Delaware limited liability company, its manager

By:_____
Stephen M. Mooney, Manager
Dated: _____

EXHIBIT A
(Certificates of Compliance)

EXHIBIT B
(Form of Separated Material Values for Significant Contracts)

AGENDA ITEM #18.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **May 21, 2013**

Subject: **Consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of a Traffic Signal on Teel Parkway at Old Orchard Drive (Bid No. 1304-049).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Roadway Solutions, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $79,970.00 for the Installation of a Traffic Signal on Teel Parkway at Old Orchard Drive (Bid No. 1304-049).

Background Information: A total of three responsible bids were opened on April 30, 2013 at 2:05 PM with Roadway Solutions, Inc. being the lowest bidder. Award of this bid to Roadway Solutions, Inc. will result in the construction of a new traffic signal on Teel Parkway at Old Orchard Drive within the City.

A contingency amount of $10,000 is also included in the bid to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in June 2013. One leg of this intersection serves as the entrance only driveway to Cobb Middle School, so the

construction contract specifies completion of the traffic signal within 60 days to get it completed and operational before school starts in late August.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: Previous bond sales will provide the funding for this traffic signal.

Legal Review: Standard Construction Services Agreement.

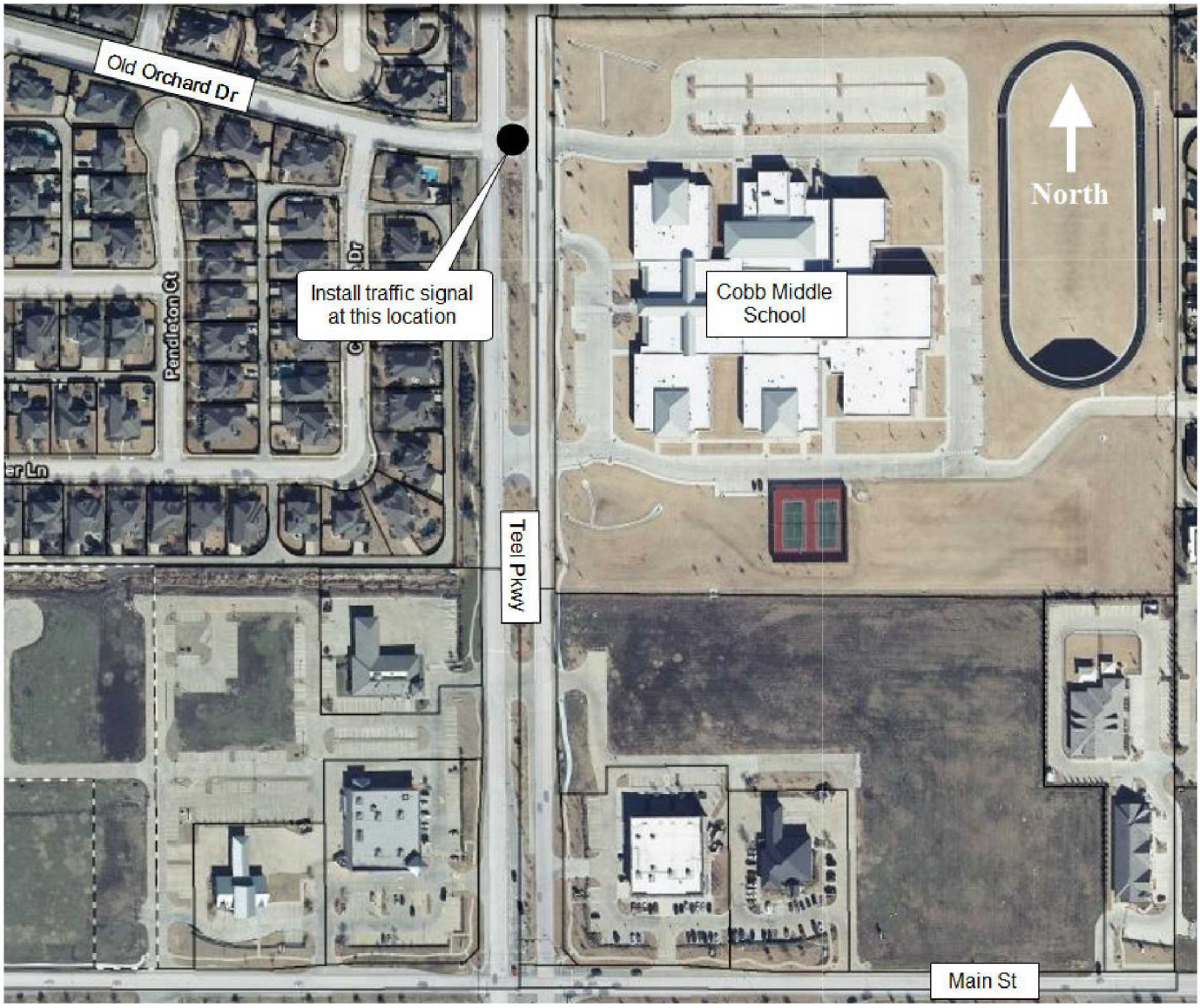
Supporting Documents:

- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Roadway Solutions, Inc., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $79,970.00 for the Installation of a Traffic Signal on Teel Parkway at Old Orchard Drive (Bid No. 1304-049). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP
TRAFFIC SIGNAL ON TEEL PARKWAY AT OLD ORCHARD DRIVE



Teel Parkway at Old Orchard Drive Traffic Signal
Bid Tab - Bid #1304-049

Teel Parkway Traffic Signal					Engineer Estimate		Roadway Solutions Inc.		Highway ITS		Durable Specialities, Inc.	
Item No.	Spec. Item	Name of Pay Item	Est. Quantity	Unit	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Price	Amount Bid	Unit Bid Amount	Amount Bid
1	17113	**Mobilization**	1	LS	$ 1,700.00	$ 1,700.00	$ 1,051.50	$ 1,051.50	$ 4,118.21	$ 4,118.21	$ 1,500.00	$ 1,500.00
2	33101	**Drill Shaft Foundation (24 IN)**	24	LF	$ 70.70	$ 1,696.80	$ 105.00	$ 2,520.00	$ 79.88	$ 1,917.12	$ 130.00	$ 3,120.00
3	33101	**Drill Shaft Foundation (36 IN)**	28	LF	$ 115.84	$ 3,243.52	$ 170.00	$ 4,760.00	$ 147.29	$ 4,124.12	$ 175.00	$ 4,900.00
4	33101	**Drill Shaft Foundation (48 IN)**	22	LF	$ 205.00	$ 4,510.00	$ 195.00	$ 4,290.00	$ 226.69	$ 4,987.18	$ 220.00	$ 4,840.00
5	260500	**Electric Conductor (No. 4) Insulated**	30	LF	$ 1.59	$ 47.70	$ 1.20	$ 36.00	$ 2.68	$ 80.40	$ 2.00	$ 60.00
6	260500	**Electric Conductor (No. 6) Bare**	1,050	LF	$ 1.13	$ 1,186.50	$ 0.50	$ 525.00	$ 0.85	$ 892.50	$ 1.00	$ 1,050.00
7	260500	**Electric Conductor (No. 8) Insulated**	1,440	LF	$ 1.02	$ 1,468.80	$ 0.60	$ 864.00	$ 0.75	$ 1,080.00	$ 1.00	$ 1,440.00
8	260500	**Electric Conductor (No. 12) Insulated**	600	LF	$ 0.86	$ 516.00	$ 0.30	$ 180.00	$ 0.51	$ 306.00	$ 1.00	$ 600.00
9	260501	**Electrical Service Ty D (120/240) 070 (NS) AL (E)PS (U**	1	EA	$ 1,180.73	$ 1,180.73	$ 500.00	$ 500.00	$ 1,581.90	$ 1,581.90	$ 1,500.00	$ 1,500.00
10	270500	**Conduit (PVC) (SCHD 40) (2")**	65	LF	$ 7.00	$ 455.00	$ 4.00	$ 260.00	$ 7.70	$ 500.50	$ 7.00	$ 455.00
11	270500	**Conduit (PVC) (SCHD 40) (2") (bore)**	400	LF	$ 14.00	$ 5,600.00	$ 8.00	$ 3,200.00	$ 13.48	$ 5,392.00	$ 7.00	$ 2,800.00
12	270500	**Conduit (PVC) (SCHD 40) (3")**	135	LF	$ 7.35	$ 992.25	$ 5.00	$ 675.00	$ 6.84	$ 923.40	$ 10.00	$ 1,350.00
13	270500	**Conduit (PVC) (SCHD 40) (4")**	70	LF	$ 9.56	$ 669.20	$ 6.00	$ 420.00	$ 9.06	$ 634.20	$ 11.00	$ 770.00
14	270500	**Conduit (PVC) (SCHD 40) (4") (bore)**	400	LF	$ 19.30	$ 7,720.00	$ 20.00	$ 8,000.00	$ 15.50	$ 6,200.00	$ 18.00	$ 7,200.00
15	321650	**Reinforced Concrete Sidewalk**	25	SY	$ 34.99	$ 874.75	$ 75.00	$ 1,875.00	$ 47.78	$ 1,194.50	$ 65.00	$ 1,625.00
16	321650	**Elim. Reinforced Concrete Sidewalk**	30	SY	$ 20.35	$ 610.50	$ 30.00	$ 900.00	$ 23.05	$ 691.50	$ 8.00	$ 240.00
17	321655	**Barrier Free Ramp**	2	EA	$ 1,095.00	$ 2,190.00	$ 1,100.00	$ 2,200.00	$ 1,559.45	$ 3,118.90	$ 1,400.00	$ 2,800.00
18	321655	**Elim. Barrier Free Ramp**	2	EA	$ 293.08	$ 586.17	$ 300.00	$ 600.00	$ 329.25	$ 658.50	$ 250.00	$ 500.00
19	321723	**Pavement Markers and Markings (W) 24" (SLD)**	280	LF	$ 6.05	$ 1,694.00	$ 6.15	$ 1,722.00	$ 6.30	$ 1,764.00	$ 5.50	$ 1,540.00
20	321723	**Pavement Markers and Markings (W) 8" (SLD)**	510	LF	$ 1.06	$ 540.60	$ 1.50	$ 765.00	$ 2.10	$ 1,071.00	$ 1.30	$ 663.00
21	321723	**Pavement Markers and Markings (W) ARROW**	8	EA	$ 119.40	$ 955.20	$ 125.00	$ 1,000.00	$ 157.50	$ 1,260.00	$ 120.00	$ 960.00
22	321723	**Pavement Markers and Markings (W) WORD**	3	EA	$ 152.13	$ 456.39	$ 135.00	$ 405.00	$ 157.50	$ 472.50	$ 130.00	$ 390.00
23	321723	**Pavement Markers and Markings Type II-C-R**	17	EA	$ 3.53	$ 60.01	$ 4.00	$ 68.00	$ 10.50	$ 178.50	$ 4.00	$ 68.00
24	321723	**Pavement Markers and Markings Type I-C-R**	10	EA	$ 3.81	$ 38.10	$ 4.00	$ 40.00	$ 10.50	$ 105.00	$ 4.00	$ 40.00
25	321723	**Elim. Pavement Marking Crosswalk**	40	LF	$ 2.22	$ 88.80	$ 12.00	$ 480.00	$ 15.75	$ 630.00	$ 10.00	$ 400.00
26	321723	**Elim. Pavement Marking Arrow**	3	EA	$ 38.20	$ 114.60	$ 50.00	$ 150.00	$ 47.25	$ 141.75	$ 35.00	$ 105.00
27	344113	**Installation of Highway Traffic Signal (Isolated)**	1	EA	$ 14,504.00	$ 14,504.00	$ 9,750.00	$ 9,750.00	$14,704.80	$ 14,704.80	$ 14,000.00	$ 14,000.00
28	344113	**Enforcement Lamps**	3	EA	$ 176.90	$ 530.71	$ 200.00	$ 600.00	$ 153.93	$ 461.79	$ 155.00	$ 465.00
29	344113	**Pedestrian Pole Assembly**	2	EA	$ 1,534.00	$ 3,068.00	$ 1,250.00	$ 2,500.00	$ 974.00	$ 1,948.00	$ 850.00	$ 1,700.00
30	34113	**Pedestrian Push Button Pole**	3	EA	$ 1,179.90	$ 3,539.70	$ 800.00	$ 2,400.00	$ 891.50	$ 2,674.50	$ 650.00	$ 1,950.00
31	344113	**Aps Ped Detect (2" Push Buttons) and Push Button**	6	EA	$ 1,033.67	$ 6,202.00	$ 1,100.00	$ 6,600.00	$ 1,319.40	$ 7,916.40	$ 1,099.00	$ 6,594.00
32	344130	**Traffic Signal Cable (TY A) (14 AWG) (5 CONDR)**	930	LF	$ 1.27	$ 1,181.10	$ 1.20	$ 1,116.00	$ 1.04	$ 967.20	$ 1.00	$ 930.00
33	344130	**Traffic Signal Cable (TY A) (14 AWG) (7 CONDR)**	125	LF	$ 1.35	$ 168.75	$ 1.50	$ 187.50	$ 1.26	$ 157.50	$ 1.00	$ 125.00
34	344130	**Traffic Signal Cable (TY A) (14 AWG) (10 CONDR)**	215	LF	$ 2.07	$ 445.05	$ 2.00	$ 430.00	$ 1.83	$ 393.45	$ 2.00	$ 430.00
35	344130	**Traffic Signal Cable (TY A) (14 AWG) (20 CONDR)**	375	LF	$ 3.23	$ 1,211.25	$ 3.00	$ 1,125.00	$ 3.01	$ 1,128.75	$ 3.00	$ 1,125.00
36	344135	**Ground Box TY C (162911) w/ Apron**	6	EA	$ 708.70	$ 4,252.20	$ 475.00	$ 2,850.00	$ 626.25	$ 3,757.50	$ 640.00	$ 3,840.00
37	344150	**Small Roadside Sign Supports and Assemblies**	5	EA	$ 430.98	$ 2,154.88	$ 425.00	$ 2,125.00	$ 646.43	$ 3,232.15	$ 585.00	$ 2,925.00
38	347113	**Barricades, Signs & Traffic Handling**	2	MO	$ 850.00	$ 1,700.00	$ 1,400.00	$ 2,800.00	$ 1,083.75	$ 2,167.50	$ 500.00	$ 1,000.00
39		**Contingency**	1	EA	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
		TOTAL				**$ 88,153.26**		**$ 79,970.00**		**$ 93,533.22**		**$ 86,000.00**

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND ROADWAY SOLUTIONS, INC., FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL ON TEEL PARKWAY AT OLD ORCHARD DRIVE IN THE CITY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement by and between the City of Frisco and Roadway Solutions, Inc., for the construction of a Traffic Signal on Teel Parkway at Old Orchard Drive, 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 #19.

FRISCO
PROGRESS IN MOTION

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **May 21, 2013**

Subject: **Consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the Installation of a Traffic Signal on Independence Parkway at Kelmscot Drive (Bid No. 1305-050).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $136,900.00 for the Installation of a Traffic Signal on Independence Parkway at Kelmscot Drive (Bid No. 1305-050).

Background Information: A total of four responsible bids were opened on May 7, 2013 at 2:05 PM with Durable Specialties, Inc. being the lowest bidder. Award of this bid to Durable Specialties, Inc. will result in the construction of a new traffic signal on Independence Parkway at Kelmscot Drive within the City. This construction project also includes median nose work and new ADA ramps to meet the current ADA standards.

A contingency amount of $20,000 is also included in the bid to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with contract modification requests (CMR) negotiated between staff and the contractor as construction progresses. The CMRs will be approved in a final change order adjusting all quantities to actual quantities after construction is complete.

Construction of this project is expected to begin in June 2013. The construction contract specifies completion of the traffic signal within 60 days, which is an aggressive schedule to get it constructed and operational before school starts in late August.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution
- Send back to staff with direction

Financial Considerations: A combination of traffic signal escrows and previous bond sales will provide the funding for this traffic signal.

Legal Review: Standard Construction Services Agreement.

Supporting Documents:

- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Durable Specialties, Inc., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $136,900.00 for the Installation of a Traffic Signal on Independence Parkway at Kelmscot Drive (Bid No. 1305-050). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP

TRAFFIC SIGNAL ON INDEPENDENCE PARKWAY AT KELMSCOT DRIVE



TRAFFIC SIGNAL INSTALLATION - INDEPENDENCE PKWY AT KELMSCOT DR
Bid Tab - Bid #1305-050 & CIP#13-0002

City Item No.	Description	Unit	Total Quantity	Engineer's Estimate		Durable Specialties		ATCI Contracting		Roadway Solutions		Highway ITS	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
017113	MOBILIZATION	LS	1	$12,718.83	$12,718.83	$2,500.00	$2,500.00	$12,035.00	$12,035.00	$16,824.10	$16,824.10	$24,471.07	$24,471.07
024100	REMOVE EXISTING PAVEMENT (INCLUDING CURB)	SY	270	$10.00	$2,700.00	$8.00	$2,160.00	$7.65	$2,065.50	$60.00	$16,200.00	$68.94	$18,613.80
024100	REMOVE EXISTING SIDEWALK AND RAMPS	SY	65	$10.00	$650.00	$8.00	$520.00	$10.85	$705.25	$60.00	$3,900.00	$52.50	$3,412.50
033101	DRILL SHAFT (36 IN)	LF	52	$190.00	$9,880.00	$185.00	$9,620.00	$182.00	$9,464.00	$185.00	$9,620.00	$156.82	$8,154.64
033101	DRILL SHAFT (24 IN)	LF	30	$150.00	$4,500.00	$145.00	$4,350.00	$125.00	$3,750.00	$120.00	$3,600.00	$81.62	$2,448.60
033101	REMOVAL OF EXISTING DRILL SHAFT (24 IN)	EA	1	$500.00	$500.00	$400.00	$400.00	$235.00	$235.00	$500.00	$500.00	$274.20	$274.20
260500	ELEC CONDUCTOR (NO. 4) INSULATED	LF	90	$2.00	$180.00	$1.00	$90.00	$1.68	$151.20	$1.20	$108.00	$1.89	$170.10
260500	ELEC CONDUCTOR (NO. 6) BARE	LF	1,165	$2.00	$2,330.00	$1.00	$1,165.00	$1.06	$1,234.90	$0.65	$757.25	$0.93	$1,083.45
260500	ELEC CONDUCTOR (NO. 8) INSULATED	LF	1,730	$1.50	$2,595.00	$1.00	$1,730.00	$0.96	$1,660.80	$0.70	$1,211.00	$0.83	$1,435.90
260500	ELEC CONDUCTOR (NO. 12) INSULATED	LF	680	$1.50	$1,020.00	$1.00	$680.00	$0.82	$557.60	$0.50	$340.00	$0.55	$374.00
260501	ELEC SRV TY D 120/240 070 NS(AL)PS(U)	EA	1	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$4,265.00	$4,265.00	$850.00	$850.00	$1,512.25	$1,512.25
270500	CONDUIT (PVC) (SCHD 40) (2")	LF	45	$6.00	$270.00	$8.00	$360.00	$6.25	$281.25	$5.00	$225.00	$7.97	$358.65
270500	CONDUIT (PVC) (SCHD 40) (2") (BORE)	LF	465	$18.00	$8,370.00	$9.00	$4,185.00	$14.65	$6,812.25	$11.00	$5,115.00	$13.98	$6,500.70
270500	CONDUIT (PVC) (SCHD 40) (3")	LF	185	$7.50	$1,387.50	$9.00	$1,665.00	$8.45	$1,563.25	$6.00	$1,110.00	$7.04	$1,302.40
270500	CONDUIT (PVC) (SCHD 40) (4")	LF	50	$9.00	$450.00	$10.00	$500.00	$9.45	$472.50	$7.00	$350.00	$12.76	$638.00
270500	CONDUIT (PVC) (SCHD 40) (4") (BORE)	LF	465	$22.00	$10,230.00	$18.00	$8,370.00	$18.95	$8,811.75	$22.00	$10,230.00	$17.75	$8,253.75
12316	EXCAVATION (ROADWAY)	CY	165	$25.00	$4,125.00	$12.00	$1,980.00	$12.35	$2,037.75	$60.00	$9,900.00	$137.55	$22,695.75
21313	CONC PVMT (CONT REINF - CRCP) (12")	SY	195	$50.00	$9,750.00	$60.00	$11,700.00	$72.50	$14,137.50	$128.00	$24,960.00	$115.50	$22,522.50
21613	CONC CURB & GUTTER (TY II)	LF	82	$15.00	$1,230.00	$30.00	$2,460.00	$17.85	$1,463.70	$30.00	$2,460.00	$36.75	$3,013.50
21650	CONCRETE SIDEWALKS (4")	SY	50	$40.00	$2,000.00	$50.00	$2,500.00	$46.50	$2,325.00	$120.00	$6,000.00	$157.50	$7,875.00
21660	CONCRETE MEDIAN NOSE (TY 2) - NO PAVERS	EA	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,895.00	$1,895.00	$2,500.00	$2,500.00	$14,385.00	$14,385.00
21655	CURB RAMPS (TY 5)	EA	1	$2,000.00	$2,000.00	$1,200.00	$1,200.00	$1,645.00	$1,645.00	$1,600.00	$1,600.00	$1,575.00	$1,575.00
21655	CURB RAMPS (TY 7)	EA	3	$1,000.00	$3,000.00	$1,200.00	$3,600.00	$1,345.00	$4,035.00	$1,100.00	$3,300.00	$1,470.00	$4,410.00
21723	REFL PAV MRK TY I / II (W) (8") (SLD) (100 MIL)	LF	150	$4.00	$600.00	$1.20	$180.00	$0.95	$142.50	$1.50	$225.00	$2.63	$394.50
21723	REFL PAV MRK TY I / II (W) (24") (SLD) (100 MIL)	LF	711	$6.00	$4,266.00	$7.00	$4,977.00	$5.72	$4,066.92	$6.15	$4,372.65	$8.40	$5,972.40
21723	REFL PAV MRK TY I / II (W) (ARROW) (100 MIL)	EA	10	$95.00	$950.00	$140.00	$1,400.00	$107.00	$1,070.00	$125.00	$1,250.00	$152.25	$1,522.50
21723	REFL PAV MRK TY I / II (W) (WORD) (100 MIL)	EA	5	$125.00	$625.00	$150.00	$750.00	$107.00	$535.00	$135.00	$675.00	$173.25	$866.25
21723	REFL PAV MRK TY I / II (Y) (4") (SLD) (100 MIL)	LF	200	$0.50	$100.00	$0.75	$150.00	$0.38	$76.00	$3.00	$600.00	$1.05	$210.00
21723	ELIM EXT PAV MRK & MRKS (4")	LF	30	$0.50	$15.00	$0.50	$15.00	$0.55	$16.50	$1.00	$30.00	$0.79	$23.70
21723	ELIM EXT PAV MRK & MRKS (8")	LF	100	$0.75	$75.00	$1.00	$100.00	$0.78	$78.00	$2.00	$200.00	$2.36	$236.00
21723	ELIM EXT PAV MRK & MRKS (24")	LF	86	$2.00	$172.00	$3.00	$258.00	$2.55	$219.30	$3.00	$258.00	$52.50	$4,515.00
321723	ELIM EXT PAV MRK & MRKS (ARROW)	EA	3	$41.00	$123.00	$22.00	$66.00	$52.60	$157.80	$50.00	$150.00	$52.50	$157.50
321723	ELIM EXT PAV MRK & MRKS (WORD)	EA	1	$50.00	$50.00	$22.00	$22.00	$55.65	$55.65	$60.00	$60.00	$0.26	$0.26
321723	PAV SURF PREP FOR MRK (4")	LF	200	$0.25	$50.00	$0.10	$20.00	$0.15	$30.00	$0.50	$100.00	$0.53	$106.00
321723	PAV SURF PREP FOR MRK (8")	LF	150	$0.75	$112.50	$0.10	$15.00	$0.22	$33.00	$0.50	$75.00	$0.79	$118.50
321723	PAV SURF PREP FOR MRK (24")	LF	711	$1.00	$711.00	$1.00	$711.00	$1.05	$746.55	$0.50	$355.50	$26.25	$18,663.75
321723	PAV SURF PREP FOR MRK (ARROW)	EA	10	$13.00	$130.00	$11.00	$110.00	$18.40	$184.00	$30.00	$300.00	$26.25	$262.50
321723	PAV SURF PREP FOR MRK (WORD)	EA	5	$13.00	$65.00	$17.00	$85.00	$22.30	$111.50	$30.00	$150.00	$52.50	$262.50
329223	BLOCK SOD	SY	10	$3.00	$30.00	$20.00	$200.00	$4.55	$45.50	$1.00	$10.00	$12.58	$125.80
344113	INSTALL HWY TRAF SIG (ISOLATED)	EA	1	$15,000.00	$15,000.00	$21,061.00	$21,061.00	$30,100.00	$30,100.00	$13,250.00	$13,250.00	$12,461.85	$12,461.85
344113	PED POLE ASSEMBLY	EA	3	$1,500.00	$4,500.00	$900.00	$2,700.00	$1,325.00	$3,975.00	$1,250.00	$3,750.00	$1,094.80	$3,284.40
344113	PUSH BUTTON POST ASSEMBLY	EA	3	$1,500.00	$4,500.00	$750.00	$2,250.00	$1,265.00	$3,795.00	$800.00	$2,400.00	$872.25	$2,616.75
344113	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	8	$1,300.00	$10,400.00	$950.00	$7,600.00	$1,335.00	$10,680.00	$1,100.00	$8,800.00	$1,116.10	$8,928.80
344113	RED LIGHT ENFORCEMENT LAMPS	EA	4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
344130	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	825	$1.50	$1,237.50	$1.00	$825.00	$1.70	$1,402.50	$1.20	$990.00	$1.31	$1,080.75
344130	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	265	$1.75	$463.75	$1.00	$265.00	$1.82	$482.30	$1.50	$397.50	$1.68	$445.20
344130	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	LF	570	$2.50	$1,425.00	$2.00	$1,140.00	$2.06	$1,174.20	$2.00	$1,140.00	$2.32	$1,322.40
344130	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	655	$4.00	$2,620.00	$3.00	$1,965.00	$3.12	$2,043.60	$3.00	$1,965.00	$4.27	$2,796.85
344135	GROUND BOX TY C (162911) W/APRON	EA	4	$700.00	$2,800.00	$700.00	$2,800.00	$655.00	$2,620.00	$785.00	$3,140.00	$628.75	$2,515.00
347113	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$3,000.00	$6,000.00	$1,500.00	$3,000.00	$4,235.00	$8,470.00	$496.00	$992.00	$2,814.78	$5,629.56
	CONTINGENCY	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
Total					**$159,907.08**		**$136,900.00**		**$173,915.02**		**$187,296.00**		**$249,999.48**

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND DURABLE SPECIALTIES, INC., FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL ON INDEPENDENCE PARKWAY AT KELMSCOT DRIVE IN THE CITY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement by and between the City of Frisco and Durable Specialties, Inc., for the construction of a Traffic Signal on Independence Parkway at Kelmscot Drive, 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 #20.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: Consider and act upon approving a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc., to develop/update the Open Space Master Plan.

Action Requested: Approve a resolution authorizing the City Manager to execute an agreement with Halff Associates, Inc., to develop an Open Space Master Plan.

Background Information: The City of Frisco completed their last Parks, Recreation, and Open Space Master Plan in 2006. That Master Plan has served the City well and was instrumental in the City continuing to provide great Parks and Recreation services for our residents. As the City continues to grow at rapid pace, it is necessary to update the Master Plan accordingly so that the information stays relevant and up to date. This will provide the decision makers with the best information and direction for the future.

As many of the maps were outdated, and the majority of recommendations have been accomplished, it became obvious that the Master Plan needed to be updated. The Parks and Recreation Board approved funding for a Master Plan revision in the 2013 budget year. The City issued a Request for Qualifications and received information back from four groups wishing to be considered. A committee made up of a member of the Parks and Recreation Board, the Community Development Corporation and Staff reviewed the information as well as conducted interviews.

The committee chose Halff Associates and felt they would provide the best value for the City. Halff Associates has extensive experience in developing these types of plans, as well as they demonstrated that public input and involvement would be paramount in their process.

Halff Associates will focus their attention on several areas while preparing the Master Plan. Those focus areas will be community involvement, facility needs, and setting /

reaffirming a vision for the Parks and Recreation system at build-out and identifying what is needed to reach the desired system at build-out.

Halff has identified a number of methods to engage the community to ensure that the information is representative of what the resident's desire. This will occur through traditional methods, such as public meetings, focus groups, and surveys. The City and the consultants will also have a number of meetings where various different departments will be engaged to assist in setting vision and highlighting opportunities and constraints.

Several methods that are somewhat non-traditional include the use of MindMixer and the attendance of a community event. MindMixer is an interactive web based program used to engage the community and allow information / ideas to flow both inbound and outbound. This will help the consultants engage the community in an interactive technology based way. They will also develop graphics and information to be used to a community event. This will allow residents to enter an area in an informal setting and provide feedback and ideas. This may occur at events such as the Fourth of July Celebration or the Gary Burns Fun Run.

The Master Plan will identify what facilities the City currently has in inventory for Parks and Recreation and then identify what is needed to reach the desired vision. This vision will be developed by the Consultants synthesizing and articulating a vision that has been developed through extensive interaction with the Community, City Council, Boards, Focus Groups and Staff. The goal will be to set the road map for future acquisition and development in order to offer a well rounded Parks and Recreation Department that meets the needs of the residents of Frisco.

Board Review/Citizen Input: The Parks and Recreation Board and the Community Development Corporation are aware of the project.

Alternatives:

- Table the item;
- Approve the agreement and resolution;
- Not accept the agreement and give Staff direction on how to proceed.

Financial Considerations: The total cost for the project is $219,200. Funding for the agreement will be from the Park Dedication Fund.

Legal Review: The agreement has been reviewed by the City Attorney.

Supporting Documents:

- Standard Contract for Consulting, including a scope of work.

Staff Recommendation: Approve a resolution authorizing the City Manager to execute the contract for consulting with Halff Associates Inc., to prepare an Open Space Master Plan.

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 AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND HALFF ASSOCIATES, INC., FOR PROFESSIONAL SERVICES TO DEVELOP AN OPEN SPACE MASTER PLAN, ATHLETIC FIELDS NEEDS ASSESSMENT, AND FACILITY NEEDS ASSESSMENT.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement for professional services to develop an Open Space Master Plan, Athletic Fields Needs Assessment, and Facility Needs Assessment, 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

HALFF ASSOCIATES INC. (CONSULTANT)

FOR

LANDSCAPE ARCHITECTURAL AND ENGINEERING

DESIGN SERVICES AGREEMENT

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: Halff Associates Inc.
1201 N. Bowser
Richardson, Texas 75081
(214) 346-6200
FAX (214) 739-0095

for the following Project: **City of Frisco Open Space Master Plan, Athletic Fields Needs Assessment, and Facility Needs Assessment**

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 **Halff Associates INC.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to develop a Open Space Master Plan, Athletic Fields Needs Assessment, and Facility Needs Assessment, hereinafter referred to as "Project;" and

WHEREAS, the Consultant desires to render such **Landscape Architectural and Engineering Services** for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement. Consultant shall be solely responsible for ensuring all services it subcontractors are completed to the satisfaction of the City and in compliance with this Agreement

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that 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~~ 365 days from Notice to Proceed

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 Fee, for an amount not to exceed **Two Hundred and Nineteen Thousand Two Hundred and 00/100 Dollars ($219,200.00)**, ("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** – **NOT APPLICABLE** 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 zero percent (0%) of the Consultant's Fee, or Zero Dollars and 00/100 ($00.00). 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 NOT APPLICABLE**– 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 shall advise the City of facts such that the City can 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 NOT APPLICABLE** – 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 zero percent (0%) of Consultant's Fee, or Zero Dollars and 00/100 ($4,247.45) 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

Position	*Hourly Rate*
Principal:	$195
Project Manager:	$120
Park Planner Advisor:	$110
Planner:	$95
Public Participation Specialist:	$95
GIS/CAD Operator:	$90
Secretarial/clerk:	$90

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), per occurrence. 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:

Dudley Raymond R.L.A.
Parks Planning and Business Development Manager
Parks and Recreation Department
City of Frisco – Administration Office
6726 Walnut Street
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:

Lenny Hughes
Director of Landscape Architecture

Halff Associates Inc.
1201 N. Bowser
Richardson, Texas 75081

(214) 346-6200
FAX (214) 739-0095

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

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

ARTICLE 12
MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services.

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

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

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

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

12.1.7 Exhibit "F," Affidavit.

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

12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved

work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

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

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

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

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

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

12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

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

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

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

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

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

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

Effective Date: _____

CITY
City of Frisco, Texas

By: _____
George Purefoy

Title: City Manager

CONSULTANT
Halff Associates INC.

By: _____

Title: Vice President

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2013.

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

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 LENNY HUGHES, 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 16 DAY OF May, 2013.

TANZY WILSON IBANEZ
Notary Public, State of Texas
My Commission Expires
December 29, 2014

Tanzy Wilson Ibanez
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: December 29, 2014

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco (City) and Halff Associates INC.. (Consultant) for to perform Landscape Architectural and Engineering Design Services for City of Frisco Open Space Master Plan, Athletic Fields Needs Assessment, and Facility Needs Assessment

I. PROJECT DESCRIPTION

Halff and Associates will perform professional design and consulting services for the City of Frisco ("City") for developing a new Parks and Recreation Open Space Master Plan that includes detailed analysis and reporting of Benchmarking, Visioning, Open Space Needs, Athletic Needs, Facility Needs, and Implementation Plan.

The completed project will provide the City with adequate information and recommendations as to how best develop a Parks and Recreation System that meets the needs and expectations of the residents of Frisco. This will be accomplished careful gathering and evaluation of information as is described in this scope of services.

1.00 PROJECT MANAGEMENT

CLIENT – CONSULTANT INTERACTION
Interaction between Halff Associates Inc. (HA) and the Parks and Recreation Department (PARD) staff, will take place either by means of face-to-face meetings or by means of conference call meetings. The number of these meetings is defined per individual task.

1.01 PROJECT INITIATION MEETING & CITY TOUR

Halff Associates staff will arrange a meeting in Frisco with appropriate City staff as designated by the City. Key Planning Team members from HA participating firms will attend. This meeting will accomplish several pre-planning objectives:

A. **Orientation.** The City of Frisco and the primary HA team will become familiar with the project team structure and organization and arrive at a complete understanding of the roles and responsibilities of all project participants.
B. **Review of Key Issues.** Key issues to be addressed during the course of the work will be reviewed with staff and team members.
C. **Schedule.** Review contract schedule and establish key milestone dates.
D. **Information exchange.** Discuss documentation needs and receive information as available. HA will provide a list of required information in advance of this meeting.
E. **Identify planning areas within the city.** Planning areas for use in the telephone survey will be based on available demographic information and previous citywide planning efforts. These areas will be mutually agreed upon by the City and HA.
F. **City Tour.** HA and PARD staff will tour the City in order to become oriented and gain a thorough understanding of issues as identified by City staff.

Product - HA shall prepare meeting agenda, initial exhibits to aid discussion, a list

of needed informational items and data, and meeting notes.
Total number of meetings: One (1) meeting and two (2) full day tours of the city (to begin on the same day as the project initiation meeting).
Items Provided by City of Frisco – City shall recommend staff to attend, place of meeting, and provide data as required to begin planning process. The City shall arrange for a suitable vehicle and serve as a guide for the duration of the tour. Prior to the tour, the City shall, to the best of its ability and with information readily available, complete the inventory template as prepared by HA.

1.02 INTERDEPARTMENTAL COORDINATION MEETINGS

A. HA will meet with key personnel of City departments that may impact or be impacted by the Parks Master Plan and from whom support for the implementation of the Parks Master Plan may be required.
B. HA will conduct three (3) meetings with department heads/staff collectively for their initial input, interim review, and final review of recommendations. Personnel/Departments may include, but are not limited to:
   - City Management;
   - Convention & Visitors Bureau;
   - Planning & Development Services;
   - Economic Development;
   - Engineering Services; and
   - Public Works.

Product – HA shall prepare presentations and summaries of comments made in meetings.
Total number of meetings: Three (3) meetings
Items Provided by City of Frisco – The City shall set up meetings where necessary; and attend meetings as desired or appropriate. HA shall provide a schedule and suggested time frames for meetings.

1.03 PROJECT MANAGEMENT

The HA Project Manager will coordinate internal and sub-consultant team members; maintain the project schedule; and be available for phone or email discussions to address client needs. HA will provide monthly project update memos (including schedule revisions, status of deliverables, and outstanding needs) via e-mail to the client.

Product – Monthly project update memos delivered via e-mail.
Total number of meetings: None.
Items Provided by City of Frisco – Review of project update memos.

2.00 PRE-PLANNING

2.01 PREPARATION OF BASE MAPPING

A. HA shall prepare base mapping that is comprehensive and sufficiently detailed for the project. HA shall prepare the base mapping in a digital form for future

use by the City (through incorporation and enhancement of existing City digital base mapping files). GIS data, digital aerial photographs, and/or PDF illustrations obtained from the City will be used as the base information for the regional, citywide and neighborhood level maps which shall include:

- **Regional level** – Including all areas in the City ETJ, as well as relationship to surrounding cities.
- **City-wide level** – Including study limits/sectors established by prior park master plans and other pertinent sectors as provided by the City of Frisco in digital format, and as determined in Task 1.01
- **Specific key areas** – Key neighborhoods/sectors as determined to be appropriate.

B. All mapping that is distributed in an illustrative format will be in PDF graphic file formats.

C. Specific information to be incorporated into the base mapping includes:

- Key public facilities;
- Developed and undeveloped park land;
- Major natural features and drainage corridors;
- Schools (by classification and type);
- Major retail centers;
- Major employers;
- Key entertainment and civic areas;
- Major destinations within 1 mile of Frisco in adjacent cities (as readily available);
- Boundaries for districts such as Frisco Square;
- Key regional destinations as applicable; and
- Any other pertinent, available GIS data.

Product – HA shall prepare base drawings for regional, city-wide, and neighborhood/sector maps with information readily available. HA will coordinate with the City GIS Department to understand and incorporate data standards and determine the necessary levels of accuracy and precision for data development. Except as stated herein, HA is not responsible for increasing the accuracy and precision or otherwise improving data received from the City.

Number of meetings: None.

Items Provided by City of Frisco – The City shall provide digital copies (if available), of most recent City mapping, including regional level maps, citywide maps illustrating existing zoning, and city maps illustrating existing and proposed land use. City limit boundaries will be provided in digital form. The City shall also, to the best of its ability and with information readily available, provide data listed in Item C in GIS shapefile or geodatabase format and shall help facilitate the coordination of acquiring similar data from adjacent cities.

2.02 REVIEW RELEVANT STUDIES THAT MAY INFLUENCE THE PARKS MASTER PLAN

HA shall review other past or ongoing efforts that may influence the city's Parks

Master Plan. This will include, but is not limited to:

- Previous Parks Master Plan;
- Comprehensive Plan;
- Trail/Bike Master Plan;
- Streetscape Plan;
- Thoroughfare Plan;
- Floodplain Management Plan and/or Ordinance;
- Individual Park Development Master Plans;
- Specific master plans previously prepared for key areas;
- Previous Facility Plans/Feasibility Studies;
- Regional plans; and
- Other specific studies.

Product – HA shall review past studies and reports, as provided by the City.
Number of meetings: None.
Items Provided by City of Frisco – City shall provide one electronic copy and/or hard copy of all relevant reports and documents.

2.03 DEMOGRAPHIC REVIEW & COMMUNITY PROFILE

Data from the City, Census, ESRI, and North Central Texas Council of Governments (NCTCOG) will be used to develop a community profile that will include the demographic, economic, cultural, and lifestyle patterns and preferences of the community and segments of the community. This profile will serve as the basis for future phases of the project.

The community profile shall include:

- Current population;
- Future growth forecasts and build-out projections as provided by the City and NCTCOG;
- Typical population profile, including sex, age, ethnicity, income and education; and
- Lifestyle segment review and summary.

Product – HA shall review information, as provided by the City, and prepare the community profile.
Number of meetings: One (1) conference call meeting with Development Services and PARD to discuss the best available demographic data to be used.
Items provided by City of Frisco – The City shall, to the best of its ability and with information readily available, provide population information (in digital form if available), including existing population by Census tracts, population estimates and projections, and demographic characteristics. If data is not available, HA will use the most current Census Bureau and NCTCOG data.

2.04 LIFESTYLE BENCHMARKING

HA will analyze up to five (5) benchmark communities similar to Frisco based on

lifestyles, income, education, and other social factors. This task is comprised of two elements:

A. **Trend Identification and Application.** Compilation and interpretation of trends will be addressed in three different areas:
- People: Who we are now and who we will become;
- Patterns and Preferences: How we live, work, learn, and play and how we will do so in the future; and
- Organization and Management: Emerging directions in parks and recreation, researched on a national level considering communities similar to Frisco.

This compilation of trend information will be developed into general and specific applications for the City.

B. **Benchmarking.** HA and City staff will collaboratively identify and select up to five (5) peer communities for benchmarking. This task will include:
- A profile of each community, including population, location, and median income;
- Lifestyle and Lifestage characteristics of each community; and
- Issue and Challenge identification.

Product – HA shall prepare summary text, tables, and graphics that compare and contrast up to five (5) benchmark cities with Frisco.
Number of meetings: One (1) conference call meeting with City staff to select benchmark communities.
Items provided by City of Frisco – The City shall provide input on the selection of benchmark communities.

2.05 LESSONS-LEARNED BENCHMARKING

In order to gain insight from cities that experienced significant population growth in the past, HA will benchmark Frisco against up to four (4) communities, to be selected with input from City staff. HA will develop a questionnaire and conduct 1-hour interviews with representatives from each of the selected benchmark communities. Community profiles and a lessons-learned summary will be developed.

Product – HA shall prepare a questionnaire, community profiles for each benchmark community, and a summary of lessons learned.
Number of meetings: Four (4) conference call interviews with benchmark communities.
Items provided by City of Frisco – The City shall provide input on the selection of benchmark communities, as well as review the questionnaire and summary.

3.00 Visioning

3.01 STEERING COMMITTEE MEETINGS

EXHIBIT "A"
SCOPE OF SERVICES

The Master Plan Steering Committee (the "Committee") is intended to guide the outcome of this project, provide intermediary reviews of concepts and broad recommendations, and help ensure the plan aligns with the goals of the community. This task includes up to four (4) meetings, as follows:

- **Kick-Off Meeting (1).** Initially, HA will meet with the Committee to introduce the team, describe the master planning process, and conduct a visioning work session.
- **Intermediary Review Meetings (2).** HA will meet with the Committee to present findings, recommendations, cost estimates, and other information. The Committee will be asked to provide input on priorities and goals.
- **Final Review Meeting (1).** HA will present the Final Draft of the Master Plan to the committee and receive comments.

Product – HA shall prepare presentation materials for meetings and summarize meeting comments.
Total number of meetings – Up to four (4) meetings with electronic communication as needed.
Items Provided by City of Frisco – The City shall assemble the Committee, invite Committee members to meetings, and ensure their attendance. City staff is also expected to attend meetings.

3.02 VISIONING MEETINGS WITH KEY ENTITIES

HA will meet with key community representatives, present the process of the Master Plan, and facilitate visioning sessions. HA will conduct a maximum of two (2) focus group meetings with a combination of key stakeholder groups or organizations collectively for public input.

Product – HA shall prepare a summary of findings and comments made during meetings.
Total number of meetings: Two (2) meetings.
Items Provided by City of Frisco – The City shall make recommendations for the stakeholders' representatives and persons to be included in the meetings; set up meetings consecutively during a one-day period; and attend meetings as desired or appropriate.

3.03 VISIONING MEETING WITH ELECTED AND APPOINTED OFFICIALS

A. HA will meet with elected and appointed officials during an open visioning work session discussion.
B. HA will prepare exhibits and presentation for the visioning session.
C. HA will prepare written summary of key items discussed during workshops.

Product – HA shall prepare a summary of findings and comments made during the visioning meeting.
Total number of meetings: One (1) joint meeting.
Items Provided by City of Frisco – The City shall set up the meeting; and attend meeting.

EXHIBIT "A"
SCOPE OF SERVICES

3.04 ESTABLISH GOALS AND OBJECTIVES

A. HA shall compile a preliminary list of key parks and recreation long term goals and objectives for the Parks system, to serve as a framework for modification by staff and the citizens of Frisco.
B. These goals will be based on previous policy statements approved by the Parks and Recreation Board, as well as new goals developed through citizen, staff and elected official input.
C. HA will review the goals and objective with City staff and modify as appropriate per comments received.

Product – HA shall prepare a preliminary written list of goals and objectives for staff review and discussion with HA during a conference call.
Number of meetings: One (1) conference call meeting
Items provided by City of Frisco – The City shall provide previous goals and objectives, policy statements, etc. The City shall review and comment on revised version of goals and objectives.

3.05 CITYWIDE PUBLIC MEETINGS

A. HA will conduct open public meetings to interview, discuss and present proposed planning efforts for the City's Master Plan.
B. HA will prepare exhibits and presentation for the public meetings.
C. Prepare written summary of key items discussed during meetings.

Product – HA shall prepare presentations, exhibits, and graphic boards for meetings. HA will also compile and summarize the input from each meeting.
Total number of meetings: Two (2) meetings.
Items Provided by City of Frisco – The City shall establish location and time for meetings; issue invitations and publicize meetings; and attend meetings as desired or appropriate.

3.06 ATTENDANCE OF A MAJOR COMMUNITY EVENT

The planning team will attend a major city festival or event. HA will prepare a booth or exhibit including large presentation boards, maps, and graphics.

A. HA will prepare exhibits for the vendor booth.
B. HA will provide laptops and assistance with creating accounts for the Interactive Visioning (Task 3.08)
C. At least three HA members will man the booth, answer questions, and engage with the community.

Product – HA shall prepare exhibits for the vendor booth, provide laptops for attendee use, participate in the event, and produce a summary of input, including photographs of citizens providing input.
Total number of meetings: One (1) six (6) hour long attendance of a major city event or festival.

EXHIBIT "A"
SCOPE OF SERVICES

Items Provided by City of Frisco – City shall provide a vendor space and booth at the event or festival and have both staff and Steering Committee members present at the booth.

3.07 COMMUNITY SURVEY

A. HA will prepare a questionnaire for a community-wide survey (8-10 minute survey, generally 3 to 4 pages in length), to be administered EITHER by telephone OR by mail.
B. HA will review the questionnaire with City staff via conference call and modify as appropriate.
C. HA will obtain City approval of survey prior to administering the survey.
D. If administered by telephone, HA will obtain appropriate random list of phone numbers for telephone survey. HA will prepare a total of 350 to 400 completed responses.
E. If administered by mail, HA will send 6,000 to 8,000 surveys to randomly-selected households.
F. HA will divide city into three to four sections for purposes of the survey, using previously identified plans as a basis for the survey.
.
G. HA will analyze responses and prepare a summary of key responses in report format.

Products – HA shall prepare documentation for community-wide survey and survey results.
Number of meetings: One (1) conference call meeting to discuss the survey questions.
Items Provided by City of Frisco – The City shall assist in the development of the survey questionnaire.

3.08 PROJECT WEBSITE / INTERACTIVE VISIONING (MINDMIXER)

This task consists of a Web Application, Support Services, and Community Building Support. The following elements constitute the Web Application:

A. The Project Website / Interactive Visioning System (MindMixer) will be accessible on the Launch Date. HA will conduct the Launch Date no sooner than two weeks after receiving all necessary information from the City.
B. HA will work with the City to determine Project Name, secure URL, and host Site for operation through the six (6) months the site is active.
C. Site URL will be retained by MindMixer for use on future projects, with an option for the City to retain ownership if both parties mutually agree.
D. The Project Website / Interactive Visioning System shall include all aspects of the MindMixer Engagement Platform including idea submission, idea evolvement, user voting, interactive budgeting, and expert / client feedback (two-way engagement).
E. HA will work with City staff to select and upload Site content/topics and any asset associated with each topic (i.e. photos, maps, videos, etc.).
F. The City is solely responsible for the development of any content beyond

what is produced as part of this Scope of Work (e.g., videos, statements from elected officials, additional maps or renderings, etc.).

G. The Site will remain "live" in a read-only state for up to three (3) months after the end of the six (6) month Term.

Support Services include:

A. Onboarding and Training Sessions (via WebEx): "Online Community Engagement + MindMixer 101" and "Site Programming and Content Training."
B. MindMixer will provide up to four (4) hours each month of Site administration, maintenance, and support during the six (6) month Term. This includes:
   - Additional support on topic creation, topic uploading, and other Site modification tasks; and
   - General user support, such a password reset, site navigation issues, and Site utilization questions.

Community Building Support includes:

A. Social Media Starter Kit
   - List of 25 social media influencers within the community including name, Twitter handle, and links to social media profile pages.
   - Project description in 140 characters or less.
   - Social media distribution plan.
B. Traditional Media Starter Kit
   - List of 10 traditional media outlets and media members.
   - Formal press release.
   - Digital copy for producing project posters and hand-outs.

Products – HA shall prepare the Web Application, develop content, monitor input, and summarize user-generated comments. HA will prepare Media Starter Kits for publicizing the Web Application and overall project. The Web Application will remain active for six (6) months (with options to extend for additional months).
Number of meetings: Two (2) conference call meetings to discuss site design and content.
Items Provided by City of Frisco – The City shall participate in conference call meetings. The City shall prepare and provide any additional content as identified in Item F.

4.00 Parks & Open Space System Plan

4.01 INVENTORY & ASSESSMENT OF EXISTING PARKS & OPEN SPACE FACILITIES

A. **Map parks and open spaces by type.** HA will illustrate the general geographic location of all park and open space facilities in Frisco. Incorporate base locational information previously compiled by the City. Facilities to be shown include:

- Existing parks, recreation facilities, open spaces, and trails;
- Existing recreation/civic facilities;
- City owned properties, including undeveloped properties;
- Private or quasi-private recreation facilities; and
- City owned properties, including undeveloped properties.

B. **Tabular summary of facilities.** HA will prepare tabular inventories of facilities in Frisco. Include a comprehensive table, as well as a table for each park type (i.e. neighborhood parks, community parks, etc.) that summaries the number of facilities in each park.

C. **Reconnaissance of parks and open space.** HA will conduct a reconnaissance of up to ten (10) parks as identified by the City. This task will result in photographs and notes regarding the character and condition of each location.

D. **Individual park review.** HA review the ten (10) parks identified in Item C, describe each park in terms of its positive and negative aspects, and make recommendations for improvement. HA shall note major deficiencies or readily apparent safety hazards, including potential ADA compliance issues.

Product – HA shall, to the best of its ability and with information provided by the City, prepare a map that illustrates the geographic location of facilities in the city. HA shall develop an inventory template in table format to be used for an itemizing inventory of facilities in each park, classified by park type. HA shall prepare a short write-up with photographs of each of the ten (10) parks identified in Item C.

Number of meetings: Two (2) conference call meetings to discuss the inventory template and the completed form as provided by the City. One (1) reconnaissance site visit.

Items provided by City of Frisco – The City shall provide a copy of site plans for each existing park in the city (as available). The City shall, to the best of its ability and with information readily available, provide data for each existing park, including address, size, current classification, and inventory of existing facilities in each existing park. The City shall complete the inventory template as prepared by HA. The City shall provide a summary of known information on regional park facilities and other major area recreational attractions, including location, size, types of facilities, and annual or event attendance (known or estimated).

4.02 EVALUATE LEVEL OF SERVICE FOR PARKS AND OPEN SPACE

Review previously adopted Frisco Park and Open Space standards and recommend adjustments or new standards as appropriate. Use the following criteria to evaluate the standards:

A. Calculate Current Level of Service (CLOS) for park acreage by category and for amenities and facilities on a per-capita basis. Assess spatial distribution of parks. Review Frisco's previous levels of service and former targets or standards.

B. Compare standards with those found in up to five (5) similar cities, including geographically and demographically similar cities, as well as other exceptional model cities. The choice for the benchmark cities may be the same as for

Lifestyle Benchmarks (Task 2.04), assuming data is readily-available.

C. Develop Target Levels of Service (TLOS) for park land, amenities, and facilities for current and future populations. Use NRPA standards or similar area standards as starting points only.
D. Prepare comparison of recommended spatial facilities to actual number of facilities, and develop tables that illustrate deficiencies in each category.

Product – HA shall draft park facility standards in table and written format.
Number of meetings: Two (2) conference call meetings to discuss park acreage and facility standards respectively.
Items Provided by City of Frisco – The City shall provide previous park facility standards; and review and comment on proposed Target Levels of Service.

4.03 PARKS & OPEN SPACE NEEDS ASSESSMENT

A. HA will prepare a written summary of needs, to include areas of significant deficiencies, in terms of land area and specific types of facilities. HA will compare recommended standards to actual conditions to determine deficiencies.
B. HA will prepare maps/illustrations as appropriate that demonstrate key needs.
C. An analysis of the existing parks and open space system will be conducted; this analysis will be comprehensive in nature, reviewing all aspects of the parks system and programs, and will have five major components, which will be synthesized to create a collective needs assessment.
   - Needs based on recommended **Standards and Level of Service**
   - Needs based on **Community Input**
   - Needs based on **Vision, Goals & Objectives**
   - Needs based on **Review of Existing System**
   - Needs based on **Natural and Manmade Resources**

Products – HA shall prepare a summary of system needs in text, table and plan format. HA shall prepare a map illustrating key needs.
Number of meetings: One (1) meeting to discuss findings report.
Items Provided by City of Frisco – The City shall review needs assessment and comment as appropriate.

4.04 PARKS & OPEN SPACE RECOMMENDATIONS & STRATEGIES

Based on the current and anticipated growth in the City of Frisco, HA shall consider and provide recommendations to address the specific needs and goals identified during this phase of the Master Plan. These recommendations and strategies will generally be categorized as follows:

- Land Acquisition;
- Park & Facility Development;
- Park Improvements;
- Creek Corridors; and
- Policy Recommendations.

EXHIBIT "A"
SCOPE OF SERVICES

Products – HA shall prepare a summary of recommendations in text, table and plan format. HA shall prepare a map illustrating land acquisition and park development recommendations.
Number of meetings: One (1) conference call meeting to discuss recommendations.
Items Provided by City of Frisco – The City shall review recommendations.

5.00 Athletics Plan

5.01 COLLECT DATA ON LEAGUES, ASSOCIATIONS, AND EXISTING RECREATION PROGRAMS

A. HA shall prepare an information request form for distribution by the City to leagues and other facility users.
B. HA/City shall conduct meetings with local athletic associations.
C. HA shall include select and club teams in facility discussions.
D. HA shall perform site reconnaissance to observe facility usage.
E. HA shall summarize information on leagues, associations and other entities that use recreation facilities in table and text format including the number of teams, number and type of facility used by each team, number of participants, attendees in current and past years, as well as potential growth.

Product – HA shall prepare meeting notes of meetings with the local athletic associations and leagues, and prepare a summary of league usage or recreation usage by sport type.
Total number of meetings: Five (5) meetings (one for each major association [baseball/softball, soccer, football, and lacrosse], as well as one combined meeting for other relevant groups/associations).
Items Provided by City of Frisco – The City shall provide contact information for each active league or association, organize meetings with leagues, and distribute requests for information as necessary.

5.02 EVALUATE LEVEL OF SERVICE FOR ATHLETIC FACILITIES

Level of Service (LOS) Standards are jurisdiction specific, and reflect the participation rates, supply inventory, and jurisdiction rules of play. The LOS accurately identifies the supply of facilities needed to meet the expected demand for any given activity. This task includes three components:

A. **Supply** – Inventory all facilities to be studied. The inventory can be either by individual facility or by grouping of like facilities. This should include:
   - Type of facility (Regulation/Little League/softball field);
   - Field dimensions of note (base-paths/distance to outfield fence);
   - Specifics (dirt infield, lights, irrigation, mound, poor drainage);

- Usage (days, times and season of use); and
- Rain delays.

B. **Demand** – Assess participation by:
- Sport by season;
- Age group (include youth and adults);
- Gender;
- Category (recreational/select);
- Number of teams;
- Number of practices per week (weekdays/weekends);
- Time allotted to each practice (weekdays/weekends);
- Number of games per week(weekdays/weekends); and
- Time allotted for each game (weekdays/weekends).

C. **Allocation and LOS Standard**
- Participation demand hours allocated by field type; and
- Total allocation by slots available (for example, a 10-team league with two practices each weekday night and five games on each Saturday; each team gets one practice and one game each week. LOS is one facility per each ten teams).

Product – HA shall prepare text, tables, and maps depicting current supply and demand for athletic facilities.
Total number of meetings: Two (2) conference call meetings.
Items Provided by City of Frisco – The City shall review deliverables and provide comments.

5.03 ATHLETIC NEEDS ASSESSMENT

Building upon the LOS model developed in Task 5.02, HA will analyze current and future needs to maintain or improve LOS and meet Frisco's goals and objectives (such as participation growth, desire to host large tournaments, etc.). Analysis will include:

- Method to project future needs based on growth and projected permitted residential development;
- Determination of the variables/assumptions for establishing the LOS;
- Accommodation of recreation vs. select league supply, demand, and needs to ensure City capability to host different levels of leagues and tournaments;
- A focus on Soccer, Football, Baseball, and Softball while recognizing emerging sports;
- Identify underutilized practice/game time slots to maximize the use of existing facilities; and
- Recommendations based on true needs, not just benchmarks/standards.

Product – HA shall prepare a summary of needs including text, tables, and maps.
Total number of meetings: One (1) conference call meeting.

EXHIBIT "A"
SCOPE OF SERVICES

Items Provided by City of Frisco – The City shall review deliverables and provide comments.

5.04 ATHLETIC RECOMMENDATIONS & STRATEGIES

Based on the current and anticipated immediate growth in the City of Frisco, HA shall consider and provide recommendations to address the specific needs and goals identified during this phase of the Master Plan. These recommendations and strategies will generally be categorized as follows:

- Land Acquisition;
- Facility Development;
- Facility Improvements;
- Operational Recommendations; and
- Policy Recommendations.

Products – HA shall prepare a summary of recommendations in text, table and plan format.
Number of meetings: One (1) conference call meeting.
Items Provided by City of Frisco – The City shall review recommendations and attend one meeting.

6.00 Aquatics & Indoor Recreation Plan

6.01 AQUATICS & INDOOR RECREATION NEEDS ASSESSMENT

HA will determine current level of service (LOS) for aquatics and indoor recreation facilities, compare with benchmark communities, and determine future needs. This task includes the following elements:

A. **Standard & Benchmark Analysis.** HA shall consider nationally accepted standards for recreation, aquatic and senior centers. In addition, HA will develop LOS benchmarks for aquatics, recreation centers, and senior centers by identifying and comparing cites with similar characteristics to Frisco.
B. **Demand Analysis.**
   - Assess demand based on the results from the Visioning meetings (Tasks 3.01, 3.02, and 3.03), public input (Tasks 3.05 and 3.06), Telephone Survey (Task 3.07), and Interactive Visioning (Task 3.08).
   - Develop a visual presentation of recreation/aquatic components that are industry standard in this region of the country for use in communicating clearly with public and staff.
   - Compare existing facilities to derive needs to determine demand needs.
   - Benchmark comparison to other comparable cities and to cities that will be considered comparable in 5 years. This includes number and type of facilities, staffing levels, capital funding methods, market practice, etc.

Products – HA shall prepare a summary of LOS and needs in text, table, and plan format.
Number of meetings: None.

Items Provided by City of Frisco – The City shall provide input on benchmark cities, review recommendations, and attend one meeting.

6.02 AQUATICS & INDOOR RECREATION RECOMMENDATIONS & STRATEGIES

Based on the current and anticipated immediate growth in the City of Frisco, HA shall consider and provide recommendations to address the specific needs and goals identified during this phase of the Master Plan. These recommendations and strategies will generally be categorized as follows:

- Programming needs for future facilities (site requirements, size, cost, and staffing);
- Preferred locations for future facilities; and
- Criteria for ranking improvements (may include cost effectiveness, programming needs, location preferences, etc.).

Products – HA shall prepare a summary of recommendations in text, table and plan format.
Number of meetings: None.
Items Provided by City of Frisco – The City shall review recommendations and attend one meeting.

7.00 Operations & Maintenance Plan

7.01 INVENTORY & ASSESSMENT

HA shall perform site reconnaissance at the City's administration and maintenance facility and a sampling of parks. At the same time, the team will interview key administrative and maintenance staff. A baseline assessment will be performed for facilities and staffing:

A. **Facilities** – Inventory of Administration and Maintenance facilities, to include:
   - Architectural review and comments on condition of existing facilities and site amenities;
   - Documentation with pictures and reports; and
   - Discussions with City maintenance staff and review of existing facility plans.

B. **Staffing** – Any prior staffing studies and reports will be reviewed as a part of the data review. In addition, estimated levels of service will be requested from administration and maintenance staff. Local historical trends—both City and County—and population projections will be utilized in determining facility size and staffing needs.

Products – HA shall prepare tables and text summarizing the results of the inventory and assessment.
Number of meetings: HA shall perform two (2) days of on-site reconnaissance and interviews.
Items Provided by City of Frisco – The City shall schedule staff to participate in interviews and provide access to facilities.

7.02 OPERATIONS & MAINTENANCE BENCHMARKING

EXHIBIT "A"
SCOPE OF SERVICES

Benchmarking will be performed to compare Frisco's operations with other similarly-sized and configured jurisdictions. HA will explore how these similar jurisdictions may be addressing issues similar to those faced in Frisco. This benchmarking analysis is a comparative review and will examine the overall operations of the similar jurisdictions as they relate to Frisco. Emphasis will be placed on operating ratios. Six (6) jurisdictions will be identified with input from the City for benchmarking purposes. The analysis will involve:

- Identifying and contacting potential peer cities to ensure they are willing to participate;
- Loading all of the selected jurisdictions' operating and spatial data into NRPA's Park and Recreation Operating Ratio and Geographic Information System (PRORAGIS) database, an online management tool specifically designed to conduct benchmark analysis;
- Utilize additional benchmarking resources as appropriate to supplement PRORAGIS; and
- Preparing an analysis of operating ratios, available resources (facilities dollars staffing equipment, etc.), workloads, customer characteristics and interests (demographics).

Products – HA shall prepare tables and text summarizing the results of the benchmarking exercise.
Number of meetings: One (1) conference call meeting.
Items Provided by City of Frisco – The City shall attend one meeting.

7.03 MAINTENANCE ACTIVITY ANALYSIS

HA will identify and quantify the maintenance workload and resource needs of the Parks and Recreation Department. HA will analyze multiple aspects of the City's maintenance process, identify means of improving productivity, and strategies for cost effective operations. This analysis includes six elements:

A. **Maintenance Activity Identification** – HA will develop a list that defines the specific maintenance activities to be performed and the units of measure.
B. **Service Levels** – HA will define a qualitative or quantitative definition for each activity and the frequency for performing the activity over the course of the year.
C. **Workload** – HA will quantify the workload and how that workload is distributed over the course of a year.
D. **Work Standards** – HA will define staff-hours or similar unit of the time it takes to complete a unit of each activity.
E. **Maintenance Resource Analysis** – HA will calculate the staffing requirements to complete each activity over the course of the year (tabulated by month and year showing staffing levels relative to workload).
F. **Macro Work Methods** – HA will perform an assessment of the methods (including practices, staffing, supplies, materials, and equipment) for an individual activity to improve productivity.

Data collection will occur via face-to-face discussions with full-time maintenance crews. The discussion elicits details about maintenance activities that occur on a year-round basis; activity resources, methods, equipment, and problems; and any other factors affecting the tasks. Recommendations may include further examination of selected maintenance activities to determine the best approach for maintenance.

Products – HA shall prepare draft and final Maintenance Activity Analysis tables and recommendations.
Number of meetings: Up to two (2) meetings with maintenance staff.
Items Provided by City of Frisco – Schedule a broad cross-section of full-time maintenance staff to attend and participate in meetings with HA. The City shall review and provide comments on the analysis tables and recommendations.

7.04 OPERATIONS & MAINTENANCE FACILITY NEEDS ASSESSMENT

HA will identify needs for administration offices and maintenance facilities for the next 20 years. The needs assessment process is as follows:

A. **Data Collection** – HA will develop a list of information required to start the process. This information includes current and future population, staffing, organizational charts, public interaction requirements, and department and visitor parking requirements.
B. **Data Review** – HA will review data and develop an outline to be used in the meetings with the various departments involved with this project. This will allow knowledgeable questions to be asked and correct responses given.
C. **On-Site Meetings** – HA will conduct an on-site interview with City staff in each specialized area of the facility.
D. **Develop Preliminary Report** – HA will develop a preliminary report for review by City staff. This report will identify staff square footage requirements for each staff member and give a written description of that department's duties. It will address adjacency requirements, storage needs, maintenance yard needs and common meeting room requirements.
E. **Final Report** – HA will incorporate comments from previous meetings and modify the report as necessary.

Products – HA shall prepare draft and final needs assessment reports including tables, text, and graphics based on data provided by the City.
Number of meetings: One (1) meeting to review Preliminary Report.
Items Provided by City of Frisco – Provide, to the best of its ability and with readily available information, data listed in Item A. The City shall attend one meeting, as well as review and provide comments on the preliminary report.

7.05 OPERATIONS & MAINTENANCE RECOMMENDATIONS & STRATEGIES

HA will develop a strategy for satisfying current and future needs by utilizing current and new facilities (if required). Items to be evaluated include:

- Location of current facilities and existing land;

- New philosophies of Satellite Maintenance Facilities;
- Priorities of needs within various divisions;
- Prioritize facility maintenance efforts;
- Options for relieving office overcrowding;
- Cost of new versus cost of renovation;
- Site and parking requirements;
- Funding or anticipated revenue streams available over a 20 year period;
- Response to goals of City; and
- Directional growth of City.

The final product will integrated into the Final Report (Phase 10) and include goals, needs by department, audit and condition of existing buildings, priorities for 20 years, facility and space design concept for proposed building master plan recommendations, and project costs associated with those projects.

Products – HA shall prepare a summary of recommendations in text, table and plan format.
Number of meetings: None.
Items Provided by City of Frisco – The City shall review recommendations and attend one meeting.

8.00 Implementation Plan

8.01 COST ESTIMATES

HA shall:

- Prepare cost estimates for key components of the Parks and Open Space Plan (Phase 4), Athletics Plan (Phase 5), Aquatics & Indoor Recreation Plan (Phase 6), and Operations and Maintenance Plan (Phase 7);
- Use previous bids, current contractor costs where available, or other locally based estimates;
- Include maintenance costs for new facility improvements;
- Use an average dollar amount per acre for land acquisition; and
- Include cost ranges for proposed improvements, and identify key assumptions and items included in each estimate. Include contingencies that are appropriate for concept level estimates;

Product: HA will incorporate the results of the cost estimates in the Action Plan (see Task 9.02).
Number of meetings: One (1) conference call meeting.
Items Provided by City of Frisco: The City shall review estimates and comment as appropriate.

8.02 IMPLEMENTATION AND ACTION PLAN

EXHIBIT "A"
SCOPE OF SERVICES

A. HA shall prepare an **Implementation Plan** for the Parks and Recreation Open Space Master Plan illustrating the components that are recommended. This plan will include five key elements:
   1. **Short range improvements** to meet immediate needs.
   2. **Long range improvements** to meet population growth, enhance the parks system, and meet the needs of City administrative staff.
   3. **Prioritization of improvements**, to fund most critical projects first, based on demonstrated need, with less critical components being incorporated as funding allows.
   4. **Funding strategies** to provide predictable funding resources for the proposed improvements.
   5. **Recreation modifications** and improvements to address key recreation needs and deficiencies.

B. HA shall prepare a plan illustrating all recommended improvements. These will be presented in four major categories:
   - Recreational facilities;
   - Existing parks;
   - Future land acquisition needs; and
   - New facility development.

C. HA shall prepare an **Action Plan Schedule** for the recommended plan components.
   - Develop a 5 year incremental funding level analysis to implement the Master Plan. (Action and Expenditure Plan).
   - Use a 5-year short-range time frame, and a 10-year long-range time frame.

Product: HA shall prepare prioritization of recommended improvements, an Action Plan in table format, and an implementation plan in written format.
Number of meetings: One (1) meeting.
Items Provided by City of Frisco: The City shall provide current and past citywide and Park and Department budgets (for past three years); provide records of past grants and other non-city funding sources; and review Implementation and Action Plan.

9.00 Report Preparation & Final Plan Adoption

9.01 REPORT PREPARATION, REVIEW, AND APPROVAL

A. HA shall combine the information compiled in each of the tasks above into an image-rich Final Report with the goal of creating an engaging and inspiring document. HA will assist in reviewing the report with City staff, the Steering Committee, Boards, and City Council. Elements in this task will include:
   - Preparation of Report and Submittal of electronic (PDF format) draft to PARD staff for review.
   - One (1) work session with PARD staff.
   - Revisions based on comments received, and preparation of a revised draft report in electronic (PDF) format.

- One (1) briefing presentation and work session with department heads and Assistant City Manager.
- Briefing presentation and work session with the Steering Committee (accounted for in Task 3.01).
- One (1) briefing presentation and work session with Parks and Recreation Board, CDC Board, and EDC Board.
- One (1) briefing presentation and work session with City Council.
- Revisions based on comments received, and preparation of a final report in electronic (PDF) format.
- One (1) public hearing for approval of the final master plan by the City Council.
- **Note** - Report will be in compliance with TPWD Master Plan document requirements.

B. Upon City Council approval, HA shall deliver the approved report to Texas Parks and Wildlife Department for review and comment. HA shall address comments from TPWD staff as required.

Products: HA shall prepare electronic (PDF format) draft reports. Total number of drafts includes one draft report, one revised draft report, and one final report for approval.
Number of meetings: Halff will attend a total of five (5) meetings during the approval process, plus one (1) meeting with the Steering Committee (accounted for in Task 3.01).
Items Provided by City of Frisco: The City shall review draft reports, set up meetings and agenda items for review and approval of master plan, and distribute electronic or hard copies of the report to staff, the Steering Committee, Boards, and City Council, as outlined above.

9.02 MASTER PLAN EXECUTIVE SUMMARY

A. HA will prepare a summary of the Parks and Recreation Open Space Master Plan (Master Plan), including key goals and objectives, key needs, recommendations, policies, funding strategies and public statements. This summary will be crafted to serve as the primary document for communicating the goals and outcomes of the Master Plan to elected and appointed officials and the general public.
B. HA will include key graphics necessary to communicate the intent of the Master Plan.
C. HA will provide a digital original to the City of Frisco for review.
D. HA will review with City staff, and modify per comments received.

Product: HA shall prepare an Executive Summary for the Parks and Recreation Open Space Master Plan in electronic (PDF) format for review.
Number of meetings: One (1) meeting with staff.
Items Provided by City of Frisco: The City shall review the Executive Summary and comment, as well as participate in a meeting.

EXHIBIT "A"
SCOPE OF SERVICES

9.03 MASTER PLAN PUBLISHING

HA shall produce a high-quality, full-color digital (PDF format) original of the Master Plan Report and Executive Summary for use in immediate printing as part of this contract, as well as future printing and digital publication by the City of Frisco. HA shall prepare up to twenty (20) color copies of the Master Plan (up to 200 pages) and up to fifty (50) color copies Executive Summary (8-12 pages).

Product: Halff shall provide a digital original of the Master Plan Report and Executive Summary (PDF format) on CD and print up to twenty (20) color copies.
Number of meetings: None.
Items Provided by City of Frisco: The City shall perform a final review of the document and approve final reproduction.

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

Agreement by and between the City of Frisco (City)
and Halff Associates INC. (Consultant)
to perform Landscape Architectural and Engineering Design Services for
City of Frisco Open Space Master Plan, Athletic Fields Needs Assessment,
and Facility Needs Assessment

1.00	**Project Management**	Four (4) staff meetings; Two (2) day city tour	$17,000
2.00	**Pre-Planning**	Six (6) staff conference calls	$15,500
3.00	**Visioning**	Up to four (4) Steering committee meetings; Three (3) visioning work sessions; Two (2) public meetings; One (1) six-hour event attendance; Four (4) staff conference calls	$55,250
4.00	**Parks & Open Space System Plan**	One (1) staff meeting; Five (5) staff conference calls	$15,750
5.00	**Athletics Plan**	Five (5) league/association interviews; Four (4) staff conference calls	$17,500
6.00	**Aquatics & Indoor Recreation Plan**	No meetings	$12,750
7.00	**Operation & Maintenance Plan**	Two (2) days of recon. and interviews; Two (2) meetings with maintenance staff; One (1) staff meeting; One (1) staff conference call	$40,150
8.00	**Implementation Plan**	One (1) staff meeting; One (1) staff conference call	$6,040
9.00	**Report Preparation and Final Plan Adoption**	Five (5) meetings during approval process; One (1) Final Approval public hearing	$29,260
Reimbursable Expenses			$10,000
LUMP SUM TOTAL PARKS MASTER PLAN (NOT TO EXCEED)			$219,200

Reimbursable Expenses will be additional to the Basic Design Services cost and shall be in compliance with Exhibit D.

II. PROJECT SCHEDULE

The Master Plan and all its components will be 100% complete and delivered to the City within 365 days after Notice-to-Proceed is given to Halff Associates Inc. by the City.

III. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Items which would be considered Additional Services

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

could include: additional site surveying, geotechnical investigation, design of additional program items beyond what has been identified by the City for the Park improvements, alternate bid items, additional meetings with City Staff and/or presentation to other groups, additional site visits during construction activity, etc.

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

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

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

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

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

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

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

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

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

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

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Dallas §

I, Lenny Hughes, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

_____ Other: _____.

X None of the Above.

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

Signed this 16th day of May, 2012.

Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Lenny Hughes 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 16 day of May, 2013.

TANZY WILSON IBANEZ
Notary Public, State of Texas
My Commission Expires
December 29, 2014

Notary Public in and for the State of Texas
My commission expires: December 29, 2014

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.**

LENNY HUGHES

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

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

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

N/A

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

N/A

Amended 01/13/2006

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 affilitation 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.

N/A

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

N/A

7

Signature of person doing business with the governmental entity

5/16/13
Date

Amended 01/13/2006

AGENDA ITEM #21.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: **Consider and Act upon a resolution authorizing the City manager to execute a , Developers Agreement, a Real Estate Contract, a Subordination, Non-Disturbance and Attornment Agreement, a Collateral Assignment and Security Agreement, with Shaddock Developers LTD. / Master Developers-SNB LLC for the acquisition of Cottonwood Creek Park and Park Improvements.**

Action Requested: Consider and Act upon approving a Developers Agreement, Real Estate Contract and associated agreements for the Cottonwood Creek Linear Park.

Background Information: The Agreements being presented will facilitate the construction of a park along Cottonwood Creek between Legacy Drive and Teel Parkway. Although the property is in private ownership today, once the park is completed and accepted by the city based on these documents, it will become City property and consequently a linear park.

Background

The City and Shaddock Developers LTD, entered into a Developers Agreement in 2007 for the development of the Cottonwood Creek linear park. It was anticipated that Shaddock would move forward with Phase 6B fairly soon and the development of the Park would occur simultaneously.

Plans for the park construction had not been prepared at that time and the Developers Agreement used a cost estimate based on the Master Plan to ascertain the cost of construction. The Agreement, in short, required the Developer to dedicate 77 acres of property to the City at an estimated value of $1,119,077.00 and construct improvements on said land with a value of $2,256,154.00. To achieve this, the City agreed to waive

$1,033,000.00 in park fees and pay $1,223,154.00 towards the construction. The remaining $1,119,077.00 was to be a contribution from the Developer.

Unfortunately, the economy stalled and the development of Phase 6B did not progress as quickly as anticipated. Furthermore, it was discovered that there was an error in the cost estimate. Several of the Excel sheet cells were shown but did not tally in the grand total of the estimate. This resulted in an underestimate of approximately $680,000.00.

In an effort to rectify the underestimate and expedite the project, the City entered into a contract for design work and had Studio 13 consultants prepare a full set of construction documents as well as an updated cost estimate. Those plans have been given to Shaddock to bid and review and they feel the estimate that is used in the revised Developers Agreement is reasonable.

Due to the cost estimate changing, as well as different lending requirements from banks for development construction loans, it required us to revise the original Developer's Agreement and draft a Real Estate Contract, a "Subordination, Non-Disturbance and Attornment Agreement", and a "Collateral Assignment and Security Agreement in Respect of Development Agreement".

The revised Developer's Agreement and Real Estate Contract have the Developer agreeing to construct the park improvements along with Shaddock Creek Phase 6B as well as selling the property to the City.

As proposed, the City would agree to purchase the completed park improvements and approximately 77.5 acres of real property for $2,454,037. This will be accomplished by waiving of park fees in the amount of $1,033,000 as well as $1,421,037 in cash. Shaddock Development will construct a park per the plans the City provided with an estimated value of $2,669,920. The real estate has a value of $1,119,077. In short, the City will expend cash and waived park fees in the amount of $2,454,037. The Developer will contribute cash, or in-kind services in the amount of $1,334,960. The land and park improvements are valued at an estimated total cost of $3,788,997.

The "Subordination, Non-Disturbance and Attornment Agreement" is required due to the more stringent lending requirements the Developer faces today. The Developers Agreement that was executed in 2007 places the City in the first lien holder position on the property for Shaddock Creek Phase 6B, if there was a default by the Developer.

Currently, lending institutions will not make loans to developers unless the lending institution is in the first lien holder position. The City agreeing to subordinate its lien on Phase 6B (which is covered in the Development Agreement) to the lender will not extinguish the City's following rights under the Development Agreement, in addition to the City's other rights and remedies, should the lender foreclose its superior lien on Phase 6B pursuant to the "Subordination, Non-Disturbance and Attornment Agreement", and the City would be able to exercise the same against the current Developer, and any future owner, including the lender:

- To refuse to issue building permits for Phase 6B;

- To refuse to approve any engineering plans for Phase 6B;
- To refuse to issue Final Acceptance for all and/or any portion of any of the Phase 6B improvements associated with the development of Phase 6B;
- To refuse to issue Final Acceptance for the Park Improvements;
- To foreclose on the lien created by the Original Development Agreement and renewed hereby on Phase 6B and/or the Property;
- To seek any remedy set forth in the Development Agreement and/or the Real Estate Contract;
- To collect the currently assessed Park Fees owed on the Parent Tract solely from Phase 6B; and/or
- To seek specific enforcement of this Development Agreement and/or the Real Estate Contract.

Additionally, the Development Agreement grants certain rights against the City and imposes obligations on the City that the Developer can enforce should the City default in its performance of the same. The lender desires to take those rights of the Developer to enforce the City's obligations as collateral ("Collateral Assignment and Security Agreement in Respect of Development Agreement") for its agreeing to make the loan to the Developer so that if the lender forecloses on its collateral (*i.e.* Phase 6B), it will be able to step into the shoes of the Developer and enforce its rights against the City.

There are a number of elements that are blank within the Agreements. The items will be completed by the attorneys as it becomes available and prior to the Agreements being filed at Collin County.

Board Review/Citizen Input: The Parks and Recreation Board is aware of the project.

Alternatives:

- Table the item;
- Approve the Agreement and resolution;
- Not accept the Agreement and give staff direction on how to proceed

Financial Considerations: Funding for the project will be from Park Dedication Fees.

Legal Review: The Agreement has been drafted by the City Attorney.

Supporting Documents:

- Master Plan
- Developers Agreement
- Real Estate Contract
- Subordination, Non-Disturbance and Attornment Agreement
- Collateral Assignment and Security Agreement in Respect of Development Agreement

Staff Recommendation: Approve the Development Agreement, Real Estate Contract and associated documents.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPERS AGREEMENT, A REAL ESTATE CONTRACT, A SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND A COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND SHADDOCK DEVELOERS LTD. / MASTER DEVELOERS-SNB LLC. FOR THE ACQUISTION OF COTTONWOOD CREEK PARK AND PARK IMPROVEMENTS.

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, Developers Agreement, a Real Estate Contract, a Subordination, Non-Disturbance and Attornment Agreement, a Collateral Assignment and Security Agreement, with Shaddock Developers LTD. / Master Developers-SNB LLC for the acquisition of Cottonwood Creek Park and Park Improvements, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

After Recording Return To:
City Manager
City of Frisco
6101 Frisco Square Blvd., 5th Floor
Frisco, Texas 75034

AMENDMENT AND RESTATEMENT OF DEVELOPMENT AGREEMENT
(Cottonwood Creek Park Improvements)

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

THIS **AMENDMENT AND RESTATEMENT OF DEVELOPMENT AGREEMENT** ("Development Agreement") is made and entered into as of the ___ day of _____, 2013, by and among **SHADDOCK DEVELOPERS, LTD.**, a Texas limited partnership, ("Shaddock") **MASTER DEVELOPERS-SNB, LLC.**, a Texas limited liability company, ("Master Developers") and the **CITY OF FRISCO, TEXAS**, a Texas home-rule municipality ("City"). Shaddock and Master Developers are collectively referred to herein as "Developer". 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, Shaddock and City entered into that certain Development Agreement, dated November 9, 2007, and filed for record under Instrument No. 2008-4010, in the Denton County Land Records ("Original Development Agreement"); and

WHEREAS, Developer and City desire to amend and restate the Original Development Agreement as set forth herein; and

WHEREAS, Shaddock was the previous sole owner of a 324.1978± acre tract of land, situated in the S. Shearer Survey, Abstract No. 1232, J. Teal Survey, Abstract No. 1263, J. Rogers Survey, Abstract No. 1103, L. Morrell Survey, Abstract No. 863 and A. Rogers Survey, Abstract No. 1117, City of Frisco, Denton County, Texas, as more particularly depicted and described in the "Contract" (hereinafter defined), attached hereto as **Exhibit "A"** and incorporated herein for all purposes (defined as the "Parent Tract" and more particularly depicted and described in **Exhibit "B"** in the Contract); and

WHEREAS, the Parent Tract was subject to, and encumbered by, the Original Development Agreement; and

WHEREAS, the Parent Tract heretofore described does include the "Property" (defined and more particularly described in **Exhibit "A"** in the Contract); and

WHEREAS, Shaddock was the sole owner of the Parent Tract prior to its conveyance of lots in conjunction with its development of the Parent Tract; and

WHEREAS, Shaddock currently owns only the Property; and

WHEREAS, Shaddock conveyed to Master Developers a 31.2472± acre tract out of the Parent Tract, known as Shaddock Estates Phase 6B (defined in and more particularly described as "Phase 6B" in the Contract); and

WHEREAS, Developer and City acknowledge and agree that Park Fees (hereinafter defined) are currently owed, assessed and/or to be assessed on the Parent Tract as prescribed in Ordinance No. 93-04-04, amended by Ordinance Nos. 97-01-02, 00-03-31, 01-08-53, 02-09-97 and 04-12-79, as they exist or may be hereafter amended (individually and collectively, "Park Fee Ordinance"); and

WHEREAS, Developer desires to fulfill its obligation to dedicate parkland and/or pay the park fees owed, assessed and/or to be assessed on the Parent Tract as prescribed in the Park Fee Ordinance as set forth below; and

WHEREAS, Developer desires that Phase 6B be solely responsible for all of the Park Fees owed on the entire Parent Tract; and

WHEREAS, City agrees that the Park Fees assessed and applicable to the entire Parent Tract shall be collected solely from Phase 6B, unless otherwise credited pursuant to the terms of the Contract; and

WHEREAS, Shaddock desires to, at its sole cost and expense, construct certain "Park Improvements" (as defined in the Contract) on the Property; and

WHEREAS, City desires to purchase the Property where Shaddock is constructing the Park Improvements as set forth below; and

WHEREAS, in consideration of Developer's actions set forth below, City agrees to purchase the Property and that Developer may fulfill its obligations under the Park Fee Ordinance relating to the Parent Tract in the manner set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual Development 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. **Land Subject to Development Agreement/Release of Lien/Affirmation of Lien.**

(a) The land that is subject to this Development Agreement, as amended and restated

hereby, is Phase 6B and the Property. Shaddock represents that it is the sole owner of the Property, and Master Developers represents that it is the sole owner of Phase 6B.

(b) City agrees that the Parent Tract, save and except the Property and Phase 6B, is released from the Original Development Agreement and this Development Agreement.

(c) Developer hereby acknowledges and agrees that: (i) the Original Development Agreement constituted a lien upon the Parent Tract; and (ii) this Development Agreement constitutes a renewal of the lien created by the Original Development Agreement solely upon the Property and Phase 6B and secures all obligations of Developer under this Development Agreement.

2. **Acquisition of Property**. (a) Within five (5) business days of the Frisco City Council's approval and execution of this Development Agreement, as amended and restated hereby, Shaddock shall execute and deliver to City the Real Estate Purchase Contract ("Contract"), attached hereto as **Exhibit "A"**, whereby Shaddock agrees to sell, and City agrees to purchase the Property in the amount of the "Purchase Price" (as defined in the Contract) and in accordance with the Contract. As part of the Purchase Price, City is providing the "Park Fee Credit" (as defined in the Contract). Developer acknowledges and agrees that the Park Fee Credit is being provided as consideration of the Property, and Developer releases and holds City harmless from providing the Park Fee Credit as part of the Purchase Price of the Property.

(b) Within five (5) business days of City's receipt of the executed Contract, City shall deliver the same to the Title Company (as defined in the Contract).

3. **Park Improvements/Phase 6B Improvements**. Shaddock shall, at its sole cost and expense, construct and complete the Park Improvements and the Phase 6B Improvements (as defined in the Contract) in accordance with this Development Agreement and the Contract.

4. **Park Fees**. Pursuant to the Park Fee Ordinance, the fees owed on the Parent Tract are One Million Thirty-Three Thousand and No/100 Dollars ($1,033,000.00) ("Park Fees"). In consideration for City allowing Shaddock to sell lots within the Parent Tract without paying the required Park Fees in accordance with the Park Fee Ordinance, Developer acknowledges and agrees that the Park Fees for the Parent Tract shall be entirely assessed against and collected from Phase 6B, unless otherwise credited pursuant to the terms of the Contract.

5. **Default**. (a) **By Developer**. If Developer fails to comply with the provisions of this Development Agreement, and after receipt of written notice from City with thirty (30) calendar days opportunity to cure, or if Developer fails to comply with the provisions of the Contract, and after receipt of written notice from City with the opportunity to cure as provided therein, City shall have all of the following remedies, in addition to City's other rights and remedies:

(i) to refuse to issue building permits for Phase 6B; and/or

(ii) to refuse to approve any engineering plans for Phase 6B; and/or

(iii) to refuse to issue Final Acceptance (as defined in the Contract) for all and/or

any portion of any of the Phase 6B Improvements and/or associated with the development of Phase 6B; and/or

(iv) to refuse to issue Final Acceptance for the Park Improvements; and/or

(v) to foreclose on the lien created by the Original Development Agreement and renewed hereby on Phase 6B and/or the Property; and/or

(vi) to seek any remedy set forth in this Development Agreement and/or the Contract; and/or

(vii) to collect the currently assessed Park Fees owed on the Parent Tract solely from Phase 6B; and/or

(viii) to seek specific enforcement of this Development Agreement and/or the Contract.

(b) **By City**. In the event City fails to comply with provisions of this Development Agreement and/or the Contract, and after receipt of written notice from Developer with thirty (30) calendar days opportunity to cure, Developer may seek specific enforcement of this Development Agreement and/or the Contract as its sole and exclusive remedy.

6. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that City shall not, under any circumstance, be required to tender, provide and/or be liable to Developer for, any credit and/or payment of any monies with regard to the matters set forth herein, save and except as provided in Paragraphs 2 and 4 above.

7. **Covenant Running with Land.** The obligations set forth herein relate to Phase 6B and the Property, and shall constitute a lien on Phase 6B and the Property, and this Development Agreement shall be a covenant running with Phase 6B and the Property and shall be binding upon the Developer, its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the parties shall cause this Development Agreement to be filed in the Land Records of Denton County. Notwithstanding the foregoing, the obligations herein that burden Phase 6B shall be released automatically as to each lot therein which is conveyed subsequent to the: (i) City's Final Acceptance[1] of Phase 6B; (ii) Shaddock's conveyance of the Property to City in accordance with this Development Agreement and the Contract; (iii) Master Developers tendering City's engineering inspection fees; (iv) Master Developers tendering

[1] Such Final Acceptance shall be conditioned upon: (i) Developer not being in breach of this Development Agreement or the Contract; (ii) the Park Improvements complying with the terms and conditions set forth in the Contract and this Development Agreement; and (iii) the Phase 6B Improvements complying with the terms and conditions set forth in this Development Agreement and the Contract. In addition to any other requirements for the City of Frisco's Final Acceptance of the Park Improvements and the Phase 6B Improvements, Developer shall be required to submit to City written evidence, in a form(s) reasonably acceptable to City, that all of the construction costs associated with the Park Improvements and the Phase 6B Improvements have been paid in full by Developer. Such evidence may include, but shall not be limited to, the Evidence of Payment(s) (as defined in the Contract).

the Park Fees, unless otherwise credited in accordance with the Contract; (v) completed as-built plans related to Phase 6B being tendered to City; and (vi) final plat for Phase 6B being reviewed, approved and executed by City and filed in the Denton County Land Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely on the immediately preceding sentence to establish whether such termination has occurred with respect to any lot.

8. **Limitations of Development Agreement**. The parties hereto acknowledge that of the fees that are or may be hereafter payable by Developer to City, this Development Agreement addresses only the Park Fees as described in the Park Fee Ordinance. Provided Developer complies with all of the terms and conditions set forth herein and the Contract, Developer's obligations with regard to the Park Fee Ordinance shall be satisfied for the Parent Tract. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare, water and sewer impact fees, tap fees, pro-rata fees and the like are not affected by this Development Agreement. Further, this Development Agreement does not waive or limit any of the obligations of Developer to City under any other ordinance, whether now existing or in the future arising.

9. **Notices**. Any notice provided or permitted to be given under this Development 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 City, addressed to it at:

City of Frisco
ATTN: Director of Parks and Recreation
6726 Walnut
Frisco, Texas 75034
Telephone: (972) 292-6500
Facsimile: (972) 292-6530

With a copy to:

Abernathy, Roeder, Boyd & Joplin P.C.
ATTN: Rebecca Brewer
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040

If to Developer, addressed to it at:

Shaddock Developers, Ltd.
ATTN: William C. Shaddock
2400 Dallas Parkway, Suite 560
Plano, Texas 75093
Telephone: (972) 985-5505
Facsimile: (972) 985-9009

Master Developers-SNB, LLC
ATTN: William C. Shaddock
2400 Dallas Parkway, Suite 560
Plano, Texas 75093
Telephone: (972) 985-5505
Facsimile: (972) 985-9009

With a copy to:

Liechty & McGinnis, LLP
ATTN: Hilary Tyson
11910 Greenville Ave., Suite 400
Dallas, Texas 75243
Telephone: (214) 265-0008
Facsimile: (214) 265-0615

With a copy to:

Stillwater National Bank and Trust
ATTN: Chief Credit Officer
608 South Main
Stillwater, Oklahoma 74074
Telephone: (405) 372-2234
Facsimile: (405) 742-1907

With a copy to:

Wick Phillips Gould & Martin, LLP
ATTN: J. Christopher Fuller
2100 Ross Ave., Suite 950
Dallas, Texas 75201
Telephone: (214) 740-4023
Facsimile: (214) 692-6255

10. INDEMNIFICATION. (A) DEVELOPER, INDIVIDUALLY AND COLLECTIVELY, AND ON BEHALF OF ITS/THEIR RESPECTIVE OFFICERS, DIRECTORS,

PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES/DO HEREBY AGREE TO 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 ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS DEVELOPMENT AGREEMENT AND ARISING AT ANY TIME PRIOR TO: (I) THE CONVEYANCE OF THE PROPERTY; AND (II) CITY'S FINAL ACCEPTANCE OF PHASE 6B, THE PHASE 6B IMPROVEMENTS AND THE PARK IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF THE CONSTRUCTION, INSTALLATION AND/OR PROVISION OF THE PHASE 6B IMPROVEMENTS AND PARK IMPROVEMENTS PRIOR TO (I) AND (II) ABOVE, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF 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 THE PERFORMANCE OF DEVELOPER'S OBLIGATIONS UNDER THIS DEVELOPMENT AGREEMENT AND ARISING PRIOR TO (I) AND (II) ABOVE 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 DEVELOPER, AND THEIR RESPECTIVE EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR

REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. IN THIS CONNECTION, DEVELOPER, INDIVIDUALLY AND COLLECTIVELY, AND ON BEHALF OF ITS/THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FOR CITY'S, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND/OR EMPLOYEES, OWN NEGLIGENCE, IN WHATEVER FORM, ARISING OUT OF ANY ACT OR OMISSION, TAKEN OR FAILED TO BE TAKEN BY CITY, RELATING IN ANY MANNER TO THIS DEVELOPMENT AGREEMENT AND ARISING AT ANY TIME PRIOR TO: (I) THE CONVEYANCE OF THE PROPERTY; AND (II) CITY'S FINAL ACCEPTANCE OF PHASE 6B, THE PHASE 6B IMPROVEMENTS AND THE PARK IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF THE CONSTRUCTION, INSTALLATION AND/OR PROVISION OF THE PHASE 6B IMPROVEMENTS AND PARK IMPROVEMENTS PRIOR TO (I) AND (II) ABOVE, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF CITY, IN WHOLE OR IN PART, REGARDLESS OF CAUSE OR ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF CITY. DEVELOPER, INDIVIDUALLY AND COLLECTIVELY, IS/ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR THAT THE ACTS OR OMISSIONS OF CITY CONSTITUTED WILLFUL MISCONDUCT WITH REGARD TO THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN DEVELOPER IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE GROSS NEGLIGENCE, NEGLIGENCE OR WILLFUL MISCONDUCT APPORTIONED TO 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, GROSSLY NEGLIGENT OR THAT CITY'S ACTS OR OMISSIONS OF

CONSTITUTED WILLFUL MISCONDUCT OF CITY WITH REGARD TO THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE DEVELOPER, AS APPLICABLE, FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY DEVELOPER, AS APPLICABLE, THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO DEVELOPER, AS APPLICABLE, WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT.

(B) IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS/THEIR 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 DEVELOPER'S, JOINTLY AND SEVERALLY, OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S, JOINTLY AND SEVERALLY, OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS DEVELOPMENT AGREEMENT. DEVELOPER, JOINTLY AND SEVERALLY, 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 DEVELOPMENT AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER, JOINTLY AND SEVERALLY, SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

(C) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS DEVELOPMENT AGREEMENT.

11. PARTIES' ACKNOWLEDGEMENT OF CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS DEVELOPMENT AGREEMENT.

(A) DEVELOPER, JOINTLY AND SEVERALLY, ACKNOWLEDGE(S) AND AGREE(S) THAT:

(I) THE PARK IMPROVEMENTS AND PHASE 6B IMPROVEMENTS TO BE INSTALLED, CONSTRUCTED AND/OR PROVIDED BY THE RESPECTIVE DEVELOPER AND/OR THE PARK FEES TO BE IMPOSED BY CITY REGARDING THE PARENT TRACT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

1. TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
2. VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
3. NUISANCE; AND/OR
4. CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS DEVELOPMENT AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON CITY'S INFRASTRUCTURE AND/OR PARK SYSTEM.

(III) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO CITY PURSUANT TO THIS DEVELOPMENT AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON CITY'S INFRASTRUCTURE AND/OR PARK SYSTEM. DEVELOPER AND CITY 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 AND/OR PARK SYSTEM.

(IV) DEVELOPER, JOINTLY AND SEVERALLY, SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

(B) DEVELOPER, JOINTLY AND SEVERALLY, RELEASES CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS WITH RESPECT TO THIS DEVELOPMENT AGREEMENT AND/OR THE SUBJECT MATTER HEREIN.

(C) DEVELOPER, JOINTLY AND SEVERALLY, WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY 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 AND ARISING AT ANY TIME PRIOR TO: (I) THE CONVEYANCE OF THE PROPERTY; AND (II) CITY'S FINAL ACCEPTANCE OF PHASE 6B, THE PHASE 6B IMPROVEMENTS AND THE PARK IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF THE CONSTRUCTION, INSTALLATION AND/OR PROVISION OF THE PHASE 6B IMPROVEMENTS AND PARK IMPROVEMENTS PRIOR TO (I) AND (II) ABOVE, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF CITY.

(D) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS DEVELOPMENT AGREEMENT.

12. **Vested Rights/Chapter 245 Waiver.** The signatories hereto shall be subject to all ordinances of City, whether now existing or in the future arising. This Development Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Development Agreement shall constitute a "permit" as

defined in Chapter 245, Texas Local Government Code, and nothing in this Development Agreement provides City with fair notice of Developer's project. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS DEVELOPMENT AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS DEVELOPMENT AGREEMENT.**

13. **Attorney's Fees.** In any legal proceeding brought to enforce the terms of this Development Agreement and/or Contract, including but not limited to, a proceeding brought pursuant to Paragraphs 5, 10 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 Development Agreement are true and correct and are hereby incorporated into the body of this Development Agreement and adopted as findings of City and the authorized representative of each respective Developer.

15. **Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Development Agreement or in any certificate or other instrument delivered by Developer to City under this Development Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Development Agreement, regardless of any investigation made by City or on City's behalf.

16. **Entire Development Agreement.** This Development Agreement contains the entire Development 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 Development Agreement of the parties hereto.

17. **Venue.** This Development Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas, which is the County in which the principal administrative offices of the City are located. It is specifically agreed between the parties hereto that Collin County, Texas is the place of performance of this Development Agreement; and in the event that any legal proceeding is brought to enforce this Development Agreement or any provision hereof, the same shall be brought and exclusive venue shall lie in Collin County, Texas.

18. **Consideration.** This Development 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 Development 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 Development 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 Development

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 Development Agreement in order for the same to be an authorized and binding Development Agreement on the party for whom the individual is signing this Development 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. The parties agree that the performance by the parties under this Development Agreement is authorized by Section 212.071, *et. seq.* of the Texas Local Government Code.

21. **Savings/Severability**. In case any one or more of the provisions contained in this Development 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 Development Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Representations**. Each signatory represents this Development Agreement has been read by the party for which this Development Agreement is executed and that such party has had an opportunity to confer with its counsel.

23. **Sovereign Immunity**. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Development Agreement.

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

25. **Assignment/Binding Effect**. This Development Agreement is assignable upon the following conditions:

(a) the assignment of the Development Agreement must be evidenced by a recordable document. The recordable document referred to in this paragraph is subject to the reasonable approval of City;

(b) at the time of any assignment, Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Development Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the reasonable approval of City;

(c) Developer will file any approved, executed assignment in the Land Records of Denton County, Texas; and

(d) Developer shall provide City with: (i) the name, address, phone number, fax number and the name of a contact person for the assignee; and a (ii) file-marked copy of the assignment referred to in this Paragraph.

Provided, however, without complying with the foregoing requirements, this Development Agreement may be assigned in strict accordance with the: (i) Collateral Assignment and Security Agreement in Respect of Development Agreement, dated _____, 2013, by and among Shaddock, Master Developers, City and Stillwater National Bank and Trust Company; and/or (ii) Subordination, Non-Disturbance and Attornment Agreement, dated _____, 2013, by and among Shaddock, Master Developers, City and Stillwater National Bank and Trust Company, with both of the aforementioned agreements being referred to herein by reference.

This Development Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein.

26. **Indemnification**. The parties agree that the Indemnity provisions set forth in Paragraphs 10 and 11 herein are conspicuous, and the parties have read and understood the same.

27. **Construction/Development**. All construction and development required herein shall be subject to and in compliance with the Park Improvements Plans (as defined in the Contract) and all ordinances, rules, regulations and requirements of City, whether now existing, hereafter amended or in the future arising. Evidence of any bonds required by applicable law, shall be provided by Developer to City.

28. **Conveyances**. Except as provided in the Contract, all conveyances required herein shall be made in a form acceptable to City and free and clear of any and all liens and/or encumbrances.

29. **Waiver**. Waiver by any party of any breach of this Development Agreement and/or the Contract, or the failure of either party to enforce any of the provisions of this Development Agreement and/or the Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

30. **Reference to Developer**. When referring to "Developer" herein, this Development Agreement shall refer to and be binding upon Developer, and its/their officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

31. **Miscellaneous Drafting Provisions**. This Development Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Development 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 Development Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[SIGNATURES TO FOLLOW.]

EXECUTED effective as of the ____ day of _____, 2013.

CITY:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

Date: _____

DEVELOPER:
SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership
By: SHADDOCK DEVELOPMENT COMPANY, a Texas corporation
Its: General Partner

By: _____
William C. Shaddock, President

Date: May 1, 2013

MASTER DEVELOPERS-SNB, LLC,
a Texas limited liability company

By: _____

Name: William C. Shaddock

Title: Manager

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 William C. Shaddock, President of Shaddock Development Company, a Texas corporation and the General Partner of **SHADDOCK DEVELOPERS, LTD.**, a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of May, 2013.

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

SANDY MICK
Notary Public
State of Texas
My Comm. Expires 05-28-2016

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared William C. Shaddock, Manager of **MASTER DEVELOPERS-SNB, LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of May, 2013.

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

SANDY MICK
Notary Public
State of Texas
My Comm. Expires 05-28-2016

EXHIIBT "A"
Contract

REAL ESTATE PURCHASE CONTRACT

STATE OF TEXAS

COUNTY OF DENTON

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is made by and between **SHADDOCK DEVELOPERS, LTD.**, a Texas limited partnership, of 2400 Dallas Parkway, Suite 560, Plano, Texas 75093, Attn: William C. Shaddock, Fax No.: (972) 985-9009 ("Seller") and the **CITY OF FRISCO, TEXAS**, a Texas home rule municipality, of 6101 Frisco Square Blvd., Frisco, Texas 75034, Attn: George Purefoy, City Manager, Fax No.: (972) 292-5122 ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

Property

1.01. Seller hereby agrees to sell and to convey by a special warranty deed ("Deed"), and Purchaser hereby agrees to purchase and to pay for, that certain real estate, and any improvements located thereon that are owned by Seller, being: (i) 5.406± acres of land situated in the J. Rogers Survey, Abstract No. 1103, Frisco, Denton County, Texas, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference; and (ii) 72.152± acres of land situated in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1117, J. Teal Survey, Abstract No. 1263 and the S. Shearer Survey, Abstract No. 1232, City of Frisco, Denton County, Texas, as more particularly described in **Exhibit "A"**, attached hereto, (collectively, "Real Property"). The legal descriptions set forth in the Survey(s) (hereinafter defined) approved by Purchaser will be automatically incorporated in this Contract as the legal description of the Real Property upon Purchaser's approval thereof or upon expiration of the Feasibility Period, whichever comes first.

Except as otherwise provided in this Contract, Seller also agrees to sell and to convey, and Purchaser hereby agrees to purchase and pay for, all and singular, the rights and appurtenances pertaining to the Real Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property owned by Seller which is situated on and attached to the Real Property, and including one-half (1/2) of Seller's rights to all of the Property's oil, gas, and other minerals, (all of such Real Property described above and the rights and appurtenances described herein being herein collectively referred to as the "Property"), if any, for the consideration and upon the terms and conditions hereinafter set forth.

Seller acknowledges that Purchaser has already expended the sum of $296,635.00 for the design ("Design Payment") of the park improvements plans, entitled "Construction Plans, Park Improvements, Cottonwood Creek Greenbelt Park", prepared by Studio 13 Design Group, PLLC, sealed and dated _____, 2013 ("Park Improvements Plans") to be constructed by Seller on the Property prior to Closing (hereinafter defined). Seller further acknowledges and agrees that Purchaser's payment of the Design Payment has been tendered as partial consideration for Seller's payment of administrative costs, professional fees and any other fees, costs and expenses. Any and all cost overruns, including cost overruns which are costs over and above the amounts set forth in **Exhibit "C"**, attached hereto and incorporated herein for all purposes, related to the construction of the Park Improvements (hereinafter defined) are the sole responsibility of Seller. Seller acknowledges and agrees that it has independently verified the amounts set forth in **Exhibit "C"**, attached hereto, for the construction of the Park Improvements.

The Property will be conveyed to Purchaser at the Closing free and clear of all liens, claims, easements, right-of-way, restrictions, encroachments, mineral reservations and leases,

and encumbrances, except those that either are not objected to or are objected to and not cured and that are subsequently waived pursuant to the Contract or are deemed to be permitted ("Permitted Exceptions").

ARTICLE II
PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price ("Purchase Price") for said Property shall be $2,454,037.00.

Payment of Purchase Price

2.02. The Purchase Price shall be paid by Purchaser as follows:

(a) The Property is a portion of a 324.1978± acre tract ("Parent Tract") of land, which was previously wholly owned by Seller, situated in the S. Shearer Survey, Abstract No. 1232, J. Teal Survey, Abstract No. 1263, J. Rogers Survey, Abstract No. 1103, L. Morrell Survey, Abstract No. 863 and A. Rogers Survey, Abstract No. 1117, City of Frisco, Denton County, Texas, which Parent Tract is more particularly depicted and described in **Exhibit "B"**, attached hereto and incorporated herein. The description of the Parent Tract includes the Property and Phase 6B (hereinafter defined). Of the Parent Tract, Seller currently owns only the Property. Pursuant to the Development Agreement (hereinafter defined), Seller and Master Developers-SNB, LLC, a Texas limited liability company, who is also a party to the Development Agreement, have agreed that all Park Fees (hereinafter defined) assessed on the Parent Tract shall be solely assessed and collected from Phase 6B. At Closing, Purchaser shall credit against the park fees owed on the Parent Tract under the Purchaser's Park Fee Ordinance No. 93-04-04, as amended by Ordinance Nos. 97-01-02, 00-03-31, 01-08-53, 02-09-97 and 04-12-79 (as they exist or may be hereafter amended), the sum of $1,033,000.00 ("Park Fee Credit"). At Closing, Purchaser shall deliver to the Title Company for disbursement to Seller a

written document prepared by and executed by Purchaser evidencing the foregoing Park Fee Credit credited to the Parent Tract.

(b) At Closing, the Escrow Deposit (hereafter defined), constituting a total sum equal to the remainder of the Purchase Price, being the sum of $1,421,037.00, shall be applied toward the Purchase Price payable by Purchaser, and after adjustments for any closing costs and prorations, shall be paid by the Title Company to the Seller.

ARTICLE III
TITLE/SURVEY(S) REVIEW; PURCHASER'S DUE DILIGENCE
AND FEASIBILITY PERIOD

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in writing in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02. On or before fifteen (15) calendar days after the Effective Date, Seller, at Seller's sole cost and expense, shall have caused Reunion Title, 1700 Redbud Blvd., Ste. 300, McKinney, Texas 75069, Attention: Loretta Boddy (tel. no.: 214-544-4025, email: lboddy@reuniontitle.com) ("Title Company") to issue a preliminary title commitment ("Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to easements, rights-of-way, and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Seller ("Title Documents").

Survey(s)

3.03. On or before thirty (30) days after the Effective Date, Seller shall cause a plat of survey(s) ("Survey(s)") of the Property to be prepared by a duly licensed Texas land surveyor, at Seller's sole cost and expense, and delivered to the Purchaser, Seller, and the Title Company. The Survey(s) shall be in a form reasonably acceptable to Purchaser and shall be in a form

acceptable to the Title Company in order to allow the Title Company to delete the survey exception (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. The Survey(s) shall be staked on the ground, and the plat shall show the legal description, boundary lines and the location of all improvements, highways, streets and roads (including the right-of-way and pavement widths of each), signal lights, median breaks, curbcuts, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the Federal Insurance Administration, easements, and rights-of-way on or adjacent to the Property and shall set forth the number of total of square feet comprising the Property.

Review Period

3.04. Purchaser shall have until twenty (20) days after Purchaser's receipt of the Title Documents and the Survey(s) to review the Title Documents and Survey(s) and to deliver in writing to Seller such reasonable objections as Purchaser may have to anything contained in them ("Objection Notice"), and in the event Purchaser states that the condition is not satisfactory, Seller shall undertake commercially reasonable efforts to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser. Purchaser hereby agrees zoning ordinances, the lien for current taxes, and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions ("Permitted Exceptions") and Purchaser shall not be entitled to object to the status of title or the survey(s), or avoid the Closing on account of such Permitted Exceptions. In the event Seller is unable to cure any objections contained in the Objection Notice on or before the expiration of the Feasibility Period, Purchaser may, by written notice delivered on or before the third (3rd) business day following the expiration of the Feasibility Period, terminate this Contract and the Escrow Deposit, less the Option Fee (hereafter defined), shall be forthwith returned by the Title Company to Purchaser, and the Option Fee shall be forthwith paid by the Title Company to Seller. Notwithstanding anything contained herein to

the contrary, if Purchaser does not terminate this Contract prior to the third (3rd) business day following the expiration of the Feasibility Period, then any objections made by Purchaser pursuant to the Objection Notice that Seller has not cured and which are shown on the Survey(s) or the Title Commitment, as same may have been updated as of the expiration of the Feasibility Period, shall be deemed to be waived and Purchaser shall be deemed to have accepted the Property subject to the objections, and all such objections and other matters shown on the Title Commitment and/or Survey(s) shall be deemed to be Permitted Exceptions.

Due Diligence Materials

3.05. On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser any leases or easements in Seller's possession that are not recorded in the official real estate records of the County Clerk of Collin County, Texas, and any materials which Seller might have in its possession or control that relate to the Property ("Due Diligence Materials"), including, without limitation, the following:

(a) copies of any environmental assessments;

(b) copies of any site topographical map and existing reports, studies, or investigations regarding engineering, soils, geotechnical matters, or environmental matters;

(c) ad valorem property tax bills and/or statements for 2008, 2009, 2010, 2011, and 2012 (and future years upon receipt);

(d) any covenants, conditions, and restrictions and related architectural guidelines affecting the subject tract; and

(e) any other written agreements impacting the operation and maintenance of the Property.

If the Property is purchased by Purchaser, all Due Diligence Materials shall thereupon be and become the property of Purchaser without the payment of any additional consideration

therefor. If this Contract is terminated before the Closing, Purchaser will return the Due Diligence Materials to Seller.

Feasibility Period

3.06. Purchaser shall have a period from the Effective Date until forty-five (45) days following the Effective Date, within which to inspect the Property and determine if the same is suitable for Purchaser's intended use ("Feasibility Period"). Purchaser shall have until the third (3rd) business day following the end of the Feasibility Period in which to notify Seller in writing that Purchaser has elected to proceed to Closing, such determination to be made in Purchaser's sole and absolute discretion. The approval of this Contract by Purchaser's City Council shall authorize Purchaser's City Manager, or his designee, to determine whether the Purchaser elects to proceed to Closing, and the Purchaser's notice that it has elected to proceed to Closing may be signed by the Purchaser's City Manager or his designee. Should Purchaser fail to provide such notice to Seller, then this Contract shall terminate and the Escrow Deposit heretofore delivered by Purchaser to the Title Company, save and except the sum of $100.00 which shall be considered non-refundable option money ("Option Fee"), shall be returned to Purchaser, and the Option Fee shall be paid to Seller. In the event Purchaser notifies Seller that Purchaser has elected to proceed to Closing on or before the third (3rd) business day following the end of the Feasibility Period, this Contract shall continue in full force and effect. Seller hereby grants to Purchaser during the Feasibility Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary; provided that Purchaser shall indemnify and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of Purchaser's entry upon or testing of the Property; provided, further, that Purchaser shall be responsible for all damages occasioned to the Property arising out of Purchaser's occupation; and provided further, that, to the extent allowed by law, Purchaser shall indemnify, defend, and hold harmless Seller

and the Property from and against any mechanic's liens or other claims of any nature that may be filed or asserted against the Property or Seller by the contractors, subcontractors, or materialmen performing such work for the Purchaser. Subject to open records laws, all information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of Purchaser's inspection and review of the Property shall be treated as confidential information by Purchaser.

Seller's Compliance with Development Agreement

3.07. Purchaser's obligation to close is strictly contingent upon Seller fully complying with that certain Development Agreement, by and between Seller and Purchaser, dated November 9, 2007, and filed for record under Instrument No. 2008-4010, as amended and restated by that certain Amendment and Restatement of Development Agreement, dated _____, 2013, and filed for record under Instrument No. _____, in the Denton County Land Records (collectively, "Development Agreement"), said Development Agreement being incorporated herein by reference for all purposes. In the event Seller defaults under the Development Agreement and fails to cure such default under applicable cure period provided for in the Development Agreement, then Purchaser shall have the right to terminate this Contract by providing written notice thereof to Seller, in which event the Title Company shall return the Escrow Deposit (less the Option Fee) to Purchaser, and the Title Company shall pay the Option Fee to Seller, and neither party thereafter shall have any further obligation to the other hereunder except as expressly provided herein.

Completion of Phase 6B, the Park Improvements and Phase 6B Improvements

3.08. Purchaser's obligation to close is also strictly contingent on Seller obtaining Final Acceptance (hereinafter defined) of the following on or before eighteen (18) months following the Loan Funding Deadline (hereinafter defined) ("Improvements Deadline"): (i) the

construction and development of Shaddock Estates Phase 6B ("Phase 6B"), as more particularly described in **Exhibit "B"**, attached hereto, to a state where building permits may be issued by the City of Frisco for residential construction within Phase 6B, including but not limited to, the public improvements contained within Phase 6B ("Phase 6B Improvements"); and (ii) the construction and completion of the park improvements on the Property set forth below ("Park Improvements"). The Park Improvements are as follows:

(a) Seller shall, at its sole cost and expense: (i) construct a public twelve foot (12') wide, six inch (6") thick concrete hike and bike trail located within the Property; (ii) construct a public six foot (6') wide, six inch (6") thick concrete hike and bike trail located within the Property; and (iii) provide other park improvements, including earthwork, hardscape, site amenities, softscape, irrigation, fountain, a re-use water line and miscellaneous utilities; and (iv) construct the Park Improvements in accordance with the Park Improvements Plans. Seller is taking the Park Improvements Plans "AS-IS" with any and all latent and patent defects. Seller acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement or other assertion or information with respect to Park Improvements Plans made or furnished by or on behalf of, or otherwise attributed to Purchaser, or any of its agents, employees or representatives, any and all such reliance being hereby expressly and unequivocally disclaimed, but Seller is relying solely and exclusively upon its own experience and its independent judgment, evaluation and examination of the Park Improvements Plans and underlying documents and circumstances. The Park Improvements will also include digging lakes within the Property, which will generate approximately 150,000 cubic yards of fill material and require temporary and permanent erosion control (collectively, "Off-Site Fill"). The Park Improvements are more particularly described in **Exhibit "C"**, attached hereto.

Purchaser further unequivocally disclaims: (i) the existence of any duty to disclose on the part of Purchaser, or any of its agents, employees or representatives; and (ii) any reliance by Seller on the silence or any alleged nondisclosure of Purchaser, or any of its agents, employees or representatives. Seller takes the Park Improvements Plans under the express understanding that there are no express or implied warranties made in connection with Park Improvements Plans. This provision was freely negotiated and played an important part in the bargaining process for this Contract and the purchase of the Property by Purchaser. Seller has agreed to disclaim reliance on Purchaser and to accept the Park Improvements Plans "As-Is" with full awareness of the Park Improvements Plans prior uses or other matters that could affect their condition, value, suitability or fitness; and Seller confirms that Seller is hereby accepting all risk associated therewith. Seller understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Seller otherwise might have with regard to the Park Improvements Plans or the enforcement of the Contract. Seller acknowledges that it has sought and has relied upon the advice of its own legal counsel concerning this provision.

(b) The Park Improvements shall be: (i) constructed substantially in accordance with all applicable City of Frisco ordinances, requirements, rules and regulations, as they exist or may be amended, the specifications set forth in **Exhibit "C"** and any other plans and specifications reasonably required and approved by the Purchaser's Director of Parks and Recreation, or his designee ("Director"), which are not inconsistent with or materially deviate from the Park Improvements Plans, unless required by any federal and/or state law, regulation, rule and/or requirement, as they exist, may be amended or in the future arising, applicable to parks and/or park improvements; and (ii) constructed and/or installed at the locations approved by the Director, which are not inconsistent with or materially deviate from the Park

Improvements Plans, unless required by any federal and/or state law, regulation, rule and/or requirement, as they exist, may be amended or in the future arising, applicable to parks and/or park improvements.

(c) Seller represents and warrants that the estimated Park Improvements construction costs are Two Million Six Hundred Sixty-Nine Thousand, Nine Hundred Twenty and No/100 Dollars ($2,669,920.00), as more particularly described in **Exhibit "C"** ("Estimated Construction Costs").

(d) The phrase "Final Acceptance" as used above in this Contract shall mean the City of Frisco's final acceptance of Phase 6B, which includes the construction and completion of the Park Improvements and the Phase 6B Improvements in accordance with the City of Frisco's ordinances, requirements, approved plans and specifications, and rules and regulations, as they exist, may be amended or in the future arising. Such Final Acceptance shall be conditioned upon: (i) Seller not being in breach of this Contract or the Development Agreement; (ii) the Park Improvements complying with the terms and conditions set forth herein and the Development Agreement; and (iii) the Phase 6B Improvements complying with the terms and conditions set forth herein and in the Development Agreement. In addition to any other requirements for the City of Frisco's Final Acceptance of the Park Improvements and the Phase 6B Improvements, Seller shall be required to submit to Purchaser written evidence, in a form(s) reasonably acceptable to Purchaser, that all of the construction costs associated with the Park Improvements and the Phase 6B Improvements have been paid in full by Seller. Such evidence may include, but shall not be limited to, Affidavits of Payment/Affidavits as to Debts and Liens, statutory forms of the Unconditional Waiver and Release on Final Payment, and any other evidence reasonably required by City ("Evidence of Payment(s)").

(c) The Purchase Price for the Property shall be reduced by $500.00 for each calendar day beyond the Improvements Deadline that Seller has not achieved completion and Final Acceptance of the Park Improvements and the Phase 6B Improvements. The parties acknowledge that such $500.00 per day reduction of the Purchase Price: (i) constitutes agreed upon and liquidated damages for delay only, and not a penalty; (ii) represents a reasonable and good faith attempt by Seller and Purchaser to ascertain the delay damages that would be suffered by Purchaser in the event of the failure of the Seller to timely complete and obtain Final Acceptance of the Park Improvements and the Phase 6B Improvements; and (iii) shall not prevent Purchaser from pursuing claims for non-delay damages, such as costs to complete defective work.

ARTICLE IV
CLOSING

4.01. The closing ("Closing") of the purchase and sale contemplated by this Contract shall be at the offices of the Title Company on or before the thirtieth (30th) day after the later to occur of the following ("Closing Date"): (i) the expiration of the Feasibility Period; or (ii) the date on which Seller has completed and obtained Final Acceptance of Phase 6B, the Park Improvements and the Phase 6B Improvements.

4.02. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, mineral reservations and leases, except for the following:

(1) General real estate taxes for the year of Closing and subsequent years not yet due and payable;

(2) One-half (1/2) of the minerals as provided in Section 1.01 of this Contract; and

(3) The Permitted Exceptions;

(b) Deliver to Purchaser, at Seller's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, except as to shortages in area (such survey exception deletion to be at Seller's expense); and

(c) Deliver to Purchaser possession of the Property.

4.03. At the Closing, Purchaser shall deliver to Seller the written document prepared by and executed by Purchaser evidencing the Park Fee Credit credited to the Parent Tract.

4.04. All state, county, and municipal taxes and assessments, if any, for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted at the Closing, Seller being charged and credited for the same up to and on such date and Purchaser being charged and credited for the same after such date. If the actual amounts to be prorated are not known at Closing, the prorations shall be computed on the basis of the best evidence then available. Because Purchaser is a public entity, all state, county, and municipal taxes for the then current year relating to the Property shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Tax Code. The provisions of this Section shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:

IF FOR THE CURRENT AD VALOREM TAX YEAR THE TAXABLE VALUE OF THE LAND THAT IS THE SUBJECT OF THIS CONTRACT IS DETERMINED BY A SPECIAL APPRAISAL METHOD THAT ALLOWS FOR APPRAISAL OF THE LAND AT LESS THAN ITS MARKET VALUE, THE PERSON TO WHOM THE LAND IS TRANSFERRED MAY NOT BE ALLOWED TO QUALIFY THE LAND FOR THAT SPECIAL APPRAISAL IN A SUBSEQUENT TAX YEAR AND THE LAND MAY THEN BE APPRAISED AT ITS FULL MARKET VALUE. IN ADDITION, THE TRANSFER OF THE LAND OR A SUBSEQUENT CHANGE IN THE USE OF THE LAND MAY RESULT IN THE IMPOSITION OF AN ADDITIONAL TAX PLUS INTEREST AS A PENALTY FOR THE TRANSFER OR THE CHANGE IN THE USE OF THE LAND. THE TAXABLE VALUE OF THE LAND AND THE APPLICABLE METHOD OF APPRAISAL FOR THE CURRENT TAX YEAR IS PUBLIC INFORMATION AND MAY BE OBTAINED FROM THE TAX APPRAISAL DISTRICT ESTABLISHED FOR THE COUNTY IN WHICH THE LAND IS LOCATED.

4.05. Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if this Contract is silent, as is usual and customary for real estate transactions in Collin County, Texas.

4.06. Upon Closing, after adjustments for any closing costs and prorations and Seller's expenses, the Escrow Deposit shall be paid by the Title Company to the Seller.

ARTICLE V
REAL ESTATE COMMISSIONS

5.01. Seller and Purchaser each represent to the other that the representing party has not involved any brokers in the negotiation and consummation of this Contract, and to the extent allowed by law, agree to indemnify, defend, and hold the other party harmless from any breach of this representation. The provisions of this Section shall survive the Closing or the termination of this Contract, as applicable.

ARTICLE VI
ESCROW DEPOSIT

6.01. (a) Within five (5) business days after the full execution of this Contract by all parties and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to the Title Company, a check or wired funds in the amount of $5,000.00 as the escrow deposit ("Escrow Deposit"), which shall apply toward the Purchase Price at Closing. In the event Purchaser fails to timely deliver the Escrow Deposit to Title Company, this Contract may be terminated by Seller until such time as Purchaser delivers the Escrow Deposit to the Title Company.

(b) Within ninety (90) days following Purchaser's delivery of the Escrow Deposit to the Title Company ("Loan Funding Deadline"), Seller shall be required to provide Purchaser written evidence satisfactory to Purchaser that Seller has successfully closed on a loan from a third-party lender which will provide funds sufficient to pay for the estimated cost of the Park Improvements. If Seller has not delivered to Purchaser such evidence before the expiration of Loan Funding Deadline, Seller may terminate this Contract at any time thereafter, in which event the Escrow Deposit (less the Option Fee) shall be immediately returned to Purchaser by the Title Company.

(c) The Title Company shall deposit the Escrow Deposit into one or more interest bearing accounts as directed in writing by Purchaser. Title Company shall also invest and reinvest the Escrow Deposit, as Purchaser from time to time directs in writing, in federally insured interest bearing bank accounts, certificates of deposit of federally insured financial institutions, treasury bills or other direct federally guaranteed investments or in mutual funds invested primarily in obligations of the type described above. All earnings on and proceeds of investment of the Escrow Deposit shall become part of the Escrow Deposit.

(d) In the event that the Purchaser properly and timely terminates this Contract pursuant to the provisions of Sections **3.04, 3.06 3.07, or 8.01** hereof, then the Title Company shall immediately return the Escrow Deposit, less the Option Fee, together with interest accrued on the Escrow Deposit, to Purchaser, and the Title Company shall immediately pay the Option Fee to Seller.

(e) Seller and Purchaser hereby agree to indemnify and hold harmless Title Company from and against all costs, expenses, claims, liabilities or obligations incurred by the Title Company due to the release to Purchaser by Title Company of the Escrow Deposit (less the Option Fee), together with interest accrued on the Escrow Deposit without the consent or authorization of Seller in the event that Purchaser properly and timely terminates this Contract pursuant to the provisions of Sections **3.04, 3.06, 3.07 or 8.01** hereof.

(f) Seller and Purchaser agree that the Conditions of Escrow attached hereto and incorporated herein as **Exhibit "D"** shall govern the Title Company's escrow obligations under this Contract and the parties' respective rights with respect to escrow functions to be provided by the Title Company.

ARTICLE VII
REPRESENTATIONS

7.01. As a material inducement to the Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of execution of this Contract and through the date of the Closing as follows:

(a) Seller has not received any written notice of, and Seller does not have any knowledge of, any pending or threatened condemnation, litigation, suit, assessment, or similar proceeding affecting the Property or any part thereof;

(b) Seller has not received any written notice of, and has no knowledge of, any violation of any restrictive covenant, or any ordinance, regulation, law or statute of any governmental agency, pertaining to the Property, and to Seller's knowledge, Seller is not in default with respect to any order or decree of any court or of any governmental agency or instrumentality;

(c) Seller is fully authorized to sell the Property without the joinder of any other person or entity and at Closing will have good and indefeasible fee simple title to the Property free of any liens, security interests, exceptions, conditions, mineral reservations or leases, or encumbrances except as will be disclosed in the Title Commitment;

(d) To Seller's knowledge, there are no parties in possession of any portion of the Property;

(e) To Seller's knowledge, Seller's execution, delivery, and performance of, and compliance with, this Contract will not result in the violation of or constitute a default under any agreement to which the Seller is a party; and

(f) Seller is not aware of the presence or disposal of, on, or with respect to, the Property or any improvements thereon, of any underground storage tank, or of any hazardous

or toxic waste or substances, as defined in or regulated by Federal, State, or local law, rule, regulation, ordinance, or other requirement, including, without limitation, any material, waste or substance which is: (i) petroleum; (ii) asbestos; and (iii) polychlorinated biphenyls. Seller further states that it has no knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and Seller has no reason to believe that such use or disposal has occurred, either during or prior to its ownership of the Property.

7.02 Should Seller receive actual notice, by any means, that the information set forth in **Section 7.01** hereof is not, at any time, true, Seller shall be required to provide Purchaser written notice of the same within five (5) days of Seller's receipt of any such notice or before Closing, whichever is sooner. Should Seller provide Purchaser with no notice contemplated in this **Section 7.02**, then upon Closing, all representations and warranties set forth in **Section 7.02** shall be deemed true and correct and wholly relied upon by Purchaser. If, at any time, Seller provides Purchaser with the notice described in this **Section 7.02**, Purchaser has the absolute right to cancel the Contract, without recourse, and receive all money tendered to date, including the Deposit, within five (5) calendar days of providing Seller notice of same.

7.03 NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE DEED FROM SELLER TO PURCHASER, THE REPRESENTATIONS AND WARRANTIES OF SELLER SHALL SURVIVE THE CLOSING, AND SELLER SHALL INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM ANY BREACH OF SUCH REPRESENTATIONS OR WARRANTIES, INCLUDING THOSE SET FORTH IN THE DEED FOR THE APPLICABLE STATUTORY PERIOD.

ARTICLE VIII
BREACH BY SELLER

8.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and Seller not being in default hereunder or except for a termination of this Contract by Seller or Purchaser pursuant to a right to do so expressly provided for in this Contract, then Seller shall be in default of this Contract, and Purchaser may, as Purchaser's sole and exclusive remedies, either elect to: (a) terminate this Contract and obtain the return of the Escrow Deposit and receive an additional sum from Seller equal to the Escrow Deposit, (b) require Seller to immediately tender the Park Fee Credit to Purchaser; or (c) pursue specific performance of this Contract. The sum equal to the amount of the Deposit is agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The provisions of this Article shall survive the termination of this Contract. Notwithstanding anything in this Contract to the contrary, Seller shall not be in default under this Contract unless: (i) Seller fails to cure any breach of this Contract within thirty (30) calendar days of receipt of written notice of such default from Purchaser; or (ii) if the default cannot be feasibly cured within the thirty (30) calendar days, Seller does not commence curing the same within such thirty (30) calendar days or does not thereafter diligently pursue the cure thereof; provided, however, in no event shall Seller have any longer than forty-five (45) calendar days to cure the default regardless of whether Seller is diligently pursuing the cure of the breach, after Purchaser has given Seller written notice of Seller's breach of this Contract. UNDER NO CIRCUMSTANCES MAY PURCHASER SEEK OR OBTAIN ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FROM SELLER.

ARTICLE IX
BREACH BY PURCHASER

9.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may elect to terminate this Contract and receive and retain the following as liquidated damages for breach of this Contract as its sole and exclusive remedy: (a) the Escrow Deposit, and (b) an amount equal to Seller's Documented Expenses (as defined below) incurred by Seller in constructing the Park Improvements prior to said Purchaser's default. The foregoing amounts are agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The provisions of this Article shall survive the termination of this Contract. As used herein, the term "Documented Expenses" shall mean all construction expenses (but not Seller's overhead or administrative expenses) that Seller has in good faith incurred in the construction of the Park Improvements (but not the Phase 6B Improvements), which are evidenced to Purchaser's reasonable satisfaction by written receipts or invoices therefor, including without limitation, Evidence of Payment(s), and which are evidenced to Purchaser's reasonable satisfaction by associated work product or delivered materials. Notwithstanding anything in this Contract to the contrary, Purchaser shall not be in default under this Contract unless Purchaser fails to cure any breach of this Contract within five (5) business days after Seller has given Purchaser written notice of Purchaser's breach of this Contract. UNDER NO CIRCUMSTANCES MAY SELLER SEEK OR OBTAIN ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FROM PURCHASER.

ARTICLE X
MISCELLANEOUS

Survival of Covenants

(a) The representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties with respect to such representations, warranties, covenants, and agreements, shall survive the Closing and shall not be merged therein.

Notice

(b) (i) Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier to occur of: (A) receipt, if hand delivered, delivered by express delivery service or courier, or delivered by facsimile transmission (with proof of transmission) or (B) two (2) days following the deposit of such written notice in registered or certified mail, return receipt requested, postage prepaid, addressed as first set forth above in this Contract.

(ii) No notice to the Purchaser shall be deemed received by the Purchaser unless, in addition to the requirements of subsection (i) above, a copy of the notice is delivered to Purchaser's legal counsel in the same manner as described in subsection (i) above to the following address:

Abernathy, Roeder, Boyd & Joplin P.C.
Attn: Jared Pace
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Fax No.: (214) 544-4044

(iii) No notice to the Seller shall be deemed received by the Seller unless, in addition to the requirements of subsection (i) above, a copy of the notice is delivered to Purchaser's legal counsel in the same manner as described in subsection (i) above to the following address:

Liechty & McGinnis, LLP
Attn: Hilary Tyson
11910 Greenville Ave., Suite 400
Dallas, Texas 75243
Fax No.: (214) 265-0615

Texas Law to Apply

(c) This Contract shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas, which is the County in which the principal administrative offices of Purchaser are located. It is specifically agreed between the parties hereto that Collin County, Texas is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought and exclusive venue shall lie in Collin County, Texas.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Nondisclosure

(e) Subject to open records laws, neither party shall disclose to any person or entity (other than Seller's and Purchaser's respective attorneys, accountants and employees who have a need to know) the terms of this Contract or the identity of the parties (except as required to fulfill its obligations hereunder) and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

(f) In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(g) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(h) Time is of the essence of this Contract. If any deadline described in this Contract falls on a Saturday, Sunday, or legal holiday, then such deadline shall be automatically extended to the next weekday that is not a legal holiday.

Attorneys' Fees

(i) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(j) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

(k) In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain an Owner's Policy.

Effective Date of Contract

(l) The terms "effective date of this Contract" and "Effective Date" as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties.

Counterpart Execution

(m) To facilitate execution, this Contract may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Contract to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. A facsimile, telecopy, or other reproduction of this Contract may be executed by one or more parties hereto and an executed copy of this Contract may be delivered by facsimile and such execution and delivery shall be considered valid, binding, and effective for all purposes.

Internal Revenue Code Section 6045

(n) Seller and Purchaser hereby acknowledge that the Tax Reform Act of 1986 requires the entity closing the transaction to report the terms of any real estate transaction to the Internal Revenue Service. Seller and Purchaser agree that they will request the escrow agent to be the

closer of the transaction for purposes of Internal Revenue Code Section 6045. Seller hereby agrees to execute and deliver to the escrow agent at Closing any certificates or other documentation required by the escrow agent in order to comply with these requirements.

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:
SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership

By: SHADDOCK DEVELOPMENT COMPANY,
a Texas corporation
Its: General Partner

By: _____
William C. Shaddock, President

Date of Execution: _____

PURCHASER:
CITY OF FRISCO, TEXAS,
a Texas home rule municipality

By: _____
George Purefoy, City Manager

Date of Execution: _____

TITLE COMPANY ACCEPTANCE:

The Title Company acknowledges receipt of the Escrow Deposit, on _____, 2013, at _____(a.m./p.m.) and accepts the Escrow Deposit subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

REUNION TITLE

BY: _____

PRINTED NAME: _____

ADDRESS: 1700 Redbud Blvd., Suite 300
Telephone: (214) 544-4000
Fax No.: (214) 544-4044

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Upland Exhibit
Page 1 of 1

LAND DESCRIPTION

BEING a 5.406 acre tract of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1, Block A, Shaddock Creek Estates Amenity Center as recorded in Cabinet X, Page 588 of the Plat Records of Denton County, Texas and on the southerly line of Bear Creek Lane (a 80 foot right-of-way);

THENCE South 89°59'07" East for a distance of 311.72 feet;

THENCE South 36°09'35" East for a distance of 148.51 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.39 feet and a central angle of 89°59'32", being subtended by a chord of South 46°03'43" East for a distance of 77.78 feet;

THENCE South 53°50'25" West for a distance of 367.67 feet;

THENCE along a curve to the right having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of South 71°47'39" West for a distance of 474.71 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.19 feet and a central angle of 89°47'07", being subtended by a chord of North 09°48'34" East for a distance of 77.64 feet;

THENCE North 00°00'53" East for a distance of 290.38 feet;

THENCE South 89°59'07" East for a distance of 279.10 feet;

THENCE North 00°00'53" East for a distance of 172.40 feet to the POINT OF BEGINNING;

Said property contains 235,491 square feet or 5.406 acres

I:\2006 JOBS\06-070 Cottonwood Creek Improvements\Survey\Word-Doc-legal\UPLAND.doc

LAND DESCRIPTION

BEING a 72.152 acre tract of land in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1137, J. Teal Survey Abstract No. 1265 and the S. Shearer Survey Abstract No. 1232, and being part of that tract of land as described by deed to Shaddock Developers, LTD, as recorded in Instrument No. 2004-124198, Real Property records, Denton County, Texas, said 72.152 acres being more particularly described y metes and bounds as follows;

BEGINNING at the northeasterly corner of Shaddock Creek Estates, Phase 6A as recorded in Cabinet X, Page 295 of the Plat Records of Denton County, Texas and on the westerly right-of-way line of Legacy Drive;

THENCE South 88°47'25" West for a distance of 25.00 feet;

THENCE South 88°47'25" West for a distance of 157.57 feet;

THENCE South 43°28'55" West for a distance of 25.25 feet;

THENCE South 88°27'01" West for a distance of 675.01 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 119.76 feet and a central angle of 124°45'25", being subteaded by a chord of South 26°04'19" West for a distance of 97.46 feet;

THENCE South 01°12'35" East for a distance of 112.84 feet;

THENCE South 88°47'25" West for a distance of 373.00 feet;

THENCE South 01°12'35" East for a distance of 135.00 feet;

THENCE South 88°47'25" West for a distance of 275.39 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 43°47'25" West for a distance of 108.36 feet;

THENCE South 87°53'10" West for a distance of 125.02 feet;

THENCE South 88°47'25" West for a distance of 599.16 feet;

THENCE North 72°02'43" West for a distance of 95.28 feet;

THENCE South 88°47'25" West for a distance of 92.84 feet;

THENCE South 01°12'35" East for a distance of 140.23 feet;

THENCE South 38°35'10" East for a distance of 33.13 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 163.20 feet and a central angle of 170°00'51", being subtended by a chord of South 58°11'23" East for a distance of 109.58 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 185.00 feet;

THENCE South 01°12'35" East for a distance of 113.38 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 46°12'35" East for a distance of 108.36 feet;

THENCE North 88°47'25" East for a distance of 43.38 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE South 35°57'36" East for a distance of 230.24 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 85.31 feet and a central angle of 88°52'06", being subtended by a chord of South 55°15'03" East for a distance of 77.01 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 222.19 feet and a central angle of 38°34'38", being subtended by a chord of South 71°55'26" East for a distance of 218.02 feet;

THENCE North 88°47'25" East for a distance of 13.65 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 364.02 feet;

THENCE South 01°12'35" East for a distance of 137.47 feet;

THENCE North 79°19'19" West for a distance of 65.55 feet;

THENCE South 89°52'44" West for a distance of 716.61 feet;

THENCE North 00°07'14" West for a distance of 162.29 feet;

THENCE North 33°02'34" West for a distance of 225.00 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word Doc legal\Floodway-legal.doc

THENCE North 37°52'34" West for a distance of 310.00 feet;

THENCE North 68°27'34" West for a distance of 285.00 feet;

THENCE South 89°52'46" West for a distance of 895.00 feet;

THENCE North 40°21'34" West for a distance of 600.00 feet;

THENCE North 56°51'50" West for a distance of 360.50 feet;

THENCE South 89°27'27" West for a distance of 200.02 feet;

THENCE North 00°33'14" West for a distance of 398.70 feet;

THENCE North 89°48'17" East for a distance of 95.00 feet;

THENCE North 00°33'07" West for a distance of 141.61 feet;

THENCE North 89°26'53" East for a distance of 147.00 feet;

THENCE South 00°33'07" East for a distance of 5.70 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 132.16 feet and a central angle of 137°40'23", being subtended by a chord of South 34°17'30" East for a distance of 102.58 feet;

THENCE South 68°01'53" East for a distance of 160.83 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 127.65 feet and a central angle of 22°09'50", being subtended by a chord of South 79°06'48" East for a distance of 126.86 feet;

THENCE North 89°48'17" East for a distance of 232.68 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 43.91 feet and a central angle of 05°11'26", being subtended by a chord of South 87°34'07" East for a distance of 43.90 feet;

THENCE South 05°09'28" West for a distance of 120.00 feet;

THENCE along a curve to the right having a radius of 350.00 feet, an arc length of 92.67 feet and a central angle of 15°10'12", being subtended by a chord of South 7°15'25" East for a distance of 92.40 feet;

G:\2006 JOBS\06-078 Cottonwood Creek Improvements\survey\Word Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 1000.00 feet, an arc length of 462.17 feet and a central angle of 26°28'49", being subtended by a chord of South 82°54'44" East for a distance of 458.07 feet;

THENCE North 06°09'08" West for a distance of 120.00 feet;

THENCE along a curve to the left having a radius of 880.00 feet, an arc length of 26.41 feet and a central angle of 01°43'11", being subtended by a chord of North 82°59'18" East for a distance of 26.41 feet;

THENCE along a curve to the right having a radius of 870.00 feet, an arc length of 116.57 feet and a central angle of 07°40'11", being subtended by a chord of North 85°57'58" East for a distance of 116.48 feet;

THENCE North 89°48'17" East for a distance of 727.79 feet;

THENCE South 00°11'43" East for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 360.00 feet;

THENCE North 00°11'43" West for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 141.23 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.50 feet and a central angle of 70°19'15", being subtended by a chord of North 89°51'45" East for a distance of 63.35 feet;

THENCE along a curve to the left having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of North 71°47'39" East for a distance of 474.71 feet;

THENCE North 53°50'25" East for a distance of 367.67 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.39 feet and a central angle of 70°11'55", being subtended by a chord of North 53°50'34" East for a distance of 63.25 feet;

THENCE North 53°50'24" East for a distance of 392.07 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 211.82 feet and a central angle of 25°49'19", being subtended by a chord of North 66°45'04" East for a distance of 210.03 feet;

G:\2006 JOB\506-030 Cottonwood Creek Improvements\survey\Word Doc legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 384.93 feet and a central angle of 66°50'00", being subtended by a chord of North 46°14'44" East for a distance of 363.48 feet;

THENCE South 77°10'16" East for a distance of 141.69 feet;

THENCE along a curve to the left having a radius of 2060.39 feet, an arc length of 504.67 feet and a central angle of 14°02'02", being subtended by a chord of South 05°48'29" West for a distance of 503.41 feet;

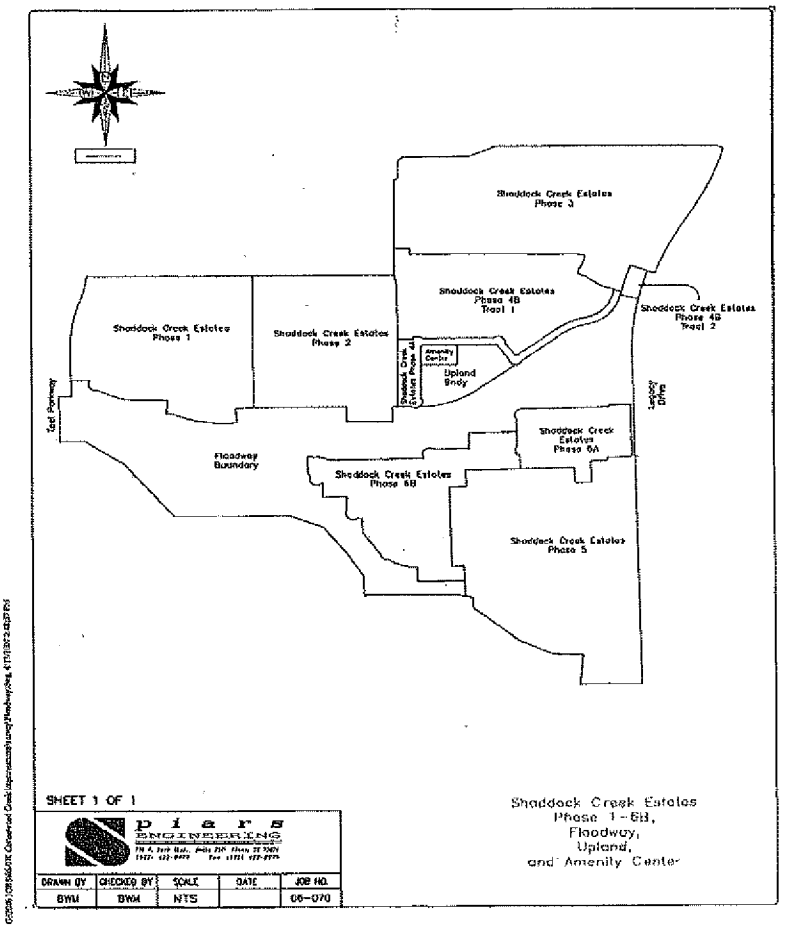
THENCE South 01°12'35" East for a distance of 420.14 feet to the POINT OF BEGINNING;

Said property contains 3,142,921 square feet or 72.152 acres.

G:\2006 JOBS\06-020 Cottonwood Creek Improvements\Survey\Word-Dwg-Legal\Floodway-legal.doc

EXHIBIT "B"

DEPICTION AND DESCRIPTION OF PARENT TRACT



LAND DESCRIPTION

BEING a tract of land out of the S. Shearer Survey, Abstract No. 1232, Denton County, Texas, the J. Teal Survey, Abstract No. 1263, Denton County, Texas, and being part of a 66.721 acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Volume 5050, Page 2026, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a one half inch iron rod found for the northwest corner of said 66.721 acre tract, said point being in the east right-of-way line of Teel Parkway (a variable width right-of-way);

THENCE North 89°48'17" East, a distance of 1286.16 feet leaving the East line of said Teel Parkway along the North line of 66.721 acre tract to a one half inch iron rod set for corner on the North line of the 66.721 acre tract;

THENCE South 00°11'43" East, a distance of 1150.00 feet leaving the North line of the said 66.721 acre tract to a one half iron rod set for corner;

THENCE Southwesterly 116.57 feet along a curve to the left having a radius of 870.00 feet, a central angle of 07°40'36", and a chord bearing of South 85degrees 57'58" West, 116.48 feet to a one half iron rod set for corner;

THENCE Southwesterly 26.41 feet along a curve to the right having a radius of 880.00 feet, a central angle of 01°43'11", and a chord bearing of South 82°59'16" West, 26.41 feet to a one half inch iron rod set for corner;

THENCE South 06°09'09" East, a distance of 120.00 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 462.17 feet along a curve to the right having a radius of 1000.00 feet, a central angle of 26°28'49", and a chord bearing of North 82 degrees 54'44" West, 458.07 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 92.67 feet along a curve to the left having a radius of 350.00 feet, a central angle of 15°10'12", and a chord bearing of North 77°15'26" West, 92.40 feet to a one half inch iron rod set for a corner;

THENCE North 05°09'28" East, a distance of 120.00 feet to a one half inch iron rod set for corner;

THENCE Southwesterly 43.91 feet along a curve to the left having a radius of 470.00 feet, a central angle of 05°21'11", and a chord bearing of North 87°31'08" West, 43.90 feet to a one half inch iron rod set for corner;

THENCE South 89°48'17" West a distance of 232.68 feet to a one half inch iron rod set for corner;

G:\2006\JOBS\06-020 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase1.doc

THENCE Northwesterly 127.65 feet along a curve to the right having a radius of 330.00 feet, a central angle of 22°09'50", and a chord bearing of North 79 degrees 06'48" West, 126.86 feet to a one half inch iron rod set for corner;

THENCE North 68°01'53" West a distance of 160.83 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 132.16 feet along a curve to the right having a radius of 55.00 feet, a central angle of 137°40'23", and a chord bearing of North 34 degrees 17'30" West, 102.58 feet to a one half inch iron rod set for corner;

THENCE North 0°33'07" West a distance of 5.70 feet to a one inch iron rod set for corner;

THENCE South 89°26'53" West a distance of 147.00 feet to one half inch iron rod set for corner in the East right-of-way line of Teel Parkway (a variable width right-of-way);

THENCE along the east line of Teel Parkway as follows:

North 00°32'48" West, 301.76 feet to a one half inch iron rod set for corner;

Northeasterly 362.85 feet along a curve to the left having a radius of 982.01 feet, a central angle of 21°23'19", and a chord bearing of North 10° 08'32" East, 360.75 feet to a one half inch iron rod set for corner;

North 20°50'11" East, 16.78 feet to one half inch iron rod found for corner;

Northeasterly 241.63 feet along a curve to the left having a central angle of 11° 56'05", an a chord bearing of North 14°52'04" East, 241.19 feet to the POINT OF BEGINNING and containing 35.937 acres of land.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Ward-Bno-legal\plat-legal-Phase1.doc

LAND DESCRIPTION

Being a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103, J. Teal Survey, Abstract Number 1263, and the S. Shearer Survey, Abstract Number 1232, in the City of Frisco, Denton County, Texas and being part of that tract of land described to Shaddock Developers LTD. recorded in Volume 5050, Page 2026, and C.C.P.N. 02-0038985, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner in the South line of Griffin Parc, Phase 4, an addition to the City of Frisco as recorded in Cabinet U, Page 823, Plat Records, Denton County, Texas, bearing North 89°48'17" East a distance of 142.46 feet from the southwest corner of said Griffin Parc Phase 4;

THENCE North 89°48'17" East, along the south line of said Griffin Parc, Phase 4, a distance of 1107.79 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 10°59'50" East, leaving the south line of said Griffin Parc, Phase 4, a distance of 115.15 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 00°00'53" West a distance of 1036.90 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 37.78 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 00°11'43" East a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 360.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE North 00°11'43" West a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 727.79 feet to a 1/2 inch rod with cap marked "SPIARS ENG" set for corner;

THENCE North 00°11'43" West a distance of 1150.00 feet to the POINT OF BEGINNING and containing 30.817 acres of land, more or less.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal Plat#2.doc

LAND DESCRIPTION

BEING a tract of land out of the J. Rogers Survey, Abstract No. 1103, L. Morrell Survey, Abstract No. 863 and S. Shearer Survey, Abstract No. 1232, Denton County, Texas, and being all of a tract of land described in a deed to Shaddock Developers, LTD., recorded in Volume 5089, Page 759, R.P.R.D.C.T., and being part of a tract of land described in deed to Shaddock Developers, LTD., recorded in Denton County Deed Records 2004-124198 R.P.R.D.C.T., and all of a 1.701 acre tract of land described to the City Of Frisco as a Special Warranty Deed, recorded in Volume 4814, Page 1784, Denton County Deed Records, and part of a Right-of-way deed described to the City of Frisco, recorded in Denton County Deed Records 2004-63823, and more particularly described as follows:

BEGINNING at a one-half inch iron rod found on the West line of Legacy Drive (120' right-of-way), said point being the southeast corner Griffin Parc, Phase 1, an addition to the City Of Frisco recorded in Cabinet T, Page 321, D.R.D.C.T. and the northeast corner of a Special Warranty Deed, conveyed to the City Of Frisco, recorded in Volume 4814, Page 1784 D.R.D.C.T.;

THENCE South 73 degrees 48 minutes 53 seconds East, a distance of 60.00 feet along the South line of said Legacy Drive to a one-half inch iron rod set for corner on the North line of the 66.721 acre tract;

THENCE Southwesterly leaving the south line of said Legacy Drive, and along the West line of said Legacy Drive, 558.03 feet along a curve to the right having a radius of 2000.00 feet, a central angle of 15 degrees 59 minutes 11 seconds, and a chord bearing of South 24 degrees 11 minutes 26 seconds West, 556.22 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 11 minutes 01 seconds West, continuing along the West line of said Legacy Drive, a distance of 239.70 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly 425.83 feet continuing along the West line of said Legacy Drive, along a curve to the left having a radius of 2000.00 feet, a central angle of 12 degrees 11 minutes 57 seconds, and a chord bearing of South 26 degrees 05 minutes 02 seconds West, 425.03 feet to a one-half inch iron rod set for corner;

THENCE North 70 degrees 00 minutes 56 seconds West, leaving said West line of Legacy Drive, a distance of 201.70 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly 240.10 feet along a curve to the left having a radius of 2201.70 feet, a central angle of 06 degrees 14 minutes 54 seconds, and a chord bearing of South 16 degrees 51 minutes 38 seconds West, 239.98 feet to a one-half inch iron rod set for corner;

THENCE North 76 degrees 15 minutes 41 seconds West a distance of 60.00 feet to a one-half inch iron rod set for corner;

G:\2005 JOBS\05-078 Cottonwood Creek Improvements\Survey\Word-Doc-legal\plat-legal-Phase3.doc

THENCE North 30 degrees 45 minutes 25 seconds West a distance of 14.24 feet to a one-half inch iron rod set of corner;

THENCE North 75 degrees 22 minutes 37 seconds West a distances of 40.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 140.90 feet along a curve to the right having a radius of 325.00 feet, a central angle of 24 degrees 50 minutes 21 seconds, and a chord bearing of North 62 degrees 57 minutes 27 seconds West, 139.80 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 126.06 feet along a curve to the left having a radius of 275.00 feet, a central angle of 26 degrees 15 minutes 54 seconds, and a chord bearing of North 63 degrees 40 minutes 13 seconds West, 124.96 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 11 minutes 50 seconds East a distance of 50.00 feet to a one-half inch iron rod set for corner;

THENCE North 61 degrees 43 minutes 32 seconds East a distance of 14.78 feet to a one-half inch iron rod set for corner;

THENCE North 19 degrees 22 minute 19 seconds East a distance of 97.86 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 48 minutes 02 seconds East a distance of 15.69 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 57.34 feet along a curve to the left having a radius of 191.00 feet, a central angle of 17 degrees 11 minutes 58 seconds, and a chord bearing of North 81 degrees 23 minutes 08 seconds West, 57.12 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 07 seconds West a distance of 1307.12 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 00 minutes 53 seconds East a distance of 48.86 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 07 seconds West a distance of 120.00 feet to a point on the East line of Griffin Parc, Phase 4 an addition to the City Of Frisco recorded in Cabinet U, Page 823, D.R.D.C.T., to a one-half inch iron rod set for corner;

THENCE along the east line of said Griffin Parc, Phase 4 as follows:

North 00 degrees 00 minutes 53 seconds East a distance of 602.51 feet to a one-half inch iron rod found for corner;

G:\3805 JOBS\06-070 Cottonwood Creek Improvements\Survey\Word-Doc-legal\plat-legal-Phase3.doc

North 66 degrees 59 minutes 38 seconds East a distance of 32.60 feet to a one-half inch iron rod set for corner;

North 00 degrees 00 minutes 53 seconds East a distance of 147.40 feet to a one-half inch iron rod found for corner;

North 44 degrees 44 minutes 10 seconds East a distance of 56.83 feet to a point on the south line of said Griffin Parc, Phase 1, a one-half inch iron rod found for corner;

THENCE along the south line of said Griffin Parc, Phase 1 as follows:

North 89 degrees 27 minutes 26 seconds East a distance of 510.72 to a one-half inch iron rod found for corner;

North 67 degrees 07 minutes 03 seconds East a distance of 225.90 feet to a one-half inch iron rod found for corner;

South 89 degrees 53 minutes 21 seconds East a distance of 1722.38 feet to the POINT OF BEGINNING with the subject tract containing 2,276,954.361 square feet or 52.278 acres of land.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\Survey\Word Doc-legal\plat-legal-Phase3.doc

LAND DESCRIPTION

BEING a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103, and J. Teal Survey, Abstract Number 1263, in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of Shaddock Creek Estates Phase 2, an addition to the City of Frisco, as recorded in Cabinet W, Page 767, Plat Records, Denton County, Texas and said point being on the South Line of Shaddock Creek Lane, (a 60' wide right-of-way);

THENCE North 00°00'53" East a distance of 886.44 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 120.00 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 00°00'47" East a distance of 23.39 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 60.00 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 44°59'01" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;;

THENCE South 89°59'07" East a distance of 553.22 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 63°04'21" East, 103.53 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 140°30'33", a radius of 55.00 feet, and an arc length of 134.88 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 36°09'35" East a distance of 127.54 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 81°09'35" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 53°50'25" East a distance of 398.69 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 66°45'04" East, 236.85 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legs\Splat-legal-Phase4A.doc

THENCE in a Northeasterly direction along said curve to the right having a central angle of 25°49'20", a radius of 530.00 feet, and an arc length of 238.86 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the left whose chord bears North 46°14'44" East, 297.39 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 66°50'00", a radius of 270.00 feet, and an arc length of 314.94 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 13°15'36" East, 35.88 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 00°54'33", a radius of 2261.70 feet, and an arc length of 35.88 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" found for corner on the West line of Powder Horn Lane, (a 60' wide right-of-way), said point also on the Southerly line of Shaddock Creek Estates Phase 3, an addition to the City of Frisco, as recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas;

THENCE South 76°15'41" East a distance of 60.00 feet to the a 1/2 inch iron rod with cap marked "Spiars Eng" found for corner on the East line of said Powder Horn Lane, and a Southeasterly line of said Shaddock Creek Estates Phase 3; and the beginning of a curve to the left whose chord bears South 13°15'34" West, 34.93 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 00°54'32", a radius of 2201.70 feet, and an arc length of 34.93 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 46°14'44" West, 363.48 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 66°50'00", a radius of 330.00 feet, and an arc length of 384.93 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the left whose chord bears South 66°45'04" West, 210.03 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 25°49'19", a radius of 470.00 feet, and an arc length of 211.82 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 53°50'25" West a distance of 392.07 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 81°09'36" West, 108.36 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 160°11'37", a radius of 55.00 feet, and an arc length of 153.78 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 36°09'35" West a distance of 148.51 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

G:\2006 JOBS\06-079 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-PhaseIA.doc

THENCE North 89°59'07" West a distance of 520.81 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;;

THENCE South 45°00'59" West a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 00°00'53" West a distance of 452.78 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 44°58'13" West, 108.35 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 160°06'20", a radius of 55.00 feet, and an arc length of 153.69 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°48'17" West a distance of 103.45 feet to the POINT OF BEGINNING and containing 5.096 acres of land, more or less.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\Survey\Word-Ppt-Legal\Plat-legal-Phase4A.doc

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being part of a 200.715-acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Denton County File Number 2004-124198, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the westerly line of Stone House Lane (60 foot right of way) on the Northeast corner of Lot 21, Block M of Shaddock Creek Estates Phase 4A, recorded in Cabinet W, Page 760, Plat Records, Denton County, Texas;

THENCE North 89°59'07" West, along the northerly line of said Shaddock Creek Estates Phase 4A, a distance of 120.00 feet to a 1/2 inch iron rod found for corner in the easterly line of Shaddock Creek Estates Phase 2 recorded in Cabinet W, Page 767, Plat Records, Denton County, Texas;

THENCE North 00°00'53" East, along said easterly line of Shaddock Creek Estates Phase 2, a distance of 450.39 feet to a 1/2 inch iron rod found for a corner;

THENCE North 10°59'59" West, continuing along said easterly line of Shaddock Creek Estates, a distance of 135.15 feet to a 1/2 inch iron rod found for the southeast corner of Griffin Pare Phase 4, recorded in Cabinet U, Page 823, Plat Records, Denton County, Texas;

THENCE North 00°00'53" East, along the easterly of said Griffin Pare Phase 4, a distance of 229.90 feet to a 1/2 inch iron rod found for the southwest corner of Shaddock Creek Estates Phase 3, recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas;

THENCE along the southerly line of said Shaddock Creek Estates Phase 4 as follows:

South 89°59'00" East a distance of 120.00 feet to a 1/2 inch iron rod found for corner;

South 00°00'53" West, a distance of 48.86 feet to a 1/2 inch iron rod found for corner;

South 89°59'07" East, a distance of 1307.12 feet to a 1/2 inch iron rod found at the beginning of a curve to right whose chord bears South 81°23'08" East, a distance of 57.12 feet found for corner;

In a Southeasterly direction along said curve to the right having a central angle of 17°11'58", a radius distance of 191.00 feet and an arc distance of 57.34 feet;

South 00°48'02" West, a distance of 15.69 feet to a 1/2 inch iron rod found for corner;

South 19°22'19" West, a distance of 97.86 feet to a 1/2 inch iron rod found for corner;

South 61°43'32" West, a distance of 14.78 feet to a 1/2 inch iron rod found for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase4B.doc 1

South 13°11'50" West, a distance of 50.00 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to right whose chord bears South 63°40'13" East, a distance of 124.96 feet found for corner;

In a Southeasterly direction along said curve to the right having a central angle of 26°15'52", a radius distance of 275.00 feet and an arc distance of 126.06 feet to a one half inch iron rod found at the beginning of a curve to left whose chord bears South 62°57'27" East, a distance of 139.80 feet found;

In a Southeasterly direction along said curve to the left having a central angle of 24°50'17", a radius distance of 325.00 feet and an arc distance of 140.90 feet to a 1/2 inch iron rod found;

South 75°22'37" East, a distance of 40.14 feet to a 1/2 inch iron rod found for corner;

South 30°45'25" East, a distance of 14.24 feet to a 1/2 inch iron rod found for the most easterly northwest corner of aforementioned Shaddock Creek Estates Phase 4A, and being the northwesterly line of Powder Horn Lane (60 foot right of way) and being the beginning of a curve to the right whose chord bears South 13 degrees 15 minutes 36 seconds West, a distance of 35.88 feet;

THENCE along the northerly line of Shaddock Creek Estates Phase 4A and the northwesterly right of way line of said Powder Horn Lane as follows:

In a Southwesterly direction along said curve to the right having a central angle of 00 degrees 54 minutes 33 seconds, a radius distance of 2261.70 feet an arc distance of 35.89 feet to a 1/2 inch iron rod found at the beginning of a curve to right whose chord bears South 46°14'44" West, a distance of 297.39 feet found;

In a Southwesterly direction along said curve to the right having a central angle of 66°50'00", a radius distance of 270.00 feet and an arc distance of 314.94 feet to a 1/2 inch iron rod found at the beginning of a curve to left whose chord bears South 66°45'04" West, a distance of 236.84 feet found for corner;

In a Southwesterly direction along said curve to the left having a central angle of 25°49'19", a radius distance of 530.00 feet and an arc distance of 238.86 feet to a 1/2 inch iron rod found;

South 53°50'25" West, a distance of 398.70 feet to a 1/2 inch iron rod found for corner;

North 81°09'35" West, a distance of 14.14 feet to a 1/2 inch iron rod found for corner;

North 36°09'35" West, a distance of 127.54 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to left whose chord bears North 63°04'21" West, a distance of 103.53 feet;

In a Northwesterly direction along said curve to the left having a central angle of 140°30'33", a radius distance of 55.00 feet and an arc distance of 134.88 feet to a 1/2 inch iron rod found for corner;

North 89°59'07" West, a distance of 553.22 feet to a 1/2 inch iron rod found for corner;

North 44°59'01" West, a distance of 14.14 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°59'07" West, a distance of 69.00 feet to a 1/2 inch iron rod found for corner in the aforementioned westerly line of Stone House Lane;

THENCE South 00°00'47" West, along the said westerly line of Stone House Lane, a distance of 23.39 feet to the POINT OF BEGINNING and containing a computed area of 25.653 acres or 1,117,492 square feet of land.

TRACT 2

BEING a 0.8659 acre tract of land situated in A. ROGERS SURVEY, ABSTRACT NO. 1117, County of Denton, Texas and being part of a tract of land described in a Shaddock Developers, LTD. recorded in County Clerk's No. 2004-124198, Real Property Records, Denton County, Texas being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with cap stamped "SPIARSENG" in the westerly right of way line of Legacy Drive (120 foot right of way) recorded in Volume 5418, Page 979, Deed Records, Denton County, Texas and being the southeast corner of Shaddock Creek Estates Phase 3 recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas and the beginning of a curve to the left whose chord bears South 16 degrees 24 minutes 22 seconds West for a distance of 257.17 feet;

THENCE in a southwesterly direction along said westerly right of way line of Legacy Drive and curve to the left having a central angle of 07 degrees 09 minutes 26 seconds, a radius of 2060.00 feet, an arc distance of 257.33 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 77 degrees 10 minutes 16 seconds West, depart said right of way line of Legacy Drive, a distance of 141.69 feet to a City of Frisco Monument found for corner and the beginning of a curve to the right whose chord bears North 13 degrees 15 minutes 34 seconds East a distance of 34.93 feet;

THENCE in a northeasterly direction along said curve to the right having a central angle of 00 degrees 54 minutes 32 seconds, a radius of 2201.70 feet, an arc distance of 34.93 feet to a 1/2 inch iron rod found with cap stamped "SPIARSENG" for corner and the beginning of a compound curve to the right whose chord bears North 16 degrees 51 minutes 38 seconds East a distance of 239.98 feet;

THENCE in a northeastorly direction along said curve to the right having a central angle of 06 degrees 14 minutes 54 seconds, a radius of 2201.70 feet, an arc distance of 240.10 feet to a 1/2 inch iron rod found with cap stamped "SPIARSENG" for corner;

THENCE South 70 degrees 00 minutes 56 seconds East a distance of 141.70 feet to the POINT OF BEGINNING and containing a computed area of 0.8659 acres or 37,717 square feet of land.

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being part of a 200.715 acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Collin County File Number 2004-124198, D.R.D.C.T., and more particularly described as follows:

BEGINNING at a one half inch iron rod found on the West line of Legacy Drive (120' right-of-way), as recorded in Volume 4753, Page 1708, R.P.R.D.C.T., said point being the Northeast corner of FLCT Ltd. ET Al, tract recorded in Volume 4753, Page 1708 R.P.R.D.C.T.;

THENCE North 89°42'43" West, along North line of said FLCT Ltd ET AL, a distance of 482.07 feet, to a point on the East line of King's Garden Phase 3, an addition to the City Of Frisco as recorded in Cabinet V, Page 1, R.P.D.C.T., a one half inch iron rod found for corner;

THENCE North 5°15'59" East, along said line of King's Garden Phase 3, a distance of 255.70 feet along to a one half inch iron rod found for corner;

THENCE North 87°50'24" West a distance of 241.37 feet, to a one half inch iron rod found for corner;

THENCE North 64°57'04" West a distance of 287.80 feet, to a one half inch iron rod found for corner;

THENCE North 51°0'04" West a distance of 456.70 feet, to a one half inch iron rod found for corner;

THENCE North 0°13'30" East a distance of 87.39 feet, to a one half inch iron rod found for corner;

THENCE North 79°19'19" West a distance of 62.92 feet, to a one half inch iron rod found for corner;

THENCE North 1°12'35" West, leaving said North line of King's Garden Phase 3, a distance of 267.47 feet, to a one half inch iron rod set for corner;

THENCE South 88°47'25" West a distance of 97.02 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 695.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 130.00 feet, to a one half inch iron rod set for corner;

G:\2005 JOBS\05-070 Cottonwood Creek Improvements\Survey\Word-Doc-Jpg\Splat-Legal-Plats\Plat5.doc

THENCE North 1°12'35" West a distance of 45.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 350.02 feet, to a one half inch iron rod set for corner;

THENCE South 1°12'35" East a distance of 120.00 feet, to a one half inch iron rod set for corner;

THENCE South 46°12'35" East a distance of 14.14 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 120.00 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 185.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 130.00 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 28.74 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 175.00 feet, to a one half inch iron rod set for corner;

THENCE North 43°47'25" East a distance of 21.21 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 447.68 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East, to a point on said West line of Legacy Drive a distance of 25.00 feet, to a one-half inch iron rod set corner;

THENCE South 1°12'35" East, along said West line of Legacy Drive a distance of 2360.28 feet, to a one half inch iron rod found for corner at the beginning of a curve to the left whose chord bears South 02°33'29" East, 96.97 feet;

THENCE in a Southerly direction along said curve to the left having a central angle of 02°41'51", a radius of 2060.00 feet, and an arc length of 96.98 feet to the POINT OF BEGINNING and containing 52.398 acres of land, more or less;

OA2006 JOBS\65-079 Cottonwood Creek Improvements\survey\Word-Doc-legs\plat-legal-Phase5.doc

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being part of a 200.715-acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Denton County File Number 2004-124198, R.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a one half inch iron rod found on the West line of Legacy Drive (120 foot wide right-of-way), as recorded in Volume 5418, Page 979, P.R.D.C.T., said point being the Northeast corner of Shaddock Creek Estates Phase 5, an addition to the City of Frisco, as recorded in Cabinet W, Page 732, Plat Records, Denton County, Texas, R.P.R.D.C.T.;

THENCE South 88°47'25" West, along Northerly line of said Shaddock Creek Estates Phase 5, a distance of 25.00 feet to a one half inch iron rod found for corner at the POINT OF BEGINNING;

THENCE along the Northerly line of said Shaddock Creek Estates Phase 5, the following courses and distances, to wit:

THENCE South 01°12'35" East, a distance of 447.68 feet to a one half inch iron rod found for corner;

THENCE South 43°47'25" West, a distance of 21.21 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 175.00 feet to a one half inch iron rod found for corner;

THENCE South 01°12'35" East, a distance of 28.74 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 130.00 feet to a one half inch iron rod found for corner;

THENCE South 01°12'35" East, a distance of 185.00 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 120.00 feet to a one half inch iron rod found for corner;

THENCE North 46°12'35" West, a distance of 14.14 feet to a one half inch iron rod found for corner;

THENCE North 01°12'35" West, a distance of 120.00 feet to a one half inch iron rod found for corner;

G:\2006 JOBS\06-050 Cottonwood Creek Improvements\Survey\Word-Doc-legal\plat-legal-Phase6A.doc

THENCE South 88°47'25" West, a distance of 425.01 feet to a one half inch iron rod found for corner;

THENCE North 01°12'35" West, leaving the Northerly line of said Shaddock Creek Estates Phase 5, a distance of 130.00 feet to a one half inch iron rod with cap marked "SPIARS ENG RPLS", set for corner;

THENCE South 88°47'25" West, a distance of 25.99 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 01°12'35" West, a distance of 60.00 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 43°47'25" East, a distance of 14.14 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 01°12'35" West, a distance of 237.84 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner at the beginning of a curve to right whose chord bears North 26°04'19" East, a distance of 97.46 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 124°45'25", a radius distance of 55.00 feet and an arc distance of 119.76 feet

THENCE North 88°27'01" East, a distance of 675.01 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 43°28'55" East, a distance of 25.25 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 88°47'25" East, a distance of 157.57 feet to the POINT OF BEGINNING and containing 10.704 acres of land, more or less;

C:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6A.doc

LAND DESCRIPTION

BEING a 31.2474-acre tract of land situated in A. ROGERS SURVEY, ABSTRACT NO. 1117, and J. TEAL SURVEY, ABSTRACT NO. 1263, County of Denton, Texas being and being part of tract of land described in deed to Shaddock Developers, LTD., recorded in County Clerk No. 2004-124198, Real Property Records, Denton County, Texas and more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the westerly right of way line of Mountain Laurel Lane (60 foot right of way), and being the northeast corner of Lot 4, Block E, of the Shaddock Creek Estates Phase 5 recorded in Cabinet W, Page 732, Plat Records, Denton County, Texas;

THENCE along the westerly line of said Shaddock Creek Estates Phase 5 as follows:

South 88 degrees 47 minutes 25 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 695.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 88 degrees 47 minutes 25 seconds East a distance of 97.02 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 267.47 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the northerly line of King's Garden Phase 3 recorded in Cabinet V, Page 1, Plat Records, Denton County, Texas;

THENCE North 79 degrees 19 minutes 19 seconds West, along said northerly line of said King's Garden Phase 3, a distance of 65.55 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 89 degrees 52 minutes 44 seconds West, continuing along said northerly line of said King's Garden Phase 3 and the northerly line of Heather Ridge Estates Phase II-B, recorded in Cabinet V, Page 479, Plat Records, Denton County, Texas, a distance of 716.61 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the westerly line of Heather Ridge Estates Phase II-A recorded in Cabinet U, Page 475, Plat Records, Denton County, Texas;

THENCE North 00 degrees 07 minutes 14 seconds West, along the remainder of said westerly line of Heather Ridge Estates Phase II-A, and being along the northerly line of Heather Ridge Estates Phase IV, Cabinet D, Page 783, Plat Records, Denton County, Texas, a distance of 162.29 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE along said northerly line of Heather Ridge Estates Phase 4 as follows:

North 33 degrees 02 minutes 34 seconds West a distance of 225.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 37 degrees 52 minutes 34 seconds West a distance of 310.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 68 degrees 27 minutes 34 seconds West a distance of 285.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 20 degrees 51 minutes 02 seconds East a distance of 405.09 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 130.31 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 90.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 72 degrees 02 minutes 43 seconds East a distance of 95.28 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 725.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 6.97 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner and being the beginning of a non-tangent curve to the right whose chord bears North 43 degrees 47 minutes 25 seconds East for a distance of 108.36 feet;

THENCE in a northeasterly direction along said curve to the right having a central angle of 160 degrees 11 minutes 37 seconds, a radius of 55.00 feet, an arc distance of 153.77 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 338.38 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 270.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 60.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

G:\2005\2005006-070 Cottonwood Creek Improvements\Survey\Word-Doc-legal\plat-legal-Phase6B.doc

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 30.02 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 89.46 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the westerly right of way line of Lockspur Lane (60 foot right of way) and being the beginning of a non-tangent curve to the left whose chord bears South 18 degrees 45 minutes 29 seconds East for a distance of 33.17 feet;

THENCE along said westerly right of way line of Lockspur Lane and the westerly line of Shaddock Creek Estates Phase 6A recorded in Cabinet ____, Page_____, Plat Records, Denton County, Texas as follows:

In a southeasterly direction along said curve to the left having a central angle of 35 degrees 05 minutes 49 seconds, a radius of 55.00 feet, an arc distance of 33.69 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 237.84 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 43 degrees 47 minutes 25 seconds West a distance of 14.14 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 60.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 88 degrees 47 minutes 25 seconds East a distance of 29.99 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East, departing said right of way of Lockspur Lane, a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the northerly line of the aforementioned Shaddock Creek Estates Phase 5;

THENCE South 88 degrees 47 minutes 25 seconds West, along said northerly line of Shaddock Creek Estates Phase 5, a distance of 425.01 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 01 degrees 12 minutes 35 seconds East, continuing along said northerly line of Shaddock Creek Estates Phase 5, a distance of 145.00 feet to the POINT OF BEGINNING and containing a computed area of 31.2474 acres or 1,361,139 square feet of land.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6B.doc

LAND DESCRIPTION

BEING a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod which bears South 49°17'42" West a distance of 2,685.67 feet from the intersection of the south line of Veneto Drive, (a 50 foot wide right-of-way), and the West line of Legacy Drive, (a 50' wide right-of-way), as recorded in Griffin Parc, Phase One, an addition to the City of Frisco, Cabinet T, Page 321, Real Property Records, Denton;

THENCE South 00°00'53" West a distance of 172.40 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 89°59'07" West a distance of 279.10 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 00°00'52" East a distance of 162.40 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 45°00'59" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 269.10 feet to the POINT OF BEGINNING and containing 1.1035 acres of land, more or less.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Amenity.doc

Upland Exhibit
Page 1 of 1

LAND DESCRIPTION

BEING a 5.406 acre tract of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1, Block A, Shaddock Creek Estates Amenity Center as recorded in Cabinet X, Page 588 of the Plat Records of Denton County, Texas and on the southerly line of Bear Creek Lane (a 80 foot right-of-way);

THENCE South 89°59'07" East for a distance of 311.72 feet;

THENCE South 36°09'35" East for a distance of 148.51 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.39 feet and a central angle of 89°59'32", being subtended by a chord of South 46°03'43" East for a distance of 77.78 feet;

THENCE South 53°50'25" West for a distance of 367.67 feet;

THENCE along a curve to the right having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of South 71°47'39" West for a distance of 474.71 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.19 feet and a central angle of 89°47'07", being subtended by a chord of North 09°48'34" East for a distance of 77.64 feet;

THENCE North 00°00'53" East for a distance of 290.38 feet;

THENCE South 89°59'07" East for a distance of 279.10 feet;

THENCE North 00°00'53" East for a distance of 172.40 feet to the POINT OF BEGINNING;

Said property contains 235,491 square feet or 5.406 acres

G:\2006 JOBS\06-070 CityRunwood Creek Improvements\Survey\Word Doc-legals\UPLAND.doc

LAND DESCRIPTION

BEING a 72.152 acre tract of land in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1117, J. Teal Survey Abstract No. 1265 and the S. Shearer Survey Abstract No. 1232, and being part of that tract of land as described by deed to Shaddock Developers, LTD, as recorded in Instrument No. 2004-124198, Real Property records, Denton County, Texas, said 72.152 acres being more particularly described y metes and bounds as follows;

BEGINNING at the northeasterly corner of Shaddock Creek Estates, Phase 6A as recorded in Cabinet X, Page 295 of the Plat Records of Denton County, Texas and on the westerly right-of-way line of Legacy Drive;

THENCE South 88°47'25" West for a distance of 25.00 feet;

THENCE South 88°47'25" West for a distance of 157.57 feet;

THENCE South 43°28'55" West for a distance of 25.25 feet;

THENCE South 88°27'01" West for a distance of 675.01 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 119.76 feet and a central angle of 124°45'25", being subtended by a chord of South 26°04'19" West for a distance of 97.46 feet;

THENCE South 01°12'35" East for a distance of 112.84 feet;

THENCE South 88°47'25" West for a distance of 373.00 feet;

THENCE South 01°12'35" East for a distance of 135.00 feet;

THENCE South 88°47'25" West for a distance of 275.39 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 43°47'25" West for a distance of 108.36 feet;

THENCE South 87°53'10" West for a distance of 125.02 feet;

THENCE South 88°47'25" West for a distance of 599.16 feet;

THENCE North 72°02'43" West for a distance of 95.28 feet;

THENCE South 88°47'25" West for a distance of 92.84 feet;

THENCE South 01°12'35" East for a distance of 140.23 feet;

O:\2006\2006105-120 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE South 38°35'10" East for a distance of 33.13 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 163.20 feet and a central angle of 170°00'51", being subtended by a chord of South 58°11'23" East for a distance of 109.58 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 185.00 feet;

THENCE South 01°12'35" East for a distance of 113.38 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 46°12'35" East for a distance of 108.36 feet;

THENCE North 88°47'25" East for a distance of 43.38 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE South 35°57'36" East for a distance of 230.24 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 85.31 feet and a central angle of 88°52'06", being subtended by a chord of South 55°15'03" East for a distance of 77.01 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 222.19 feet and a central angle of 38°34'38", being subtended by a chord of South 71°55'26" East for a distance of 218.02 feet;

THENCE North 88°47'25" East for a distance of 13.65 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 364.02 feet;

THENCE South 01°12'35" East for a distance of 137.47 feet;

THENCE North 79°19'19" West for a distance of 65.55 feet;

THENCE South 89°52'44" West for a distance of 716.61 feet;

THENCE North 00°07'14" West for a distance of 162.29 feet;

THENCE North 33°02'34" West for a distance of 225.00 feet;

THENCE North 37°52'34" West for a distance of 310.00 feet;

THENCE North 68°27'34" West for a distance of 285.00 feet;

THENCE South 89°52'46" West for a distance of 895.00 feet;

THENCE North 40°21'34" West for a distance of 600.00 feet;

THENCE North 56°51'50" West for a distance of 360.50 feet;

THENCE South 89°27'27" West for a distance of 200.02 feet;

THENCE North 00°33'14" West for a distance of 298.70 feet;

THENCE North 89°48'17" East for a distance of 95.00 feet;

THENCE North 00°33'07" West for a distance of 141.61 feet;

THENCE North 89°26'53" East for a distance of 147.00 feet;

THENCE South 00°33'07" East for a distance of 5.70 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 132.16 feet and a central angle of 137°40'23", being subtended by a chord of South 34°17'30" East for a distance of 102.58 feet;

THENCE South 68°01'53" East for a distance of 160.83 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 127.65 feet and a central angle of 22°09'50", being subtended by a chord of South 79°06'48" East for a distance of 126.86 feet;

THENCE North 89°48'17" East for a distance of 232.68 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 43.91 feet and a central angle of 05°11'26", being subtended by a chord of South 87°31'07" East for a distance of 43.90 feet;

THENCE South 05°09'28" West for a distance of 120.00 feet;

THENCE along a curve to the right having a radius of 350.00 feet, an arc length of 92.67 feet and a central angle of 15°10'12", being subtended by a chord of South 77°15'25" East for a distance of 92.40 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 1000.00 feet, an arc length of 462.17 feet and a central angle of 26°28'49", being subtended by a chord of South 82°54'44" East for a distance of 458.07 feet;

THENCE North 06°09'08" West for a distance of 120.00 feet;

THENCE along a curve to the left having a radius of 880.00 feet, an arc length of 26.41 feet and a central angle of 01°43'11", being subtended by a chord of North 82°59'18" East for a distance of 26.41 feet;

THENCE along a curve to the right having a radius of 870.00 feet, an arc length of 116.57 feet and a central angle of 07°40'11", being subtended by a chord of North 85°57'58" East for a distance of 116.48 feet;

THENCE North 89°48'17" East for a distance of 727.79 feet;

THENCE South 00°11'43" East for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 360.00 feet;

THENCE North 00°11'43" West for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 141.23 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.50 feet and a central angle of 70°19'15", being subtended by a chord of North 89°51'45" East for a distance of 63.35 feet;

THENCE along a curve to the left having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of North 71°47'39" East for a distance of 474.71 feet;

THENCE North 53°50'25" East for a distance of 367.67 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.39 feet and a central angle of 70°11'55", being subtended by a chord of North 53°50'34" East for a distance of 63.25 feet;

THENCE North 53°50'24" East for a distance of 392.07 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 211.82 feet and a central angle of 25°49'19", being subtended by a chord of North 66°45'04" East for a distance of 210.03 feet;

G:\2006\06B396-020 Cottonwood Creek Improvements\Survey\Word Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 384.93 feet and a central angle of 66°50'00", being subtended by a chord of North 46°14'44" East for a distance of 363.48 feet;

THENCE South 77°10'16" East for a distance of 141.69 feet;

THENCE along a curve to the left having a radius of 2060.39 feet, an arc length of 504.67 feet and a central angle of 14°02'02", being subtended by a chord of South 05°48'29" West for a distance of 503.41 feet;

THENCE South 01°12'35" East for a distance of 420.14 feet to the POINT OF BEGINNING;

Said property contains 3,142,921 square feet or 72.152 acres.

G:\2006\2005\06-009 Cottonwood Creek Improvements\Survey\Word-Doc-Legal\Floodway-legal.doc

EXHIBIT "C"

DESCRIPTION OF THE PARK IMPROVEMENTS, SPECIFICATIONS AND ESTIMATED CONSTRUCTION COSTS

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

Client: Bill Shaddock *Shaddock Companies*	*Client: Dudley Raymond* *City of Frisco Parks & Rec.*
By: Leonard W. Reeves RLA, ASLA *Studio 13 Design Group, PLLC* Studio 13 Project # FRI005	*Date:* *05/17/2012*

Project Summary		
A.	Earthwork	$465,000.00
B.	Hardscape Improvements	$750,650.00
C.	Site Amenities	$149,400.00
D.	Softscape Improvements	$459,575.00
E.	Irrigation Improvements	$294,075.00
F.	Pumps & Fountains	$13,500.00
G.	Misc. Utilities	$295,000.00
I.	Contingencies	$242,720.00
	Project Grand Total:	**$2,669,920.00**

Page 1 of 3

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

A. Earthwork

	Qty	Unit	Description	Unit Price	Total
1	160,000	CY	Pond Excavation & Haul	$2.25	$360,000.00
2	1	LS	Trail Grading	$30,000.00	$30,000.00
3	1	LS	Fine/Finish Grading	$25,000.00	$25,000.00
4	1	LS	Erosion Control	$50,000.00	$50,000.00
				Section A - Earthwork:	**$465,000.00**

B Hardscape Improvements

	Qty	Unit	Description	Unit Price	Total
1	75,000	SF	12' width x 6" depth Concrete Trail	$2.85	$213,750.00
2	20,000	SF	10' and 6' width x 6" depth Concrete Trail	$2.85	$57,000.00
3	1,500	SY	Concrete Parking Lot	$38.00	$57,000.00
4	1,500	SY	Lime Stabilization	$3.00	$4,500.00
5	26	TONS	Lime (34 lbs/sy)	$150.00	$3,900.00
6	5,000	FF	Stone Retaining/Seating	$12.50	$62,500.00
7	600	LF	Misc Hand Rail	$55.00	$33,000.00
8	2	EA	Pedestrian Bridges	$60,000.00	$120,000.00
9	3	EA	Culvert Crossings	$30,000.00	$90,000.00
10	1	EA	Park Entry Feature	$50,000.00	$50,000.00
11	2	EA	Park Monument Signs	$14,500.00	$29,000.00
12	1	LS	Park Sign & Trail Markers	$30,000.00	$30,000.00
				Section B - Hardscape Improvements:	**$750,650.00**

C. Site Amenities

	Qty	Unit	Description	Unit Price	Total
1	8	EA	Pedestrian Bench	$1,500.00	$12,000.00
2	6	EA	Picnic Tables	$1,900.00	$11,400.00
4	1	EA	Drinking Fountain	$4,000.00	$4,000.00
7	1	EA	Pavilion Structures	$65,000.00	$65,000.00
8	2	EA	Nature Viewing Blinds	$10,000.00	$20,000.00
9	12	EA	Steel Bollards	$1,000.00	$12,000.00
10	1	LS	Exercise Equipment	$25,000.00	$25,000.00
				Section C - Site Amenities:	**$149,400.00**

Page 2 of 3

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

D Softscape Improvements

	Qty	Unit	Description	Unit Price	Total
1	145,000	SF	Buffalo Grass Solid Sod	$0.58	$84,100.00
2	300	EA	3" Caliper Canopy Trees	$350.00	$105,000.00
3	150	EA	2" Caliper Ornamental Trees	$275.00	$41,250.00
4	785,000	SF	Native Grass Hydromulch	0.185	$145,225.00
5	3,000	EA	Native Ornamental & Lake Edge Planting (3 gallon)	$28.00	$84,000.00
				Section D - Softscape Improvements:	$459,575.00

E Irrigation Improvements

	Qty	Unit	Description	Unit Price	Total
1	1	LS	Permanent Irrigation System	$110,400.00	$110,400.00
2	1	LS	Temporary Irrigation System	$97,200.00	$97,200.00
3	3	EA	Satellite Irrigation Controller	$9,725.00	$29,175.00
4	2	EA	Irrigation Pump Station	$28,650.00	$57,300.00
				Section E - Irrigation Improvements:	$294,075.00

F Pumps & Fountains

	Qty	Unit	Description	Unit Price	Total
1	3	EA	Compression Aeration System	$4,500.00	$13,500.00
				Section F - Pumps & Fountains:	$13,500.00

G Misc. Utilities

	Qty	Unit	Description	Unit Price	Total
1	1	LS	Electric Service	$100,000.00	$100,000.00
2	1	LS	Water Service	$35,000.00	$35,000.00
3	2	LS	Water Well	$80,000.00	$160,000.00
				Section G - Misc. Utilities:	$295,000.00

Page 3 of 3

EXHIBIT "D"

CONDITIONS OF ESCROW

(a) Title Company is not a party to, and is not bound by, or charged with notice of, any agreement out of which this escrow may arise.

(b) With respect to its escrow obligations, Title Company acts under the Contract as a depository only, and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow, or any part thereof, or for the form or execution thereof, or for the identity or authority of any person executing or depositing it. Title Company will not render investment advice or opinion as to value with respect to the subject matter of this escrow.

(c) In the event Title Company becomes involved in litigation in connection with this escrow, the parties jointly and severally agree, to the extent allowed by law, to indemnify and save Title Company harmless from all loss, cost, damages, expenses and attorneys' fees suffered or incurred by Title Company as a result thereof.

(d) Title Company shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Title Company in good faith believes to be genuine and what it purports to be.

(e) Title Company shall not be liable for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(f) Title Company may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

(g) In the event of any disagreement between the parties to the Contract, or between them or either of any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the escrow, or in the event that Title Company, in good faith, is in doubt as to what action it should take under the Contract, Title Company may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action under the Contract, so long as such disagreement continues or such doubt exists, and in any such event Title Company shall not be or become liable in any way or to any person for its failure or refusal to act, and Title Company shall be entitled to continue so to refrain from acting until: (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction; or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and Title Company shall have been notified thereof in writing signed by all such persons. The rights of Title Company under this paragraph are

cumulative of all other rights which it may have by law or otherwise.

(h) Prior to distributing the subject matter of the escrow, Title Company shall be entitled to payment out of the escrow for all of its costs and expenses (including reasonable fees and expenses of legal counsel) incurred by it in connection with the preparation, operation, administration and enforcement of these conditions of escrow. In the event there are insufficient funds in the escrow to reimburse Title Company in full for its costs and expenses (including reasonable attorneys' fees), Sellers and Purchaser agree to be jointly and severally liable for the payment of said costs and expenses.

(i) Title Company may at any time resign as Title Company hereunder by providing fifteen (15) calendar days' prior written notice of resignation to the parties hereto. Prior to the effective date of the resignation as specified in such notice, Purchaser shall issue to Title Company a written instruction authorizing redelivery of the Deposit to a successor escrow agent that it selects subject to the written consent of Seller, which consent shall not be unreasonably withheld. If no successor escrow agent is named by Purchaser, Title Company may apply to a court of competent jurisdiction for the appointment of a successor escrow agent.

(j) The provisions of this Exhibit "D" above shall survive the resignation or removal of Title Company or the termination of this Contract.

(k) The costs incurred in the resignation of Title Company and appointment of a successor escrow agent shall be borne by Title Company.

REAL ESTATE PURCHASE CONTRACT

STATE OF TEXAS

COUNTY OF DENTON

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is made by and between **SHADDOCK DEVELOPERS, LTD.**, a Texas limited partnership, of 2400 Dallas Parkway, Suite 560, Plano, Texas 75093, Attn: William C. Shaddock, Fax No.: (972) 985-9009 ("Seller") and the **CITY OF FRISCO, TEXAS**, a Texas home rule municipality, of 6101 Frisco Square Blvd., Frisco, Texas 75034, Attn: George Purefoy, City Manager, Fax No.: (972) 292-5122 ("Purchaser"), upon the terms and conditions set forth herein.

ARTICLE I

Property

1.01. Seller hereby agrees to sell and to convey by a special warranty deed ("Deed"), and Purchaser hereby agrees to purchase and to pay for, that certain real estate, and any improvements located thereon that are owned by Seller, being: (i) 5.406± acres of land situated in the J. Rogers Survey, Abstract No. 1103, Frisco, Denton County, Texas, as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference; and (ii) 72.152± acres of land situated in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1117, J. Teal Survey, Abstract No. 1263 and the S. Shearer Survey, Abstract No. 1232, City of Frisco, Denton County, Texas, as more particularly described in **Exhibit "A"**, attached hereto, (collectively, "Real Property"). The legal descriptions set forth in the Survey(s) (hereinafter defined) approved by Purchaser will be automatically incorporated in this Contract as the legal description of the Real Property upon Purchaser's approval thereof or upon expiration of the Feasibility Period, whichever comes first.

Except as otherwise provided in this Contract, Seller also agrees to sell and to convey, and Purchaser hereby agrees to purchase and pay for, all and singular, the rights and appurtenances pertaining to the Real Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property owned by Seller which is situated on and attached to the Real Property, and including one-half (1/2) of Seller's rights to all of the Property's oil, gas, and other minerals, (all of such Real Property described above and the rights and appurtenances described herein being herein collectively referred to as the "Property"), if any, for the consideration and upon the terms and conditions hereinafter set forth.

Seller acknowledges that Purchaser has already expended the sum of $296,635.00 for the design ("Design Payment") of the park improvements plans, entitled "Construction Plans, Park Improvements, Cottonwood Creek Greenbelt Park", prepared by Studio 13 Design Group, PLLC, sealed and dated _____, 2013 ("Park Improvements Plans") to be constructed by Seller on the Property prior to Closing (hereinafter defined). Seller further acknowledges and agrees that Purchaser's payment of the Design Payment has been tendered as partial consideration for Seller's payment of administrative costs, professional fees and any other fees, costs and expenses. Any and all cost overruns, including cost overruns which are costs over and above the amounts set forth in **Exhibit "C"**, attached hereto and incorporated herein for all purposes, related to the construction of the Park Improvements (hereinafter defined) are the sole responsibility of Seller. Seller acknowledges and agrees that it has independently verified the amounts set forth in **Exhibit "C"**, attached hereto, for the construction of the Park Improvements.

The Property will be conveyed to Purchaser at the Closing free and clear of all liens, claims, easements, right-of-way, restrictions, encroachments, mineral reservations and leases,

and encumbrances, except those that either are not objected to or are objected to and not cured and that are subsequently waived pursuant to the Contract or are deemed to be permitted ("Permitted Exceptions").

ARTICLE II
PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price ("Purchase Price") for said Property shall be $2,454,037.00.

Payment of Purchase Price

2.02. The Purchase Price shall be paid by Purchaser as follows:

(a) The Property is a portion of a 324.1978± acre tract ("Parent Tract") of land, which was previously wholly owned by Seller, situated in the S. Shearer Survey, Abstract No. 1232, J. Teal Survey, Abstract No. 1263, J. Rogers Survey, Abstract No. 1103, L. Morrell Survey, Abstract No. 863 and A. Rogers Survey, Abstract No. 1117, City of Frisco, Denton County, Texas, which Parent Tract is more particularly depicted and described in **Exhibit "B"**, attached hereto and incorporated herein. The description of the Parent Tract includes the Property and Phase 6B (hereinafter defined). Of the Parent Tract, Seller currently owns only the Property. Pursuant to the Development Agreement (hereinafter defined), Seller and Master Developers-SNB, LLC, a Texas limited liability company, who is also a party to the Development Agreement, have agreed that all Park Fees (hereinafter defined) assessed on the Parent Tract shall be solely assessed and collected from Phase 6B. At Closing, Purchaser shall credit against the park fees owed on the Parent Tract under the Purchaser's Park Fee Ordinance No. 93-04-04, as amended by Ordinance Nos. 97-01-02, 00-03-31, 01-08-53, 02-09-97 and 04-12-79 (as they exist or may be hereafter amended), the sum of $1,033,000.00 ("Park Fee Credit"). At Closing, Purchaser shall deliver to the Title Company for disbursement to Seller a

written document prepared by and executed by Purchaser evidencing the foregoing Park Fee Credit credited to the Parent Tract.

(b) At Closing, the Escrow Deposit (hereafter defined), constituting a total sum equal to the remainder of the Purchase Price, being the sum of $1,421,037.00, shall be applied toward the Purchase Price payable by Purchaser, and after adjustments for any closing costs and prorations, shall be paid by the Title Company to the Seller.

ARTICLE III
TITLE/SURVEY(S) REVIEW; PURCHASER'S DUE DILIGENCE AND FEASIBILITY PERIOD

3.01. The obligation of Purchaser hereunder to consummate the transaction contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in writing in whole or in part by Purchaser at or prior to the closing).

Preliminary Title Commitment

3.02. On or before fifteen (15) calendar days after the Effective Date, Seller, at Seller's sole cost and expense, shall have caused Reunion Title, 1700 Redbud Blvd., Ste. 300, McKinney, Texas 75069, Attention: Loretta Boddy (tel. no.: 214-544-4025, email: lboddy@reuniontitle.com) ("Title Company") to issue a preliminary title commitment ("Title Commitment"), accompanied by true, correct and legible copies of all recorded documents relating to easements, rights-of-way, and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Seller ("Title Documents").

Survey(s)

3.03. On or before thirty (30) days after the Effective Date, Seller shall cause a plat of survey(s) ("Survey(s)") of the Property to be prepared by a duly licensed Texas land surveyor, at Seller's sole cost and expense, and delivered to the Purchaser, Seller, and the Title Company. The Survey(s) shall be in a form reasonably acceptable to Purchaser and shall be in a form

acceptable to the Title Company in order to allow the Title Company to delete the survey exception (except as to "shortages in area") from the Owner's Title Policy to be issued by the Title Company. The Survey(s) shall be staked on the ground, and the plat shall show the legal description, boundary lines and the location of all improvements, highways, streets and roads (including the right-of-way and pavement widths of each), signal lights, median breaks, curbcuts, railroads, rivers, creeks, or other water courses, fences, flood plain as defined by the Federal Insurance Administration, easements, and rights-of-way on or adjacent to the Property and shall set forth the number of total of square feet comprising the Property.

Review Period

3.04. Purchaser shall have until twenty (20) days after Purchaser's receipt of the Title Documents and the Survey(s) to review the Title Documents and Survey(s) and to deliver in writing to Seller such reasonable objections as Purchaser may have to anything contained in them ("Objection Notice"), and in the event Purchaser states that the condition is not satisfactory, Seller shall undertake commercially reasonable efforts to eliminate or modify all such unacceptable matters to the reasonable satisfaction of Purchaser. Purchaser hereby agrees zoning ordinances, the lien for current taxes, and any items not objected to timely by Purchaser shall hereinafter be deemed to be permitted exceptions ("Permitted Exceptions") and Purchaser shall not be entitled to object to the status of title or the survey(s), or avoid the Closing on account of such Permitted Exceptions. In the event Seller is unable to cure any objections contained in the Objection Notice on or before the expiration of the Feasibility Period, Purchaser may, by written notice delivered on or before the third (3rd) business day following the expiration of the Feasibility Period, terminate this Contract and the Escrow Deposit, less the Option Fee (hereafter defined), shall be forthwith returned by the Title Company to Purchaser, and the Option Fee shall be forthwith paid by the Title Company to Seller. Notwithstanding anything contained herein to

the contrary, if Purchaser does not terminate this Contract prior to the third (3rd) business day following the expiration of the Feasibility Period, then any objections made by Purchaser pursuant to the Objection Notice that Seller has not cured and which are shown on the Survey(s) or the Title Commitment, as same may have been updated as of the expiration of the Feasibility Period, shall be deemed to be waived and Purchaser shall be deemed to have accepted the Property subject to the objections, and all such objections and other matters shown on the Title Commitment and/or Survey(s) shall be deemed to be Permitted Exceptions.

Due Diligence Materials

3.05. On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser any leases or easements in Seller's possession that are not recorded in the official real estate records of the County Clerk of Collin County, Texas, and any materials which Seller might have in its possession or control that relate to the Property ("Due Diligence Materials"), including, without limitation, the following:

(a) copies of any environmental assessments;

(b) copies of any site topographical map and existing reports, studies, or investigations regarding engineering, soils, geotechnical matters, or environmental matters;

(c) ad valorem property tax bills and/or statements for 2008, 2009, 2010, 2011, and 2012 (and future years upon receipt);

(d) any covenants, conditions, and restrictions and related architectural guidelines affecting the subject tract; and

(e) any other written agreements impacting the operation and maintenance of the Property.

If the Property is purchased by Purchaser, all Due Diligence Materials shall thereupon be and become the property of Purchaser without the payment of any additional consideration

therefor. If this Contract is terminated before the Closing, Purchaser will return the Due Diligence Materials to Seller.

Feasibility Period

3.06. Purchaser shall have a period from the Effective Date until forty-five (45) days following the Effective Date, within which to inspect the Property and determine if the same is suitable for Purchaser's intended use ("Feasibility Period"). Purchaser shall have until the third (3rd) business day following the end of the Feasibility Period in which to notify Seller in writing that Purchaser has elected to proceed to Closing, such determination to be made in Purchaser's sole and absolute discretion. The approval of this Contract by Purchaser's City Council shall authorize Purchaser's City Manager, or his designee, to determine whether the Purchaser elects to proceed to Closing, and the Purchaser's notice that it has elected to proceed to Closing may be signed by the Purchaser's City Manager or his designee. Should Purchaser fail to provide such notice to Seller, then this Contract shall terminate and the Escrow Deposit heretofore delivered by Purchaser to the Title Company, save and except the sum of $100.00 which shall be considered non-refundable option money ("Option Fee"), shall be returned to Purchaser, and the Option Fee shall be paid to Seller. In the event Purchaser notifies Seller that Purchaser has elected to proceed to Closing on or before the third (3rd) business day following the end of the Feasibility Period, this Contract shall continue in full force and effect. Seller hereby grants to Purchaser during the Feasibility Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary; provided that Purchaser shall indemnify and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of Purchaser's entry upon or testing of the Property; provided, further, that Purchaser shall be responsible for all damages occasioned to the Property arising out of Purchaser's occupation; and provided further, that, to the extent allowed by law, Purchaser shall indemnify, defend, and hold harmless Seller

and the Property from and against any mechanic's liens or other claims of any nature that may be filed or asserted against the Property or Seller by the contractors, subcontractors, or materialmen performing such work for the Purchaser. Subject to open records laws, all information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of Purchaser's inspection and review of the Property shall be treated as confidential information by Purchaser.

Seller's Compliance with Development Agreement

3.07. Purchaser's obligation to close is strictly contingent upon Seller fully complying with that certain Development Agreement, by and between Seller and Purchaser, dated November 9, 2007, and filed for record under Instrument No. 2008-4010, as amended and restated by that certain Amendment and Restatement of Development Agreement, dated _____, 2013, and filed for record under Instrument No. _____, in the Denton County Land Records (collectively, "Development Agreement"), said Development Agreement being incorporated herein by reference for all purposes. In the event Seller defaults under the Development Agreement and fails to cure such default under applicable cure period provided for in the Development Agreement, then Purchaser shall have the right to terminate this Contract by providing written notice thereof to Seller, in which event the Title Company shall return the Escrow Deposit (less the Option Fee) to Purchaser, and the Title Company shall pay the Option Fee to Seller, and neither party thereafter shall have any further obligation to the other hereunder except as expressly provided herein.

Completion of Phase 6B, the Park Improvements and Phase 6B Improvements

3.08. Purchaser's obligation to close is also strictly contingent on Seller obtaining Final Acceptance (hereinafter defined) of the following on or before eighteen (18) months following the Loan Funding Deadline (hereinafter defined) ("Improvements Deadline"): (i) the

construction and development of Shaddock Estates Phase 6B ("Phase 6B"), as more particularly described in **Exhibit "B"**, attached hereto, to a state where building permits may be issued by the City of Frisco for residential construction within Phase 6B, including but not limited to, the public improvements contained within Phase 6B ("Phase 6B Improvements"); and (ii) the construction and completion of the park improvements on the Property set forth below ("Park Improvements"). The Park Improvements are as follows:

(a) Seller shall, at its sole cost and expense: (i) construct a public twelve foot (12') wide, six inch (6") thick concrete hike and bike trail located within the Property; (ii) construct a public six foot (6') wide, six inch (6") thick concrete hike and bike trail located within the Property; and (iii) provide other park improvements, including earthwork, hardscape, site amenities, softscape, irrigation, fountain, a re-use water line and miscellaneous utilities; and (iv) construct the Park Improvements in accordance with the Park Improvements Plans. Seller is taking the Park Improvements Plans "AS-IS" with any and all latent and patent defects. Seller acknowledges that it is not relying upon the accuracy or completeness of any representation, brochure, rendering, promise, statement or other assertion or information with respect to Park Improvements Plans made or furnished by or on behalf of, or otherwise attributed to Purchaser, or any of its agents, employees or representatives, any and all such reliance being hereby expressly and unequivocally disclaimed, but Seller is relying solely and exclusively upon its own experience and its independent judgment, evaluation and examination of the Park Improvements Plans and underlying documents and circumstances. The Park Improvements will also include digging lakes within the Property, which will generate approximately 150,000 cubic yards of fill material and require temporary and permanent erosion control (collectively, "Off-Site Fill"). The Park Improvements are more particularly described in **Exhibit "C"**, attached hereto.

Purchaser further unequivocally disclaims: (i) the existence of any duty to disclose on the part of Purchaser, or any of its agents, employees or representatives; and (ii) any reliance by Seller on the silence or any alleged nondisclosure of Purchaser, or any of its agents, employees or representatives. Seller takes the Park Improvements Plans under the express understanding that there are no express or implied warranties made in connection with Park Improvements Plans. This provision was freely negotiated and played an important part in the bargaining process for this Contract and the purchase of the Property by Purchaser. Seller has agreed to disclaim reliance on Purchaser and to accept the Park Improvements Plans "As-Is" with full awareness of the Park Improvements Plans prior uses or other matters that could affect their condition, value, suitability or fitness; and Seller confirms that Seller is hereby accepting all risk associated therewith. Seller understands that the disclaimers of reliance and other provisions contained herein could limit any legal recourse or remedy Seller otherwise might have with regard to the Park Improvements Plans or the enforcement of the Contract. Seller acknowledges that it has sought and has relied upon the advice of its own legal counsel concerning this provision.

(b) The Park Improvements shall be: (i) constructed substantially in accordance with all applicable City of Frisco ordinances, requirements, rules and regulations, as they exist or may be amended, the specifications set forth in **Exhibit "C"** and any other plans and specifications reasonably required and approved by the Purchaser's Director of Parks and Recreation, or his designee ("Director"), which are not inconsistent with or materially deviate from the Park Improvements Plans, unless required by any federal and/or state law, regulation, rule and/or requirement, as they exist, may be amended or in the future arising, applicable to parks and/or park improvements; and (ii) constructed and/or installed at the locations approved by the Director, which are not inconsistent with or materially deviate from the Park

Improvements Plans, unless required by any federal and/or state law, regulation, rule and/or requirement, as they exist, may be amended or in the future arising, applicable to parks and/or park improvements.

(c) Seller represents and warrants that the estimated Park Improvements construction costs are Two Million Six Hundred Sixty-Nine Thousand, Nine Hundred Twenty and No/100 Dollars ($2,669,920.00), as more particularly described in **Exhibit "C"** ("Estimated Construction Costs").

(d) The phrase "Final Acceptance" as used above in this Contract shall mean the City of Frisco's final acceptance of Phase 6B, which includes the construction and completion of the Park Improvements and the Phase 6B Improvements in accordance with the City of Frisco's ordinances, requirements, approved plans and specifications, and rules and regulations, as they exist, may be amended or in the future arising. Such Final Acceptance shall be conditioned upon: (i) Seller not being in breach of this Contract or the Development Agreement; (ii) the Park Improvements complying with the terms and conditions set forth herein and the Development Agreement; and (iii) the Phase 6B Improvements complying with the terms and conditions set forth herein and in the Development Agreement. In addition to any other requirements for the City of Frisco's Final Acceptance of the Park Improvements and the Phase 6B Improvements, Seller shall be required to submit to Purchaser written evidence, in a form(s) reasonably acceptable to Purchaser, that all of the construction costs associated with the Park Improvements and the Phase 6B Improvements have been paid in full by Seller. Such evidence may include, but shall not be limited to, Affidavits of Payment/Affidavits as to Debts and Liens, statutory forms of the Unconditional Waiver and Release on Final Payment, and any other evidence reasonably required by City ("Evidence of Payment(s)").

(e) The Purchase Price for the Property shall be reduced by $500.00 for each calendar day beyond the Improvements Deadline that Seller has not achieved completion and Final Acceptance of the Park Improvements and the Phase 6B Improvements. The parties acknowledge that such $500.00 per day reduction of the Purchase Price: (i) constitutes agreed upon and liquidated damages for delay only, and not a penalty; (ii) represents a reasonable and good faith attempt by Seller and Purchaser to ascertain the delay damages that would be suffered by Purchaser in the event of the failure of the Seller to timely complete and obtain Final Acceptance of the Park Improvements and the Phase 6B Improvements; and (iii) shall not prevent Purchaser from pursuing claims for non-delay damages, such as costs to complete defective work.

ARTICLE IV
CLOSING

4.01. The closing ("Closing") of the purchase and sale contemplated by this Contract shall be at the offices of the Title Company on or before the thirtieth (30^{th}) day after the later to occur of the following ("Closing Date"): (i) the expiration of the Feasibility Period; or (ii) the date on which Seller has completed and obtained Final Acceptance of Phase 6B, the Park Improvements and the Phase 6B Improvements.

4.02. At the Closing, Seller shall:

(a) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, mineral reservations and leases, except for the following:

(1) General real estate taxes for the year of Closing and subsequent years not yet due and payable;

(2) One-half (1/2) of the minerals as provided in Section 1.01 of this Contract; and

(3) The Permitted Exceptions;

(b) Deliver to Purchaser, at Seller's sole cost and expense, a Texas Owner's Title Policy issued by the Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy containing a survey exception deletion, except as to shortages in area (such survey exception deletion to be at Seller's expense); and

(c) Deliver to Purchaser possession of the Property.

4.03. At the Closing, Purchaser shall deliver to Seller the written document prepared by and executed by Purchaser evidencing the Park Fee Credit credited to the Parent Tract.

4.04. All state, county, and municipal taxes and assessments, if any, for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted at the Closing, Seller being charged and credited for the same up to and on such date and Purchaser being charged and credited for the same after such date. If the actual amounts to be prorated are not known at Closing, the prorations shall be computed on the basis of the best evidence then available. Because Purchaser is a public entity, all state, county, and municipal taxes for the then current year relating to the Property shall be calculated as of the Closing Date and Seller's share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Tax Code. The provisions of this Section shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:

IF FOR THE CURRENT AD VALOREM TAX YEAR THE TAXABLE VALUE OF THE LAND THAT IS THE SUBJECT OF THIS CONTRACT IS DETERMINED BY A SPECIAL APPRAISAL METHOD THAT ALLOWS FOR APPRAISAL OF THE LAND AT LESS THAN ITS MARKET VALUE, THE PERSON TO WHOM THE LAND IS TRANSFERRED MAY NOT BE ALLOWED TO QUALIFY THE LAND FOR THAT SPECIAL APPRAISAL IN A SUBSEQUENT TAX YEAR AND THE LAND MAY THEN BE APPRAISED AT ITS FULL MARKET VALUE. IN ADDITION, THE TRANSFER OF THE LAND OR A SUBSEQUENT CHANGE IN THE USE OF THE LAND MAY RESULT IN THE IMPOSITION OF AN ADDITIONAL TAX PLUS INTEREST AS A PENALTY FOR THE TRANSFER OR THE CHANGE IN THE USE OF THE LAND. THE TAXABLE VALUE OF THE LAND AND THE APPLICABLE METHOD OF APPRAISAL FOR THE CURRENT TAX YEAR IS PUBLIC INFORMATION AND MAY BE OBTAINED FROM THE TAX APPRAISAL DISTRICT ESTABLISHED FOR THE COUNTY IN WHICH THE LAND IS LOCATED.

4.05. Each party shall pay any attorney's fees incurred by such party. All other costs and expenses of closing the sale and purchase shall be borne and paid as provided in this Contract, or if this Contract is silent, as is usual and customary for real estate transactions in Collin County, Texas.

4.06. Upon Closing, after adjustments for any closing costs and prorations and Seller's expenses, the Escrow Deposit shall be paid by the Title Company to the Seller.

ARTICLE V
REAL ESTATE COMMISSIONS

5.01. Seller and Purchaser each represent to the other that the representing party has not involved any brokers in the negotiation and consummation of this Contract, and to the extent allowed by law, agree to indemnify, defend, and hold the other party harmless from any breach of this representation. The provisions of this Section shall survive the Closing or the termination of this Contract, as applicable.

ARTICLE VI
ESCROW DEPOSIT

6.01. (a) Within five (5) business days after the full execution of this Contract by all parties and for the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser shall deliver to the Title Company, a check or wired funds in the amount of $5,000.00 as the escrow deposit ("Escrow Deposit"), which shall apply toward the Purchase Price at Closing. In the event Purchaser fails to timely deliver the Escrow Deposit to Title Company, this Contract may be terminated by Seller until such time as Purchaser delivers the Escrow Deposit to the Title Company.

(b) Within ninety (90) days following Purchaser's delivery of the Escrow Deposit to the Title Company ("Loan Funding Deadline"), Seller shall be required to provide Purchaser written evidence satisfactory to Purchaser that Seller has successfully closed on a loan from a third-party lender which will provide funds sufficient to pay for the estimated cost of the Park Improvements. If Seller has not delivered to Purchaser such evidence before the expiration of Loan Funding Deadline, Seller may terminate this Contract at any time thereafter, in which event the Escrow Deposit (less the Option Fee) shall be immediately returned to Purchaser by the Title Company.

(c) The Title Company shall deposit the Escrow Deposit into one or more interest bearing accounts as directed in writing by Purchaser. Title Company shall also invest and reinvest the Escrow Deposit, as Purchaser from time to time directs in writing, in federally insured interest bearing bank accounts, certificates of deposit of federally insured financial institutions, treasury bills or other direct federally guaranteed investments or in mutual funds invested primarily in obligations of the type described above. All earnings on and proceeds of investment of the Escrow Deposit shall become part of the Escrow Deposit.

(d) In the event that the Purchaser properly and timely terminates this Contract pursuant to the provisions of Sections **3.04, 3.06 3.07, or 8.01** hereof, then the Title Company shall immediately return the Escrow Deposit, less the Option Fee, together with interest accrued on the Escrow Deposit, to Purchaser, and the Title Company shall immediately pay the Option Fee to Seller.

(e) Seller and Purchaser hereby agree to indemnify and hold harmless Title Company from and against all costs, expenses, claims, liabilities or obligations incurred by the Title Company due to the release to Purchaser by Title Company of the Escrow Deposit (less the Option Fee), together with interest accrued on the Escrow Deposit without the consent or authorization of Seller in the event that Purchaser properly and timely terminates this Contract pursuant to the provisions of Sections **3.04, 3.06, 3.07 or 8.01** hereof.

(f) Seller and Purchaser agree that the Conditions of Escrow attached hereto and incorporated herein as **Exhibit "D"** shall govern the Title Company's escrow obligations under this Contract and the parties' respective rights with respect to escrow functions to be provided by the Title Company.

ARTICLE VII
REPRESENTATIONS

7.01. As a material inducement to the Purchaser to execute and perform its obligations under this Contract, the Seller hereby represents and warrants to the Purchaser as of the date of execution of this Contract and through the date of the Closing as follows:

(a) Seller has not received any written notice of, and Seller does not have any knowledge of, any pending or threatened condemnation, litigation, suit, assessment, or similar proceeding affecting the Property or any part thereof;

(b) Seller has not received any written notice of, and has no knowledge of, any violation of any restrictive covenant, or any ordinance, regulation, law or statute of any governmental agency, pertaining to the Property, and to Seller's knowledge, Seller is not in default with respect to any order or decree of any court or of any governmental agency or instrumentality;

(c) Seller is fully authorized to sell the Property without the joinder of any other person or entity and at Closing will have good and indefeasible fee simple title to the Property free of any liens, security interests, exceptions, conditions, mineral reservations or leases, or encumbrances except as will be disclosed in the Title Commitment;

(d) To Seller's knowledge, there are no parties in possession of any portion of the Property;

(e) To Seller's knowledge, Seller's execution, delivery, and performance of, and compliance with, this Contract will not result in the violation of or constitute a default under any agreement to which the Seller is a party; and

(f) Seller is not aware of the presence or disposal of, on, or with respect to, the Property or any improvements thereon, of any underground storage tank, or of any hazardous

or toxic waste or substances, as defined in or regulated by Federal, State, or local law, rule, regulation, ordinance, or other requirement, including, without limitation, any material, waste or substance which is: (i) petroleum; (ii) asbestos; and (iii) polychlorinated biphenyls. Seller further states that it has no knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and Seller has no reason to believe that such use or disposal has occurred, either during or prior to its ownership of the Property.

7.02 Should Seller receive actual notice, by any means, that the information set forth in **Section 7.01** hereof is not, at any time, true, Seller shall be required to provide Purchaser written notice of the same within five (5) days of Seller's receipt of any such notice or before Closing, whichever is sooner. Should Seller provide Purchaser with no notice contemplated in this **Section 7.02**, then upon Closing, all representations and warranties set forth in **Section 7.02** shall be deemed true and correct and wholly relied upon by Purchaser. If, at any time, Seller provides Purchaser with the notice described in this **Section 7.02**, Purchaser has the absolute right to cancel the Contract, without recourse, and receive all money tendered to date, including the Deposit, within five (5) calendar days of providing Seller notice of same.

7.03 NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, EXCEPT FOR THE WARRANTIES OF SELLER SET FORTH IN THE DEED FROM SELLER TO PURCHASER, THE REPRESENTATIONS AND WARRANTIES OF SELLER SHALL SURVIVE THE CLOSING, AND SELLER SHALL INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM ANY BREACH OF SUCH REPRESENTATIONS OR WARRANTIES, INCLUDING THOSE SET FORTH IN THE DEED FOR THE APPLICABLE STATUTORY PERIOD.

ARTICLE VIII
BREACH BY SELLER

8.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and Seller not being in default hereunder or except for a termination of this Contract by Seller or Purchaser pursuant to a right to do so expressly provided for in this Contract, then Seller shall be in default of this Contract, and Purchaser may, as Purchaser's sole and exclusive remedies, either elect to: (a) terminate this Contract and obtain the return of the Escrow Deposit and receive an additional sum from Seller equal to the Escrow Deposit, (b) require Seller to immediately tender the Park Fee Credit to Purchaser; or (c) pursue specific performance of this Contract. The sum equal to the amount of the Deposit is agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The provisions of this Article shall survive the termination of this Contract. Notwithstanding anything in this Contract to the contrary, Seller shall not be in default under this Contract unless: (i) Seller fails to cure any breach of this Contract within thirty (30) calendar days of receipt of written notice of such default from Purchaser; or (ii) if the default cannot be feasibly cured within the thirty (30) calendar days, Seller does not commence curing the same within such thirty (30) calendar days or does not thereafter diligently pursue the cure thereof; provided, however, in no event shall Seller have any longer than forty-five (45) calendar days to cure the default regardless of whether Seller is diligently pursuing the cure of the breach, after Purchaser has given Seller written notice of Seller's breach of this Contract. UNDER NO CIRCUMSTANCES MAY PURCHASER SEEK OR OBTAIN ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FROM SELLER.

ARTICLE IX
BREACH BY PURCHASER

9.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in this Contract having been satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller may elect to terminate this Contract and receive and retain the following as liquidated damages for breach of this Contract as its sole and exclusive remedy: (a) the Escrow Deposit, and (b) an amount equal to Seller's Documented Expenses (as defined below) incurred by Seller in constructing the Park Improvements prior to said Purchaser's default. The foregoing amounts are agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. The provisions of this Article shall survive the termination of this Contract. As used herein, the term "Documented Expenses" shall mean all construction expenses (but not Seller's overhead or administrative expenses) that Seller has in good faith incurred in the construction of the Park Improvements (but not the Phase 6B Improvements), which are evidenced to Purchaser's reasonable satisfaction by written receipts or invoices therefor, including without limitation, Evidence of Payment(s), and which are evidenced to Purchaser's reasonable satisfaction by associated work product or delivered materials. Notwithstanding anything in this Contract to the contrary, Purchaser shall not be in default under this Contract unless Purchaser fails to cure any breach of this Contract within five (5) business days after Seller has given Purchaser written notice of Purchaser's breach of this Contract. UNDER NO CIRCUMSTANCES MAY SELLER SEEK OR OBTAIN ACTUAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL OR OTHER DAMAGES FROM PURCHASER.

ARTICLE X
MISCELLANEOUS

Survival of Covenants

(a) The representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties with respect to such representations, warranties, covenants, and agreements, shall survive the Closing and shall not be merged therein.

Notice

(b) (i) Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier to occur of: (A) receipt, if hand delivered, delivered by express delivery service or courier, or delivered by facsimile transmission (with proof of transmission) or (B) two (2) days following the deposit of such written notice in registered or certified mail, return receipt requested, postage prepaid, addressed as first set forth above in this Contract.

(ii) No notice to the Purchaser shall be deemed received by the Purchaser unless, in addition to the requirements of subsection (i) above, a copy of the notice is delivered to Purchaser's legal counsel in the same manner as described in subsection (i) above to the following address:

Abernathy, Roeder, Boyd & Joplin P.C.
Attn: Jared Pace
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Fax No.: (214) 544-4044

(iii) No notice to the Seller shall be deemed received by the Seller unless, in addition to the requirements of subsection (i) above, a copy of the notice is delivered to Purchaser's legal counsel in the same manner as described in subsection (i) above to the following address:

Liechty & McGinnis, LLP
Attn: Hilary Tyson
11910 Greenville Ave., Suite 400
Dallas, Texas 75243
Fax No.: (214) 265-0615

Texas Law to Apply

(c) This Contract shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas, which is the County in which the principal administrative offices of Purchaser are located. It is specifically agreed between the parties hereto that Collin County, Texas is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought and exclusive venue shall lie in Collin County, Texas.

Parties Bound

(d) This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Nondisclosure

(e) Subject to open records laws, neither party shall disclose to any person or entity (other than Seller's and Purchaser's respective attorneys, accountants and employees who have a need to know) the terms of this Contract or the identity of the parties (except as required to fulfill its obligations hereunder) and shall not issue any press or other informational releases without the express written consent of each party.

Legal Construction

(f) In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Integration

(g) This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Contract cannot be modified or changed except by the written consent of all of the parties.

Time of Essence

(h) Time is of the essence of this Contract. If any deadline described in this Contract falls on a Saturday, Sunday, or legal holiday, then such deadline shall be automatically extended to the next weekday that is not a legal holiday.

Attorneys' Fees

(i) Any party to this Contract which is the prevailing party in any legal proceeding against any other party to this Contract brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

Gender and Number

(j) Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Compliance

(k) In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain an Owner's Policy.

Effective Date of Contract

(l) The terms "effective date of this Contract" and "Effective Date" as used herein shall mean the later of the two (2) dates on which this Contract is fully signed by Seller or Purchaser, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties.

Counterpart Execution

(m) To facilitate execution, this Contract may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Contract to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. A facsimile, telecopy, or other reproduction of this Contract may be executed by one or more parties hereto and an executed copy of this Contract may be delivered by facsimile and such execution and delivery shall be considered valid, binding, and effective for all purposes.

Internal Revenue Code Section 6045

(n) Seller and Purchaser hereby acknowledge that the Tax Reform Act of 1986 requires the entity closing the transaction to report the terms of any real estate transaction to the Internal Revenue Service. Seller and Purchaser agree that they will request the escrow agent to be the

closer of the transaction for purposes of Internal Revenue Code Section 6045. Seller hereby agrees to execute and deliver to the escrow agent at Closing any certificates or other documentation required by the escrow agent in order to comply with these requirements.

Executed on the dates set forth at the signatures of the parties hereto.

SELLER:
SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership

By: SHADDOCK DEVELOPMENT COMPANY,
a Texas corporation
Its: General Partner

By: _____
William C. Shaddock, President

Date of Execution: May 1, 2013

PURCHASER:
CITY OF FRISCO, TEXAS,
a Texas home rule municipality

By: _____
George Purefoy, City Manager

Date of Execution: _____

TITLE COMPANY ACCEPTANCE:

The Title Company acknowledges receipt of the Escrow Deposit, on _____, 2013, at _____(a.m./p.m.) and accepts the Escrow Deposit subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

REUNION TITLE

BY: _____

PRINTED NAME: _____

ADDRESS: 1700 Redbud Blvd., Suite 300
Telephone: (214) 544-4000
Fax No.: (214) 544-4044

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Upland Exhibit
Page 1 of 1

LAND DESCRIPTION

BEING a 5.406 acre tract of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1, Block A, Shaddock Creek Estates Amenity Center as recorded in Cabinet X, Page 588 of the Plat Records of Denton County, Texas and on the southerly line of Bear Creek Lane (a 80 foot right-of-way);

THENCE South 89°59'07" East for a distance of 311.72 feet;

THENCE South 36°09'35" East for a distance of 148.51 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.39 feet and a central angle of 89°59'32", being subtended by a chord of South 46°03'43" East for a distance of 77.78 feet;

THENCE South 53°50'25" West for a distance of 367.67 feet;

THENCE along a curve to the right having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of South 71°47'39" West for a distance of 474.71 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.19 feet and a central angle of 89°47'07", being subtended by a chord of North 09°48'34" East for a distance of 77.64 feet;

THENCE North 00°00'53" East for a distance of 290.38 feet;

THENCE South 89°59'07" East for a distance of 279.10 feet;

THENCE North 00°00'53" East for a distance of 172.40 feet to the POINT OF BEGINNING;

Said property contains 235,491 square feet or 5.406 acres

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\UPLAND.doc

LAND DESCRIPTION

BEING a 72.152 acre tract of land in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1117, I. Teal Survey Abstract No. 1265 and the S. Shearer Survey Abstract No. 1232, and being part of that tract of land as described by deed to Shaddock Developers, LTD, as recorded in Instrument No. 2004-124198, Real Property records, Denton County, Texas, said 72.152 acres being more particularly described y metes and bounds as follows;

BEGINNING at the northeasterly corner of Shaddock Creek Estates, Phase 6A as recorded in Cabinet X, Page 295 of the Plat Records of Denton County, Texas and on the westerly right-of-way line of Legacy Drive;

THENCE South 88°47'25" West for a distance of 25.00 feet;

THENCE South 88°47'25" West for a distance of 157.57 feet;

THENCE South 43°28'55" West for a distance of 25.25 feet;

THENCE South 88°27'01" West for a distance of 675.01 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 119.76 feet and a central angle of 124°45'25", being subtended by a chord of South 26°04'19" West for a distance of 97.46 feet;

THENCE South 01°12'35" East for a distance of 112.84 feet;

THENCE South 88°47'25" West for a distance of 373.00 feet;

THENCE South 01°12'35" East for a distance of 135.00 feet;

THENCE South 88°47'25" West for a distance of 275.39 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 43°47'25" West for a distance of 108.36 feet;

THENCE South 87°53'10" West for a distance of 125.02 feet;

THENCE South 88°47'25" West for a distance of 599.16 feet;

THENCE North 72°02'43" West for a distance of 95.28 feet;

THENCE South 88°47'25" West for a distance of 92.84 feet;

THENCE South 01°12'35" East for a distance of 140.23 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE South 38°35'10" East for a distance of 33.13 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 163.20 feet and a central angle of 170°00'51", being subtended by a chord of South 58°11'23" East for a distance of 109.58 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 185.00 feet;

THENCE South 01°12'35" East for a distance of 113.38 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 46°12'35" East for a distance of 108.36 feet;

THENCE North 88°47'25" East for a distance of 43.38 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE South 35°57'36" East for a distance of 230.24 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 85.31 feet and a central angle of 88°52'06", being subtended by a chord of South 55°15'03" East for a distance of 77.01 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 222.19 feet and a central angle of 38°34'38", being subtended by a chord of South 71°55'26" East for a distance of 218.02 feet;

THENCE North 88°47'25" East for a distance of 13.65 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 364.02 feet;

THENCE South 01°12'35" East for a distance of 137.47 feet;

THENCE North 79°19'19" West for a distance of 65.55 feet;

THENCE South 89°52'44" West for a distance of 716.61 feet;

THENCE North 00°07'14" West for a distance of 162.29 feet;

THENCE North 33°02'34" West for a distance of 225.00 feet;

THENCE North 37°52'34" West for a distance of 310.00 feet;

THENCE North 68°27'34" West for a distance of 285.00 feet;

THENCE South 89°52'46" West for a distance of 895.00 feet;

THENCE North 40°21'34" West for a distance of 600.00 feet;

THENCE North 56°51'50" West for a distance of 360.50 feet;

THENCE South 89°27'27" West for a distance of 200.02 feet;

THENCE North 00°33'14" West for a distance of 398.70 feet;

THENCE North 89°48'17" East for a distance of 95.00 feet;

THENCE North 00°33'07" West for a distance of 141.61 feet;

THENCE North 89°26'53" East for a distance of 147.00 feet;

THENCE South 00°33'07" East for a distance of 5.70 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 132.16 feet and a central angle of 137°40'23", being subtended by a chord of South 34°17'30" East for a distance of 102.58 feet;

THENCE South 68°01'53" East for a distance of 160.83 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 127.65 feet and a central angle of 22°09'50", being subtended by a chord of South 79°06'48" East for a distance of 126.86 feet;

THENCE North 89°48'17" East for a distance of 232.68 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 43.91 feet and a central angle of 05°11'26", being subtended by a chord of South 87°31'07" East for a distance of 43.90 feet;

THENCE South 05°09'28" West for a distance of 120.00 feet;

THENCE along a curve to the right having a radius of 350.00 feet, an arc length of 92.67 feet and a central angle of 15°10'12", being subtended by a chord of South 77°15'25" East for a distance of 92.40 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 1000.00 feet, an arc length of 462.17 feet and a central angle of 26°28'49", being subtended by a chord of South 82°54'44" East for a distance of 458.07 feet;

THENCE North 06°09'08" West for a distance of 120.00 feet;

THENCE along a curve to the left having a radius of 880.00 feet, an arc length of 26.41 feet and a central angle of 01°43'11", being subtended by a chord of North 82°59'18" East for a distance of 26.41 feet;

THENCE along a curve to the right having a radius of 870.00 feet, an arc length of 116.57 feet and a central angle of 07°40'11", being subtended by a chord of North 85°57'58" East for a distance of 116.48 feet;

THENCE North 89°48'17" East for a distance of 727.79 feet;

THENCE South 00°11'43" East for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 360.00 feet;

THENCE North 00°11'43" West for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 141.23 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.50 feet and a central angle of 70°19'15", being subtended by a chord of North 89°51'45" East for a distance of 63.35 feet;

THENCE along a curve to the left having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of North 71°47'39" East for a distance of 474.71 feet;

THENCE North 53°50'25" East for a distance of 367.67 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.39 feet and a central angle of 70°11'55", being subtended by a chord of North 53°50'34" East for a distance of 63.25 feet;

THENCE North 53°50'24" East for a distance of 392.07 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 211.82 feet and a central angle of 25°49'19", being subtended by a chord of North 66°45'04" East for a distance of 210.03 feet;

G:\2006-JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 384.93 feet and a central angle of 66°50'00", being subtended by a chord of North 46°14'44" East for a distance of 363.48 feet;

THENCE South 77°10'16" East for a distance of 141.69 feet;

THENCE along a curve to the left having a radius of 2060.39 feet, an arc length of 504.67 feet and a central angle of 14°02'02", being subtended by a chord of South 05°48'29" West for a distance of 503.41 feet;

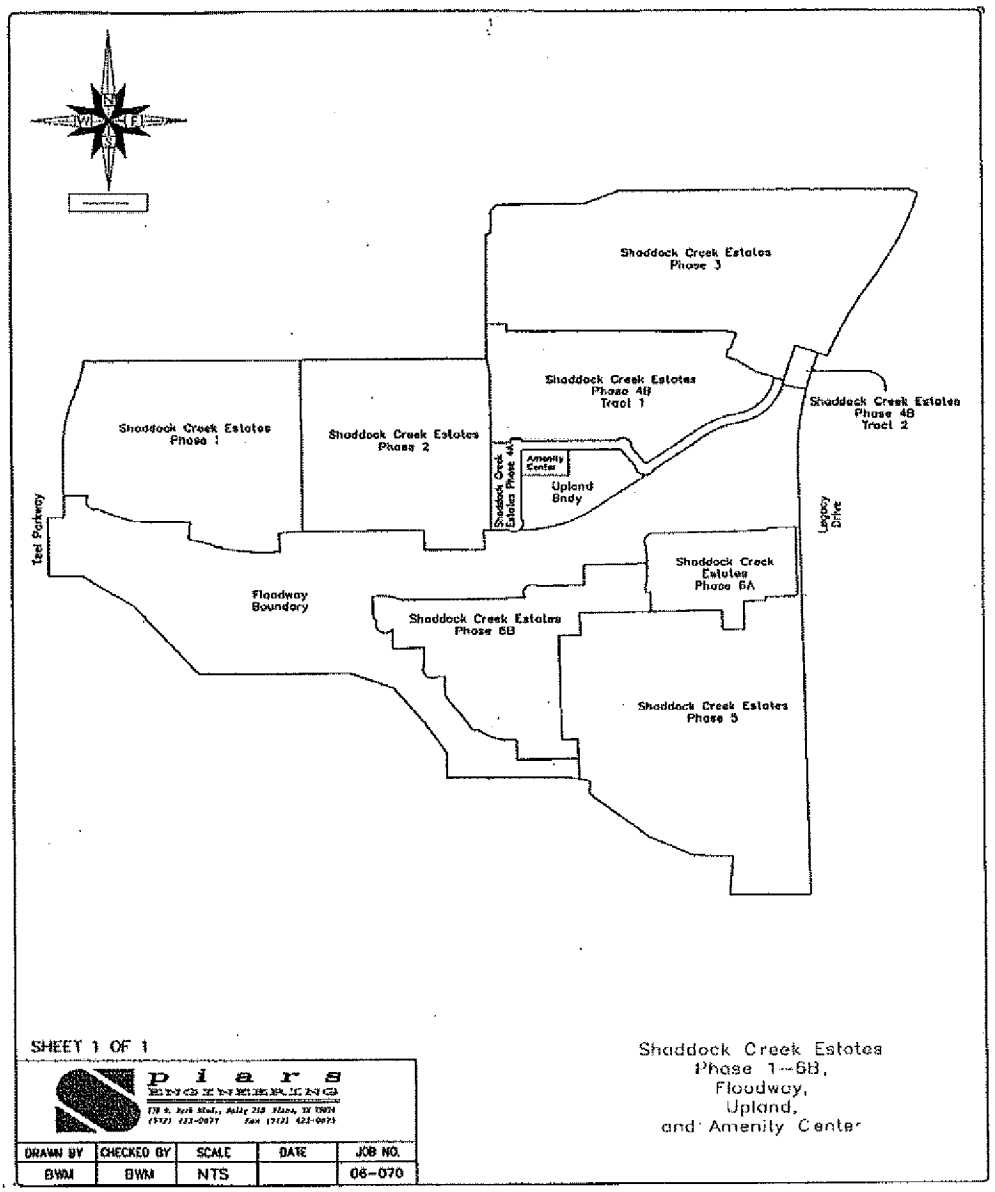
THENCE South 01°12'35" East for a distance of 420.14 feet to the POINT OF BEGINNING;

Said property contains 3,142,921 square feet or 72.152 acres.

G:\2006 JOBS\06-070 Cottonwood Creek Improvement\Survey\Word Doc-legal\Floodway-legal.doc

EXHIBIT "B"

DEPICTION AND DESCRIPTION OF PARENT TRACT



LAND DESCRIPTION

BEING a tract of land out of the S. Shearer Survey, Abstract No. 1232, Denton County, Texas, the J. Teal Survey, Abstract No. 1263, Denton County, Texas, and being part of a 66.721 acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Volume 5050, Page 2026, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a one half inch iron rod found for the northwest corner of said 66.721 acre tract, said point being in the east right-of-way line of Teel Parkway (a variable width right-of-way);

THENCE North 89°48'17" East, a distance of 1286.16 feet leaving the East line of said Teel Parkway along the North line of 66.721 acre tract to a one half inch iron rod set for corner on the North line of the 66.721 acre tract;

THENCE South 00°11'43" East, a distance of 1150.00 feet leaving the North line of the said 66.721 acre tract to a one half iron rod set for corner;

THENCE Southwesterly 116.57 feet along a curve to the left having a radius of 870.00 feet, a central angle of 07°40'36", and a chord bearing of South 85degrees 57'58" West, 116.48 feet to a one half iron rod set for corner;

THENCE Southwesterly 26.41 feet along a curve to the right having a radius of 830.00 feet, a central angle of 01°43'11", and a chord bearing of South 82°59'16" West, 26.41 feet to a one half inch iron rod set for corner;

THENCE South 06°09'09" East, a distance of 120.00 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 462.17 feet along a curve to the right having a radius of 1000.00 feet, a central angle of 26°28'49", and a chord bearing of North 82 degrees 54'44" West, 458.07 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 92.67 feet along a curve to the left having a radius of 350.00 feet, a central angle of 15°10'12", and a chord bearing of North 77°15'26" West, 92.40 feet to a one half inch iron rod set for a corner;

THENCE North 05°09'28" East, a distance of 120.00 feet to a one half inch iron rod set for corner;

THENCE Southwesterly 43.91 feet along a curve to the left having a radius of 470.00 feet, a central angle of 05°21'11", and a chord bearing of North 87°31'08" West, 43.90 feet to a one half inch iron rod set for corner;

THENCE South 89°48'17" West a distance of 232.68 feet to a one half inch iron rod set for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase1.doc

THENCE Northwesterly 127.65 feet along a curve to the right having a radius of 330.00 feet, a central angle of 22°09'50", and a chord bearing of North 79 degrees 06'48" West, 126.86 feet to a one half inch iron rod set for corner;

THENCE North 68°01'53" West a distance of 160.83 feet to a one half inch iron rod set for corner;

THENCE Northwesterly 132.16 feet along a curve to the right having a radius of 55.00 feet, a central angle of 137°40'23", and a chord bearing of North 34 degrees 17'30" West, 102.58 feet to a one half inch iron rod set for corner;

THENCE North 0°33'07" West a distance of 5.70 feet to a one inch iron rod set for corner;

THENCE South 89°26'53" West a distance of 147.00 feet to one half inch iron rod set for corner in the East right-of-way line of Teel Parkway (a variable width right-of-way);

THENCE along the east line of Teel Parkway as follows:

North 00°32'48" West, 301.76 feet to a one half inch iron rod set for corner;

Northeasterly 362.85 feet along a curve to the left having a radius of 982.01 feet, a central angle of 21°23'19", and a chord bearing of North 10° 08'32" East, 360.75 feet to a one half inch iron rod set for corner;

North 20°50'11" East, 16.78 feet to one half inch iron rod found for corner;

Northeasterly 241.63 feet along a curve to the left having a central angle of 11° 56'05", an a chord bearing of North 14°52'04" East, 241.19 feet to the POINT OF BEGINNING and containing 35.937 acres of land.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase1.doc

LAND DESCRIPTION

Being a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103, J. Teal Survey, Abstract Number 1263, and the S. Shearer Survey, Abstract Number 1232, in the City of Frisco, Denton County, Texas and being part of that tract of land described to Shaddock Developers LTD. recorded in Volume 5050, Page 2026, and C.C.F.N. 02-0038985, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner in the South line of Griffin Parc, Phase 4, an addition to the City of Frisco as recorded in Cabinet U, Page 823, Plat Records, Denton County, Texas, bearing North 89°48'17" East a distance of 142.46 feet from the southwest corner of said Griffin Parc Phase 4;

THENCE North 89°48'17" East, along the south line of said Griffin Parc, Phase 4, a distance of 1107.79 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 10°59'50" East, leaving the south line of said Griffin Parc, Phase 4, a distance of 115.15 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 00°00'53" West a distance of 1036.90 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 37.78 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 00°11'43" East a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 360.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE North 00°11'43" West a distance of 130.00 feet to a 1/2 inch iron rod with cap marked "SPIARS ENG" set for corner;

THENCE South 89°48'17" West a distance of 727.79 feet to a 1/2 inch rod with cap marked "SPIARS ENG" set for corner;

THENCE North 00°11'43" West a distance of 1150.00 feet to the POINT OF BEGINNING and containing 30.817 acres of land, more or less.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase2.doc

LAND DESCRIPTION

BEING a tract of land out of the J. Rogers Survey, Abstract No. 1103, L. Morrell Survey, Abstract No. 863 and S. Shearer Survey, Abstract No. 1232, Denton County, Texas, and being all of a tract of land described in a deed to Shaddock Developers, LTD., recorded in Volume 5089, Page 759, R.P.R.D.C.T., and being part of a tract of land described in deed to Shaddock Developers, LTD., recorded in Denton County Deed Records 2004-124198 R.P.R.D.C.T., and all of a 1.701 acre tract of land described to the City Of Frisco as a Special Warranty Deed, recorded in Volume 4814, Page 1784, Denton County Deed Records, and part of a Right-of-way deed described to the City of Frisco, recorded in Denton County Deed Records 2004-63823, and more particularly described as follows:

BEGINNING at a one-half inch iron rod found on the West line of Legacy Drive (120' right-of-way), said point being the southeast corner Griffin Parc, Phase I, an addition to the City Of Frisco recorded in Cabinet T, Page 321, D.R.D.C.T. and the northeast corner of a Special Warranty Deed, conveyed to the City Of Frisco, recorded in Volume 4814, Page 1784 D.R.D.C.T.;

THENCE South 73 degrees 48 minutes 53 seconds East, a distance of 60.00 feet along the South line of said Legacy Drive to a one-half inch iron rod set for corner on the North line of the 66.721 acre tract;

THENCE Southwesterly leaving the south line of said Legacy Drive, and along the West line of said Legacy Drive, 558.03 feet along a curve to the right having a radius of 2000.00 feet, a central angle of 15 degrees 59 minutes 11 seconds, and a chord bearing of South 24 degrees 11 minutes 26 seconds West, 556.22 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 11 minutes 01 seconds West, continuing along the West line of said Legacy Drive, a distance of 239.70 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly 425.83 feet continuing along the West line of said Legacy Drive, along a curve to the left having a radius of 2000.00 feet, a central angle of 12 degrees 11 minutes 57 seconds, and a chord bearing of South 26 degrees 05 minutes 02 seconds West, 425.03 feet to a one-half inch iron rod set for corner;

THENCE North 70 degrees 00 minutes 56 seconds West, leaving said West line of Legacy Drive, a distance of 201.70 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly 240.10 feet along a curve to the left having a radius of 2201.70 feet, a central angle of 06 degrees 14 minutes 54 seconds, and a chord bearing of South 16 degrees 51 minutes 38 seconds West, 239.98 feet to a one-half inch iron rod set for corner;

THENCE North 76 degrees 15 minutes 41 seconds West a distance of 60.00 feet to a one-half inch iron rod set for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase3.doc

THENCE North 30 degrees 45 minutes 25 seconds West a distance of 14.24 feet to a one-half inch iron rod set of corner;

THENCE North 75 degrees 22 minutes 37 seconds West a distances of 40.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 140.90 feet along a curve to the right having a radius of 325.00 feet, a central angle of 24 degrees 50 minutes 21 seconds, and a chord bearing of North 62 degrees 57 minutes 27 seconds West, 139.80 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 126.06 feet along a curve to the left having a radius of 275.00 feet, a central angle of 26 degrees 15 minutes 54 seconds, and a chord bearing of North 63 degrees 40 minutes 13 seconds West, 124.96 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 11 minutes 50 seconds East a distance of 50.00 feet to a one -half inch iron rod set for corner;

THENCE North 61 degrees 43 minutes 32 seconds East a distance of 14.78 feet to a one-half inch iron rod set for corner;

THENCE North 19 degrees 22 minute 19 seconds East a distance of 97.86 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 48 minutes 02 seconds East a distance of 15.69 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly 57.34 feet along a curve to the left having a radius of 191.00 feet, a central angle of 17 degrees 11 minutes 58 seconds, and a chord bearing of North 81 degrees 23 minutes 08 seconds West, 57.12 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 07 seconds West a distance of 1307.12 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 00 minutes 53 seconds East a distance of 48.86 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 59 minutes 07 seconds West a distance of 120.00 feet to a point on the East line of Griffin Parc, Phase 4 an addition to the City Of Frisco recorded in Cabinet U, Page 823, D.R.D.C.T., to a one-half inch iron rod set for corner;

THENCE along the east line of said Griffin Parc, Phase 4 as follows:

North 00 degrees 00 minutes 53 seconds East a distance of 602.51 feet to a one-half inch iron rod found for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase3.doc

North 66 degrees 59 minutes 38 seconds East a distance of 32.60 feet to a one-half inch iron rod set for corner;

North 00 degrees 00 minutes 53 seconds East a distance of 147.40 feet to a one-half inch iron rod found for corner;

North 44 degrees 44 minutes 10 seconds East a distance of 56.83 feet to a point on the south line of said Griffin Parc, Phase 1, a one-half inch iron rod found for corner;

THENCE along the south line of said Griffin Parc, Phase 1 as follows:

North 89 degrees 27 minutes 26 seconds East a distance of 510.72 to a one-half inch iron rod found for corner;

North 67 degrees 07 minutes 03 seconds East a distance of 225.90 feet to a one-half inch iron rod found for corner;

South 89 degrees 53 minutes 21 seconds East a distance of 1722.38 feet to the POINT OF BEGINNING with the subject tract containing 2,276,954.361 square feet or 52.278 acres of land.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase3.doc

LAND DESCRIPTION

BEING a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103, and J. Teal Survey, Abstract Number 1263, in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of Shaddock Creek Estates Phase 2, an addition to the City of Frisco, as recorded in Cabinet W, Page 767, Plat Records, Denton County, Texas and said point being on the South Line of Shaddock Creek Lane, (a 60' wide right-of-way);

THENCE North 00°00'53" East a distance of 586.44 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 120.00 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 00°00'47" East a distance of 23.39 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 60.00 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 44°59'01" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;;

THENCE South 89°59'07" East a distance of 553.22 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 63°04'21" East, 103.53 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 140°30'33", a radius of 55.00 feet, and an arc length of 134.88 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 36°09'35" East a distance of 127.54 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 81°09'35" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 53°50'25" East a distance of 398.69 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 66°45'04" East, 236.85 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase4A.doc

THENCE in a Northeasterly direction along said curve to the right having a central angle of 25°49'20", a radius of 530.00 feet, and an arc length of 238.86 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the left whose chord bears North 46°14'44" East, 297.39 feet;

THENCE in a Northeasterly direction along said curve to the left having a central angle of 66°50'00", a radius of 270.00 feet, and an arc length of 314.94 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 13°15'36" East, 35.88 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 00°54'33", a radius of 2261.70 feet, and an arc length of 35.88 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" found for corner on the West line of Powder Horn Lane, (a 60' wide right-of-way), said point also on the Southerly line of Shaddock Creek Estates Phase 3, an addition to the City of Frisco, as recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas;

THENCE South 76°15'41" East a distance of 60.00 feet to the a 1/2 inch iron rod with cap marked "Spiars Eng" found for corner on the East line of said Powder Horn Lane, and a Southeasterly line of said Shaddock Creek Estates Phase 3; and the beginning of a curve to the left whose chord bears South 13°15'34" West, 34.93 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 00°54'32", a radius of 2201.70 feet, and an arc length of 34.93 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 46°14'44" West, 363.48 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 66°50'00", a radius of 330.00 feet, and an arc length of 384.93 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the left whose chord bears South 66°45'04" West, 210.03 feet;

THENCE in a Southwesterly direction along said curve to the left having a central angle of 25°49'19", a radius of 470.00 feet, and an arc length of 211.82 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 53°50'25" West a distance of 392.07 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears North 81°09'36" West, 108.36 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 160°11'37", a radius of 55.00 feet, and an arc length of 153.78 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 36°09'35" West a distance of 148.51 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

G:\2005 JOBS\05-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase4A.doc

THENCE North 89°59'07" West a distance of 580.81 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;;

THENCE South 45°00'59" West a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 00°00'53" West a distance of 452.78 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner at the beginning of a curve to the right whose chord bears South 44°58'13" West, 108.35 feet;

THENCE in a Southwesterly direction along said curve to the right having a central angle of 160°06'20", a radius of 55.00 feet, and an arc length of 153.69 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°48'17" West a distance of 103.45 feet to the POINT OF BEGINNING and containing 5.096 acres of land, more or less.

G:\2006 JOBS\06-07# Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase4A.doc

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being part of a 200.715-acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Denton County File Number 2004-124198, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the westerly line of Stone House Lane (60 foot right of way) on the Northeast corner of Lot 21, Block M of Shaddock Creek Estates Phase 4A, recorded in Cabinet W, Page 760, Plat Records, Denton County, Texas;

THENCE North 89°59'07" West, along the northerly line of said Shaddock Creek Estates Phase 4A, a distance of 120.00 feet to a 1/2 inch iron rod found for corner in the easterly line of Shaddock Creek Estates Phase 2 recorded in Cabinet W, Page 767, Plat Records, Denton County, Texas;

THENCE North 00°00'53" East, along said easterly line of Shaddock Creek Estates Phase 2, a distance of 450.39 feet to a 1/2 inch iron rod found for a corner;

THENCE North 10°59'59" West, continuing along said easterly line of Shaddock Creek Estates, a distance of 115.15 feet to a 1/2 inch iron rod found for the southeast corner of Griffin Parc Phase 4, recorded in Cabinet U, Page 823, Plat Records, Denton County, Texas;

THENCE North 00°00'53" East, along the easterly of said Griffin Parc Phase 4, a distance of 229.90 feet to a 1/2 inch iron rod found for the southwest corner of Shaddock Creek Estates Phase 3, recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas;

THENCE along the southerly line of said Shaddock Creek Estates Phase 4 as follows:

South 89°59'00" East a distance of 120.00 feet to a 1/2 inch iron rod found for corner;

South 00°00'53" West, a distance of 48.86 feet to a 1/2 inch iron rod found for corner;

South 89°59'07" East, a distance of 1307.12 feet to a 1/2 inch iron rod found at the beginning of a curve to right whose chord bears South 81°23'08" East, a distance of 57.12 feet found for corner;

In a Southeasterly direction along said curve to the right having a central angle of 17°11'58", a radius distance of 191.00 feet and an arc distance of 57.34 feet;

South 00°48'02" West, a distance of 15.69 feet to a 1/2 inch iron rod found for corner;

South 19°22'19" West, a distance of 97.86 feet to a 1/2 inch iron rod found for corner;

South 61°43'32" West, a distance of 14.78 feet to a 1/2 inch iron rod found for corner;

South 13°11'50" West, a distance of 50.00 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to right whose chord bears South 63°40'13" East, a distance of 124.96 feet found for corner;

In a Southeasterly direction along said curve to the right having a central angle of 26°15'52", a radius distance of 275.00 feet and an arc distance of 126.06 feet to a one half inch iron rod found at the beginning of a curve to left whose chord bears South 62°57'27" East, a distance of 139.80 feet found;

In a Southeasterly direction along said curve to the left having a central angle of 24°50'17", a radius distance of 325.00 feet and an arc distance of 140.90 feet to a 1/2 inch iron rod found;

South 75°22'37" East, a distance of 40.14 feet to a 1/2 inch iron rod found for corner;

South 30°45'25" East, a distance of 14.24 feet to a 1/2 inch iron rod found for the most easterly northwest corner of aforementioned Shaddock Creek Estates Phase 4A, and being the northwesterly line of Powder Horn Lane (60 foot right of way) and being the beginning of a curve to the right whose chord bears South 13 degrees 15 minutes 36 seconds West, a distance of 35.88 feet;

THENCE along the northerly line of Shaddock Creek Estates Phase 4A and the northwesterly right of way line of said Powder Horn Lane as follows:

In a Southwesterly direction along said curve to the right having a central angle of 00 degrees 54 minutes 33 seconds, a radius distance of 2261.70 feet an arc distance of 35.89 feet to a 1/2 inch iron rod found at the beginning of a curve to right whose chord bears South 46°14'44" West, a distance of 297.39 feet found;

In a Southwesterly direction along said curve to the right having a central angle of 66°50'00", a radius distance of 270.00 feet and an arc distance of 314.94 feet to a 1/2 inch iron rod found at the beginning of a curve to left whose chord bears South 66°45'04" West, a distance of 236.84 feet found for corner;

In a Southwesterly direction along said curve to the left having a central angle of 25°49'19", a radius distance of 530.00 feet and an arc distance of 238.86 feet to a 1/2 inch iron rod found;

South 53°50'25" West, a distance of 398.70 feet to a 1/2 inch iron rod found for corner;

North 81°09'35" West, a distance of 14.14 feet to a 1/2 inch iron rod found for corner;

North 36°09'35" West, a distance of 127.54 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to left whose chord bears North 63°04'21" West, a distance of 103.53 feet;

In a Northwesterly direction along said curve to the left having a central angle of 140°30'33", a radius distance of 55.00 feet and an arc distance of 134.88 feet to a 1/2 inch iron rod found for corner;

North 89°59'07" West, a distance of 553.22 feet to a 1/2 inch iron rod found for corner;

North 44°59'01" West, a distance of 14.14 feet to a 1/2 inch iron rod found for corner;

THENCE North 89°59'07" West, a distance of 60.00 feet to a 1/2 inch iron rod found for corner in the aforementioned westerly line of Stone House Lane;

THENCE South 00°00'47" West, along the said westerly line of Stone House Lane, a distance of 23.39 feet to the POINT OF BEGINNING and containing a computed area of 25.653 acres or 1,117,492 square feet of land.

TRACT 2

BEING a 0.8659 acre tract of land situated in A. ROGERS SURVEY, ABSTRACT NO. 1117, County of Denton, Texas and being part of a tract of land described in a Shaddock Developers, LTD. recorded in County Clerk's No. 2004-124198, Real Property Records, Denton County, Texas being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set with cap stamped "SPIARSENG" in the westerly right of way line of Legacy Drive (120 foot right of way) recorded in Volume 5418, Page 979, Deed Records, Denton County, Texas and being the southeast corner of Shaddock Creek Estates Phase 3 recorded in Cabinet W, Page 581, Plat Records, Denton County, Texas and the beginning of a curve to the left whose chord bears South 16 degrees 24 minutes 22 seconds West for a distance of 257.17 feet;

THENCE in a southwesterly direction along said westerly right of way line of Legacy Drive and curve to the left having a central angle of 07 degrees 09 minutes 26 seconds, a radius of 2060.00 feet, an arc distance of 257.33 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 77 degrees 10 minutes 16 seconds West, depart said right of way line of Legacy Drive, a distance of 141.69 feet to a City of Frisco Monument found for corner and the beginning of a curve to the right whose chord bears North 13 degrees 15 minutes 34 seconds East a distance of 34.93 feet;

THENCE in a northeasterly direction along said curve to the right having a central angle of 00 degrees 54 minutes 32 seconds, a radius of 2201.70 feet, an arc distance of 34.93 feet to a 1/2 inch iron rod found with cap stamped "SPIARSENG" for corner and the beginning of a compound curve to the right whose chord bears North 16 degrees 51 minutes 38 seconds East a distance of 239.98 feet;

THENCE in a northeasterly direction along said curve to the right having a central angle of 06 degrees 14 minutes 54 seconds, a radius of 2201.70 feet, an arc distance of 240.10 feet to a 1/2 inch iron rod found with cap stamped "SPIARSENG" for corner;

THENCE South 70 degrees 00 minutes 56 seconds East a distance of 141.70 feet to the POINT OF BEGINNING and containing a computed area of 0.8659 acres or 37,717 square feet of land.

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being past of a 200.715 acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Collin County File Number 2004-124198, D.R.D.C.T., and more particularly described as follows:

BEGINNING at a one half inch iron rod found on the West line of Legacy Drive (120' right-of-way), as recorded in Volume 4753, Page 1708, R.P.R.D.C.T., said point being the Northeast corner of FLCT Ltd. ET Al, tract recorded in Volume 4753, Page 1708 R.P.R.D.C.T.;

THENCE North 89°42'43" West, along North line of said FLCT Ltd ET AL, a distance of 482.07 feet, to a point on the East line of King's Garden Phase 3, an addition to the City Of Frisco as recorded in Cabinet V, Page 1, R.P.D.C.T., a one half inch iron rod found for corner;

THENCE North 5°15'59" East, along said line of King's Garden Phase 3, a distance of 255.70 feet along to a one half inch iron rod found for corner;

THENCE North 87°50'24" West a distance of 241.37 feet, to a one half inch iron rod found for corner;

THENCE North 64°57'04" West a distance of 287.80 feet, to a one half inch iron rod found for corner;

THENCE North 51°0'04" West a distance of 456.70 feet, to a one half inch iron rod found for corner;

THENCE North 0°13'30" East a distance of 87.39 feet, to a one half inch iron rod found for corner;

THENCE North 79°19'19" West a distance of 62.92 feet, to a one half inch iron rod found for corner;

THENCE North 1°12'35" West, leaving said North line of King's Garden Phase 3, a distance of 267.47 feet, to a one half inch iron rod set for corner;

THENCE South 88°47'25" West a distance of 97.02 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 695.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 130.00 feet, to a one half inch iron rod set for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase5.doc

THENCE North 1°12'35" West a distance of 145.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 850.02 feet, to a one half inch iron rod set for corner;

THENCE South 1°12'35" East a distance of 120.00 feet, to a one half inch iron rod set for corner;

THENCE South 46°12'35" East a distance of 14.14 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 120.00 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 185.00 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 130.00 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 28.74 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East a distance of 175.00 feet, to a one half inch iron rod set for corner;

THENCE North 43°47'25" East a distance of 21.21 feet, to a one half inch iron rod set for corner;

THENCE North 1°12'35" West a distance of 447.68 feet, to a one half inch iron rod set for corner;

THENCE North 88°47'25" East, to a point on said West line of Legacy Drive a distance of 25.00 feet, to a one half inch iron rod set corner;

THENCE South 1°12'35" East, along said West line of Legacy Drive a distance of 2360.28 feet, to a one half inch iron rod found for corner at the beginning of a curve to the left whose chord bears South 02°33'29" East, 96.97 feet;

THENCE in a Southerly direction along said curve to the left having a central angle of 02°41'51", a radius of 2060.00 feet, and an arc length of 96.98 feet to the POINT OF BEGINNING and containing 52.398 acres of land, more or less;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase5.doc

LAND DESCRIPTION

BEING a tract of land out of the A. Rogers Survey, Abstract No. 1117, Denton County, Texas, and being part of a 200.715-acre tract of land conveyed in a deed to Shaddock Developers, LTD., recorded in Denton County File Number 2004-124198, R.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a one half inch iron rod found on the West line of Legacy Drive (120 foot wide right-of-way), as recorded in Volume 5418, Page 979, P.R.D.C.T., said point being the Northeast corner of Shaddock Creek Estates Phase 5, an addition to the City of Frisco, as recorded in Cabinet W, Page 732, Plat Records, Denton County, Texas, R.P.R.D.C.T.;

THENCE South 88°47'25" West, along Northerly line of said Shaddock Creek Estates Phase 5, a distance of 25.00 feet to a one half inch iron rod found for corner at the POINT OF BEGINNING;

THENCE along the Northerly line of said Shaddock Creek Estates Phase 5, the following courses and distances, to wit:

THENCE South 01°12'35" East, a distance of 447.68 feet to a one half inch iron rod found for corner;

THENCE South 43°47'25" West, a distance of 21.21 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 175.00 feet to a one half inch iron rod found for corner;

THENCE South 01°12'35" East, a distance of 28.74 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 130.00 feet to a one half inch iron rod found for corner;

THENCE South 01°12'35" East, a distance of 185.00 feet to a one half inch iron rod found for corner;

THENCE South 88°47'25" West, a distance of 120.00 feet to a one half inch iron rod found for corner;

THENCE North 46°12'35" West, a distance of 14.14 feet to a one half inch iron rod found for corner;

THENCE North 01°12'35" West, a distance of 120.00 feet to a one half inch iron rod found for corner;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6A.doc

THENCE South 88°47'25" West, a distance of 425.01 feet to a one half inch iron rod found for corner;

THENCE North 01°12'35" West, leaving the Northerly line of said Shaddock Creek Estates Phase 5, a distance of 130.00 feet to a one half inch iron rod with cap marked "SPIARS ENG RPLS", set for corner;

THENCE South 88°47'25" West, a distance of 29.99 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 01°12'35" West, a distance of 60.00 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 43°47'25" East, a distance of 14.14 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 01°12'35" West, a distance of 237.84 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner at the beginning of a curve to right whose chord bears North 26°04'19" East, a distance of 97.46 feet;

THENCE in a Northeasterly direction along said curve to the right having a central angle of 124°45'25", a radius distance of 55.00 feet and an arc distance of 119.76 feet

THENCE North 88°27'01" East, a distance of 675.01 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 43°28'55" East, a distance of 25.25 feet to a one half inch iron rod with cap marked "SPIARSENG", set for corner;

THENCE North 88°47'25" East, a distance of 157.57 feet to the POINT OF BEGINNING and containing 10.704 acres of land, more or less;

G:\2006 JOBS\06-079 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6A.doc

LAND DESCRIPTION

BEING a 31.2474-acre tract of land situated in A. ROGERS SURVEY, ABSTRACT NO. 1117, and J. TEAL SURVEY, ABSTRACT NO. 1263, County of Denton, Texas being and being part of tract of land described in deed to Shaddock Developers, LTD., recorded in County Clerk No. 2004-124198, Real Property Records, Denton County, Texas and more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found in the westerly right of way line of Mountain Laurel Lane (60 foot right of way), and being the northeast corner of Lot 4, Block F, of the Shaddock Creek Estates Phase 5 recorded in Cabinet W, Page 732, Plat Records, Denton County, Texas;

THENCE along the westerly line of said Shaddock Creek Estates Phase 5 as follows:

South 88 degrees 47 minutes 25 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 695.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 88 degrees 47 minutes 25 seconds East a distance of 97.02 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 267.47 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the northerly line of King's Garden Phase 3 recorded in Cabinet V, Page 1, Plat Records, Denton County, Texas;

THENCE North 79 degrees 19 minutes 19 seconds West, along said northerly line of said King's Garden Phase 3, a distance of 65.55 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 89 degrees 52 minutes 44 seconds West, continuing along said northerly line of said King's Garden Phase 3 and the northerly line of Heather Ridge Estates Phase 11-B, recorded in Cabinet V, Page 479, Plat Records, Denton County, Texas, a distance of 716.61 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the westerly line of Heather Ridge Estates Phase II-A recorded in Cabinet U, Page 475, Plat Records, Denton County, Texas;

THENCE North 00 degrees 07 minutes 14 seconds West, along the remainder of said westerly line of Heather Ridge Estates Phase II-A, and being along the northerly line of Heather Ridge Estates Phase IV, Cabinet D, Page 783, Plat Records, Denton County, Texas, a distance of 162.29 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE along said northerly line of Heather Ridge Estates Phase 4 as follows:

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6B.doc

North 33 degrees 02 minutes 34 seconds West a distance of 225.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 37 degrees 52 minutes 34 seconds West a distance of 310.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 68 degrees 27 minutes 34 seconds West a distance of 285.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 20 degrees 51 minutes 02 seconds East a distance of 405.09 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 130.31 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 90.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 72 degrees 02 minutes 43 seconds East a distance of 95.28 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 725.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 6.97 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner and being the beginning of a non-tangent curve to the right whose chord bears North 43 degrees 47 minutes 25 seconds East for a distance of 108.36 feet;

THENCE in a northeasterly direction along said curve to the right having a central angle of 160 degrees 11 minutes 37 seconds, a radius of 55.00 feet, an arc distance of 153.77 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 338.38 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 270.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 60.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 88 degrees 47 minutes 25 seconds East a distance of 30.02 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE North 01 degrees 12 minutes 35 seconds West a distance of 89.46 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the westerly right of way line of Lockspur Lane (60 foot right of way) and being the beginning of a non-tangent curve to the left whose chord bears South 18 degrees 45 minutes 29 seconds East for a distance of 33.17 feet;

THENCE along said westerly right of way line of Lockspur Lane and the westerly line of Shaddock Creek Estates Phase 6A recorded in Cabinet _____, Page_____, Plat Records, Denton County, Texas as follows:

In a southeasterly direction along said curve to the left having a central angle of 35 degrees 05 minutes 49 seconds, a radius of 55.00 feet, an arc distance of 33.69 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 237.84 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 43 degrees 47 minutes 25 seconds West a distance of 14.14 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East a distance of 60.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

North 88 degrees 47 minutes 25 seconds East a distance of 29.99 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

South 01 degrees 12 minutes 35 seconds East, departing said right of way of Lockspur Lane, a distance of 130.00 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner in the northerly line of the aforementioned Shaddock Creek Estates Phase 5;

THENCE South 88 degrees 47 minutes 25 seconds West, along said northerly line of Shaddock Creek Estates Phase 5, a distance of 425.01 feet to a 1/2 inch iron rod set with cap stamped "SPIARSENG" for corner;

THENCE South 01 degrees 12 minutes 35 seconds East, continuing along said northerly line of Shaddock Creek Estates Phase 5, a distance of 145.00 feet to the POINT OF BEGINNING and containing a computed area of 31.2474 acres or 1,361,139 square feet of land.

C:\2006 JOBS\06-078 Cottonwood Creek Improvements\survey\Word-Doc-legal\plat-legal-Phase6B.doc

LAND DESCRIPTION

BEING a tract or parcel of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod which bears South 49°17'42" West a distance of 2,685.67 feet from the intersection of the south line of Veneto Drive, (a 50 foot wide right-of-way), and the West line of Legacy Drive, (a 50' wide right-of-way), as recorded in Griffin Parc, Phase One, an addition to the City of Frisco, Cabinet T, Page 321, Real Property Records, Denton;

THENCE South 00°00'53" West a distance of 172.40 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 89°59'07" West a distance of 279.10 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 00°00'52" East a distance of 162.40 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE North 45°00'59" East a distance of 14.14 feet to a 1/2 inch iron rod with cap marked "Spiars Eng" set for corner;

THENCE South 89°59'07" East a distance of 269.10 feet to the POINT OF BEGINNING and containing 1.1035 acres of land, more or less.

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\Survey\Word-Doc-legal\plat-legal-Amenity.doc

LAND DESCRIPTION

BEING a 5.406 acre tract of land situated in the J. Rogers Survey, Abstract Number 1103 in the City of Frisco, Denton County, Texas, and being part of that tract of land described to Shaddock Developers, Ltd. in deed recorded in Denton County Clerks File Number 2004-124198, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 1, Block A, Shaddock Creek Estates Amenity Center as recorded in Cabinet X, Page 588 of the Plat Records of Denton County, Texas and on the southerly line of Bear Creek Lane (a 80 foot right-of-way);

THENCE South 89°59'07" East for a distance of 311.72 feet;

THENCE South 36°09'35" East for a distance of 148.51 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.39 feet and a central angle of 89°59'32", being subtended by a chord of South 46°03'43" East for a distance of 77.78 feet;

THENCE South 53°50'25" West for a distance of 367.67 feet;

THENCE along a curve to the right having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of South 71°47'39" West for a distance of 474.71 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 86.19 feet and a central angle of 89°47'07", being subtended by a chord of North 09°48'34" East for a distance of 77.64 feet;

THENCE North 00°00'53" East for a distance of 290.38 feet;

THENCE South 89°59'07" East for a distance of 279.10 feet;

THENCE North 00°00'53" East for a distance of 172.40 feet to the POINT OF BEGINNING;

Said property contains 235,491 square feet or 5.406 acres

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\UPLAND.doc

LAND DESCRIPTION

BEING a 72.152 acre tract of land in the J. Rogers Survey, Abstract No. 1103, A. Rogers Survey, Abstract No. 1117, J. Teal Survey Abstract No. 1265 and the S. Shearer Survey Abstract No. 1232, and being part of that tract of land as described by deed to Shaddock Developers, LTD, as recorded in Instrument No. 2004-124198, Real Property records, Denton County, Texas, said 72.152 acres being more particularly described y metes and bounds as follows;

BEGINNING at the northeasterly corner of Shaddock Creek Estates, Phase 6A as recorded in Cabinet X, Page 295 of the Plat Records of Denton County, Texas and on the westerly right-of-way line of Legacy Drive;

THENCE South 88°47'25" West for a distance of 25.00 feet;

THENCE South 88°47'25" West for a distance of 157.57 feet;

THENCE South 43°28'55" West for a distance of 25.25 feet;

THENCE South 88°27'01" West for a distance of 675.01 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 119.76 feet and a central angle of 124°45'25", being subtended by a chord of South 26°04'19" West for a distance of 97.46 feet;

THENCE South 01°12'35" East for a distance of 112.84 feet;

THENCE South 88°47'25" West for a distance of 373.00 feet;

THENCE South 01°12'35" East for a distance of 135.00 feet;

THENCE South 88°47'25" West for a distance of 275.39 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 43°47'25" West for a distance of 108.36 feet;

THENCE South 87°53'10" West for a distance of 125.02 feet;

THENCE South 88°47'25" West for a distance of 599.16 feet;

THENCE North 72°02'43" West for a distance of 95.28 feet;

THENCE South 88°47'25" West for a distance of 92.84 feet;

THENCE South 01°12'35" East for a distance of 140.23 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE South 38°35'10" East for a distance of 33.13 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 163.20 feet and a central angle of 170°00'51", being subtended by a chord of South 58°11'23" East for a distance of 109.58 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 185.00 feet;

THENCE South 01°12'35" East for a distance of 113.38 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 153.77 feet and a central angle of 160°11'37", being subtended by a chord of South 46°12'35" East for a distance of 108.36 feet;

THENCE North 88°47'25" East for a distance of 43.38 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE South 35°57'36" East for a distance of 230.24 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 85.31 feet and a central angle of 88°52'06", being subtended by a chord of South 55°15'03" East for a distance of 77.01 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 222.19 feet and a central angle of 38°34'38", being subtended by a chord of South 71°55'26" East for a distance of 218.02 feet;

THENCE North 88°47'25" East for a distance of 13.65 feet;

THENCE South 01°12'35" East for a distance of 130.00 feet;

THENCE North 88°47'25" East for a distance of 364.02 feet;

THENCE South 01°12'35" East for a distance of 137.47 feet;

THENCE North 79°19'19" West for a distance of 65.55 feet;

THENCE South 89°52'44" West for a distance of 716.61 feet;

THENCE North 00°07'14" West for a distance of 162.29 feet;

THENCE North 33°02'34" West for a distance of 225.00 feet;

THENCE North 37°52'34" West for a distance of 310.00 feet;

THENCE North 68°27'34" West for a distance of 285.00 feet;

THENCE South 89°52'46" West for a distance of 895.00 feet;

THENCE North 40°21'34" West for a distance of 600.00 feet;

THENCE North 56°51'50" West for a distance of 360.50 feet;

THENCE South 89°27'27" West for a distance of 200.02 feet;

THENCE North 00°33'14" West for a distance of 398.70 feet;

THENCE North 89°48'17" East for a distance of 95.00 feet;

THENCE North 00°33'07" West for a distance of 141.61 feet;

THENCE North 89°26'53" East for a distance of 147.00 feet;

THENCE South 00°33'07" East for a distance of 5.70 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 132.16 feet and a central angle of 137°40'23", being subtended by a chord of South 34°17'30" East for a distance of 102.58 feet;

THENCE South 68°01'53" East for a distance of 160.83 feet;

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 127.65 feet and a central angle of 22°09'50", being subtended by a chord of South 79°06'48" East for a distance of 126.86 feet;

THENCE North 89°48'17" East for a distance of 232.68 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 43.91 feet and a central angle of 05°11'26", being subtended by a chord of South 87°31'07" East for a distance of 43.90 feet;

THENCE South 05°09'28" West for a distance of 120.00 feet;

THENCE along a curve to the right having a radius of 350.00 feet, an arc length of 92.67 feet and a central angle of 15°10'12", being subtended by a chord of South 77°15'25" East for a distance of 92.40 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 1000.00 feet, an arc length of 462.17 feet and a central angle of 26°28'49", being subtended by a chord of South 82°54'44" East for a distance of 458.07 feet;

THENCE North 06°09'08" West for a distance of 120.00 feet;

THENCE along a curve to the left having a radius of 880.00 feet, an arc length of 26.41 feet and a central angle of 01°43'11", being subtended by a chord of North 82°59'18" East for a distance of 26.41 feet;

THENCE along a curve to the right having a radius of 870.00 feet, an arc length of 116.57 feet and a central angle of 07°40'11", being subtended by a chord of North 85°57'58" East for a distance of 116.48 feet;

THENCE North 89°48'17" East for a distance of 727.79 feet;

THENCE South 00°11'43" East for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 360.00 feet;

THENCE North 00°11'43" West for a distance of 130.00 feet;

THENCE North 89°48'17" East for a distance of 141.23 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.50 feet and a central angle of 70°19'15", being subtended by a chord of North 89°51'45" East for a distance of 63.35 feet;

THENCE along a curve to the left having a radius of 770.00 feet, an arc length of 482.57 feet and a central angle of 35°54'29", being subtended by a chord of North 71°47'39" East for a distance of 474.71 feet;

THENCE North 53°50'25" East for a distance of 367.67 feet;

THENCE along a curve to the left having a radius of 55.00 feet, an arc length of 67.39 feet and a central angle of 70°11'55", being subtended by a chord of North 53°50'34" East for a distance of 63.25 feet;

THENCE North 53°50'24" East for a distance of 392.07 feet;

THENCE along a curve to the right having a radius of 470.00 feet, an arc length of 211.82 feet and a central angle of 25°49'19", being subtended by a chord of North 66°45'04" East for a distance of 210.03 feet;

G:\2006 JOBS\06-070 Cottonwood Creek Improvements\survey\Word Doc-legal\Floodway-legal.doc

THENCE along a curve to the left having a radius of 330.00 feet, an arc length of 384.93 feet and a central angle of 66°50'00", being subtended by a chord of North 46°14'44" East for a distance of 363.48 feet;

THENCE South 77°10'16" East for a distance of 141.69 feet;

THENCE along a curve to the left having a radius of 2060.39 feet, an arc length of 504.67 feet and a central angle of 14°02'02", being subtended by a chord of South 05°48'29" West for a distance of 503.41 feet;

THENCE South 01°12'35" East for a distance of 420.14 feet to the POINT OF BEGINNING;

Said property contains 3,142,921 square feet or 72.152 acres.

G:\2006 101\5016-070 Cottonwood Creek Improvements\survey\Word-Doc-legal\Floodway-legal.doc

EXHIBIT "C"

DESCRIPTION OF THE PARK IMPROVEMENTS, SPECIFICATIONS AND ESTIMATED CONSTRUCTION COSTS

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

Client: Bill Shaddock	*Client: Dudley Raymond*
Shaddock Companies	*City of Frisco Parks & Rec.*
By: Leonard W. Reeves RLA, ASLA	*Date:*
Studio 13 Design Group, PLLC	*05/17/2012*
Studio 13 Project # FRI005	

Project Summary

A.	Earthwork	$465,000.00
B.	Hardscape Improvements	$750,650.00
C.	Site Amenities	$149,400.00
D.	Softscape Improvements	$459,575.00
E.	Irrigation Improvements	$294,075.00
F.	Pumps & Fountains	$13,500.00
G.	Misc. Utilities	$295,000.00
I.	Contingencies	$242,720.00
	Project Grand Total:	**$2,669,920.00**

Page 1 of 3

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

A. **Earthwork**

	Qty	Unit	Description	Unit Price	Total
1	160,000	CY	Pond Excavation & Haul	$2.25	$360,000.00
2	1	LS	Trail Grading	$30,000.00	$30,000.00
3	1	LS	Fine/Finish Grading	$25,000.00	$25,000.00
4	1	LS	Erosion Control	$50,000.00	$50,000.00
				Section A - Earthwork:	**$465,000.00**

B **Hardscape Improvements**

	Qty	Unit	Description	Unit Price	Total
1	75,000	SF	12' width x 6" depth Concrete Trail	$2.85	$213,750.00
2	20,000	SF	10' and 6' width x 6" depth Concrete Trail	$2.85	$57,000.00
3	1,500	SY	Concrete Parking Lot	$38.00	$57,000.00
4	1,500	SY	Lime Stabilization	$3.00	$4,500.00
5	26	TONS	Lime (34 lbs/sy)	$150.00	$3,900.00
6	5,000	FF	Stone Retaining/Seating	$12.50	$62,500.00
7	600	LF	Misc Hand Rail	$55.00	$33,000.00
8	2	EA	Pedestrian Bridges	$60,000.00	$120,000.00
9	3	EA	Culvert Crossings	$30,000.00	$90,000.00
10	1	EA	Park Entry Feature	$50,000.00	$50,000.00
11	2	EA	Park Monument Signs	$14,500.00	$29,000.00
12	1	LS	Park Sign & Trail Markers	$30,000.00	$30,000.00
				Section B - Hardscape Improvements:	**$750,650.00**

C. **Site Amenities**

	Qty	Unit	Description	Unit Price	Total
1	8	EA	Pedestrian Bench	$1,500.00	$12,000.00
2	6	EA	Picnic Tables	$1,900.00	$11,400.00
4	1	EA	Drinking Fountain	$4,000.00	$4,000.00
7	1	EA	Pavilion Structures	$65,000.00	$65,000.00
8	2	EA	Nature Viewing Blinds	$10,000.00	$20,000.00
9	12	EA	Steel Bollards	$1,000.00	$12,000.00
10	1	LS	Exercise Equipment	$25,000.00	$25,000.00
				Section C - Site Amenities:	**$149,400.00**

Preliminary Cost Estimate
Cottonwood Creek - Greenbelt Park
City of Frisco, Texas

D Softscape Improvements

	Qty	Unit	Description	Unit Price	Total
1	145,000	SF	Buffalo Grass Solid Sod	$0.58	$84,100.00
2	300	EA	3" Caliper Canopy Trees	$350.00	$105,000.00
3	150	EA	2" Caliper Ornamental Trees	$275.00	$41,250.00
4	785,000	SF	Native Grass Hydromulch	0.185	$145,225.00
5	3,000	EA	Native Ornamental & Lake Edge Planting (3 gallon)	$28.00	$84,000.00
				Section D - Softscape Improvements:	**$459,575.00**

E Irrigation Improvements

	Qty	Unit	Description	Unit Price	Total
1	1	LS	Permanent Irrigation System	$110,400.00	$110,400.00
2	1	LS	Temporary Irrigation System	$97,200.00	$97,200.00
3	3	EA	Satellite Irrigation Controller	$9,725.00	$29,175.00
4	2	EA	Irrigation Pump Station	$28,650.00	$57,300.00
				Section E - Irrigation Improvements:	**$294,075.00**

F Pumps & Fountains

	Qty	Unit	Description	Unit Price	Total
1	3	EA	Compression Aeration System	$4,500.00	$13,500.00
				Section F - Pumps & Fountains:	**$13,500.00**

G Misc. Utilities

	Qty	Unit	Description	Unit Price	Total
1	1	LS	Electric Service	$100,000.00	$100,000.00
2	1	LS	Water Service	$35,000.00	$35,000.00
3	2	LS	Water Well	$80,000.00	$160,000.00
				Section G - Misc. Utilities:	**$295,000.00**

Page 3 of 3

EXHIBIT "D"

CONDITIONS OF ESCROW

(a) Title Company is not a party to, and is not bound by, or charged with notice of, any agreement out of which this escrow may arise.

(b) With respect to its escrow obligations, Title Company acts under the Contract as a depository only, and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow, or any part thereof, or for the form or execution thereof, or for the identity or authority of any person executing or depositing it. Title Company will not render investment advice or opinion as to value with respect to the subject matter of this escrow.

(c) In the event Title Company becomes involved in litigation in connection with this escrow, the parties jointly and severally agree, to the extent allowed by law, to indemnify and save Title Company harmless from all loss, cost, damages, expenses and attorneys' fees suffered or incurred by Title Company as a result thereof.

(d) Title Company shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Title Company in good faith believes to be genuine and what it purports to be.

(e) Title Company shall not be liable for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(f) Title Company may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

(g) In the event of any disagreement between the parties to the Contract, or between them or either of any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the escrow, or in the event that Title Company, in good faith, is in doubt as to what action it should take under the Contract, Title Company may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action under the Contract, so long as such disagreement continues or such doubt exists, and in any such event Title Company shall not be or become liable in any way or to any person for its failure or refusal to act, and Title Company shall be entitled to continue so to refrain from acting until: (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction; or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and Title Company shall have been notified thereof in writing signed by all such persons. The rights of Title Company under this paragraph are

cumulative of all other rights which it may have by law or otherwise.

(h) Prior to distributing the subject matter of the escrow, Title Company shall be entitled to payment out of the escrow for all of its costs and expenses (including reasonable fees and expenses of legal counsel) incurred by it in connection with the preparation, operation, administration and enforcement of these conditions of escrow. In the event there are insufficient funds in the escrow to reimburse Title Company in full for its costs and expenses (including reasonable attorneys' fees), Sellers and Purchaser agree to be jointly and severally liable for the payment of said costs and expenses.

(i) Title Company may at any time resign as Title Company hereunder by providing fifteen (15) calendar days' prior written notice of resignation to the parties hereto. Prior to the effective date of the resignation as specified in such notice, Purchaser shall issue to Title Company a written instruction authorizing redelivery of the Deposit to a successor escrow agent that it selects subject to the written consent of Seller, which consent shall not be unreasonably withheld. If no successor escrow agent is named by Purchaser, Title Company may apply to a court of competent jurisdiction for the appointment of a successor escrow agent.

(j) The provisions of this Exhibit "D" above shall survive the resignation or removal of Title Company or the termination of this Contract.

(k) The costs incurred in the resignation of Title Company and appointment of a successor escrow agent shall be borne by Title Company.

"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."

RECORD AND RETURN TO:

Mr. Chris Fuller
Wick Phillips Gould & Martin, LLP
2100 Ross Avenue, Suite 950
Dallas, Texas 75201

_____ [SPACE ABOVE LINE FOR RECORDER'S USE ONLY] _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of _____, 2013 ("Effective Date"), by and among Stillwater National Bank and Trust Company, whose address is 608 South Main, Stillwater, Oklahoma 74070 ("Mortgagee"), the City of Frisco, Texas, a Texas home-rule municipality, whose address is 6101 Frisco Square Blvd., Frisco, Texas 75034, Attention: City Manager ("City"), Shaddock Developers, Ltd., a Texas limited partnership, whose address is 2400 Dallas Parkway, Suite 580, Plano, Texas 75093 ("Shaddock") and Master Developers-SNB, LLC, a Texas limited liability company, whose address is 2400 Dallas Parkway, Suite 580, Plano, Texas 75093 ("Master Developers") (Shaddock and Master Developers are collectively referred to herein as "Developer") with reference to the following facts:

A. **WHEREAS**, Mortgagee has made or will make a loan to Master Developers in the original principal amount of $6,637,004.00 (such loan, as it may be decreased, increased, or otherwise modified, and any replacement financing in substitution therefor, in whole or in part, "Loan"); and

B. **WHEREAS**, to secure the Loan, Master Developers has encumbered or will encumber Phase 6B (as such term is defined in the Development Agreement (hereinafter defined)) ("6B Property"), by entering into that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of _____ 2013, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, "Mortgage") to be recorded in the Official Records of the County of Denton, State of Texas ("Land Records"); and

C. **WHEREAS**, Shaddock owns the Property (as such term is defined in the Development Agreement) (herein referred to as "Park Property"); and

D. **WHEREAS**, Developer and City entered into that certain Development Agreement, dated November 9, 2007, and filed for record under Instrument No. 2008-4010, in the Denton County Land Records ("Original Development Agreement"); and

E. **WHEREAS,** the Original Development was amended and restated pursuant to that certain Amendment and Restatement of Development Agreement (Cottonwood Creek Park Improvements) dated _____, 2013 and filed for record under Instrument No. _____, in the Denton County Land Records ("Amended and Restated Development Agreement"; together with the Original Development Agreement, "Development Agreement"); and

F. **WHEREAS**, Developer and City acknowledge and agree that "Park Fees" (as such term is defined in the Development Agreement) are currently owed, assessed and/or to be assessed on the "Parent Tract" (as such term is defined in the Development Agreement) as prescribed in Ordinance No. 93-04-04, amended by Ordinance Nos. 97-01-02, 00-03,31, 01-08-53, 02-09-97 and 04-12-79, as they exist or may be hereafter amended; and

G. **WHEREAS**, Developer has requested and City has agreed that the Park Fees assessed and applicable to the entire Parent Tract shall be collected solely from the 6B Property, unless otherwise credited pursuant to the terms of the "Contract" (as such term is defined in the Development Agreement and the form of which is attached thereto); and

H. **WHEREAS**, Shaddock and Master Developers have acknowledged and agreed that the Park Fees shall be credited towards the "Purchase Price" (as such term is defined in the Contract, referred to in and attached to the Development Agreement); and

I. **WHEREAS**, City, Developer and Mortgagee desire to agree upon the relative priorities of their interests in the 6B Property and Park Property and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, City and Mortgagee hereby agree as follows:

1. **Definitions**. The following terms shall have the following meanings for purposes of this Agreement.

1.1 **Foreclosure Event**. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Owner becomes owner of the 6B Property; or (c) delivery by Master Developers to Mortgagee (or its designee or nominee) of a deed or other conveyance of Master Developer's interest in the 6B Property in lieu of any of the foregoing.

1.2 **Former Developer.** A "Former Developer" means Developer and any other party that was Developer under the Development Agreement at any time before the occurrence of any attornment under this Agreement.

1.3 **Successor Owner.** A "Successor Owner" means any party that becomes owner of the 6B Property as the result of a Foreclosure Event.

2. **Subordination of 6B Property and Park Property.**

2.1 **Subordination of 6B Property.** The Development Agreement, including, without limitation, any lien rights contained therein, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

2.2 **Subordination of Park Property.** Mortgagee, Shaddock and Master Developers acknowledge and agree that City has not, under any circumstance, subordinated its lien on the Park Property as described in the Development Agreement by virtue of this Agreement. City is consenting to Mortgagee placing a lien on the Park Property that is subordinate and inferior to City's lien on the Park Property under the Development Agreement. Mortgagee acknowledges and agrees that its lien on the Park Property is or will be subject to City's superior lien on the Park Property. Mortgagee agrees to release its lien on the Park Property upon the consummation of the "Closing" (as such term is defined in the Contract) of City's purchase of the Park Property pursuant to the Contract when the sum of, not to exceed, $1,421,037.00 ("Release Sum") is paid to Mortgagee, if required under this Agreement. Developer agrees that City can pay all or a portion of the Release Sum to Mortgagee, as demanded by Mortgagee, to obtain the release of Mortgagee's release of its lien on the Park Property and that City is entitled to rely on the amount of the Release Sum demanded to be paid by City to Mortgagee for the release described in this Subparagraph 2.2 without performing an independent investigation, or otherwise, as to whether Mortgagee is entitled to the demanded sum. Developer hereby releases and holds harmless City for any payment of the Release Sum demanded by Mortgagee and paid to Mortgagee in order to obtain the release of Mortgagee's lien on the Park Property. Notwithstanding anything to the contrary herein, Mortgagee's release of its lien, if any, on the Park Property is, among any other requirements set forth in the Contract, a condition precedent to City Closing on the Park Property.

3. **Non-Disturbance, Recognition and Attornment.**

3.1 **No Exercise of Mortgage Remedies Against City.** So long as the Development Agreement has not been terminated on account of City's default that has continued beyond applicable grace or cure periods (an "Event of Default"), Mortgagee shall not name or join City as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires City to be made a party thereto as a condition to a proceeding against Developer or prosecuting such rights and remedies. In the latter case, Mortgagee may join City as a defendant in

such action only for such purpose and not to terminate the Development Agreement or otherwise adversely affect City's rights under the Development Agreement or this Agreement in such action.

3.2 **Non-Disturbance and Attornment.** If the Development Agreement has not been terminated on account of an Event of Default by City, then, when Successor Owner takes title to the 6B Property: (a) Successor Owner shall be bound to City under all the terms and conditions of the Development Agreement, including but not limited to, liability for any and all default(s) of Former Developer under the Development Agreement occurring prior to the date of attornment (except as provided in this Agreement); (b) City shall recognize and attorn to Successor Owner under the Development Agreement as affected by this Agreement and remit any payments owed by City under the Development Agreement, if any, to Successor Owner; and (c) the Development Agreement shall continue in full force and effect as between City and Successor Owner, in accordance with its terms (except as provided in this Agreement).

3.3 **Further Documentation.** The provisions of this Paragraph 3 shall be effective and self-operative without any need for Successor Owner or City to execute any further documents. City and Successor Owner shall, however, confirm the provisions of this Paragraph 3 in writing upon request by either of them.

4. **Exculpation of Successor Owner.** Notwithstanding anything to the contrary in this Agreement or the Development Agreement, upon any attornment pursuant to this Agreement, the Development Agreement shall be deemed to have been automatically amended to provide that Successor Owner's obligations and liability under the Development Agreement shall never extend beyond Successor Owner's (or its successors' or assigns') interest, if any, in the 6B Property from time to time, including insurance and condemnation proceeds, Successor Owner's interest in the Development Agreement, and the proceeds from any sale or other disposition of the 6B Property by Successor Owner (collectively, "Successor Owner's Interest"). City shall look exclusively to Successor Owner's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Owner under the Development Agreement as affected by this Agreement. If City obtains any money judgment against Successor Owner with respect to the Development Agreement or the relationship between Successor Owner and City, then City shall look solely to Successor Owner's Interest (or that of its successors and assigns) to collect such judgment. City shall not collect or attempt to collect any such judgment out of any other assets of Successor Owner.

Except as expressly stated herein, City is not, under any circumstance, diminishing, reducing, relinquishing, waiving and/or eliminating any of its rights and/or remedies: (i) under Paragraph 5(a) of the Development Agreement and/or Article III of the Contract (as defined in the Development Agreement); (ii) based on City's reliance on Developer's warranties, representations, waivers and/or releases set forth in the Development Agreement and/or the Contract; and/or (iii) in enforcing any indemnity set forth in the Development Agreement and/or the Contract.

5. **Mortgagee's Right to Cure.**

5.1 Notice to Mortgagee. Notwithstanding anything to the contrary in the Development Agreement or this Agreement, before exercising any rights or remedies under the Development Agreement, City shall provide Mortgagee (or Successor Owner, so long as City has received written notice of the Successor Owner and its address for purposes of notices hereunder) with notice of the breach or default by Developer giving rise to same ("Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

5.2 Mortgagee's Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Developer under the Development Agreement in which to cure the breach or default by Developer. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Developer, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

5.3 Extended Cure Period. In addition, as to any breach or default by Developer the cure of which requires possession and control of the 6B Property, provided only that Mortgagee undertakes by written notice to City within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time ("Extended Cure Period") as Mortgagee may reasonably require to either (a) obtain possession and control of the 6B Property and thereafter cure the breach or default with reasonable diligence and continuity or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default. Notwithstanding anything to the contrary herein, the Extended Cure Period shall not, under any circumstance, extend beyond ninety (90) days from the date of the Default Notice.

6. **Miscellaneous.**

6.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement,, subject to change by notice under this subparagraph 6.1. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

6.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Owner, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to City of written notice thereof, including the assignee's address for notices hereunder, accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee, City and Developer regarding the subordination of the Development Agreement to the Mortgage and the rights and obligations of City and Mortgagee as to the subject matter of this Agreement.

6.4 Interaction with Development Agreement and with Mortgage. If this Agreement conflicts with the Development Agreement, then this Agreement shall govern as between the parties and any Successor Owner, including upon any attornment pursuant to this Agreement. Mortgagee confirms that Mortgagee has consented to Developer entering into the Development Agreement.

6.5 Interpretation; Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas, which is the County in which the principal administrative offices of City are located. It is specifically agreed between the parties hereto that Collin County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought and exclusive venue shall lie in Collin County, Texas.

6.6 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

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

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

6.9 Attorney's Fees. In any legal preceding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted under Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee, Shaddock, Master Developers and City as of the Effective Date.

CITY:
CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By:_____
George Purefoy, City Manager

MORTGAGEE:
STILLWATER NATIONAL BANK AND TRUST COMPANY

By:_____
Name:_____
Title:_____

DEVELOPER:
SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership

By: SHADDOCK DEVELOPMENT COMPANY,
a Texas corporation
Its: General Partner

By:_____
William C. Shaddock, President

MASTER DEVELOPERS-SNB, LLC,
a Texas limited liability company

By:_____
Name: William C. Shaddock
Title: Manager

ACKNOWLEDGMENTS

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____ of _____, on behalf of said entity.

_____
Notary Public

My Commission Expires:
_____

_____
Print name of Notary

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20___, by _____, _____ of _____, on behalf of said entity.

_____
Notary Public

My Commission Expires:
_____

_____
Print name of Notary

STATE OF Texas §
§
COUNTY OF Collin §

This instrument was acknowledged before me this 1st day of May, 2013, by William C. Shaddock President of Shaddock Development Company, on behalf of said entity.

Sandy Mick
_____
Notary Public

My Commission Expires:
_____

Sandy Mick
_____
Print name of Notary

SANDY MICK
Notary Public
State of Texas
My Comm. Expires 05-28-2016

STATE OF Texas §
§
COUNTY OF Collin §

This instrument was acknowledged before me this 1st day of May, 2013, by William C. Shoddock, Manager of Master Developers SNB, LLC, on behalf of said bank.

Notary Public

My Commission Expires:

SANDY MICK
Notary Public
State of Texas
My Comm. Expires 05-28-2016

Sandy Mick
Print name of Notary

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
IN RESPECT OF DEVELOPMENT AGREEMENT

1. PARTIES. Shaddock Developers, Ltd., a Texas limited partnership ("Shaddock Developers") and Master Developers-SNB, LLC, a Texas limited liability company ("Master Developer") having a place of business at 2400 Dallas Parkway, Suite 580, Plano, Texas 75093, Attention: William Shaddock (hereinafter collectively called "Assignor") as of this _____ day of _____, 2013, hereby assigns, transfers, sets over, pledges and, if applicable, delivers, to Stillwater National Bank and Trust Company, having a place of business at 608 South Main, Stillwater, Oklahoma 74070, as lender (hereinafter called "Lender"), under a certain Loan Agreement dated _____ ___, 2013, among Assignor, as Borrower, and Lender, as Lender (hereinafter, as the same may be amended, restated, supplemented or otherwise modified, called "Loan Agreement"), and hereby grants to Lender a continuing security interest in the Assigned Agreement (as defined herein) to secure the obligations of the Assignor under the Loan Agreement and the other Loan Documents ("Obligations").

2. LOAN AGREEMENT; DEFINED TERMS. This Collateral Assignment and Security Agreement ("Agreement") is given pursuant to the terms, provisions and conditions of the Loan Agreement. In the event of any conflict between this Agreement and the Loan Agreement, the provisions of the Loan Agreeme nt shall govern. Capitalized terms not otherwise specifically defined herein shall have the same meaning herein as in the Loan Agreement.

3. ASSIGNED AGREEMENT. The term "Assigned Agreement" shall mean that certain Development Agreement, dated November 9, 2007, and filed for record under Instrument No. 2008-4010, in the Denton County Land Records; as amended and restated pursuant to that certain Amendment and Restatement of Development Agreement (Cottonwood Creek Park Improvements) dated _____ and filed for record under Instrument No. _____, in the Denton County Land Records, and all of Assignor's right, title and interest therein, whether now owned or hereafter acquired, and all proceeds and products thereof, and all accounts, contract rights and general intangibles related thereto.

4. COVENANTS, WARRANTIES AND REPRESENTATIONS. Assignor covenants with, and warrants and represents to Lender that:

   4.1 Except as provided in or permitted by the Loan Agreement, Assignor is and shall be the "Developer" pursuant to the terms of the Assigned Agreement free and clear of all pledges, liens, security interests and other encumbrances of every nature whatsoever, except as specifically provided under the terms of the Assigned Agreement and/or except in favor of Lender;

   4.2 Except as provided in or permitted by the Loan Agreement, Assignor has the full right, power and authority to assign, and to grant the pledge of and security interest in, the Assigned Agreement as herein provided, subject to the terms of the Assigned Agreement and execution by the City of Frisco, Texas ("City") of the consent provided below;

4.3 The execution, delivery and performance of this Agreement by Assignor does not and will not result in the violation of any mortgage, indenture, contract, instrument, agreement, judgment, decree, order, statute, rule or regulation to which Assignor is subject or by which it or any of its property is bound;

4.4 Except as provided in or permitted by the Loan Agreement, or by the express terms of the Assigned Agreement, Assignor shall not make any other assignment of, or permit any pledge, lien, security interest or encumbrance to exist with respect to, the Assigned Agreement except in favor of Lender, and Assignor shall not otherwise transfer, assign, sell or exchange its interest in the Assigned Agreement;

4.5 A true and complete executed counterpart, or certified copy, of the Assigned Agreement has been delivered to Lender;

4.6 The Assigned Agreement is valid and enforceable in all material respects in accordance with its terms, has not been modified, and to Assignor's knowledge, no default exists thereunder on the part of any party thereto;

4.7 The Assigned Agreement shall not be amended, modified or changed in any material respect, have any of its terms waived by Assignor, or cancelled or terminated, without Lender's prior written consent in each instance; and

4.8 Assignor shall pay and perform all of its obligations under or with respect to the Assigned Agreement, as and when due, and not permit any default by it to exist with respect thereto. Assignor shall exercise all efforts necessary to enforce or secure performance by any other party to the Assigned Agreement.

5. RIGHTS OF ASSIGNOR PRIOR TO DEFAULT. So long as there is no Event of Default, Assignor shall have and may exercise all rights as the owner or holder of the Assigned Agreement which are lawful and are not inconsistent with the provisions of the Loan Documents. Immediately upon the occurrence and during the continuance of any Event of Default, the right described in the preceding sentence shall cease and terminate, and in such event Lender is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority inuring to Assignor under the Assigned Agreement as fully as Assignor could itself.

6. IRREVOCABLE DIRECTION. Assignor hereby irrevocably directs the contracting party to the Assigned Agreement, to the extent not prohibited by either the Assigned Agreement or applicable law, or to the extent permitted under any recognition or other agreement executed by such grantor or licensor, upon demand and after written notice from Lender to the contracting party to the Assigned Agreement of the occurrence of an Event of Default under any of the Loan Documents, to recognize and accept Lender as the holder of the Assigned Agreement for any and all purposes as fully as it would recognize and accept Assignor and the performance of Assignor thereunder. The term "contracting party" shall mean the City of Frisco, Texas. Assignor does hereby constitute and appoint Lender, while this Agreement remains in force and effect, irrevocably, and with full power of substitution and revocation, its true and lawful attorney for and in its name, place and stead, after the occurrence of such an Event of Default, to demand and enforce compliance with all the terms and conditions of

the Assigned Agreement and all benefits accrued thereunder, whether at law, in equity or otherwise.

7. UCC RIGHTS AND REMEDIES. Further, and without limitation of the foregoing rights and remedies, upon an Event of Default which is continuing, Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in the State of Texas, with respect to the Assigned Agreement, in addition to the rights and remedies otherwise provided for herein or by law or in equity or in any other Loan Document. Assignor agrees that a sale of the Assigned Agreement shall be commercially reasonable should the Lender give Assignor ten (10) days, prior written notice of the time and place of a public sale of the Assigned Agreement or the time after which any private sale or any other intended disposition is to be made. After deducting all expenses incurred in connection with the enforcement of its rights hereunder, Lender shall cause the proceeds of the Assigned Agreement to be applied to the Obligations in such order as is set forth in the Loan Agreement and Assignor shall remain liable for any deficiency.

8. INDEMNIFICATION. Assignor hereby agrees to indemnify and to defend and hold Lender harmless against and from all liability, loss, damage and expense, including attorney's fees, which it may or shall incur by reason of this Agreement, or by reason of any action taken in good faith by Lender hereunder or with respect to the Assigned Agreement, and against and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in the Assigned Agreement. Should Lender incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the Default Rate, shall be payable by Assignor to Lender immediately upon demand, or at the option of Lender, Lender may reimburse itself therefor out of any receipts, rents, income or profits of the Property collected by Lender before the application of such receipts, rents, income or profits to any other Obligations.

9. LENDER NOT OBLIGATED. Nothing contained herein or elsewhere shall operate to obligate, or be construed to obligate, Lender to perform any of the terms, covenants or conditions contained in the Assigned Agreement or otherwise to impose any obligation upon Lender with respect to the Assigned Agreement prior to written notice by Lender to Assignor of Lender's election to assume Assignor's obligations under the Assigned Agreement. Prior to written notice from Lender of such election, this Agreement shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Project or for the payment, performance or observance of any obligation, requirement or condition under the Assigned Agreement, or under any agreement in respect to such Assigned Agreement, and the execution of this Agreement by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Project as well as the payment, performance or observance of any obligation, requirement or condition under the Assigned Agreement is and shall be that of Assignor, prior to written notice from Lender of such election. Even if Lender does exercise its rights, it shall only be liable to any of the other parties to the Assigned Agreement only during the period that it is exercising the rights of Assignor under the Assigned Agreement, and at all times Assignor retains the obligation to reimburse Lender promptly upon demand or otherwise pay when due all obligations incurred in connection with the Assigned Agreement.

10. FURTHER ASSURANCES; UCC FILINGS. Assignor agrees to execute and deliver to Lender, at any time or times during which this Agreement shall be in effect, such further instruments as Lender reasonably and in good faith may deem necessary to make effective this Agreement, the security interest created hereby and the covenants of Assignor herein contained. To evidence such security interest, at the request of Lender, Assignor shall, in a form satisfactory to Lender, execute and deliver one or more financing statements, and any continuation thereof, pursuant to the provisions of the Uniform Commercial Code as enacted in the State of Texas and shall pay the cost for filing thereof.

11. NO WAIVER: CUMULATIVE RIGHTS. To the extent permitted by applicable law, failure of Lender to avail itself of any of the terms, covenants, and conditions of this Agreement for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Lender under this Agreement are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Lender shall have under or by virtue of the Obligations and the Loan Documents. The rights and remedies of Lender hereunder may be exercised from time to time and as often as such exercise is deemed expedient by Lender.

12. LENDER: RIGHT TO ASSIGN. Assignor agrees that upon any sale or transfer by Lender of the Loan Documents and the indebtedness evidenced thereby in accordance with the Loan Agreement, or upon any person acquiring the Project or any interest therein, Lender may deliver to the purchaser or transferee the Assigned Agreement and may assign to such purchaser or transferee the rights of Lender hereunder, who shall thereupon become vested with all powers and rights given to Lender in respect thereto (and subject to Lender's obligations hereunder), and Lender shall be forever relieved and fully discharged from any liability or responsibility thereafter accruing in connection therewith. In no event shall Lender be liable with respect to, or on account of, the Assigned Agreement, and Lender shall specifically have no obligation to enforce any rights against the contracting party.

13. TERMINATION AND REASSIGNMENT. Upon full payment of the obligations and liabilities set forth or contained in this Agreement and the other Loan Documents (excluding only any liabilities which might arise in the future under the Environmental Indemnity) and simultaneously with the discharge of the Deed of Trust, this Agreement shall become and be void and of no effect and, in that event, Lender covenants to execute and deliver to Assignor instruments effective to evidence the termination of this Agreement and the reassignment (without recourse) to Assignor of the Assigned Agreement and the rights, title, interest, power and authority assigned herein; provided, however, that any affidavit, certificate or other written statement of any officer of Lender stating that any part of said indebtedness remains unpaid shall be and constitute conclusive evidence of the then validity, effectiveness and continuing force of this Agreement and any person, firm, or corporation receiving any such affidavit, certificate or statement may, and is hereby authorized to rely thereon.

14. COPIES OF DEFAULT NOTICES. Assignor agrees to provide Lender promptly, but in any event within five (5) Business Days after receipt thereof by Assignor, with copies of any and all notices received by Assignor which allege, either directly or indirectly, that Assignor is in default of, or deficient in the performance of the terms of any obligation of Assignor under, the Assigned Agreement, or that any fact or circumstance exists which could reasonably lead to the termination, suspension, revocation or loss of the Assigned Agreement.

15. NOTICES. Any notices given pursuant to this Agreement shall be sufficient only if given in the manner provided for in the Loan Agreement.

16. SUCCESSORS AND ASSIGNS. All of the agreements, obligations, undertakings, representations and warranties herein made by Assignor shall inure to the benefit of Lender, and its successors and assigns and shall bind Assignor and its successors and assigns.

17. CAPTIONS AND HEADINGS. Captions and headings in this Agreement are intended solely for the convenience of the parties and shall not be considered in the determination of the meaning of any provision hereof.

18. GRACE PERIODS AND NOTICE. The grace period and notice provisions set forth in the Loan Agreement shall be applicable to any Default under this Agreement.

19. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of such collateral assignment is sought.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date first written above.

ASSIGNOR:
SHADDOCK DEVELOPERS, LTD.,
a Texas limited partnership

By: SHADDOCK DEVELOPMENT COMPANY,
a Texas corporation
Its: General Partner

By: _____
William C. Shaddock, President

MASTER DEVELOPERS-SNB, LLC,
a Texas limited liability company

By: _____
Name: William C. Shaddock
Title: Manager

LENDER:
STILLWATER NATIONAL BANK AND TRUST COMPANY

By:_____

Name:_____

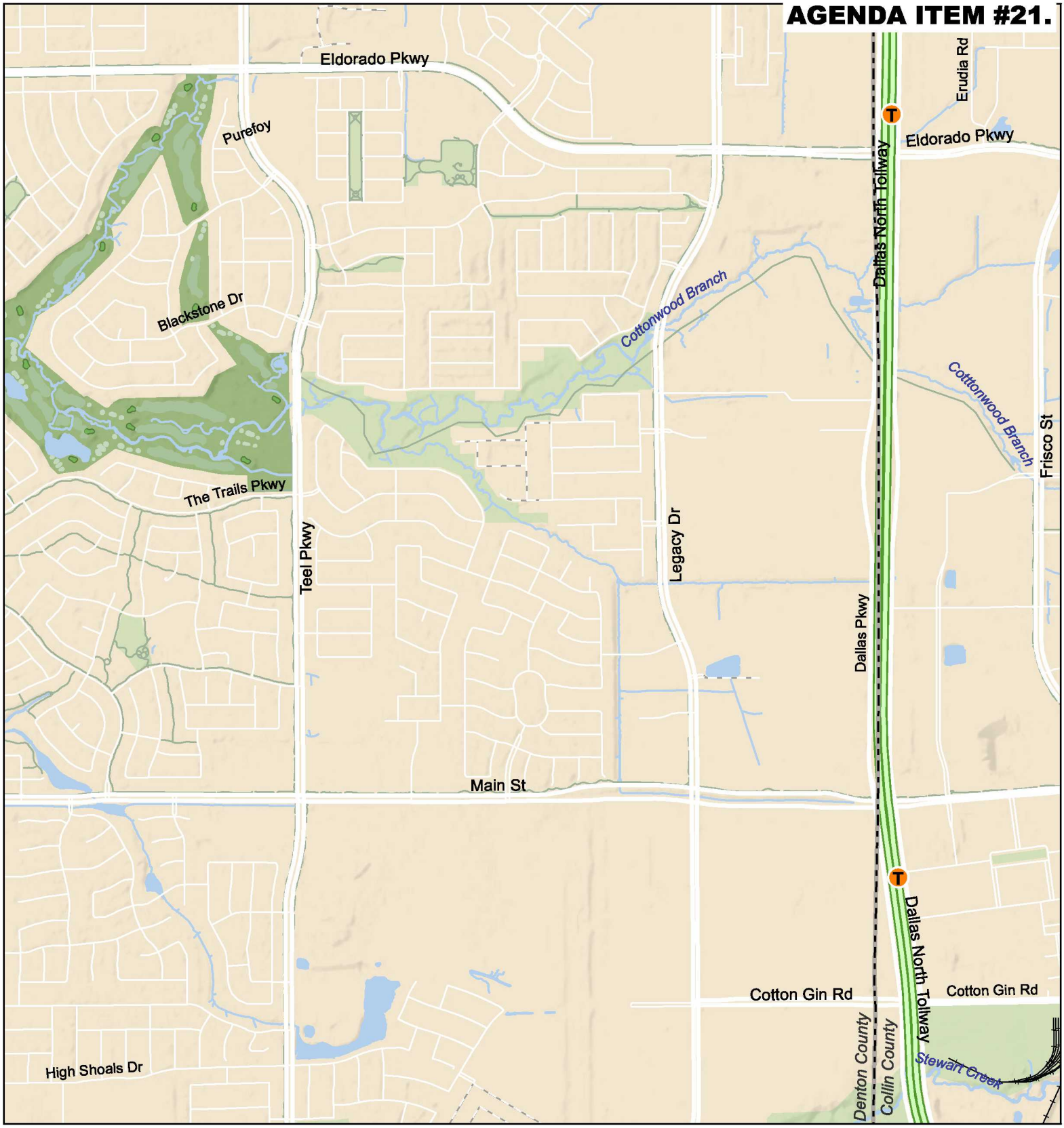
Title:_____

CONSENT TO ASSIGNMENT

The City hereby consents to the assignment of the Assigned Agreement from Assignor to Lender as described in this Agreement. Notwithstanding the foregoing sentence, City is not: (i) a party to this Agreement; and (ii) under any circumstance whatsoever, diminishing, reducing, relinquishing, waiving and/or eliminating and of its rights and/or remedies it has against the Developer (as defined in the Assigned Agreement) and/or any other successor and/or assignee of the Developer under the Assigned Agreement by virtue of this Agreement.

CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By:_____
George Purefoy, City Manager



Cottonwood Creek Park

FRISCO

DISCLAIMER. The City of Frisco has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Frisco assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Frisco makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or in[illegible] ALL REPRESENTATIONS AND WARRANTIES, EX[illegible]cluding the implied warranties of merchantability and fitness for a particular purpose.

AGENDA ITEM #22.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name of Cottonwood Creek Park, for a future linear park located along Cottonwood Creek within the Shaddock Creek Subdivison.

Action Requested: Staff respectfully requests that The City Council adopt a recommendation, from the Parks and Recreation Board, for the official naming of a future linear park to "Cottonwood Creek Park".

Background Information: The Parks and Recreation Board appointed a "Park Naming Committee" which is made up of citizens. The Committee met on April 25, 2013 and considered names for 3 future Park Sites. One of the park sites is the area between Teel Parkway and Legacy Drive along Cottonwood Creek.

The site is 77 acres within the Shaddock Creek, Kings Garden, and Heather Ridge subdivisions. This new park, which is currently in the development stages, will be a unique and one of a kind Linear Park. It will be located within the floodplain along Cottonwood Creek. The park includes hike and bike trails, ponds, natural grass areas, a fishing pier, and passive recreation items. The park will keep a "nature preserve" feel.

The Park Naming Committee recommended that the current working name be retained as it has been used for many years and a large number of people know the project by that name. They also felt that residents would naturally feel that the

Cottonwood Creek running through the site, would serve as the primary reference for the development.

The Park Naming Committee presented their recommendation to the Park and Recreation Board at the May 9, 2013.

Board Review/Citizen Input: The Parks and Recreation Board at their May 9, 2013 meeting approved the recommendation of the Park Naming Committee and recommended the "Cottonwood Creek Park" be forwarded to City Council for consideration.

Alternatives:

- Not approve the name
- Ask the Parks and Recreation Board for another name to consider
- Not recommend a name for the park at this time

Financial Considerations: Not applicable

Legal Review: Not applicable

Supporting Documents:

- Resolution
- Location Map

Staff Recommendation: Approve the proposed name for the future park site, as proposed by the Park Naming Committee and recommended by the Parks and Recreation Board.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY ADOPTING A RECOMMENDATION FROM THE PARKS AND RECREATION BOARD, FOR THE OFFICIAL NAMING OF A FUTURE LINEAR PARK

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

SECTION 1: The City Council of the City of Frisco, Texas, hereby approves and adopts a recommendation from the Parks and Recreation Board, the official naming of a future linear park. The 77 acre park, located within the Shaddock Creek, Kings Garden and Heather Ridge subdivisions, shall hereby be referred to as "Cottonwood Creek Park".

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

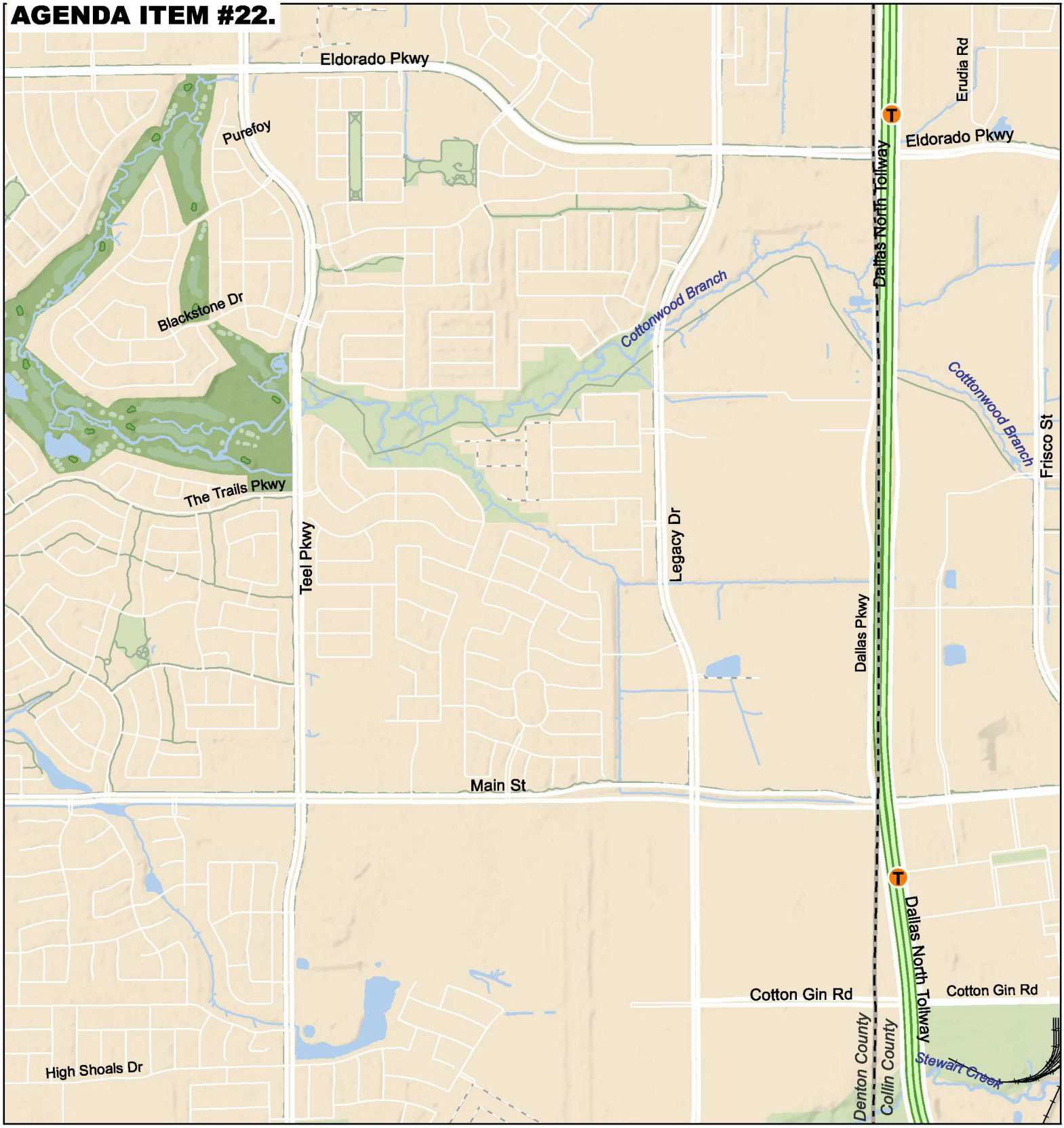
RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #22.



Cottonwood Creek Park

DISCLAIMER. The City of Frisco has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Frisco assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Frisco makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or in[illegible] ALL REPRESENTATIONS AND WARRANTIES, EX[illegible]cluding the implied warranties of merchantability and fitness for a particular purpose.

AGENDA ITEM #23.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: **Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name of Boulder Draw Park, for a future neighborhood park located near El Dorado Pkwy and Teel Pkwy.**

Action Requested: Staff respectfully requests that The City Council adopt a recommendation, from the Parks and Recreation Board, for the official naming of a future neighborhood park to "Boulder Draw Park".

Background Information: The Parks and Recreation Board appointed a "Park Naming Committee" which is made up of citizens. The Committee met on April 25, 2013 and considered names for 3 future Park Sites. One of the sites is located on 9 acres between The Knolls of Frisco and Newman Village subdivision.

There was no current official name given to the project, although Newman Village Neighborhood Park has been used. The Park Naming Committee decided on Boulder Draw Park for the new neighborhood park. The area had no significant historical references and the topography did not lend itself to any obvious choices. The Park Naming Committee concluded that the area's best feature was the natural draw that splits the site, and the intended use of boulders to be placed as part of the landscaping plan.

The Park Naming Committee presented their recommendation to the Park and Recreation Board at the May 9, 2013.

Board Review/Citizen Input: The Parks and Recreation Board at their May 9, 2013 meeting approved the recommendation of the Park Naming Committee and recommended the "Boulder Draw Park" be forwarded to City Council for consideration.

Alternatives:

- Not approve the name
- Ask the Parks and Recreation Board for another name to consider
- Not recommend a name for the park at this time

Financial Considerations: Not applicable

Legal Review: Not applicable

Supporting Documents:

- Resolution
- Location Map

Staff Recommendation: Approve the proposed name for the future park site, as recommended by the Parks and Recreation Board.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY ADOPTING A RECOMMENDATION FROM THE PARKS AND RECREATION BOARD, FOR THE OFFICAL NAMING OF A FUTURE NEIGHBORHOOD PARK

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

SECTION 1: The City Council of the City of Frisco, Texas, hereby adopts a recommendation from The Parks and Recreation Board, the official naming of a future neighborhood park. The 9 acre park, located between The Knolls of Frisco and Newman Village subdivision, shall hereby be referred to as "Boulder Draw Park".

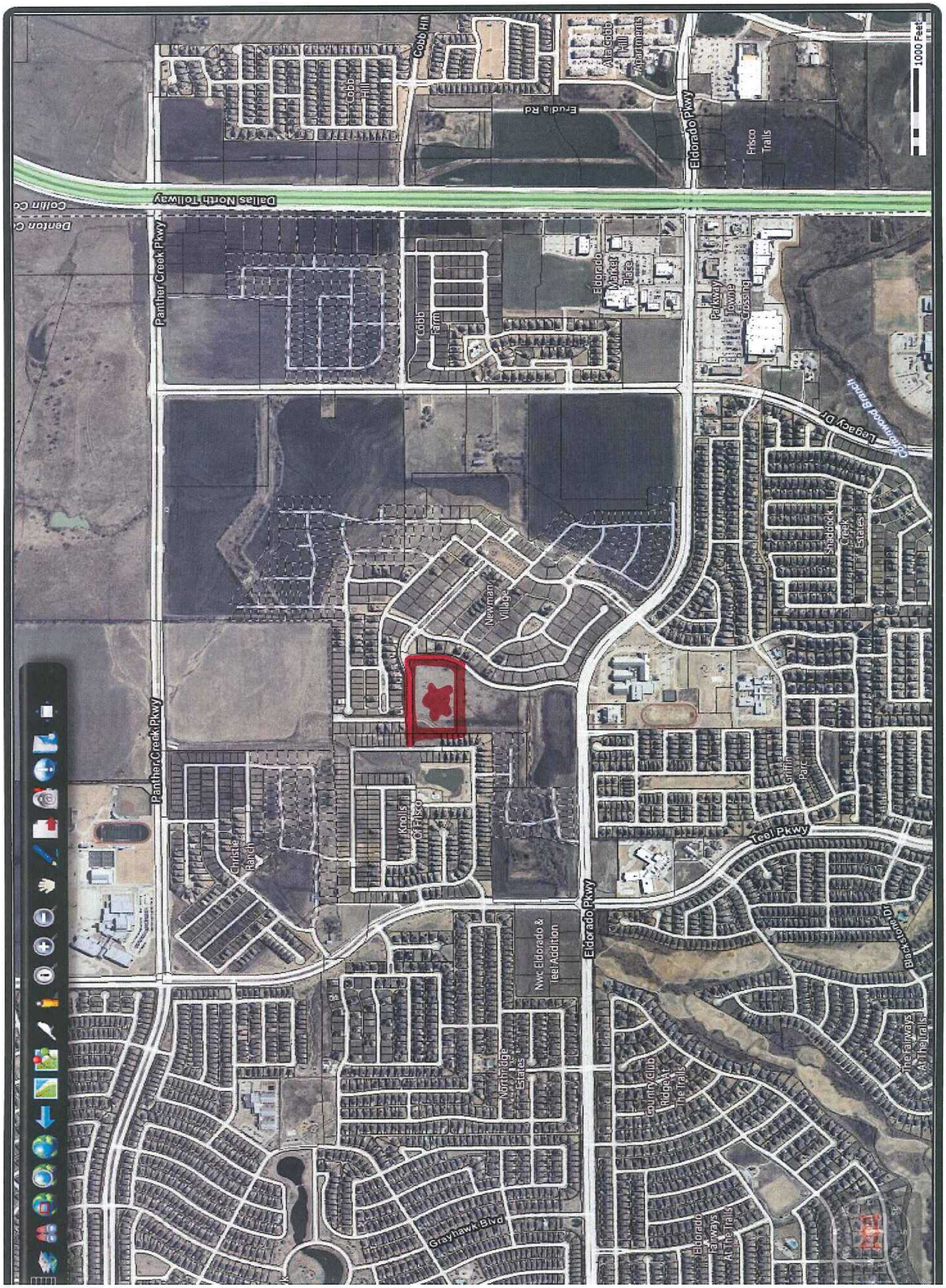
SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary


Dallas North Tollway
Panther Creek Pkwy
Eldorado Pkwy
Teel Pkwy
Legacy Dr
Cottonwood Branch
Cobb Hill
Cobb Farm
Eldorado Market Place
Parkway Towne Crossing
Frisco Trails
Alta Cobb Hill Apartments
Erwin Rd
Newman Village
Shaddock Creek Estates
Griffin Parc
Kroll's of Frisco
Christie Ranch
Nwc Eldorado & Teel Addition
Northridge Estates
Country Club Ridge At The Trails
The Fairways At The Trails
Blackstone Dr
Grayhawk Blvd
1000 Feet

AGENDA ITEM #24.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: **Consider and act upon a recommendation by the Parks and Recreation Board, approving a resolution, to adopt a proposed Master Plan for a future neighborhood park located between The Knolls of Frisco and Newman Village subdivisions.**

Action Requested: Staff respectfully requests that The City Council consider and act upon a recommendation by the Parks and Recreation Board, to adopt a proposed Master Plan for a new neighborhood park located between The Knolls of Frisco and Newman Village subdivisions, a copy of which is attached.

Background Information: This project is located between The Knolls of Frisco and Newman Village subdivisions on a 9 acre City owned property. FISD is designing and constructing a new Elementary School to the south that will open Fall of 2014.

City Council approved staff to hire the firm of Freese and Nichols to design the Master Plan concept late in 2012. The consultant, working with City Staff, designed 3 different Master Plan concepts. Residents of the adjoining neighborhoods were asked to attend a master plan meeting in April where the consultant presented the three different designs to get feedback.

In that process the consultants had discussions and fielded questions to determine what residents would like to see in their new park. Staff discussed with the residents how the process evolved, what the City usually includes in our neighborhood parks and what the Consultants intention was for the different concepts. Residents were

overwhelmingly in favor of one design, with a few reasonable modifications that we attempted to address in the plan you have before you.

Board Review/Citizen Input: The Parks and Recreation Board voted in favor of the design presented.

Alternatives:

- Approve the master plan
- Table the master plan
- Give staff recommendations and direction on how to proceed

Financial Considerations: Not applicable

Legal Review: Not applicable

Supporting Documents:

- Copy of the proposed Master Plan
- Resolution
- Location Map

Staff Recommendation: Approve and adopt the proposed Master Plan, for the future neighborhood park, as recommended by the Parks and Recreation Board.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY ADOPTING A PROPOSED MASTER PLAN, FOR THE DEVELOPMENT OF A FUTURE NEIGHBORHOOD PARK.

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

SECTION 1: The City Council of the City of Frisco, Texas, hereby approves and adopts a proposed Master Plan for the development of a future neighborhood park. The 9 acre park located between The Knolls of Frisco and Newman Village subdivision has been approved and recommended by the Parks and Recreation Board.

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

Newman Boulevard

Hollister Drive

Briar Ridge Ro

Existing Headwall

Parking

Large Shade Trees, typ.

Shrubs / Ornamental Grasses, typ.

Park Sign

Large Shade Trees, typ.

Exercise Station

Small Shade Trees, typ.

Multi-Use Court

Pavilion

Playground

Open Space

Pedestrian Bridge

Ornamental Trees, typ.

Practice Area

Existing Drainage Channel

Practice Area

Backstop

Bench Station, typ.

Concrete Trail, typ.

Park Sign

City of Frisco

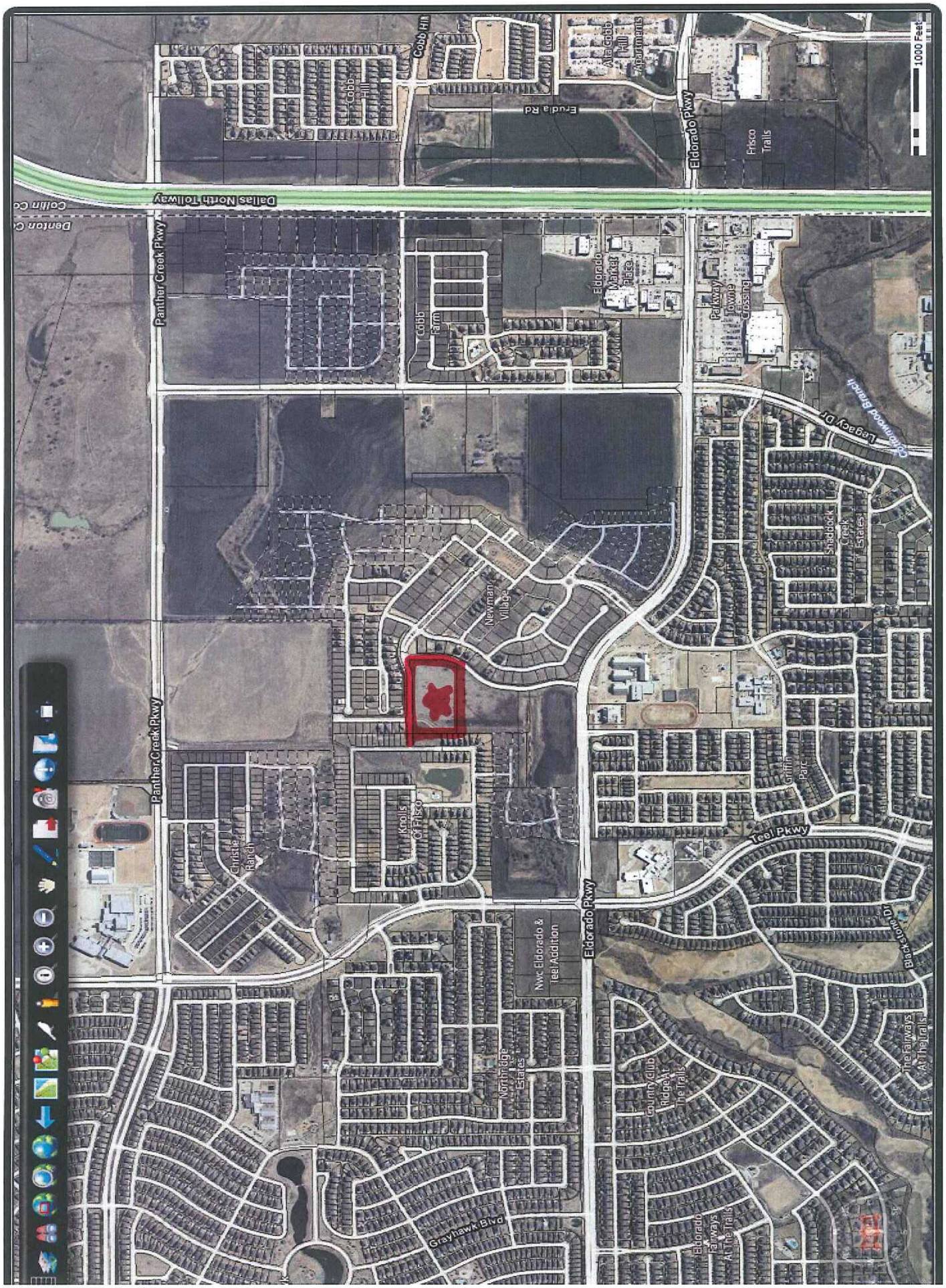
Neighborhood Park - Final Concept Plan

NORTH

0 10' 20' 30' 60'
SCALE IN FEET

May 9, 2013

FREESE NICHOLS


Dallas North Tollway
Panther Creek Pkwy
Eldorado Pkwy
Teel Pkwy
Legacy Dr
Cobb Hill
Cobb Farm
Eldorado Market Place
Parkway Towne Crossing
Cottonwood Branch
Newman Village
Shaddock Creek Estates
Griffin Parc
Kroll's of Frisco
Christie Ranch
Nwc Eldorado & Teel Addition
Northridge Estates
Country Club Ridge At The Trails
The Fairways At The Trails
Blackstone Dr
Grayhawk Blvd
Frisco Trails
Alta Cobb Apartments
Erud a Rd
1000 Feet

AGENDA ITEM #25.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

From: **Dudley Raymond R.L.A., Parks Planning and Business Development Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation

Date: **5/13/2013**

Agenda Caption: **Consider and act upon a recommendation from the Parks and Recreation Board, approving a resolution, to adopt the name Hackberry Knoll Park for a future neighborhood park in the Grayhawk subdivision.**

Action Requested: Staff respectfully requests that The City Council approve and adopt a recommendation, from the Parks and Recreation Board, for the official naming of a future neighborhood park to "Hackberry Knoll Park".

Background Information: The Parks and Recreation Board appointed a "Park Naming Committee" which is made up of citizens. The Committee met on April 25, 2013 and considered names for 3 future Park Sites. This 9 acre park is within the Grayhawk subdivision at the intersection of Labrador Run Drive and Koehn Drive. The park is on the 5-year plan to be master planned in 2014 and developed in 2015.

Currently, the park is called Grayhawk II.

The Park Naming Committee decided on Hackberry Knoll Park for the new name. Members of the Committee referenced the large amount of Hackberry Trees that have grown on that site and in the area, both current and historical. The Park Naming Committee determined that the site also sits on a hill or "Knoll" of sorts and would allow the topography and natural elements to be a great reference to the sites features.

The Park Naming Committee presented their recommendation to the Park and Recreation Board at the May 9, 2013.

Board Review/Citizen Input: The Parks and Recreation Board at their May 9, 2013 meeting approved the recommendation of the Park Naming Committee and recommended the "Hackberry Knoll Park" be forwarded to City Council for consideration.

Alternatives:

- Not approve the name
- Ask the Park Naming Committee for another name to consider
- Not recommend a name for the park at this time

Financial Considerations: Not applicable

Legal Review: Not applicable

Supporting Documents:

- Resolution
- Location Map

Staff Recommendation: Approve the proposed name for the future park site, as recommended by the Parks and Recreation Board.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY ADOPTING A RECOMMENDATION FROM THE PARKS AND RECREATION BOARD, FOR THE OFFICAL NAMING OF A FUTURE NEIGHBORHOOD PARK

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

SECTION 1: The City Council of the City of Frisco, Texas, hereby adopts a recommendation from The Parks and Recreation Board, the official naming of a future neighborhood park. The 9 acre park located within the Grayhawk subdivision, at the intersection of Labrador Run Drive and Koehn Drive, shall hereby be referred to as "Hackberry Knoll Park".

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

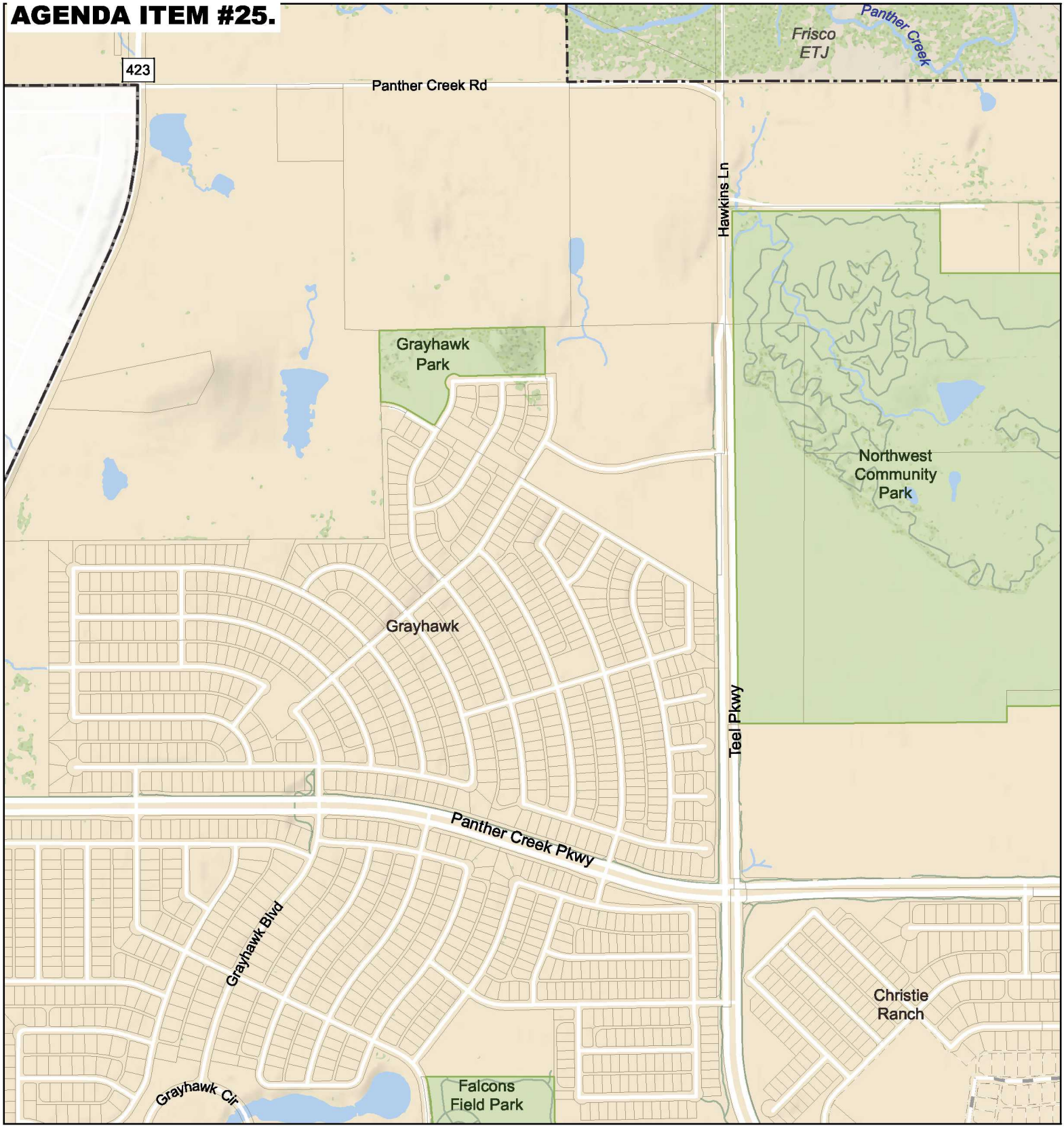
RESOLVED THIS the _____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #25.



Grayhawk Park

DISCLAIMER. The City of Frisco has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Frisco assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Frisco makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or in[illegible] ALL REPRESENTATIONS AND WARRANTIES, EX[illegible]cluding the implied warranties of merchantability and fitness for a particular purpose.

AGENDA ITEM #26.



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
Tom Johnston, Director of Administrative Services

From: **Daniel Ford, Purchasing Manager**

Date: **May 10, 2013**

Subject: **Consider and Act Upon Approval of a Purchase Order to Medical Priority Consultants, Inc. dba Priority Dispatch Corporation for the Purchase of Medical ProQA Software**

Action Requested: City Council approval of a purchase order to Medical Priority Consultants, Inc. dba Priority Dispatch Corporation for the purchase of Medical ProQA Software in the amount of $43,475.

Background Information: Sole source expenditure for products from Priority Dispatch Corporation, as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Priority Dispatch is the sole all purpose and comprehensive priority dispatch systems provider and is the only provider of a fully two-way CAD integrated priority dispatch software system, known as ProQA. The ProQA software will ensure greater compliance with the Emergency Medical Dispatch protocols by replacing currently used medical instruction cards and empower the dispatchers to more effectively provide pre-arrival instructions to the public.

Approval of this purchase order to Priority Dispatch would be followed by an administratively approved purchase order to Integrated Computer Systems in the amount of $9,944.50, and Dell in the estimated amount of $4,600. The purchase order to Integrated Computer Systems will allow for an interface of the Medical ProQA Software with the City's current CAD software, and Integrated Computer Systems is the City's current CAD software and support provider. The purchase order to Dell will allow for a server to support this software.

Board/ Citizen Input: N/A

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

Financial Considerations: Available funds are appropriated in the Fire Department fiscal year 2013 operating budget.

Legal Review: N/A

Supporting Documents: Department memo, Software License Agreement, Priority Dispatch Quote, Integrated Computer Systems Quote, and Priority Dispatch sole source letter.

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Memorandum

To: **Daniel Ford, Purchasing Manager**

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

From: **Lee Glover, Assistant Fire Chief**

Date: **April 1, 2013**

Subject: **Request for City Council consideration for the approval of purchase orders to Priority Dispatch for the purchase of Medical Pro QA Software and to Integrated Computer Systems, Inc. for the purchase of the Medical Pro QA Computer Aided Dispatch (CAD) Host Interface and CAD Client Software**

Attached for your consideration is a request for City Council consideration and approval of purchase orders to Priority Dispatch of Salt Lake City, Utah, in the amount of $43,475, for the purchase of Medical Pro QA Software and to Integrated Computer Systems, Inc. of McKinney, Texas, in the amount of $9,944.50, for the purchase of Medical Pro QA CAD Host Interface and CAD Client Software. Medical Pro QA Software is proposed in order to enhance our current level of service of providing Emergency Medical Dispatch instructions to the public while emergency responders are in route to their location. The Medical Pro QA software will ensure greater compliance with the Emergency Medical Dispatch protocols by replacing currently used medical instruction cards from Priority Dispatch (the card system will transition to a backup system that would be in place to ensure continuity of care) and empower the dispatchers to more effectively provide pre-arrival instruction to the public.

The Medical Pro QA software is a proven standard in Emergency Medical Dispatch, and the vendor will stand behind their protocols in the event of litigation. The software is currently installed in dispatch centers throughout the United States and internationally; locally the software is currently utilized by the cities of Rowlett, Wylie and Flower Mound. The software to be purchased by Integrated Computer Systems, Inc. allows the Medical Pro QA Software to interface with the City's current CAD software. The vendors have worked together on previous projects and integration problems are not anticipated. Training costs for the dispatchers, supervisors and IT personnel are included in the quotation from Priority Dispatch. In addition, the City will be required to purchase a server from Dell, in the estimated amount of $4,600 to support this software.

The total cost for the software purchases and Dell server totals $58,019.50; the cost for this initial purchase was included in the approved Fiscal Year 2013-2014 Fire Department Operating Budget, EMS Division (13537000-61925). The total cost is within the current budget estimate. Approval of this software purchase will in future fiscal years require additional annualized costs for software licensing and maintenance.

I respectfully request that this item be placed on the April 16, 2013 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6330 or LGlover@friscofire.com.

PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")

Client License and Service Agreement for Priority Dispatch Systems

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. (MPC), d.b.a. Prior ity Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the CLA/BSP). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support (S&S) thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.

Client, Licensee, and /or you:	PDC and/or Licensor:
_____	Brent Hawkins
Authorized Signature	Authorized Signature
_____	Brent Hawkins
Print Name	Print Name
_____	General Counsel
Title	Title
_____	5/9/2013
Date	Date

Terms and Conditions of Agreement

*1. **Software*** means the Priority Dispatch System (PDS) software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. ***Documentation*** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to -Softwarel shall also apply to the PDS and to the Documentation, which together comprise the ***Licensed Product.*** Except as provided below, in the section entitled -Limited Software Warranty,l any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

*2. **A PDC Product.*** The Software and any and all copies thereof and derivatives therefrom are owned by PDC. Solely based upon representations from PDC, you acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled Termination).

*3. **Stations, Licensed Stations, Number of Licensed Stations.*** Stations are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. Licensed Stations are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The Number of Licensed Stations is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. Training Stations are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. Backup Stations are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. License of Software. PDC grants to you a nonexclusive, non-transferable limited license (the License) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S.
law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you may not: *(a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Basic Service Plan. This Agreement includes and incorporates the accompanying Basic Service Plan (BSP). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current -Extended Maintenance Feel for the Extended Service Plan (ESP). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and email address. Failure on your part to so register not only affects the availability of services under the BSP, but also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled -Use
of Software; Updates, below.

9. Taxes. PDC acknowledges and agrees that as a governmental entity Licensee is exempt from the payment of any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder. This section does not apply to U.S. federal or state taxes that
may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, Updates in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, Updates to the Software received by you from PDC shall be covered as -Softwarell under this

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638
(other patents pending)

Agreement, as provided above, in the section of this Agreement entitled Software. An exception to this general rule is provided immediately below with respect to refunds, in the section entitled Limited Software Warranty.

*11. **Limited Software Warranty**.* PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20days from the date of the offer to either accept the refund or accept the Software -as-is.‖ If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

*12. **Inspection.*** PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction
within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled Unsafe Practices.

*13. **DISCLAIMER OF OTHER PDC WARRANTIES**.* PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

*14. **LIMITATION ON PDC LIABILITY**.* THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. THIS SECTION DOES NOT APPLY TO PATENT AND COPYRIGHT CLAIMS. THE LIMITATIONS PROVIDED FOR IN THIS SECTION DO NO APPLY TO CLAIMS BROUGHT PURSUANT TO SECTIONS 27 AND 28 BELOW.

*15. **RESPONSIBILITY**.* IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDERHE HEADING RESPONSIBILITY, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Term and Termination. Unless otherwise terminated as provided herein, the term of this Agreement shall begin on the date it is executed by the Licensee and continue until the Licensee ceases to use the Software.

Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non- breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

18. Disputes. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction..

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A U.S. Government End User shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a -commercial item,‖ as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of -commercial computer softwarel and -commercial computer software documentation,‖ as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This Agreement, including the Basic and Extended Service Plan on the following pages: *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

*27. **Indemnification**.* PDC shall release, defend indemnify and hold harmless the Licensee and their officers, agents 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, in any way arising out of, related to, or resulting from and to the extent caused by the negligent act or omission or intentional acts of PDC, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom PDC is legally responsible (hereinafter "claims"). For the sake of clarification, it is understood that PDC does not guarantee, nor indemnify, nor shall PDC hold any party harmless to the use of or reliance upon the dispatch protocols or other licensed products provided by PDC to the Customer.

*28. **Patent and Copyright infringement.*** PDC will defend at its expense any suit brought against Licensee to the extent it is based on an Infringement Claim, and PDC will indemnify Customer for those costs and damages finally awarded against Licensee for an Infringement Claim. PDC's duties to defend and indemnify are conditioned upon: Licensee notifying PDC within ten (10) days of notice of suit in writing of the Infringement Claim; PDC having sole control of the defense of the suit and all negotiations for its settlement or compromise; Customer does not compromise or settle such suit, other than with PDC's written approval; and Licensee providing to PDC cooperation and, if requested by PDC, reasonable assistance in the defense of the Infringement Claim. In addition to PDC's obligation to defend, and subject to the same conditions, PDC will pay all damages finally awarded against Licensee by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by PDC in settlement of an Infringement Claim. If an Infringement Claim occurs, or in PDC's opinion is likely to occur, PDC shall, at its expense: (a) procure for Licensee the right to continue using the software; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the software and grant Licensee a full credit for the Software

Notwithstanding the foregoing, PDC's obligations in the section shall not apply where: (i) the product or software is used by Customer in combination with equipment, software or other products not supplied, required or recommended by PDC and such infringement would not have occurred but for such combination; (ii) PDC's product undergoes an unauthorized modification by the Customer and such infringement would not have occurred but for such modification; (iii) PDC's product is used other than permitted by this Agreement and such infringement would not have occurred but for such use; (iv) use of PDC's product which Customer has not kept maintained and updated to the then-current version of PDC's product if such infringement would not have occurred with the use of the then-current version of PDC's product; or (v) Customer enters into any compromise or settlement made with respect to any Claim without PDC's prior written consent.

*29. **Notices**.* Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

PDC
Attn: Christopher Murdock
Priority Dispatch Corp
110 S. Regent Street, #500
Salt Lake City, UT 84111
Fax: 801-363-9144

Licensee
Attn: Tom Johnston
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 730343
tjohnston@friscotexas.gov
Telephone: 972-292-5540
Fax: 972-292-5586

Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

1. Basic Service Plan/Extended Service Plan.

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

a. BSP: Basic Product Service and Client Support (S&S)are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled –Basic Service Plan.‖

b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S. It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.

c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.

d. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled –Updates & New Versions).

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch (I/NAED); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. ***Updates*** (see also, defined term –Update‖ in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software Notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled –Use and Protection of the Licensed Product(s) and PDS.‖

b. ***New Versions*** (see also, defined term –Version‖ in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software (–New Version‖). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version.The New Version will be governed by PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S. and the Texas Public Information Act), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

includes any names or personal identifying information or that indicates Client as the source of the data.

5. *Expert System Disclosure.* This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of -overriding‖ a system-recommended choice for enhanced patient safety and that they will choose the -most appropriate‖ telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to -reconfigure‖ response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these special choice situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-I/NAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. *Modification of Software, Cards, or PDS.* Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the I/NAED (see sections titled Changing the PDS and Accepted Process for PDS Modification in this BSP). Implementation of Updates, as provided in the section of this BSP titled -Updates & New Versions,‖qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. *Derivative Products.* In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. *Customization of Responses.* Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank Response section (bottom right) of all protocols. The responses to be inserted in said Response section are determined solely by the licensed client.
Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards,
without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

9. *Changing the PDS.* All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled -Accepted Process for PDS Modification.‖ This is based on the following:

a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it -as is‖ at a demonstrated rate of high dispatcher compliance.

b. **Total Quality Management.** A Quality Improvement and Management Program is a prerequisite to the successful application of the PDS. Key elements should include:

   i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a
   full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the -front line‖ level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally -dispatch literate.‖ The ED Director should

   also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

   ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION**: It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")**: All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.

v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE**: It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

10. ***Accepted Process for PDS Modification.*** In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: -To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards.‖

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled Research Data Sharing in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. ***Unsafe Practices.*** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use,. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a -no-send‖ or -referral‖ option is not authorized by this License. Such practices may only be authorized under a special -Omega‖ Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED- certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES**. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a reasonable timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

12. ***International Dispatch Coding System.*** The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled -Customization of Responses, however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses –attached‖ in parallel to these codes.

13. ***Standard of Care and Practice.*** Since 1978, PDC and its originators, have been the principal contributors to the establishment

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638
(other patents pending)

of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. ***Dedicated Legal and Consultative Support.*** Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled -Basic Service Plan/Extended Service Plan‖ and -Updates & New versions‖ of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. ***Appendix.*** The following Appendix, entitled -A More Detailed Definition of Certain Key Terms Used in This Agreement,‖ is made part of
this BSP for additional information and clarification:

A More Detailed Definition of Certain Key Terms Used in This Agreement

"Academies" and/or *"Academy" and/or "I/NAED"*
The National Academies of Emergency Dispatch (-NAED‖). Also known as the International Academies of Emergency Dispatch (-IAED‖).

"Agreement," "Client License Agreement," "CLA"
The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

"BSP" The Basic Service Plan:
This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

"Cards"
The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term -Cards,‖ but is further subject to the specific use limitations imposed therein. The defined term -Cards‖ shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"certification" and "recertification"
When used in this agreement, certification and recertification mean specifically by the I/NAED.

"Client," "Agency," "Licensee" and "You" or "you"
The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

"ED", Emergency Dispatch and/or Emergency Dispatcher.
These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters P, F and/or-M, respectively; as in EPD, EFD and/or EMD, respectively.

"ESP" The Extended Service Plan:
A BSP that has been extended pursuant to that part of the Agreement entitled -Extended Service Plan‖ becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

"Infringement Claim"

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638
(other patents pending)

A third party claim alleging that the Equipment or Software manufactured or distributed by PDC infringes upon the third party's United States patent or copyright.

"PDS", Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters P, F and/or M, respectively; as in PPDS, FPDS and/or MPDS, respectively.

"Release"
A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Docu mentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

"Service" and/or "Support" and/or "S&S"
Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service
Plan" in the BSP.

"Software"
The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term –Software,‖ but is further subject to the specific use limitations imposed therein. The defined term –Software‖ shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would an Update from Release 11.1). A Version
may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

[Please complete and return the Registration Form on the next page]

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638 (other patents pending)

Priority Dispatch System ™

CLIENT REGISTRATION FORM

Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.

Agency Name: _____

Contact Person: _____

Name of Center where Licensed Product is used: _____

Address where Licensed Product is used: _____

City: _____ State/Province: _____

Zip: _____ Country: _____

Signed by: _____ **Date**: _____

Please provide the following data about your geographic area and Emergency Dispatch Center:

1. Geographic area (city, county, etc.): _____
2. Base population within geographic area: _____
3. Number of Emergency Dispatch call taking stations in center: _____
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: _____

For Office Use Only

License Number: _____

License Date: _____

Initial License Fee: _____

Version Number: _____

PDS Edition: _____

Number of Licensed Stations: _____
(Active _____ Supervisory/Standby _____)

© 2012 Priority Dispatch Corp., SLC, UT, USA. *All Rights Reserved.*
U.S. Patents:5857966; 5989187; 6004266; 6010451; 6053864; 6076065; 6078894; 6106459; 6607481; 7106835; 7428301; 7436937; 7645234; 8066638
(other patents pending)

Sales Quote #86661

by Tim Martin

Date 4/4/2013

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Frisco PD
Attn: Suzanne Kaletta
7200 Stonebrook Prkwy
Frisco, TX 75034

Ship To: Frisco PD
Attn: Suzanne Kaletta
7200 Stonebrook Prkwy
Frisco, TX 75034

For: Frisco PD
Attn: Suzanne Kaletta
7200 Stonebrook Prkwy
Frisco, TX 75034

Phone: 972-335-5501 Fax: (972)335-5501

Qty	Description	Unit Price	Extended Price
6	ProQA Stations - Medical Full (Medical - Standard - North American English)	$3,300.00	$19,800.00
1	Client/Server Software 9- 16 Station Users (64 B 9.16	$2,500.00	$2,500.00
2	Software Sys Admin/Install (Medical - Standard - North American English) 1. On-site days for ProQA and/or AQUA install, configure, IT training, development. $ 1,500 Per trip	$1,500.00	$4,500.00
1	Training ProQA Software (Medical - Standard - North American English) 3.4 $1,500 per trip travel fee PLUS quantity training days. Up to 2 training sessions per day.	$1,500.00	$3,000.00
1	AQUA - QI Base Software (Medical - Standard - North American English) 0. Quality Improvement Software base engine	$1,900.00	$1,900.00
1	AQUA Discipline Modules (Medical - Standard - North American English) Licensed discipline modules for AQUA	$800.00	$800.00
1	Training AQUA Software (North American English) 0.1 Training must be combined with ProQA training/ trip to avoid additional travel fees	$1,500.00	$1,500.00
1	Consulting, Implementation/QIU Training (Medical - Standard - North American English) 1. $1,500 Total trip fee PLUS quantity number of consulting days	$6,000.00	$6,000.00
6	Annual Maintenance Agreement for ProQA ESP (Medical - Standard - North American English) Annual Original ESP for ProQA Software	$495.00	$2,970.00
1	Annual Maintenance Agreement for AQUA ESP (Medical - Standard) Annual Original ESP for AQUA Software	$465.00	$465.00

Sub-Total:	$43,435.00
Tax:	$0.00
Shipping & Handling:	$40.00
Total:	$43,475.00

"To lead the creation of meaningful change in public safety and health."

Priority Dispatch

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Sales Quote #86661

by Tim Martin

Date 4/4/2013

Above prices are net of any applicable taxes, import duties or other assessments, which are the sole obligation of buyer.
Purchasing or signing below acknowledges your agreement to pay the invoice(s) and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s).
The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing.If unacceptable, you may promptly return the licensed product(s) for a refund.

Sign here X_____Date_____

Payment Method: (Check enclosed, or...)

[ ] Purchase Order #_____

[ ] VISA/MasterCard/AMEX #_____

Expiration:_____

SOFTWARE LICENSE ADDENDUM

Integrated Computer Systems, Inc.
3499 FM 1461
McKinney, Texas 75070
(214) 544-0022 Fax: (214) 544-0025

Date Prepared: 04/16/2012

BILL TO
City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

SHIP TO
City of Frisco Police Department
7200 Stonebrook Parkway.
Frisco, Texas 75034
(972) 2892-6100

THIS SOFTWARE LICENSE ADDENDUM is entered into by and between **Integrated Computer Systems Inc.** , located at **3499 FM 1461, McKinney, Texas 75070**, hereafter referred to as **ICS**; and **The City of Frisco**, with its principal location at **Frisco City Hall, 6891 Main Street, Frisco, Texas 75034** hereinafter referred to as LICENSEE or CUSTOMER.

A. On **9 / 7 / 95** , ICS and LICENSEE entered into an agreement entitled "GENERAL TERMS AND CONDITIONS" hereinafter referred to as the Agreement.

B. Pursuant to the Agreement, incorporated herein by reference for all purposes, and the terms and conditions of this Addendum which are contained on the front and reverse sides of this page, LICENSEE agrees to License the following items from ICS:

ITEM NUMBER	DESCRIPTION	AUTHORIZED # OF CRTs	QTY	UNIT PRICE	EXTENDED PRICE
	PROQA SOFTWARE				
PRO-PQAM-H	PRO-QA Medical CAD Host Interface (requires a PROQA medical response	1	1	$5,000	$5,000
PRO-PQAM-C	PRO-QA Medical CAD Client (requires a PRO-QA medical response license	1	6	$1,000	$6,000
	Training (training on site)	NA	2	$265.00	$530.00
	Installation will be done by customer	NA	NA	NA	NA

NOTE :
(1) Software listed above does not include program modifications or file conversions.
(2) Customer will install all software and train users.
(3) Software support is approx. 15% annually of software total.
(4) Customer to supply ProQA Medical Software License for each CAD seat.
(5) The interface priced above is for the Legacy ProQA Medical product. When ICS releases the the new Athena CAD and the ProQA Paramont interface the City will be able to migrate to the new ProQa Paramont product under level III support at no additional charge .

TOTAL PRICE	$11,530.00
DISCOUNT	($2,882.50)
INSTALLATION CH	N/A
DISTRIBUTION CH	Incl.
SUB - TOTAL	$8,647.50
SALES TAX	N/A
AN MAINT	$1,297.00
TOTAL	$9,944.50

ICS SALES REP.	Tommy Galbraith	
INSTALLED BY	ICS	

Customer has read and agreed to be bound by ICS' GENERAL TERMS AND CONDITIONS and this SOFTWARE LICENSE ADDENDUM.

ACCEPTED BY:

CUSTOMER FRISCO POLICE DEPARTMENT
SIGNATURE X
TITLE
DATE

ACCEPTED BY:

INTEGRATED COMPUTER SYSTEMS, IN
SIGNATURE
TITLE
DATE

AGENDA ITEM #26.

Priority Dispatch

MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

15 January 2013

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

1) Only provider of Expert System Priority Dispatch call-taking software
2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
5) Only contracted provider of the National Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 12.2, Police Priority Dispatch System version 4.1, and Fire Priority Dispatch System version 5.0
6) Only contracted provider of the National Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 12.2 OMEGA
7) Only contracted provider of the NAEMD's Principles of Emergency Medical Dispatch, 4th Edition
8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (NAED Accreditation Eligibility services)
9) Only contracted Emergency Dispatch Instructor Training organization through the National Academies of Emergency Dispatch
10) Only contracted ED-Q Training organization through National Academies of Emergency Dispatch
11) Only contracted Priority Dispatch National Emergency Dispatch Leadership Certification Seminar Training organization through National Academies of Emergency Dispatch
12) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
13) Only contracted provider of NAED-approved Priority Dispatch standards and versions update materials
14) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

Priority Dispatch takes pride in being the sole source for the majority of Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Contracts Division
Director of Sales and Service
Director of Consulting
Director of Technical Support
Director of Software Development Group
Director of International Services
Manager of Research
Manager of Standards and Translation
Manager of Quality Assurance

©2013 PDC

139 East South Temple, Suite 500 • Salt Lake City, Utah 84111 • USA • phone: 800.363.9127 fax: 801.363.9144

AGENDA ITEM #27.

FRISCO
PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

Thru: **George Purefoy, City Manager**
Nell Lange, Assistant City Manager
Tom Johnston, Director of Administrative Services

From: **Daniel Ford, Purchasing Manager**

Date: **May 6, 2013**

Subject: **Consider and Act Upon Award of Bid 1304-045, Annual Contract for Water and Wastewater SCADA System Maintenance to Kimark Systems, Inc.**

Action Requested: City Council award of bid 1304-045, annual contract for water and wastewater SCADA system maintenance to Kimark Systems, Inc., in the estimated annual amount of $35,000.

Background Information: Purchasing solicited bids for water and wastewater SCADA system maintenance. Bids were received on May 1, 2013 from Kimark Systems, Inc., M.C. Dean Inc. and Prime Controls, LP. Staff recommends award to the lowest responsible bidder, Kimark Systems, Inc. Annual estimated expenditure is $35,000. Kimark Systems is the current Water and Wastewater SCADA system maintenance vendor. This service contract is for one year with four optional one year renewals.

Board/ Citizen Input: N/A.

Alternatives: City Council could choose not to award at this time.

Financial Considerations: Funding is available through the Utility Fund operational budget.

Legal Review: N/A.

Supporting Documents: Department memo, original request for 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: **Daniel Ford, Purchasing Manager**
Gary Hartwell, Director of Public Works
Kevin Grant, Operations Manager

From: **Lance Jones, Facilities Superintendent**

Date: **May 2, 2013**

Subject: ***SCADA Contract***

The Water and Waste Water division has received bids for Water and Wastewater SCADA System annual maintenance contract. This contract is for the preventative and reactive maintenance of the SCADA system. Out of the three bidders, Kimark System was the lowest overall bidder. They have the best knowledge of our system that is in operation today, and have been our service provider for the past several years.

Staff recommends that Kimark Systems is awarded the bid for the annual maintenance contract Staff estimates an annual cost of $35,000 for the contract.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1304-045
Annual Contract for
WATER AND WASTEWATER SCADA SYSTEM MAINTENANCE

~~~~~~

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

***May 1, 2013 @ 2:00PM* CST**

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASH DRIVE AND ONE HARD COPY 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
April 18, 2013 4:00pm CST
Send to
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Daniel Ford, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

Competitive Sealed Bid Number 1304-045
Annual Contract for Water and Wastewater SCADA System Maintenance

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASH DRIVE PLUS ONE HARD "COPY" TO FACILITATE EVALUATION. IF A HARD "COPY" IS NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for an Annual Contract for Water and Wastewater SCADA System Maintenance. This is a one (1) year contract, with four (4) optional one (1) year renewals. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

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.

BIDS MUST BE RECEIVED BY MAY 1, 2013 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on May 1, 2013 at 2:05 PM CST.

Write the competitive sealed bid number, 1304-045, name of bid, Water and Wastewater SCADA System Maintenance, 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.

An inventory of City facilities is included in the specification. A pre-bid meeting will not be conducted, but site visits may be scheduled if necessary. To schedule a site visit, please contact Lance Jones, Utilities Superintendent, at 972-292-5823.

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 and become a part of the terms and conditions of any bid 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 Flash drive and one hard (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared nonresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.

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 Director of Administrative Services within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. 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.

29. 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.

30. 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.

31. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

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

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars

SAMPLE ON NEXT PAGE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ABC Insurance Brokerage
1234 Frisco Square Blvd.
Frisco, Texas 75034

CONTACT NAME: John Smith
PHONE (A/C, No, Ext): 972-555-5555 FAX (A/C, No): 972-555-5556
E-MAIL ADDRESS: johnsmith@abcinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Insurance Company Name	12345
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Your Company Name Here
Address of Insured
Address of Insured

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$	
		X		987654	03/05/2013	03/05/2014	PERSONAL & ADV INJURY	$	
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	
	X POLICY PRO-JECT LOC							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X	123456	03/05/2013	03/05/2014	E.L. EACH ACCIDENT	$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide 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.

CERTIFICATE HOLDER
City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
SIGNATURE HERE

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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: _____

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL ON A CD OR FLASHDRIVE AND ONE (1) HARD COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement	April 5, 2013 April 12, 2013	
Pre-Bid Meeting	N/A	
Deadline for Submitting Questions	April 18, 2013	4:00PM CST
Bids Due	May 1, 2013	2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

CITY OF FRISCO, TEXAS
SPECIFICATIONS FOR WATER AND WASTEWATER
SCADA (Supervisory Control and Data Acquisition) SYSTEM MAINTENANCE

1. PROJECT LOCATION:

All the water and wastewater SCADA systems to be maintained under this contract are located on City owned property within the city limits of the City of Frisco.

2. EXISTING EQUIPMENT:

All existing Programmable Logic Controller ("PLC") devices, radios, communication devices, sensors, power supplies, panel assemblies and other miscellaneous electrical devices shall remain the property of the City of Frisco, and shall be stored at a location chosen by the Facilities Superintendent or his designated representative.

3. WORK TO BE PERFORMED:

Work to be performed under this contract shall include, but is not limited to the following: PLC programming, Human Machine Interface ("HMI") programming, operator interface programming, panel assembly for SCADA system panels, field installation of panels, and communication equipment installation and testing. The **BID FORM** has been prepared to include as many items as possible for bidding the work required.

4. BIDDER QUALIFICATIONS:

It is the intention of the City to obtain a specially qualified bidder because of the critical nature of this work in order to ensure continuous operation of the City of Frisco's SCADA system. This SCADA system ensures that the City of Frisco can remotely control and monitor the potable water supply, wastewater lift stations, weather station and provide a means for immediate corrective action in situations where problems may arise.

Each bidder should submit along with other bid documents, evidence of the bidder's ability to perform work outlined in these specifications.

The following information should be submitted and further information may be required at the City's request:

(a) A list of municipal clients that the bidder has worked with over the last 5 years as an integrator for SCADA systems. As a service provider for the SCADA system, the bidder should also demonstrate familiarity with the control, alarming and data

acquisition functionality, which are involved in maintaining a municipal automation solution.

(b) A resume of experiences demonstrating an in depth knowledge of working with KEP's Infilink software, programming KEP's MMI units, Sequel Server, SCADA Alarm, Logger Net, Pro Works 32 and Unity.

(c) A resume of experiences demonstrating an in depth knowledge of Modicon 984 PLC programming software and a strong foundation in the principles of PLC programming. The bidder should also demonstrate integration experience with pump stations, lift stations and elevated storage tanks and, should provide a list of **Modicon PLC** experience.

(d) A resume of experiences demonstrating familiarity with licensed radio frequencies.

The City may make such an investigation as deemed necessary to determine the ability of the bidder to perform the work. If the City feels that a specially qualified bidder is not properly qualified to carry out the obligations of the contract and complete the work entailed in the bid, the City of Frisco will reserve the right to reject the appropriate bid. **Conditional bids will not be accepted.**

5. SAFETY:

All equipment furnished and installed under this contract shall be manufactured and installed in accordance with the applicable sections of the Occupational Safety and Health Act of 1970 and its subsequent amendments and revisions. All work on this project shall be performed in accordance with the regulations and requirements of the above Act, along with its revisions and amendments.

6. PERFORMANCE:

After the repaired or replaced equipment has been reinstalled, a systems test shall be performed. The purpose of this test shall be to demonstrate that the equipment has been properly installed and will operate satisfactorily and meet the guarantees of the manufacturer.

7. GUARANTEE:

The bidder shall guarantee the repaired or replaced equipment and his work under this contract against defective materials and workmanship for a period of two (2) years from the date of acceptance by the City. The bidder agrees to remedy any defects that may develop during this two (2) year period without cost to the City.

Since the operation of water supply and the wastewater SCADA systems is critical to the City of Frisco, the "guarantee work" shall be performed within seventy-two (72) hours after notification. The use of "guarantee work" is specifically contemplated and shall not be a basis for additional charge to the City.

8. EQUIPMENT AND PARTS PROVIDED BY BIDDER:

Equipment and parts provided under this agreement, which are installed in the water and wastewater SCADA facilities, shall be free of liens and defects. The equipment and parts shall also be new and unused, unless otherwise approved by the City. The vendor shall provide their own remote access software.

9. RESPONSE:

The qualified bidder must be capable of providing twenty-four (24) hour equipment and personnel service 365 days per year. The bidder must guarantee a minimum of two (2) hour response time to be at the job site.

Yes_____No_____

FRISCO SCADA INVENTORY

WATER SYSTEM

MAIN OFFICE
11300 Research Road

- SCADA Computers (6; 3 Desktops, 2 Laptops, 1 Weather Station)
- SCADA Panel
- Momentum PLC (3)
- Tate Radio (2)
- Spread Spectrum Radio (1)
- Antenna and Cable (3 ea)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (NORTH BUILDING)
6309 Custer Road

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 46 (3)
- Telemecanique Alti Start 48 (2)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (SOUTH BUILDING)
6309 Custer Road

- SCADA Panel
- Quantum PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 46 (2)
- Telemecanique Alti Start 48 (3)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 1 – PUMP STATION (EAST BUILDING)
6309 Custer Road

- SCADA Panel
- M340 PLC
- Modicon TSX Premium PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Alti Start 48(5)
- Miscellaneous Electrical Components and Instrumentation

FRISCO 2 – PUMP STATION
10500 Huntington Road

- SCADA Panel
- Micro 612 PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

PARKWOOD 2.0 MILLION GALLON ELEVATED WATER TANK
3966 Parkwood Blvd

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

HILLCREST 0.75 MILLION GALLON ELEVATED WATER TANK
6500 Hillcrest Road

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio (2)
- Antenna and Cable(3)
- Miscellaneous Electrical Components and Instrumentation

EL DORADO 2.5 MILLION GALLON ELEVATED WATER TANK
12134 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

TIMBER RIDGE 2.5 MILLION GALLON ELEVATED WATER TANK
6050 Timber Ridge Drive

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

TEEL 2.5 MILLION GALLON ELEVATED WATER TANK
13772 Teel Parkway

- SCADA Panel
- Momentum PLC
- Campbell Scientific Weather Station
- Tate Radio
- Spread Spectrum Radio
- Antenna and Cable(2)
- Miscellaneous Electrical Components and Instrumentation

CENTRAL FIRE STATION SYSTEM PRESSURE TRANSDUCER
8600 Gary Burns Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 2 SYSTEM PRESSURE TRANSDUCER
3711 Ohio Burns Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 3 SYSTEM PRESSURE TRANSDUCER
5449 Warren Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 4 SYSTEM PRESSURE TRANSDUCER
4485 Cotton Gin Road

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 5 SYSTEM PRESSURE TRANSDUCER
14300 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio

- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FIRE STATION 6 SYSTEM PRESSURE TRANSDUCER
3535 Eldorado Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

STARWOOD SYSTEM PRESSURE TRANSDUCER
6703 Firenze Lane

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

WASTEWATER SYSTEM

COIT LIFT STATION
8299 Coit Road

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

CYPRESS CREEK LIFT STATION
13382 Lyndhurst Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

SILVERTON LIFT STATION
11514 Coralberry Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

GRAY HAWK LIFT STATION
12590 FM 423

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FAIRWAYS LIFT STATION
10555 Smotherman Road South

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

TRAILS LIFT STATION
9585 Planters Row Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

LONE STAR RANCH LIFT STATION
350 Lone Star Parkway

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES LIFT STATION
6423 FM 423

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES 2 LIFT STATION
1585 Frisco Lakes Drive

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

FRISCO LAKES 3 LIFT STATION
2275 Crown Park Lane

- SCADA Panel
- Momentum PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Altivar 61 VFD (2)
- Miscellaneous Electrical Components and Instrumentation

STEWART CREEK REUSE PUMP STATION
5100 4Th Army Memorial Drive

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Telemecanique Altivar 61(2)
- Telemecanique Atli Start 46 (1)
- Miscellaneous Electrical Components and Instrumentation

GOLF COURCE VALVE VAULT
2595 The Trails Parkway

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Miscellaneous Electrical Components and Instrumentation

PANTHER CREEK REUSE PUMP STATION
1825 Panther Creek Road

- SCADA Panel
- M340 PLC
- Tate Radio
- Antenna and Cable
- Rockwell Power Flex 755 (2)
- Miscellaneous Electrical Components and Instrumentation

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

1304-045

Annual Contract for Water & Wastewater SCADA System Maintenance

Bidder agrees to perform on an annual basis, maintenance for water and wastewater pumping SCADA facilities for the City of Frisco, Texas, for the following unit prices:

A. On-Site Services

1. Field Service Engineer, cost per hour $_____
2. Remote Service Engineer, Cost per hour $_____
3. Junior Field Service Engineer, cost per hour $_____
4. Field Service Technician, cost per hour $_____
5. Mileage Rate $_____
6. Design and Consulting, cost per hour $_____

B. Off-Site Services

1. Shop Labor for panel assembly, cost per hour $_____

C. Minimum Service Charge

Does the Bidder have a minimum service charge? Yes_____ No_____

Explain in detail: _____

D. Parts and Equipment

Indicate percent (%) overhead charges above actual cost of parts or equipment.

Percent Overhead: _____

E. Use of Sub-Contractors

Can your company provide all of the services with regular full-time employees or will contract labor or sub-contractors be required.

Yes_____No_____

This bid will be awarded to the lowest responsible, responsive bidder.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

City: _____ State: _____ Zip Code: _____

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 05/01/2013 2PM
BID NO. 1304-045
Annual Contract for Water and Wastewater SCADA System Maintenance

ITEM	QTY	UNIT	DESCRIPTION	Kimark Systems, Inc 2105 Greenwood Drive Southlake, TX 76092 Scott Bergeman bergeman@kimark.com 817-416-8881		MC Dean, Inc. 10405 Shady Trail #300 Dallas, TX 75220 Timothy Davis timothy.davis@mdean.com 214-350-2608		Prime Controls, LP 815 Office Park Circle Lewisville, TX 75057 Gary McNiel g.mcneil@prime-controls.com 972-221-4849	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A			ONSITE SERVICES						
1	1	HR	Field Service Engineer	85.00	85.00	125.00	125.00	110.00	110.00
2	1	HR	Remote Service Engineer	0.00	0.00	110.00	110.00	65.00	65.00
3	1	HR	Junior Field Service Engineer	62.50	62.50	95.00	95.00	93.00	93.00
4	1	HR	Field Service Technician	42.50	42.50	58.89	58.89	76.00	76.00
5	1	MI	Mileage Rate	0.00	0.00	0.55	0.55	0.75	0.75
6	1	HR	Design and Consulting, Per hour	0.00	0.00	140.00	140.00	145.00	145.00
B			OFFSITE SERVICES		0.00		0.00		0.00
1	1	HR	Shop Labor/Panel Assembly	42.50	42.50	58.89	58.89	45.00	45.00
C		Y/N	Minimum Service Charge	Yes		Yes		Yes	
		MIN	Number of Hours	4 hour minimum		4 hour minimum		2 hour minimum	
D		%	Percent Overhead on Parts/Equipment	20.00%		19.00%		20.00%	
E		Y/N	Subcontractors Required?	No		No		No	
			TOTAL GROSS PRICE						
			CASH DISCOUNT						
			TOTAL NET PRICE						
			F.O.B.	DELIVERED		DELIVERED		DELIVERED	
			DELIVERY						

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 #28.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

Thru: **George Purefoy, City Manager**
Nell Lange, Assistant City Manager
Tom Johnston, Director of Administrative Services

From: **Daniel Ford, Purchasing Manager**

Date: **May 13, 2013**

Subject: **Consider and Act Upon Approval of Multiple Purchase Orders for Police Vehicle Emergency Lighting, Equipment and Make-Ready Services**

Action Requested: City Council approval of multiple purchase orders for Police vehicle emergency lighting, equipment and make-ready services for 15 Police vehicles, in the total amount of $182,621.25.

Background Information: The Frisco Police Department purchased 14 Tahoe Police pursuit vehicles (10 replacement vehicles, 4 new vehicles), and Municipal Court purchased one (1) replacement Tahoe Police pursuit vehicle earlier this fiscal year. City Council approval is requested for multiple purchase orders for emergency lighting, equipment and make-ready services for these fifteen (15) vehicles. Lighting, sirens and make-ready services will be provided by Teletouch Communications through TXMAS Contract TXMAS-11-84060 in the amount of $108,491.50. MPH Industries will supply radar units through Tarrant County Contract 2012-128 in the amount of $28,451. Integrated Computer Systems is the sole source vendor for MDC Mobile Software in the amount of $18,060, and L3 Mobile Vision is the sole source vendor for digital video recorders in the amount of $27,618.75. The total amount of these purchase orders is $182,621.25. Previously most of these products and services were provided through an interlocal agreement with the City of Carrollton.

Board/ Citizen Input: N/A

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

Financial Considerations: Funds are available through the Police Department FY 2013 operating budget.

Legal Review: N/A

Supporting Documents: Department memo, Teletouch quote, Teletouch TXMAS Contract, MPH Industries quote, MPH Tarrant County Contract, Integrated Computer Systems quote, Integrated Computer Systems Sole Source letter, L3 Mobile Vision quote, L3 Mobile Vision Sole Source letter.

MEMORANDUM

TO: **Daniel Ford, Purchasing Manager**

FROM: **Greg Ward, Deputy Chief**

SUBJ: **FY13 Purchase Order:** **Teletouch Communications/DFW**
MPH Industries
Integrated Computer Systems
L3 Mobile Vision

DATE: **May 10, 2013**

City Council approval is requested for purchase orders related to the upfitting of Police Department squad cars. In FY13 the police department purchased fifteen (15) squad cars (10 replacements/4 new additions, 1 Municipal Court Replacement). The major costs related to the upfitting are listed below, in the total amount of $182,621.25.

Teletouch Communications: $108,491.50
-lighting, sirens, installation and make-ready
-TXMAS Contract TXMAS-11-84060

MPH Industries $28,451.00
-radar units
-Tarrant County Contract 2012-128

Integrated Computer Systems $18,060.00
-MDC Mobile Software
-Sole Source

L3 Mobile Vision $27,618.75
-Digital Video Recorders
-Sole Source

TELETOUCH®

COMMUNICATIONS, INC.

DATE 05/07/13
COMPANY: CITY OF FRISCO
ATTN BARRY TURNER
ADDRESS: 7200 STONEBROOK PARKWAY
FRISCO, TX 75034
PHONE: (972) 292-6142
FAX:

ITEM	QTY	PART#	DESCRIPTION	TYPE	MFG	UNIT $	TOTAL
1	13	SR2BBRR	54" LIBERTY WECAN BAR DUO T/A($1013.59 TXMAS)TEXAS PKG	TX	WHELEN	$700.00	$9,100.00
2	13	SXTLS1D	ADD 2 DUAL LR11 TAKE DOWN($123.18 TXMAS)TEXAS PKG	TX	WHELEN	$80.00	$1,040.00
3	26	SLDBR	ADD 2 FRONT 1 BLUE & 1 RED($182.28 TXMAS)TEXAS PKG	TX	WHELEN	$120.00	$3,120.00
4	13	SRALF1	ADD 2 LR11 ALLY($69.05 TXMAS)TEXAS PKG	TX	WHELEN	$45.00	$585.00
5	13	SPZ33000	DUO T/A($981.00 TXMAS)TEXAS PKG	TX	WHELEN	$685.00	$8,905.00
6	13	CCSRN3	CENCOM SAPHIRE($740.72 TXMAS)TEXAS PKG	TX	WHELEN	$510.00	$6,630.00
7	13	SA315P	SPEAKER($173.44 TXMAS)TEXAS PKG	TX	WHELEN	$125.00	$1,625.00
8	13	SAK1	SPEAKER BRACKET($19.89 TXMAS)TEXAS PKG	TX	WHELEN	$10.00	$130.00
9	13	MKEZ71	TAHOE BAR STRAPS($30.38 TXMAS)TEXAS PKG	TX	WHELEN	$20.00	$260.00
10	150	LINZ6J	LINZ SPLIT RED/BLUE	TX	WHELEN	$85.06	$12,759.00
11	56	RBKT1	LIN "L" BRACKET(SIDE WINDOW & FORWARD PB)	TX	WHELEN	$6.35	$355.60
12	15	RBKT6	LP BRACKET	TX	WHELEN	$12.43	$186.45
13	26	RGROMMET	LINZ FLUSH MOUNT	TX	WHELEN	$3.87	$100.62
							-
		From additional pages					41,960.03

Sub Total -	$86,756.70
Shipping -	1,735.13
Install -	20,000.00
Tax -	-
Total -	$108,491.83

Customer Approval _____

Account Manager
Brian Sells
Phone: (877) 730-4339
Cell: (817) 505-8292
Fax: (855) 730-4339
Email: bsells@dfwcomm.com

TXMAS
TXMAS-11-84060

PRICING VALID FOR 30 DAYS FROM ABOVE DATE

DFW Communications and Teletouch Confidential and Proprietary
501 Duncan Perry Rd / Arlington, Texas 76011 / 877.730.4339 / fax 855.730.4339

TELETOUCH®
COMMUNICATIONS, INC.

ITEM	QTY	PART#	DESCRIPTION	TYPE	MFG	UNIT $	TOTAL
14	15	60CREGCS	6" INTERIOR LIGHT RED-WHITE	TX	WHELEN	$108.26	$1,623.90
15	4	IONJ	ION SPLIT RED/BLUE	TX	WHELEN	$95.01	$380.04
16	4	IONGROM	ION FLUSH GROMMET	TX	WHELEN	$3.87	$15.48
17	15	PKG-CON-114	TAHOE CONSOLE	TX	HAVIS	$419.99	$6,299.85
18	15	C-SM-SA-1-HD	COMPUTER MNT BRKT	TX	HAVIS	$80.20	$1,203.00
19	15	C-MD-202	TILT SWIVEL	TX	HAVIS	$53.47	$802.05
20	30	C-MCB	MIC CLIP BRACKET	TX	HAVIS	$9.85	$295.50
21	15	CG-X	CHARGE GUARD	TX	HAVIS	$66.33	$994.95
22	4	VTX609C	CLEAR VERTEX(REAR CARGO LIGHTING FOR TRAFFIC)	TX	WHELEN	$71.26	$285.04
23	4	L6BKT5	UNDER MIRROR BRACKET	TX	WHELEN	$10.22	$40.88
24	2	RP13RB	PILLARS	TX	WHELEN	$700.40	$1,400.80
25	2	OE13UR8	OUTER-EDGE W/TA	TX	WHELEN	$700.40	$1,400.80
26	2	IM13UF8	INNER-EDGE	TX	WHELEN	$787.67	$1,575.34
27	15	P46FLC	LED UNITY SPOT LIGHT REPLACEMENT BULB	TX	WHELEN	$137.54	$2,063.10
28	2	CCSRN3	CENCOM SAPHIRE	TX	WHELEN	$740.72	$1,481.44
29	2	SA315P	SPEAKER	TX	WHELEN	$173.44	$346.88
30	2	SAK24	TAHOE SPEAKER BRACKET	TX	WHELEN	$19.89	$39.78
31	13	P5702T12A	PARTITION W/POLY WINDOW	OM	PROGARD	$412.30	$5,359.90
32	13	RP57T07	RECESSED PANEL	OM	PROGARD	$63.70	$828.10
33	13	SP57TBS12	LOWER EXTENSIONS	OM	PROGARD	$49.00	$637.00
34	2	B5702T07	CARGO BARRIER W/POLY WINDOW	OM	PROGARD	$301.00	$602.00
35	12	G7210D	DUAL WEPONS GUN RACK(1 SHOTGUN,1 UNIVERSAL)	OM	PROGARD	$326.20	$3,914.40
36	2	G7000-2	FREE STANDING DUAL WEAPONS RACK(1 SHOTGUN/1 UNIVERSAL)	OM	PROGARD	$354.90	$709.80
37	12	CT5502	LAGUNA SEAT w/BARRIER & P3 SEAT BELTS	OM	LAGUNA	$805.00	$9,660.00

Page 2 totals Sub Total - $41,960.03

PRICING VALID FOR 30 DAYS FROM ABOVE DATE

DFW Communications Confidential and Proprietary

501 Duncan Perry Rd / Arlington, Texas 76011 / 877.730.4339 / fax 855.730.4339

JOHN WRIGHT
VEHICLES & EQUIPMENT | STROBE & LED LIGHTING
ASSOCIATES, INC.
1133 West Main Street
Arlington,TX 76013
800-869-8597 Fax 817-459-2515

WHELEN

Quotation

DATE May 9, 2013

Customer ID

Bill To:
FRISCO PD
TURNER

Quotation valid until: June 8, 2013
Prepared by: Jason Sharp

Comments or special instructions:

Qty	Part #	Description	Unit Price	Ext.
13	P5702T12A	PROGARD PARTITION	$ 471.20	$ 6,125.60
13	RP57T07	RECESSED PANEL	$ 72.80	$ 946.40
13	SP57TBS12	LOWER EXTENSION PANELS, KICK PLATE	$ 56.00	$ 728.00
2	B5702T07	REAR CARGO BARRIER	$ 344.00	$ 688.00
12	G7210D	GUN LOCKS, ATTACHED TO RECESSED PANEL	$ 324.80	$ 3,897.60
2	G7000-2	GUN LOCKS, SELF SUPPORTING	$ 357.60	$ 715.20
			$ -	
			$ -	
			$ -	
			Tax	$ -
			Shipping	$ 1,700.00
			Subtotal	$ 14,800.80
			Total	$ 14,800.80

If you have any questions concerning this quotation, contact Jason Sharp, (817) 459-2001, jsharp@johnwrightassoc.com

CARROLLTON
TEXAS
Where Connections Happen

City of Carrollton
Radio Services
1420 Hutton Dr.
Carrollton, Tx 75006
972-466-5777

Estimate

Number	E19
Date	5/8/2013

Bill To
Barry Turner
Frisco Police Department

Ship To

PO Number	Terms	Customer #	Service Rep	Project
	NET 30		TOM RUSHING	LAGUNA SEATS

Description	Quantity/Hours	Price/Rate	Amount
CT5502-RS Laguna 3P Xtreme Prisoner Seat, w/belts	12.00	$844.00	$10,128.00
SHIPPING FOR LAGUNA	1.00	$625.00	$625.00

Discount	$0.00
Shipping Cost	$0.00
Sub Total	$10,753.00
Total	$10,753.00

Quote	QTE0065518
Date	5/9/2013
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Bill To:

Frisco Police/ Fire (TX)
Attn: Accounts Payable
6101 Frisco Square Blvd
Frisco TX 75034

Ship To:

Frisco Police/ Fire (TX)
11300 Research Road
Attn: Barry Turner
Frisco TX 75034

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PROGARD	001278	DJ	FACTORY DIRECT	NET 15	0/0/0000	1,017,303

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
13	PG-P5702T12A*	Progard Stationary Polycarbonate Window 2013 Tahoe	Each	$400.50	$5,206.50
13	PG-RP57T07*	Progard Add on Recessed Panel	EA	$61.88	$804.44
13	PG-SP57TBS12*	Pro Gard Lower Ext. Panel BS TAH 12	EA	$47.60	$618.80
2	PG-B5702T07*	ProGard-Cargo Barrier PolyC-07 Tahoe	EA	$292.40	$584.80
12	PG-G7210D*	Progard Dual Vertical Gunlock	EA	$276.00	$3,312.00
2	PG-G7000-2*	Progard Vertical Bucket Seat Dual Gun Rack	EA	$303.90	$607.80
12	LAG-CT5502*	Laguna-Rear Prisoner Seat	EA	$784.90	$9,418.80

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Peter Hernandez
Tarrant Co Contract pricing
#2012-128

Subtotal	$20,553.14
Misc	$0.00
Tax	$0.00
Freight	$1,450.00
Total	$22,003.14

Police Department Tahoe Teletouch Open Market Item Quote Break Down

	Teletouch	ACS	John Wright	GT Dist
Laguna Seat	$805.00	$844.00	No Quote	784.90
Proguard Partition	$5,359.90	No quote	$6,125.50	5,206.50
Recessed Panel	$828.10	No quote	$946.40	804.44
Lower Extension	$637.00	No quote	$728.00	618.80
Rear Cargo Barrier	$602.00	No quote	$688.00	584.80
Gun Locks	$3,914.40	No quote	$3,897.60	3,312.00
Gun Lock Self Supporting	$709.80	No quote	$715.20	607.80
	$12,856.20	No quote	$13,100.70	11,919.24
Freight	$400.00		$1,700.00	1,450.00
	$13,256.20	**N/A**	**$14,800.70**	**13,369.24**

GT Distributors is lower on cost but shipping is higher. Teletouch shipping on Proguard only is 400.00. Total Shipping is 1735.13 for entire order including TXMAS Contract items.

Teletouch is recommended as sole vendor on upfitting.

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts [ ] Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

TELETOUCH COMMUNICATIONS, INC.
Contract TXMAS-11-84060

On-Line Catalog/Order Processing

EMERGENCY SIGNAL SYSTEMS

Corporate Office:
TELETOUCH
COMMUNICATIONS, INC.
5718 AIRPORT FREEWAY
FORT WORTH TX 76117
USA

Send PO to:
TELETOUCH
COMMUNICATIONS, INC.
5718 AIRPORT FREEWAY
FORT WORTH TX 76117
USA
Vendor ID: 17525560904

Invoice From:
TELETOUCH
COMMUNICATIONS, INC.
5718 AIRPORT FREEWAY
FORT WORTH TX 76117
USA
Vendor ID:

Delivery:	30 DAYS ARO EXPEDITED: 7 DAYS ARO
FOB Point:	ORIGIN
Terms:	0.5% - 10 DAYS; NET 30 DAYS
Remit To:	TELETOUCH COMMUNICATIONS, INC. P.O. BOX 14748 FORT WORTH TX 76117 USA Vendor ID:
Vendor ID:	17525560904
Business Type:	Small
DUNS #:	072563638
Effective:	5/5/2011
Expires:	9/30/2015

CONTACT: TIM MORROW
Phone 314-842-6339
TJMORROW@GSACENTER.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
PROGRESSIVE CONCEPTS, INC.	FORT WORTH	TX	TXMAS-11-84060-1	No	PAUL BEENE 817-654-6902 TXMAS@PCICORP.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/5/2011 through 9/30/2015 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-0024X.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: NONE
Maximum Order: SIN: 426 3A: $200,000 PER SIN/ORDER

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

THIS TXMAS CONTRACT IS ALSO LISTED ON TXSMARTBUY. Unless this company has TXMAS-authorized dealers (listed previously on this page), all purchasing entities wanting to purchase items/services available on this TXMAS contract must purchase through TxSmartBuy: www.txsmartbuy.com. If this contract has TXMAS-authorized dealers, those dealers may continue to accept purchase orders as they have been doing in their previous manner (fax, email, or hand carry). If you have any questions, please send an email to txmas@cpa.state.tx.us or call (512-463-3421).

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Whelen, TIR3, LIN3, M Series, LINZ6, ION, Spitfire, Dominator, Vertex, Avenger, Raider, Slim-Miser, Slimlighter, Beacon, LED, Strobe, L31, TIR6, LIN6, Mirror Beams, 400 Series, 500 Series, 600 Series, 700 Series, 900 Series, Spotlight, Pioneer, Strip-Lite, Hide-a-Way, Motorcycle, Alpha, Beta, 295, Wecan, Liberty, Liberty DUO, Freedom, Justice, Responder, Windshield Array, Switch Box, Traffic Advisor, Lighthead, Dash, Deck, Visor, Flasher, Siren, Switches, Speakers, Lightbar, Mini Lightbar, Mini Liberty, Mini Justice, Mini Freedom, Epsilon, Gamma, Air Horn, Amber, Red, Blue, Clear, Inner-Edge, Outer-Edge, Rear Pillar, NFPA, LFL Liberty, Charger, Tahoe, Caprice, Strap Kit, Lens Kit, Lense Kit, Whelen Engineering, Teletouch, Spitfire ION, Pan-Tilt, Howler, Scenelight, Dominator Plus Flatlighter, SpecTIR, Spitfire Plus, Whelen Siren, Whelen Lightbar, LED, LED Beacon, LED Lighthead, Headlight Flasher, Rota-Beam, L32, L21, L22, L50, L40, Fluorent, PAR-36, PAR-46, Cencom Gold, HHS Series, Mini LFL Liberty, Mini Justice JY Series, Wecan Duo Pioneer Plus, Arrow Head Style, Traffic Advisor Arrow, Traffic Arrow, Police, Fire EMS, Warning Lights, Law Enforcement, ScanLock, Scan-Lock, Ultra Freedom, Interior Lightbar, LED Floodlights, LED Spotlights, Dash Light, Deck Light, Visor Light Super-LED, Remote Siren

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas.gov | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

MPH Industries
316 East 9th. St. - - Owensboro, KY 42303
866-629-9257
FAX: (270)685-6288

QUOTE

Date	Quote Number
05/07/13	AAAQ9279

Sold To: Frisco Police Dept TX
Charlie Davis
7200 Stonebrook Pkwy
Frisco, TX 75034

Email: cldavis@friscotexas.gov
Phone: (214)642-8242
Fax: (972)335-5501

Ship To: Frisco Police Dept TX
Charlie Davis
7200 Stonebrook Pkwy
Frisco, TX 75034

Phone: (214)642-8242
Fax: (972)335-5501

This quote reflects the Tarrant Co Contract # 2012-128 pricing.

Terms	Rep	P.O. Number
Net 30 days	Tim Scally	

Ln #	Qty	Description	Unit Price	Ext. Price
1	14	Bee III Ka-Band Dual Antenna Radar Package includes: radar, waterproof antenna(s), mounting brackets, wireless remote, two certified tuning forks, cables, operators manual and a 2yr limited factory warranty	$2,012.25	$28,171.50

SubTotal	$28,171.50
Sales Tax	
Shipping	$280.00
Total	**$28,451.50**

**Sales Tax not included if applicable.

COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER

DATE: 7/24/2012

SUBJECT: **BID NO. 2012-128 - ANNUAL CONTRACT FOR EMERGENCY VEHICLE EQUIPMENT AND SUPPLIES - COUNTYWIDE - VARIOUS VENDORS AT PER FIXED DISCOUNT FROM LIST PRICE**

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court award Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies, Countywide, to the following vendors at the per fixed discount from list price:

Primary

Big Country Supply	16 of 43 Sections
Lone Star Products & Equipment	7 of 43 Sections
Defender Supply, LLC	5 of 43 Sections
MPH Industries	4 of 43 Sections
Earl Owen Company	3 of 43 Sections
G. T. Distributors	3 of 43 Sections
Professional Safety Systems	2 of 43 Sections
John Wright Associates, Inc.	1 of 43 Sections
Kustom Signal	1 of 43 Sections
Siddons Martin Emergency Group	1 of 43 Sections

Secondary

G. T. Distributors	7 of 43 Sections
Adamson Industries	4 of 43 Sections
Defender Supply, LLC	4 of 43 Sections
Big Country Supply	3 of 43 Sections
Lone Star Products & Equipment	3 of 43 Sections
Siddons Martin Emergency Group	3 of 43 Sections
Earl Owen Company	2 of 43 Sections
Cap Fleet Upfitters	1 of 43 Sections

UBMITTED BY:	Purchasing	PREPARED BY:	Tim Jones TJJ
		APPROVED BY:	ML

Alternate 1

G. T. Distributors	7 of 43 Sections
Big Country Supply	5 of 43 Sections
Professional Safety Systems	2 of 43 Sections
Adamson Industries	1 of 43 Sections
Defender Supply, LLC	1 of 43 Sections
Earl Owen Company	1 of 43 Sections
Siddons Martin Emergency Group	1 of 43 Sections

BACKGROUND:

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the American Indian Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. One hundred six (106) vendors were contacted and requested to participate in this bid process. All documents pertaining to this bid were posted on the Tarrant County website and were downloaded by interested bidders. Fourteen (14) bids were received.

Bids were evaluated by Transportation Services and Purchasing representatives. Award recommendations are to the low bids meeting specifications.

The bid received from Fleet Safety Equipment failed to meet specifications because vendor did not submit price lists for any Section as required.

The bid received from Adamson Industries failed to meet specifications for Section 6 and 28 because vendor submitted an outdated priced list and for Section 12 and 13 because pricing on bid did not match list price.

The bid received from Defender Supply, LLC failed to meet specifications for Sections 2, 12, 13, 18, 30, 31, 33, 34, 38, and 42 because vendor did not submit price lists and for Sections 16, 17, 19, and 20 because vendor submitted outdated price lists.

The bid received from Earl Owen Company failed to meet specifications for Section 9 because vendor did not submit a price list, for Section 13 because vendor submitted a future price list, and for Section 17 because vendor submitted an outdated price list.

The bid received from G.T. Distributors failed to meet specifications for Section 43 because vendor submitted a future price list.

The bid received from Siddons Martin Emergency Group failed to meet specifications for Section 43 because vendor did not maintain a single fixed percentage discount for all items within Section 43.

Tie bids received for Sections 11, 14, 30, 31, 36, and 37 were resolved in accordance with Commissioners Court Order No. 60616, Procedure for Awarding Tie Bids.

The term of the contract is twelve (12) months, effective July 29, 2012, with two (2) options for renewal periods of twelve (12) month each.

Therefore, it is the joint recommendation of Transportation Services and Purchasing that Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies, be awarded to above listed vendors at the per fixed discount from list price.

FISCAL IMPACT:

Expenses for last year were approximately $40,390.00. Orders placed are on an as-needed basis.

Currently, eighty (80) other governmental entities utilize this contract through Interlocal Agreement with Tarrant County for Cooperative Purchasing.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
		Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount	Bid Amt. Discount
1	Able 2	(A) 340.95 36%	No Bid	(P) 233.88 56.1%	No Bid	No Bid	No Bid	(S) 266.37 50%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2	AOI Electronics	1,143.75 25%	No Bid	No Bid	1,098.00 28%	(Rej)	No Bid	(A) 1,052.25 31%	No Bid	No Bid	No Bid	No Bid	(P) 991.25 35%	(S) 1,037.00 32%
3	Carson Electronics, Remote & Single Piece Siren Amplifiers	(S) 1,948.66 10%	No Bid	(P) 1,017.63 53%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4	Carson Electronics, Remote Siren / Light Controls	(S) 1,537.20 10%	No Bid	(P) 956.48 44%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5	Carson Electronics, Speakers	(S) 420.30 10%	No Bid	(P) 280.20 40%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Cast Products	(Rej)	No Bid	(P) 644.00 53%	No Bid	No Bid	No Bid	(S) 685.08 50%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
7	Code 3	No Bid	No Bid	(P) 4,582.42 44%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
8	Decatur Electronics	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 11,772.00 10%	No Bid	No Bid	No Bid	No Bid	No Bid

Bid received from Defender Supply, LLC for Section 2 failed to meet specifications because vendor did not submit a price list.

Bid received from Adamson Industries for Section 6 failed to meet specifications because vendor submitted an outdated price list.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
9	Federal Signal	No Bid	No Bid	No Bid	No Bid	(S) 2,462.60 44%	(Rej)	(A) 2,814.40 36%	No Bid	No Bid	(P) 2,396.63 45.5%	No Bid	No Bid	No Bid
10	Gamber Johnson	No Bid	No Bid	No Bid	No Bid	(P) 387.00 40%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
11	Go Light, Halogen Lighting	919.12 26%	993.63 20%	794.91 36%	No Bid	(P) 707.97 43%	(A) 794.91 36%	(S) 745.21 40%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Go Rhino, General	(Rej)	No Bid	No Bid	No Bid	(Rej)	(P) 473.10 32%	(S) 492.64 27%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13	Go Rhino, PD	(Rej)	No Bid	No Bid	No Bid	(Rej)	(Rej)	(S) 302.38 22%	No Bid	No Bid	(P) 267.49 31%	No Bid	No Bid	No Bid
14	Havis-Shields	No Bid	No Bid	No Bid	502.50 33%	(A) 501.75 33.1%	No Bid	(P) 495.00 34%	No Bid	No Bid	No Bid	No Bid	517.50 31%	(S) 495.00 34%
15	Jotto Desk, Cargo Slides	No Bid	No Bid	(A) 4,691.70 22%	No Bid	(S) 4,421.04 26.5%	(P) 4,030.05 33%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Bid received from Earl Owen Company for Section 9 failed to meet specifications because vendor failed to submit a price list.

Bid received from Adamson Industries for Sections 12 and 13 failed to meet specifications because pricing on bid does not match price list.

Bid received from Defender Supply, LLC for Sections 12 and 13 failed to meet specifications because vendor failed to submit price lists.

Bid received from Earl Owen Company for Section 13 failed to meet specifications because vendor submitted a future price list.

Tie bids received for Sections 11 and 14 were resolved in accordance with Commissioners Court Order Number 60616, Procedure for Awarding Tie Bids.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
16	Jotto Desk, Consoles	No Bid	No Bid	(P) 1,176.12 45%	No Bid	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
17	Jotto Desk, Independent Computer Mounts	No Bid	No Bid	(P) 1,128.95 33%	No Bid	(Rej)	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
18	Jotto Desk, Kodiak Docking Stations	No Bid	No Bid	(P) 2,512.50 33%	No Bid	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
19	Jotto Desk, Patriot Products	No Bid	No Bid	(P) 1,937.88 37%	No Bid	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
20	Jotto Desk, Truck Trays	No Bid	No Bid	(P) 1,442.51 33%	No Bid	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
21	Kustom Signal	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 12,529.00 15%	No Bid	No Bid	No Bid	No Bid
22	Laguna Manufacturing	No Bid	No Bid	(P) 2,756.69 24.1%	No Bid	No Bid	No Bid	(A) 2,855.65 21.1%	No Bid	No Bid	(S) 2,851.13 21.5%	No Bid	No Bid	No Bid
23	Lund	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 399.60 25%	No Bid

Bid received from Defender Supply, LLC for Sections 16, 17, 19 and 20 failed to meet specifications because vendor submitted an outdated price list.

Bid received from Defender Supply, LLC for Section 18 failed to meet specifications because vendor failed to submit a price list.

Bid received from Earl Owen Company for Section 17 failed to meet specifications because vendor submitted an outdated price list.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
24	MPH Industries, Laser Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 15,694.00 10%	No Bid	No Bid
25	MPH Industries, Radar Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 6,728.00 25%	No Bid	No Bid
26	MPH Industries, Signs and Trailers	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 29,149.00 20%	No Bid	No Bid
27	MPH Industries, Video Equipment	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 19,373.00 25%	No Bid	No Bid
28	Nova Electronics	(Rej)	No Bid	(P) 301.07 51.5%	No Bid	No Bid	(S) 337.68 45.6%	(A) 341.42 45%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
29	Pro Copper	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	(P) 556.14 38%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
30	Pro-Gard (Gun Racks, Window Barriers, Etc.)	704.68 21%	No Bid	No Bid	642.24 28%	(Rej)	No Bid	(S) 606.56 32%	No Bid	No Bid	No Bid	No Bid	(A) 606.56 32%	(P) 606.56 32%
31	Pro-Gard (Partitions, Seats, Etc.)	1,795.67 21%	No Bid	No Bid	1,636.56 28%	(Rej)	No Bid	(P) 1,545.64 32%	No Bid	No Bid	No Bid	No Bid	(A) 1,545.64 32%	(S) 1,545.64 32%

Bid received from Adamson Industries for Section 28 failed to meet specifications because vendor submitted an outdated price list.

Bid received from Defender Supply, LLC for Sections 30 and 31 failed to meet specifications because failed to submit price lists.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
32	PSE Amber	No Bid	No Bid	(P) 897.34 42.1%	No Bid	No Bid	(S) 988.16 36.24%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
33	Setina Manufacturing, Standard Products	No Bid	No Bid	(S) 1,258.11 31.1%	No Bid	(Rej)	No Bid	(A) 1,332.98 27%	No Bid	No Bid	(P) **1,250.83 31.5%**	No Bid	No Bid	1,393.92 28%
34	Setina Manufacturing, Lighted Push Bumpers	No Bid	No Bid	(S) 907.68 15.8%	No Bid	(Rej)	No Bid	948.64 12%	No Bid	No Bid	(P) 862.40 20%	No Bid	No Bid	(A) 938.52 21%
35	Sound Off Signal	236.94 41%	No Bid	(S) 192.80 52%	No Bid	No Bid	No Bid	(A) 226.95 43%	No Bid	No Bid	(P) 180.75 55%	No Bid	No Bid	No Bid
36	Star Signal Vehicle	No Bid	104.78 50%	(A) 104.26 50.25%	No Bid	(S) 100.59 52%	No Bid	125.74 40%	No Bid	No Bid	(P) 100.59 52%	No Bid	No Bid	No Bid
37	Star Warning Products	No Bid	272.77 50%	(A) 271.40 50.25%	No Bid	(S) 261.85 52%	No Bid	327.32 40%	No Bid	No Bid	(P) 261.85 52%	No Bid	No Bid	No Bid
38	Streamlight	No Bid	No Bid	(P) 257.96 57.15%	No Bid	(Rej)	No Bid	(S) 264.88 56%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
39	Tomar Electronics	No Bid	No Bid	(P) 783.92 40%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
40	Troy Products	No Bid	No Bid	(A) 341.00 38%	No Bid	(P) 327.26 40.5%	No Bid	412.50 25%	No Bid	No Bid	(S) 330.00 40%	No Bid	No Bid	No Bid

Bid received from Defender Supply, LLC for Sections 33, 34 and 38 failed to meet specifications because vendor failed to submit price lists.

Tie bids received for Sections 36 and 37 were resolved in accordance with Commissioners Court Order Number 60616, Procedure for Awarding Tie Bids.

Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies
Award Recommendation

(P) = Primary (S) = Secondary (A) = Alternate (Rej) Failed To Meet Specifications

Section	Brand	Adamson Industries Haverhill, MA HUB - Yes	All Warning Lights Austin, TX HUB - Yes	Big Country Supply Abilene, TX HUB - No	Cap Fleet Upfitters Temple, TX HUB - No	Defender Supply , LLC Denton, TX HUB - No	Earl Owen Company Dallas, TX HUB - No	G.T. Distributors Austin, TX HUB - No	John Wright Associates, Inc. Arlington, TX HUB - No	Kustom Signal Lenexa, KS HUB - No	Lone Star Products & Equipment Houston, TX HUB - No	MPH Industries Owensboro, KY HUB - No	Professional Safety Systems Fort Worth, TX HUB - No	Siddons Martin Emergency Group Houston, TX HUB - No
41	Troy Products, Command Posts	No Bid	No Bid	(A) 3,685.00 33%	No Bid	(P) 3,520.00 36%	No Bid	4,125.00 25%	No Bid	No Bid	(S) 3,533.75 35.75%	No Bid	No Bid	No Bid
42	Unity Vehicle Lighting Products	(S) 577.50 55%	No Bid	No Bid	No Bid	(Rej)	(P) 449.17 65%	(A) 680.14 47%	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
43	Whelen	No Bid	No Bid	No Bid	(S) 1,902.74 46.25%	(P) 1,876.20 47%	No Bid	(Rej)	No Bid	No Bid	No Bid	No Bid	No Bid	(Rej)
	Discounts for additional brands not listed			Golight Hid Products: 33% Golight & GXL LED: 35% Golight Thermal Imaging: 15% Gobee Halogen: 30% Digital Ally: 3%		D&R Electronics: 35% WatchGuard Video: 10% Stalker Radar: 12%							Go-Vault Storage and Command Units for SUV's: 25%	

Bid received from Defender Supply, LLC for Section 42 failed to meet specifications because vendor failed to submit price list.

Bid received from G.T. Distributors for Section 43 failed to meet specifications because vendor submitted a future price list.

Bid Received from Siddons Martin Emergency Group for Section 43 failed to meet specifications because vendor failed to maintain a single fixed percentage discount for all items within Section 43.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution or order.

Project/Regulation Name: Bid No. 2012-128, Annual Contract for Emergency Vehicle Equipment and Supplies

County Department: PURCHASING

Contact Person: Jack Beacham, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-1133

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

   Yes_____ No √

2. Does the county action limit or restrict a real property right, even partially or temporarily?

   Yes_____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****

Integrated Computer Systems, Inc.

3499 FM 1461
McKinney, TX 75071-3030
(214) 544-0022 Fax: (214) 544-0025

Quote

DATE	Quote #
4/23/2013	438
Date Approved	

NAME / ADDRESS
City of Frisco 7200 Stonebrook Parkway Frisco, Texas 75034 Barry Turner

P.O. NO.	TERMS	Project
	NET 15	

ITEM	DESCRIPTION	QTY	COST	TOTAL
MDC Software	MDC software (Ward'n, TLETS/NCIC, CAD interface, mapping, racial profiling, voice, magnetic license up-load, DocLoc, messaging)	5	5,450.00	27,250.00
MDC Software	5 pack discount	-1	5,450.00	-5,450.00
MDC Software	Demo site discount	-1	7,740.00	-7,740.00
PolRec IBRS	Police records software	5	1,000.00	5,000.00
Annual SSS - MDC	Annual SSS - MDC software ($4,087.50 after first year)	0	4,087.50	0.00
Annual SSS - PO...	Annual software support - police records software ($750.00 after first year)	0	150.00	0.00
PolRec IBRS	5 pack discount	-1	1,000.00	-1,000.00

TOTAL $18,060.00

Quote is valid for 120 days from date prepared. Quote is subject to change based on specifications.

Signature _____

INTEGRATED COMPUTER SYSTEMS
we support heroes

3499 FM 1461
McKinney, TX 75071
214.544.0022 ext 22
214.544.0025 fax

April 4, 2013

Ms. Daniel Ford Purchasing
City of Frisco
6101 Frisco Square Blvd
Frisco, Texas 75034

This letter serves as a sole source document for software products manufactured by Integrated Computer Systems Inc (ICS).

ICS provides specialized hardware and software products to public safety agencies and is the sole source for those products. The Frisco Police Department and Fire Department utilizes ICS products throughout their respective departments. The city of Frisco is purchasing the ICS ProQA Interface API for use with the ICS CAD System. I've also included the following which is a list of ICS products that are also exclusive to ICS:

ICS CAD (can include the following add on modules)

- ICS Vehicle Towing
- ICS Rotation
- ICS Text Paging
- ICS Document Locator
- ICS Alarm and False Alarm Billing/Tracking
- 911 Gateway
- ICS TLETS/NCIC TCPIP
- ICS Racial Profiling
- ICS Level 1,2 & 3 Mapping
- ICS CAD GPS/AVL Mapping
- ICS CAD Closest To Dispatching / Navigation
- ICS CAD Aerial Photos

ICS Mobile (can include the following add on modules)

- ICS WARDN Network Controller Software
- ICS CAD/MDC CFS
- ICS Racial Profiling
- ICS Document Locator
- ICS Text Paging
- ICS GPS/AVL
- ICS Magnetic Driver License Scanning Software
- ICS MDC Level 1 Mapping software
- ICS Vehicle Towing
- ICS NavTec Navigation Software

- ICS Mobile ID System

ICS Law (can include the following module)

- ICS Arrest
- ICS Booking
- ICS Citation
- ICS Incident
- ICS Pawn
- ICS Field Intelligence
- ICS Misc. Name
- ICS Warrant
- ICS Registration
- ICS Animal Control
- ICS Electronic Case Submittal
- ICS Permits
- ICS Case Management
- ICS Master Name
- ICS Master Property
- ICS Master Vehicle
- ICS Master Location
- ICS Mug Shot Capture
- ICS Line-up
- ICS Property Room
- ICS Enhanced Property Room with Inventory Tracking and Bar Coding
- ICS Enhanced Property Room with Inventory Tracking and RFID and Bar Coding
- ICS Enhanced Property Room with Asset Tracking and Bar Coding
- ICS Enhanced Property Room with Inventory Tracking and RFID and Bar Coding
- ICS Personnel
- ICS Jail Booking / Management
- ICS Accident Reporting
- ICS Beat Management
- ICS Comp Stat Reporting
- ICS Crime Analysis

ICS Fire (can include the following modules)

- ICS Fire Incident
- ICS Company Reporting
- ICS Building Permits
- ICS Inspection
- ICS EMS Incident
- ICS Hydrant
- ICS Station Log

ICS Interfaces

- ICS ESO Client Interface
- ICS USDD Client Interface
- ICS – CFS API
- ICS Citation Interface

- ICS Live Scan Interface
- ICS Jail Records Vine Interface
- ICS Ticket Writer API
- ICS Ticket Writer Racial Profiling API
- ICS Ticket Writer Crash/Accident API
- ICS Ticket Writer Towing API
- ICS Ticket Writer Criminal Trespass API
- ICS Pro QA API
- ICS Emergidata API

ICS Intelli-Query
ICS Geo-Scrubbing Tool ICS Scoreboard
ICS RFID Asset Tracking
ICS Management Console

ICS is the author of the above listed software and are sold exclusively through ICS. No other company resells or provides either the software products or annual maintenance for ICS software.

Therefore, ICS qualifies for a sole source exemption to Texas competitive bid laws since ICS software falls under the copyright laws.

Thank you for your interest in ICS products. Please don't hesitate to contact me if any additional information is required.

Sincerely,



Tommy Galbraith

Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number AAAQ9714
Date Apr 26, 2013

Sold To

Frisco Police Department
Barry Turner
7200 Stonebrook Parkway
Frisco, TX 75034
USA

Phone 9722926142
Fax 9722926076

Ship To

Frisco Police Department
Barry Turner
7200 Stonebrook Parkway
Frisco, TX 75034
USA

Phone 9722926142
Fax 9722926076

Salesperson	P.O. Number	Ship Via	Terms
Linavong		UPS GROUND	NET 30

Line	Qty	SKU	Description	Unit Price	Ext. Price
1			**Budgetary Quote**		
2	5	MVD-FB3DVS-M	Flashback 3 Digital Monitor Less System	$5,095.00	$25,475.00
3	5	MVD-FB-CK2	Cable Kit, DVR w/OHC	$0.00	$0.00
4	5	MVD-FB2VV2-LIV	Option, Flashback 2 Vehicle Viewer 2 Live, Standard	$300.00	$1,500.00
5	5	W-FB-MC-GPS-4	Cable, Monitor Console DVR GPS/PC, 4ft	$78.75	$393.75
6			**Confirmed Car Type: Tahoe with center console-mounted DVR. NO ANTENNA REQUIRED, as customer uses their own.**		
7			**Optional Equipment**		
8	0	MVD-IR-CAM2	Option, Flashback IR Camera 2 w/14 Ft cable	$295.00	$0.00

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed:_____ Date:_____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed:_____ Date:_____

SubTotal	$27,368.75
Tax	TBD
S&H	$250.00
Total	**$27,618.75**

Credit Terms: Net 30 Days. State/ Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

communications

Mobile-Vision, Inc.
90 Fanny Road
Boonton, NJ 07005
Tel: (800) 336-8475 (973) 263-1090 Fax: (973) 257-3024
www.L-3com.com/mv

May 13, 2013

Mr. Daniel Ford
Frisco Police Department
c/o City of Frisco
6101 Frisco Square Boulevard
Frisco, TX 75034

Dear Mr. Ford:

RE: Sole Source Letter

The L-3 Communications Mobile-Vision, Inc. V-One All In One Computer, Flashback and Flashback 2 DVR along with AirVision, CycleVision and Interview Room products and all associated spare parts and accessories are designed and manufactured exclusively by L-3 Communications Mobile-Vision, Inc. and are not available from another source. In addition, all Extended Warranty Services, repair and warranty claims are managed exclusively by L-3 Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

The Digital Evidence Series™ of digital evidence management solutions is a series of software and workstation/server products designed specifically, and only, by L-3 Communications Mobile-Vision, Inc. to support its Flashback2 digital in-car video solution. For L-3 to maintain the equipment (servers and raid, etc.), they will need to be purchased through L-3 Mobile Vision directly.

The series includes versions of the Digital Evidence Pro™, and Digital Evidence Viewer™ that are configured with various levels of software and hardware that accommodate an agency based on fleet size and/or evidence volume. Digital Evidence PRO modules enable the following exclusive, sole source capabilities:

- Intelligent Wireless Transfer™ leveraging multi-channel usage for high-speed transfers
- Automated Intelligent Volume Management ™
- Case Management Features
- We use a Linux based platform that provides greater security then a web-based platform, which reduces the chances of viruses and hacking.
- We can integrate in-car video systems, body worn cameras and interview rooms into a single back end solution.

Please call me if you have any questions or need additional information.

Sincerely,

Chief Mike Burridge (Ret.)
Vice President
Sales & Marketing

AGENDA ITEM #29.

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
Tom Johnston, Director of Administrative Services

From: **Daniel Ford, Purchasing Manager**

Date: **May 10, 2013**

Subject: **Consider and Act Upon Approval of a Purchase Order to Safer Services for the Purchase of CentrAlert Emergency Operating System Software and Hardware**

Action Requested: City Council approval of a purchase order to Safer Services for the purchase of CentrAlert Emergency Operating System software and hardware in the amount of $44,235.

Background Information: Sole source expenditure for products from Safer Services, as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Safer Services is the sole provider of software that can successfully integrate ATI sirens and Whelen Sirens into a seamless, supported computer platform. This purchase provides hardware upgrades to convert the ATI siren locations to Whelen standards, and will upgrade the entire outdoor warning system for the City's inventory of twenty-six (26) sirens. Of the twenty-six (26) sirens, eight (8) are ATI sirens and eighteen (18) are Whelen sirens. Safer Services is authorized as the only entity with previous history integrating ATI and Whelen systems.

Board/ Citizen Input: N/A

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

Financial Considerations: General Obligation Bonds are allocated to the purchase of this software and hardware upgrade.

Legal Review: N/A

Supporting Documents: Department memo, Safer Services Quote, Safer Services Sole Source Letter

FRISCO FIRE DEPARTMENT

CITY OF FRISCO

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

Memorandum

To: **Daniel Ford, Purchasing Manager**

Cc: **Todd Renshaw, Director of Public Safety**
Mark Piland, Fire Chief
Lee Glover, Assistant Fire Chief

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

Date: **May 7, 2013**

Subject: **Request for City Council consideration for the approval of a purchase order to Safer Services for the purchase of CentrAlert EOS Control System Software and hardware upgrades for the City Outdoor Warning Siren (OWS) System**

Attached for your consideration is a request for City Council consideration of a purchase order to Safer Services of Lexington, Kentucky, in the amount of $44,235, for the purchase of the CentrAlert EOS Control System for the City Outdoor Warning Siren (OWS) System. This purchase will upgrade the OWS Operating Software for the City's inventory of twenty-six (26) Sirens located throughout the City; the Siren Inventory consists of both Whelen and ATI Sirens.

The current OWS Operating Software was purchased through ATI, and has reached the limits of its capabilities. To maintain adequate testing and reporting, it is necessary to move to a new system and take advantage of the enhanced technology.

The CentrAlert EOS Control System is a Whelen-endorsed product that can integrate the ATI and Whelen sirens into a seamless, supported computer platform. Additionally, this purchase will include hardware necessary to convert the ATI siren locations to the Whelen standard for two-way reporting purposes.

The total cost of the CentrAlert Operating Software and the associated conversion hardware is $44,235. Safer Services is the sole source vendor for this product; a copy of the sole source letter is attached for your review. Funding for this purchase is available from General Obligation Bonds (33536000-61925-13129). The attached quote from Safer Services is within the current budget estimate.

I respectfully request that this item be placed on the May 21, 2013 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6340 or PSiebert@friscofire.com.

275 Meijer Way
Suite 110
Lexington, KY 40503

Estimate

DATE	ESTIMATE...
3/7/2013	1483R1

NAME / ADDRESS	Ship To
City of Frisco, Texas 75034 Attn: Jean May, EM Specialist Frisco Fire Department	

CUSTOMER NO.	RELEASE NO.	PROJECT	TERMS
			Due on receipt

ITEM	DESCRIPTION	QTY	COST	TOTAL
CASA001-S1	Standalone Edition (SA) + 1 Core Module	3	8,783.33333	26,350.00
SASOS001	CentrAlert SOS Siren Control Module (included as SA module)	3	0.00	0.00
CAMTS001-D	CentrAlert Mobile Command Case with DTMF ENDEC (customer to provide frequency information)	1	7,420.00	7,420.00
CARTU003-AT	RTU Board to upgrade ATI sirens to CentrAlert compatibility	0	2,254.00	0.00
On-site Support-DR	On site installation and acceptance testing of system - Cost is estimated. Actual cost is per day, depending upon final project schedule	2	1,500.00	3,000.00
CPM	CentrAlert Platinum Maintenance Agreement - Covers technical support, 24/7/365 telephone support, and on site support per terms and conditions CPM agreements are three year with annual payments as shown, to be billed each year. 5% discount for payment in advance of all three years	1	2,395.00	2,395.00
CAAST001-A	CentrAlert EOS Certified Training at site - Administrator level (includes Operator level). 15% discount is shown pending CMP agreement purchase	1	2,975.00	2,975.00
Shipping & Deliv...	Shipping and Delivery Charge - Subject to change by carrier	1	175.00	175.00
Travel	Estimated Travel expenses incurred for job.	1	1,920.00	1,920.00

Estimate valid for 60 days from estimate date. Freight not included unless shown.

TOTAL $44,235.00

Phone #	Fax #	E-mail	Web Site
859-224-1043		Administrator@saferservices.com	www.saferservices.com

May 10, 2013

City of Frisco, Texas
Fire Department
Attn: Jean May, Emergency Management Specialist

Dear Ms. May:

This letter is to provide technical justification for the selection of the CentrAlert® EOS™ control system to replace your current ATI system for control of the Whelen and ATI sirens. CentrAlert® EOS™ is the only Whelen solution that can successfully integrate ATI sirens and Whelen sirens into a seamless, supported computer platform. This system will not violate your current Whelen warranties.

Additionally, CentrAlert, Inc. is the only company that builds the necessary hardware for converting the ATI sirens to the Whelen standard for two-way reporting purposes. These converted sirens will operate just like your Whelen sirens and make activations easy to use for the end Operators. The end result is a system utilizing the Whelen protocol for which no other hardware vendor is authorized to use. ATI is not authorized to use the Whelen protocol. However, CentrAlert's compatible RTU is authorized to use this protocol and has been successfully done in over 200 siren locations.

CentrAlert's technology is patent pending under application number 11/993182. As such, it cannot be duplicated by any other vendor.

SAFER Services is authorized as the only entity with previous history integrating ATI and Whelen systems. They also have unique Acceptance Test Procedures to ensure system integrity upon installation.

Should you need any additional information, or have any additional questions, please don't hesitate to contact me.

Regards,



Don Rehmel
CentrAlert, Inc.
1-888-491-1638

275 Meijer Way, Suite 120
Lexington, KY 40503
Phone: (859) 224-1047
www.centralert.com

AGENDA ITEM #30.

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
Tom Johnston, Director of Administrative Services

From: **Daniel Ford, Purchasing Manager**

Date: **May 13, 2013**

Subject: **Consider and Act Upon Award of RFP #1303-037, Local Marketing Advocacy Program, to The Dealey Group**

Action Requested: City Council award of RFP #1303-037, Local Marketing Advocacy Program, to The Dealey Group, in an estimated amount of $40,000.

Background Information: Purchasing solicited RFP #1303-037, Local Marketing Advocacy Program, and received responses from The Dealey Group and Collinson Media and Events. An evaluation team consisting of members from the Convention and Visitors Bureau, the Economic Development Corporation, and Parks and Recreation evaluated the two proposals submitted according to the evaluation criteria listed in the request for proposals. The committee is recommending The Dealey Group as the best solution to meet the City's needs. The Dealey Group will provide ad production for digital media, creative design for print and backlit signage, additional support materials design and development of parameters for Adwords campaign for $14,000. In addition, as part of The Dealey Group's recommendations, the City will spend an estimated additional $26,000 in advertising with Google Adwords, Frisco Style, Plano Profile, utility bill inserts and Trip Advisor. The total estimated cost is $40,000.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to award at this time.

Financial Considerations: Funding is available through the Convention and Visitor Bureau's budget.

Legal Review: N/A

Supporting Documents: Department memo, Original Request for Proposals, and The Dealey Group Submittal

TEXAS' RISING STAR
FRISCO
CONVENTION & VISITORS BUREAU

May 13, 2013

Memo re: Local Marketing/Advocacy Program RFP 1303-037

After reviewing the proposals for the new Local Marketing/Advocacy program (Proposals received from The Dealey Group and Collinson Media), the committee selected The Dealey Group to launch this new effort. Committee members in the selection process included:

Kathleen Stewart, City of Frisco
Darcy Schroer, Frisco EDC
Denise Stokes, Frisco CVB
Jami Jensen, City of Frisco
Marla Roe, Frisco CVB

We are recommending The Dealey Group because the committee felt like the combination of traditional media and digital media would be a good approach. In addition, the committee felt like the other organization included elements that the CVB was already doing, such as e-news blasts and social media.

The Dealey Group will be awarded the following elements:

- Ad Production for digital media
- Creative design for print and backlit signage
- Additional support materials design
- Development of parameters for AdWords campaign

Total investment, outside of cost of advertising: $14,000

Advertising will include, but not be limited to:

- Google Adwords
- Frisco Style
- Plano Profile
- Utility bill inserts
- Trip Advisor

Total investment in advertising: $26,000

Total Purchase order: $40,000

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO. 1303-037

LOCAL MARKETING/ADVOCACY PROGRAM

~~~~~~

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

***March 21, 2013 @ 2:00PM* CST**

NO LATE PROPOSALS WILL BE ACCEPTED

CD OR FLASHDRIVE AND THREE 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
March 13, 2013@4:00PM
Send to
Purchasing @friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Tom Johnston, CPPO, C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED PROPOSAL NUMBER 1303-037

RFP for LOCAL MARKETING/ADVOCACY PROGRAM

BIDDER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS THREE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALs for a **LOCAL MARKETING/ADVOCACY PROGRAM**

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.

Proposal must be received by March 21, 2013 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on March 21, 2013 at 2:05 PM.CST.

Write the competitive sealed proposal number **1303-037**, name of proposal, **RFP for LOCAL MARKETING/ADVOCACY PROGRAM** and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of 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 proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

BONDING REQUIREMENTS

Bids must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over $100,000.00 and a payment bond will be required for all contracts over $25,000.00. A separate maintenance bond may be required for all contracts less than $100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

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 an original on a CD or Flashdrive and three (3) 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 hard 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's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/bids . If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov .

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must

certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder to the City of Frisco, Finance Division, accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for 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, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such

settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's 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

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.

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 THREE (3) HARD COPYIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Scope of Service

The Frisco Convention & Visitors Bureau (CVB) is soliciting proposals for the development of a new Local Marketing/Advocacy Program, to be launched beginning June 1, 2013. It is anticipated that this program will be approximately one year in length, and will address the following elements:

- Develop a greater awareness of all there is to see and do in Frisco to Frisco residents, and the nearby cities including Plano, Allen, McKinney, Prosper, The Colony and Little Elm, Fairview, Carrollton, Lewisville and Far North Dallas
- Develop a greater awareness of Frisco's meeting space to local corporations in the same cities as above
- Build an understanding of how vital tourism is to Frisco, encompassing leisure tourism, meetings, conventions, and sporting events
- Connect our convention, meeting and sports events delegates and participants to additional things they can do while in Frisco
- Drive attendance to local Frisco events
- Encourage staycations which benefit Frisco among local Dallas area residents

Minimum Requirements

A rough draft of a concept as well as costs associated to implement the program for a minimum of 10 months and maximum of 12 months.

Existing portfolio and experience in the tourism industry

Customer References

List of submittals

The vendor to prove to us that they are the best qualified to assist us in accomplishing our needs.

Evaluation Criteria

Conformance with RFP Guidelines and Submittal Requirements
Creative Concepts and ease of implementation
Total Cost of Program
Existing portfolio and experience in the tourism industry
Compatibility with the Frisco CVB's desired outcomes
Customer References

Priority will be given to the bidding firm whose creative concepts align with the CVB staff and Board of Directors.

Selection Process and Method of Award
An Independent Committee will review each submittal. The successful contractor will be required to execute a contract.

Interviews
Conference calls will be conducted with the finalists.

Inquiries
All inquiries should be sent to: purchasing@friscotexas.gov

Required Submittals
In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page
The Title Page shall include the proposal number, the title LOCAL MARKETING/ADVOCACY PROGRAM and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contacts.

Section 2: Table of Contents
Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary
Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project (if applicable) including:

1. Experience with similar projects of relevant scope and size
2. Stability of your organization

The Executive Summary shall not exceed 3 pages in length.

Section 4: Company Background
Provide a brief history of your company and all third-party vendors (if applicable) involved in this proposal. Include information such as when it was founded, number of active installations of the proposed product, name of parent and subsidiary company(s) or owners, if privately owned, etc.

Section 5: Pricing
The vendor must detail by item, all monthly costs.

Section 6: References
The proposer must furnish references for at least three (3) customers for whom they have provided a Local Marketing/Advocacy Program within the past three (3) years. Include contact information with name, title, telephone numbers and email addresses.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM
1303-037
LOCAL MARKETING/ADVOCACY PROGRAM

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____Fax:_____

E-mail address: _____

By: _____(print name)

Title: _____Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

SECTION I

Proposal No. 1303-037

Get Smart!

RFP for Local Marketing/Advocacy Program

The Dealey Group

x 

JoAnn Dealey, President
The Dealey Group

SECTION 2

TABLE OF CONTENTS

Section 3. Executive Summary 3-4

Section 4. Company Background 5-6

Section 5. Pricing 7-9

Section 6. References 10

Section 7. The Big Idea: Get Smart! 11-13

Section 8. Current Tourism Portfolio

- A. Frisco Convention & Visitors Bureau 14
- B. Texas Weekend Wine Tours 15
- C. Granbury Visitor Guide 16
- D. ShopAcrossTexas.com 17
- E. Orange, Texas 18
- F. NorthTexasShopping.com 19
- G. Dallas Guide and San Antonio Guide 20

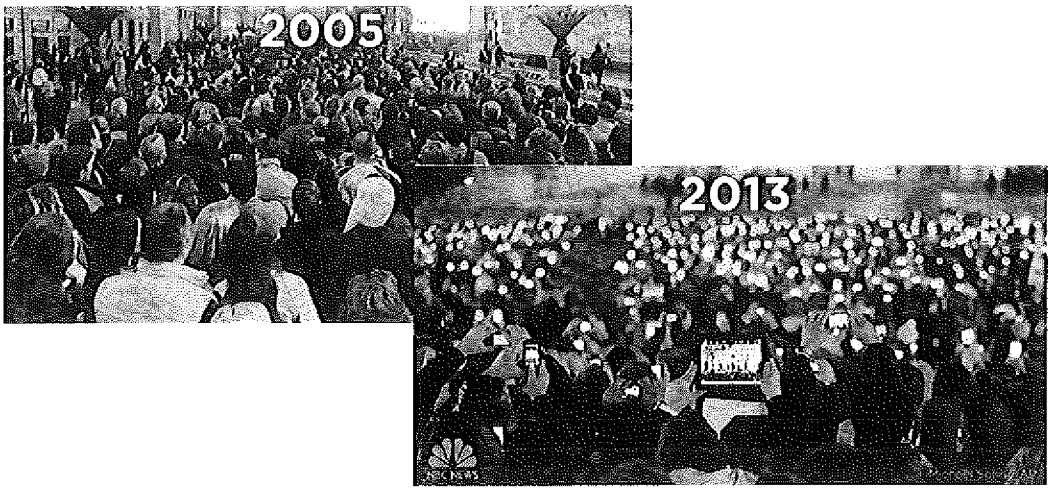
Section 9. Required Forms 21-25

Section 10. Contact Page 26

EXECUTIVE SUMMARY

Let's Get Smart

In "The Big Idea" section of this proposal, The Dealey Group is recommending a mobile initiative for smartphone-savvy consumers. This recent photo comparison says it all:



Smartphone users have their phones with them at all times. They are consulting multiple platforms to aid with shopping and to save money, and they are increasingly using their smartphones to find coupons/discounts for nearby stores. According to a Valassis study, use of mobile coupons or apps increased by over 100% in 2011, and by 100% again in 2012.

Ways in which U.S. parents will use their smartphones to assist with back-to-school shopping:

- *45%: access/download discounts, coupons, sale info*
- *38%: get store location*

Cutting Edge

We are not selling pre-fab ideas we pull out of a drawer. This mobile initiative is uniquely designed for Frisco, and we believe it will be the next big thing that all the other cities will be talking about. Our media buy for this project will directly promote the concept and maximize the best media outlets available, from Google AdWords to Trip Advisor to Collinson Media.

> *Mobile has become more than a nice accessory to augment the shopping process; it has become an essential stop in the path to purchase.* —Emarketer, March 2013

Scope & Size

The scope and size of this project is in line with our client base. The Dealey Group is built to handle projects of this size. (Not too big, not too small.)

The Dealey Group has created and implemented mobile initiatives very similar to what we propose here for over 50 clients, including a Fortune 500 company.

The technology we propose to implement in this mobile initiative is proven and stable.

The media outlets we propose are respected and deliver as required. In fact, the analytics available to us now on most of the digital outlets recommended, give us consumer response metrics we never dreamed possible just a few years ago.

Agency Stability

The Dealey Companies have been in business with no interruption since 1983. (Yikes, JoAnn must have started that first company when she was 10!)

SECTION 4

COMPANY BACKGROUND

The Dealey companies were founded in 1983, and enjoy an outstanding reputation for exceptional marketing, memorable creative and attentive customer service.

The Dealey Group is respected as a "tra-digital" advertising agency (combining the best of traditional advertising with digital messaging). We understand the fine art of placing a compelling message in just the right medium. The advertising world is changing as rapidly as technology. More than 30% of our work is in Social Media, and our staff is AdWords certified. Even though our billings are up, we only print 1/3 of the materials we used to print. We send e-blasts instead of direct mail. Our film footage isn't on television; it's on YouTube.

Although we are committed to staying on trend, we are focused on our clients first. Your city is unique and we have crafted a specific concept to match your needs.

Our commitment to Customer Service is even greater than it used to be. At a time like this, it has to be. We need to know our clients and their product even better than before, so we can place them in just the perfect innovation, at just the right angle.

> *If you're doing something the way you were doing it five years ago, you're probably doing it wrong.* -Somebody Famous

53rd Street, Inc.
dba The Dealey Group
Partners: JoAnn Dealey and Jen Augustyn
18 full-time employees—smart, innovative, talented people who love what they do.

A current list of active clients follows.

The Dealey Group: Current List of Active Clients

Jones Lang LaSalle
- Full Agency Services
- Corporate Advertising and Marketing Programs
- Specialty Leasing Materials
- Social and Mobile Marketing Initiatives
- 45 Regional Shopping Malls

Madison Marquette
- Social Media Initiatives
- 14 Regional Malls

RPAI US Management LLC
- Social Media Initiatives
- 12 Regional Malls

Plaza Las Americas (Puerto Rico)
- Social Media Initiatives
- English/Spanish

ShopAcrossTexas.com
- Full Agency Services
- 48 Texas Cities

Texas Weekend Wine Tours
- Full Agency Services
- 4 Texas Cities

Frisco Convention & Visitors Bureau
- Full Agency Services

Simon Property Group
- On-Mall Media Sales
- 20 Regional Malls

Hospitality Alliance
- Full Agency Services
- Website
- English/Spanish

Lighting Connection
- Full Agency Services
- Website

DLC
- Social Media Initiatives

Hartnett Group
Flips Patio Grill, Bob's Steak & Chophouse, Mi Dia from Scratch
- Social Media Initiatives

RD Management
- Social Media Initiatives

Big Game
- Full Agency Services

Chef Stephanie
- Full Agency Services

PRICING

BASIC MATERIALS

Mobile Website Design

- Reconfigure existing platform to expand offers in Frisco, to include hotel offers, dining offers, local attractions, and shopping $10,000

Ad Production

- Develop display ads for use in digital media (such as Trip Advisor, local blogs, AdWords, Frisco city sites and ShopAcrossTexas.com) $2,500

Traditional Advertising Materials

- On-Mall Signage (Stonebriar Centre) Creative Development $1,000
- Printing On-Mall Materials $1,500
- Traditional Print Ads for "lifestyle press" $1,500

Additional Support Materials (contingency)

- Items for consideration: hotel info cards, door clings, landing page designs for leisure and meetings $2,500

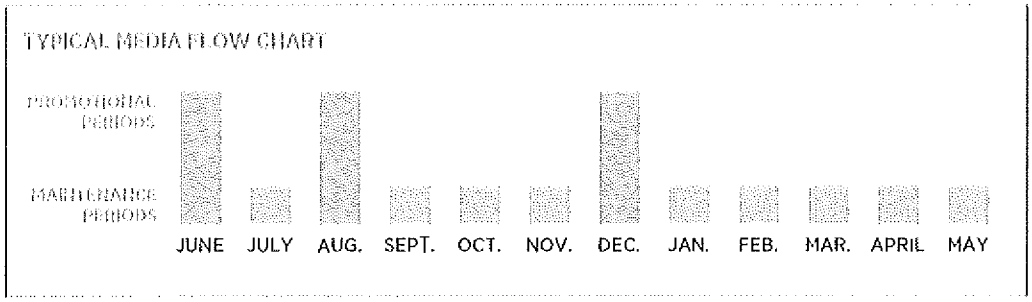
Develop parameters for AdWords Campaign

- Keyword selection
- Review partner sites
- Bidding
- GeoLocation targeting parameters
- Messaging $5,000

Basic Materials Total Cost: $24,000

MEDIA PLACEMENT

The RFP specifically requests monthly costs. Following, please find a flow chart that reflects a flexible monthly media buy to include both heavy buying periods and maintenance periods:



Heavy promotional buying periods might be centered around introduction, or a significant or seasonal event. A typical media buy follows.

Heavy Promotional Buy (example only):

- Stonebriar Centre (on-site signage) $3,052
- Frisco Style Magazine (full page) $2,659
- Plano Profile (half-page) $2,547
- AdWords (target + meetings) $5,000
- Utility Inserts

Total Heavy Promotional Buy: $13,258

Maintenance promotional buying periods are designed for the continuation of brand awareness during non-peak times and may be increased or decreased upon review and evaluation of program exposure.

Maintenance Promotional Buy (example only):

- Adwords $1,000
- Display ads/local blogs $1,000
- Trip Advisor $400

Total Maintenance Monthly Buy: $2,400

(Brief media outlet descriptions follow.)

ADWORDS MONTHLY MANAGEMENT

Monthly Monitoring and Analytics
($500/month) 10 months $5,000

The final media buy will include negotiated pricing and added value. A fully executed media buy will be finalized upon project approval.

PROJECT EXPENSE RECAP:

- **Basic Materials: $24,000**
- **Monthly Media expenditure: ..... $2,900-$13,758/month**

MEDIA OUTLET DESCRIPTIONS

Stonebriar Centre On-Mall Signage
Product: Standee
Ad Size: 3' x 6'
Flight: Four week (non-holiday)
Four standees would cover strategic high traffic locations on the lower level and three on the upper level for a total of seven.

Frisco Style Magazine
Publication has monthly distribution of approximately 63,400 mailed to Frisco, Celina, Little Elm, west McKinney and north Plano reaching 138,000 residents. Each issue is posted online with links to your website as well as available on their iPhone and iPad app.
Ad Size: Full Page

Plano Profile
Publication has monthly distribution of 47,000 mailed to households in Plano, Frisco, and Allen with 3,000 other copies distributed to hospitals, doctor's offices, senior and community centers, hotels, businesses, real estate firms, and newcomer organizations. Each issue is posted online.
Ad Size: 1/2 page

Trip Advisor
Compound targeted ads to IP addresses in Frisco and surrounding communities of Allen, Carrollton, Fairview, Lewisville, McKinney, Plano, Prosper, The Colony, and Little Elm, that are viewing Texas travel-related content, by banner impressions with strategic messaging for specific time frame.
Ad Sizes: 728x90, 300x250, 160x600, 300x600
Flight: 3 months
Total Impressions: 125,000
Added Value: 5% run of site bonus – 6,250

Daily Candy - Dallas Edition
As an online lifestyle venue and an authority on everything food, fashion, and fun, their readership is a sophisticated frequent traveler who is actively involved in the recommendations of social media channels. Run geo-targeted ROS banner ads on Dallas edition.
Ad Size: 300x250
Impressions: 50,000

ESPNDallas.com
Site averages 3.4 million unique visitors and 13.6 million total minutes per month and features writers with experience writing from the high school level through college and the pros.
Ad Sizes: 300x250, 728x90, 160x600
Flight: TBD

SECTION 6

REFERENCES

Texas Weekend Wine Tours
Ernie Loeffler
Director, Fredericksburg Convention & Visitor Bureau
302 E. Austin, Fredericksburg, TX 78624
(830)997-6523
director@fbgtx.org

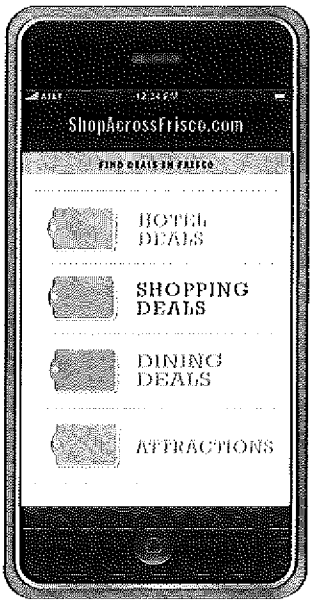
Rock Your Prom
Beth Faulkner, SCMD
VP, Regional Marketing Manager, Jones Lang LaSalle
25 Austin's Way, Seabrook, NH, 03874
(603)760-2849
elizabeth.faulkner@am.jll.com

ShopAcrossKerrville.com
Charlie McIlvain
Executive Director, Kerrville Convention & Visitors Bureau
2108 Sidney Baker, Kerrville, TX 78028
(830)792-3535
charlie@kerrvilletexascvb.com

THE BIG IDEA : GET SMART!

Visitors and locals alike are getting smart! They are constantly connected to their smartphones and tablets, and increasingly using them to find store and restaurant locations, and access coupons and discounts.

> *Consumers are using their smartphones to guide their visits from start to finish, whether that's for last-minute bookings, connecting to destination-related information or seeking recommendations.* -Emarketer, March 10, 2012



It is this insight that inspired our recommendation to put the best of Frisco in the back pocket of the target audience by creating a mobile-friendly city guide called ShopAcrossFrisco.com.

- When viewed from a mobile phone, ShopAcrossFrisco.com appears in all ways to be an app and offers the best of Frisco:
  - Hotel Deals: Great hotel rates at Frisco hotels.
  - Shopping Deals: Hundreds of daily shopping discounts, from grocery stores to the Apple store to fashion boutiques.
  - Dining Options: Discounts from local restaurants and local chain restaurants.
  - Attractions: Special offers, from sporting events to museum admission.
- The site will provide incentives (discounts and special offers) to the target audience as the tangible reason to give Frisco a shot. Not only will area residents be incentivized to see, do, and buy more things locally, conventioneers and visitors will have a great list and easy access to the best of Frisco (at just the right price).
- The basic platform currently exists for shopping and dining, and can be modified to accommodate hotel deals and attractions. In prior years, hotel and dining offers have been relatively easy to acquire.
  - See examples of existing shopping and dining offers currently available on this platform (attached).
  - Local offers from hotels, locally-owned restaurants and local attractions can easily be added to and removed from the existing program.

We can boost loyalty, create convenience and increase guest satisfaction with this superior tool. It is ideal for:

- People who are heavy search engine users

> *80% of shoppers will research online before making a purchase.* -Think by Google, March 2012

- Deal seekers who use apps to uncover promotions and compare prices
- Locals who use local directories for deals and directions

We have purchased the URL, ShopAcrossFrisco.com, which can be promoted in all advertising and marketing efforts as the mobile-friendly city guide that serves up hundreds of local offers in a smart and savvy way. Potential promotional outlets for "Get Smart!" include:

- Google AdWords—bid on key words and phrases that capture appropriate targets when searching in Frisco
- Trip Advisor ads to geo-targeted IP addresses (Frisco, Allen, Carrollton, Fairview, Lewisville, McKinney, Plano, Prosper, The Colony and Little Elm)
- On-mall signage/Stonebriar Centre
- Social Media Initiatives
- ShopAcrossTexas.com ads on Dallas, Plano, Allen, McKinney and Frisco city pages
- Geo-targeted blogs (e.g. Daily Candy, ESPN)
- Targeted lifestyle press (e.g. North Dallas People, Frisco Style, Plano Profile)
- URL promotion on-site in hotels, restaurants, and in meetings and convention promotional materials distributed to guests
- Frisco websites (CVB, City, EDC, Chamber)
- City Utility Bills

This initiative will reinforce Frisco's reputation as an innovator, and will provide real value to visitors and residents!

Reporting on traffic and page views to the site will be made on a monthly basis throughout the life of the program.

Advertising expenditures will be reviewed every 60 days and can be adjusted (down) based on response. We have experienced tremendous popularity with similar programs. Targeted page views will be defined to determine appropriate advertising expenditures.

The meetings market will be approached primarily through Google AdWords, with keywords and geo-targeted parameters to be determined. Although the meetings market must have a unique approach, meetings facilities in Frisco will be enhanced with the mobile website.

Partial listing of Frisco shopping and dining offers currently available

Local Store Discounts

Apple Store

Refurbished iPad under $700
Refurbished iPod under $325
Refurbished iPad 2 under $700

Macy's

$10 off your next purchase of $75 or more
Take an extra 20% off Him, Her & Kid's Apparel,
15% off single in-store purchase of $100 or more

Stonebriar Centre

Receive a free coupon book when you present this coupon.

DSW Shoe Warehouse

Free Iconic Tote with $29 purchase

Best Buy

HDTVs under $300
Home & Audio Accessories $100-$400
Digital Cameras under $200

Aeropostale

$10 off your purchase of $50 or more

Bath & Body Works

$10 off a $100 purchase

Ann Taylor LOFT

15% off entire purchase

Athlete's Foot

20% off any one item. One time use only.

Best Buy

Digital Cameras under $200
HDTVs under $300
Camcorders under $300

Ace Hardware

Save $5 on your next purchase of $25 or more

Ann Taylor LOFT

30% off everything

CVS Pharmacy

Save $1 on Allergy Products
$2 off Passport photos

Gap

15% off your entire in-store purchase
Earn $10 for every $50 you spend

Chico's

25% off entire purchase

The Children's Place

25% off purchase of $50 or more
Get 15% off everything

Hobby Lobby

40% off one item at regular price

Jared

$10 off $50 purchase

Mike's

$30 off services over $300
$20 off any 2 tires
Oil change for $19.99
Up to $50 off SecureSTOP Brake Service

Office Depot

$50 off any regularly priced furniture over $150
30% off your qualifying Copy & Print Depot purchase
Free 25 B/W Copies

Old Navy

$15 off your purchase of $50 or more

Ruby Tuesday

20% off your purchase

Sally Beauty

Free One'n Only Brazilian Tech Leave-In Conditioner
Buy 2, Get 1 Free Clairol Professional Hair Color
Save $5 on any purchase of $25 or more

Local Dining Discounts

Buca di Beppo

Free Buca-Taster Bowl of Ravioli Al Pomodor
$10 Off with the purchase of 2 Pastas, Baked Pastas or Entrees
Macaroni, Lasagna & Pizza for $5 per Person
Meal for 4 Only $40

Dunkin' Donuts

$1 Off 1 Carton Dunkin K-Cup Packs, any Variety
$1 Off 50-Count Munchkins Donut Hole treats

IKEA

Ribs for $7.99
Swedish Meatballs for $3.99
New Swedish Tapas for $3.99

Red Lobster

$10 Off any 2 Lobster fest Entrees

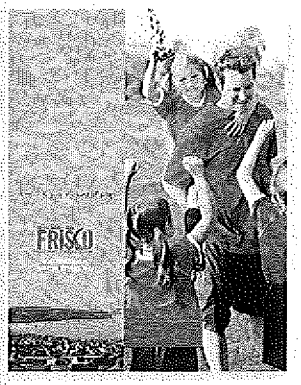
CURRENT TOURISM PORTFOLIO

FRISCO CONVENTION AND VISITORS BUREAU

The Dealey Group serves as the agency of record for the Frisco Convention and Visitors Bureau. The advertising programs focus on three primary targets: Leisure, Meetings and Sports. The city's dynamic growth, cutting-edge approaches and polished vision are reflected in the marketing materials and innovative messaging.

1 • meetings, sports & leisure ads | 2 • mobile | 3 • meeting planner guide
4 • media plan | 5 • sports & facilities guide



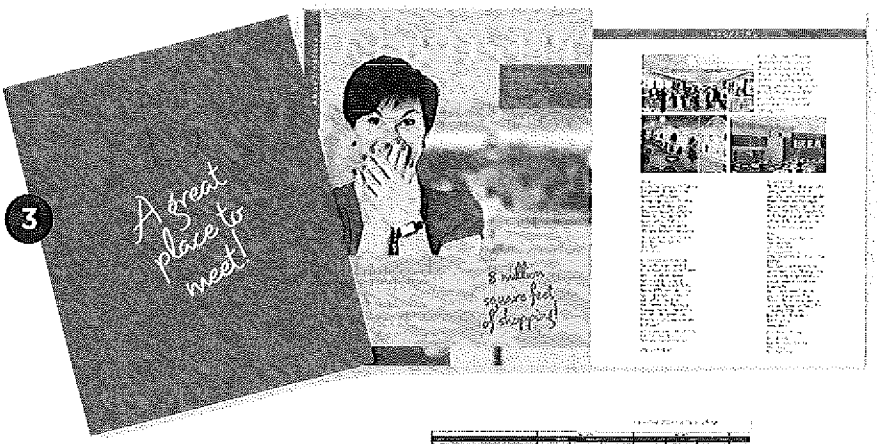


1

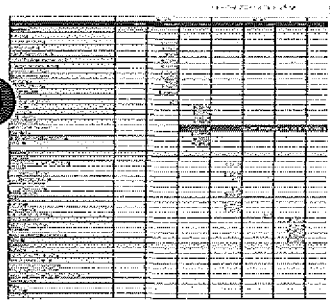




2



3



4



5

TEXAS WEEKEND WINE TOURS

A partnership program with the Convention and Visitor Bureaus of Lubbock, Fredericksburg, Granbury and Grapevine to promote wine industry tourism in these markets.

- The program includes a printed guide distributed through the State Fair of Texas, points of entry to the state and respective cities; plus online in English and Spanish through ShopAcrossTexas.com and partner city websites.
- The guide features regional wineries paired with hotel and dining recommendations, plus local shopping advice.

1 • cover | 2 • interior spread



GRANBURY VISITOR GUIDE

The fun and tranquility of Granbury is evidenced in the City Visitor Guide. The Dealey Group designed, produced, managed content and handled advertising sales for the Granbury Convention and Visitor Bureau.

1 • cover | 2 • map



SHOPACROSSTEXAS.COM

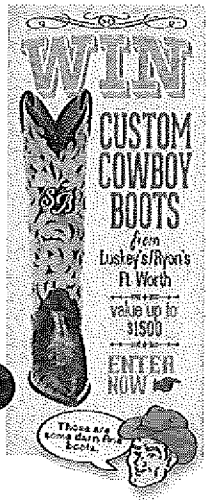
A project created for the Shop Texas Committee of the Texas Travel Industry Association, ShopAcrossTexas.com has grown to attract more than **1.3 million annual visitors.** ShopAcrossTexas.com is designed to tell visitors "where to shop when you travel, what to do when you're here."

Served up in a fun, light-hearted "Texas" style, ShopAcrossTexas.com shares the inside scoop on the Best Stores in 48 Texas cities, plus the most fun things to do and the best places to eat along the way!

1 • homepage | 2-3 • promotional graphics | 4 • Facebook promotion | 5 • eblast



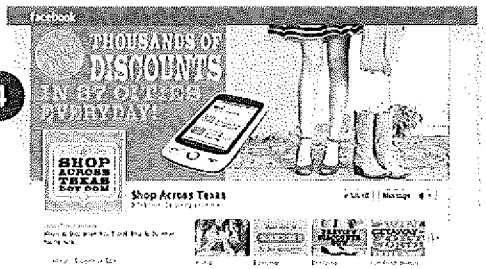
1



2



3



4

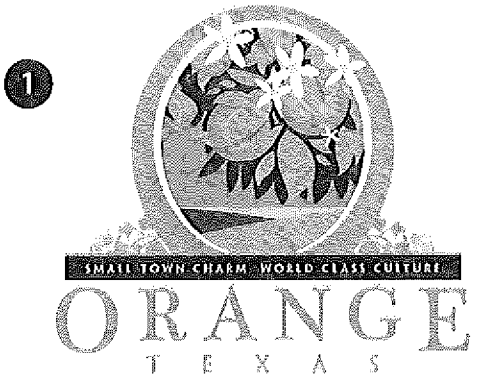


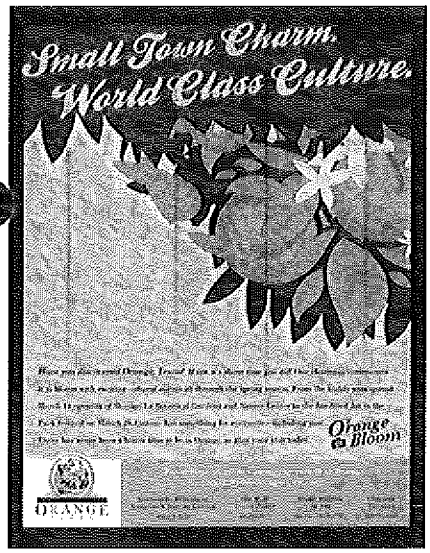
5

ORANGE, TEXAS

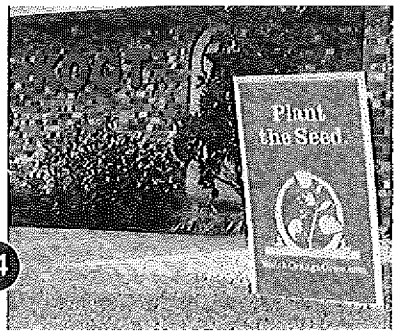
The Dealey Group developed a comprehensive 18-month marketing plan for the City of Orange, Texas and led a qualitative research effort to provide insight on which to base the marketing plan and brand strategy recommendations. This marketing plan is now guiding the communication and marketing strategy for the City of Orange, the Chamber of Commerce, the Convention & Visitors Bureau and the Start Foundation, a $400 million local arts foundation aimed at enhancing the cultural life of Southeast Texas.

1 • logo | 2 • ad | 3 • decal | 4 • yard sign | 5 • website









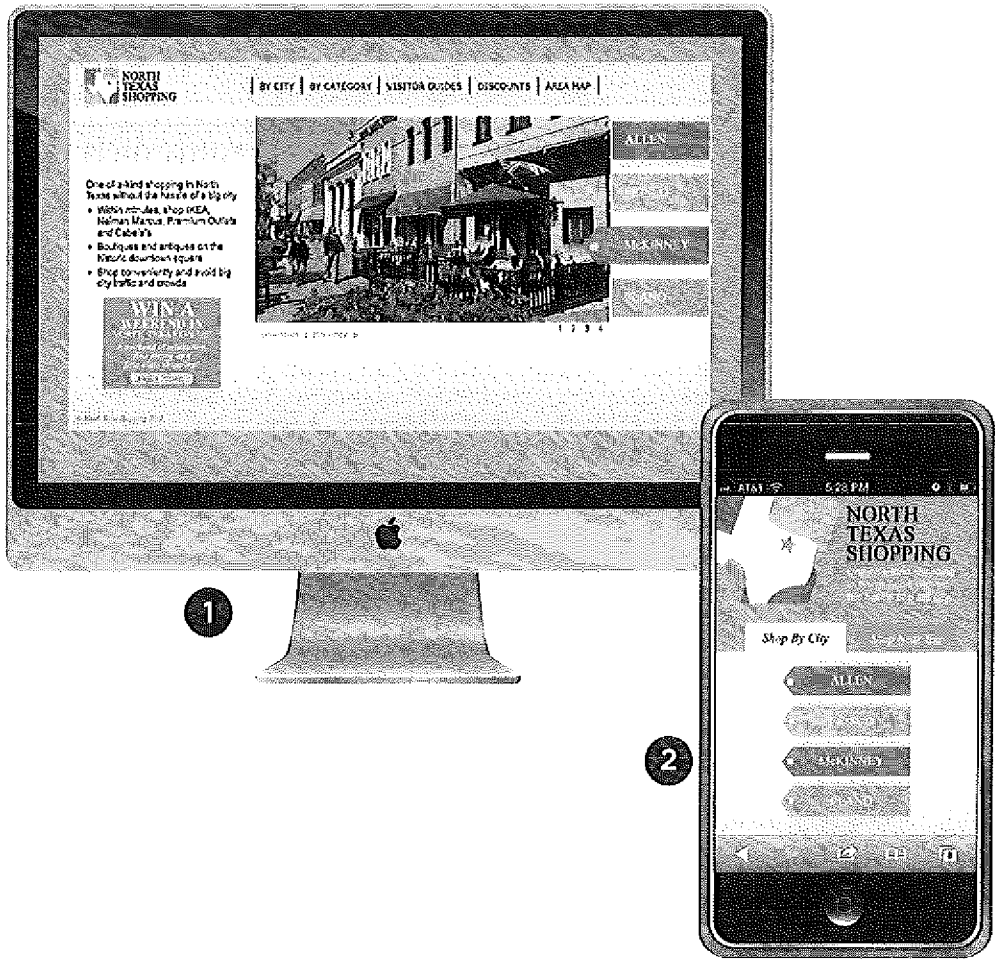


NORTH TEXAS SHOPPING : desktop and mobile website

The North Texas Shopping initiative is a cooperative program between the Convention and Visitors Bureaus of Frisco, Allen, McKinney and Plano. The program is designed to promote the entire shopping experience in Collin County.

The initial program parameters included website development and mobile website development. The program was promoted through digital mediums only, and year one served up **50,199 page views,** generating more than 3,652 names from Register-to-Win programs on the new site.

1 : desktop website | 2 : mobile website



DALLAS GUIDE AND SAN ANTONIO GUIDE

Every visitor wants the inside scoop on the "don't miss this" list. These city guides serve up the best of the best to Texas travelers. 200,000 guides are distributed annually, plus the guides are available online in both English and Spanish.

1 • Dallas guide | 2 • San Antonio guide | 3 • Dallas guide interior



SECTION 9

REQUIRED FORMS

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:
   1409 South Lamar #1010
   Dallas, Texas 75215
   (214)373-3244

2. Name and address of principal place of business, and phone number of your company's majority owner:
   53rd Street, Inc. dba The Dealey Group
   1409 South Lamar #1010
   Dallas, Texas 75215
   (214)373-3244

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:
   53rd Street, Inc. dba The Dealey Group
   1409 South Lamar #1010
   Dallas, Texas 75215
   (214)373-3244

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
The Dealey Group	(214)373-3244	100%

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: JoAnn Dealey for The Dealey Group

Title of Officer: President

Signature of Contractor: JoAnn Dealey

Date: 3/19/13

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 19 day of March, 2013.

Elizabeth Medina

Signature of Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Elizabeth Medina
My Commission Expires
05/07/2016

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 __X__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:
53rd Street, Inc. dba The Dealey Group

Is this firm a minority, or woman-owned business enterprise?

____ NO __X__ YES If yes, specify (____) MBE (__X__) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? __X__ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM
1303-037
LOCAL MARKETING/ADVOCACY PROGRAM

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: The Dealey Group

Address of Bidder: 1409 South Lamar #1010, Dallas, TX 75215

Telephone Number: (214)373-3244 Fax: (214)373-3168

E-mail address: jdealey@thedealeygroup.com

By: JoAnn Dealey (print name)

Title: President Federal ID #/SSN #: 75-2965655

Signature: JoAnn Dealey

Acknowledgement of Addenda: #1 JD #2 JD #3 ____ #4 ____ #5 ____

SECTION 10

CONTACT INFORMATION

 TheDealeyGroup.com

 JoAnn Dealey: (214) 373-3244

 jdealey@thedealeygroup.com

 facebook.com/thedealeygroup

 twitter.com/thedealeygroup

 thedealeyo.tumblr.com

AGENDA ITEM #31.

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, AICP, Planning Manager *JW*

XC: Ron Patterson, Assistant City Manager
John Lettelleir, AICP, Director of Development Services

Date: May 15, 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 May 14, 2013 meeting. Chairman Trykoski was absent due to a personal commitment.

FRISCO

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Revised Site Plan: Celebration Covenant Church, Block A, Lot 1R (SP13-0019)
Owner(s): Celebration Covenant Church

Description:
A church and a public school with six temporary buildings on one lot on 26.0± acres on the east side of Teel Parkway, 1,000± feet south of Main Street. Zoned Information and Technology. Neighborhood #41. SP

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to a permit expiration date of August 1, 2014, at which time the six temporary buildings must be removed from the property.

This Revised Site Plan will expire on 04-15-2015.

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

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Preliminary Site Plan & Revised Conveyance Plat: Westside Market, Block A, Lots 1R & 3-7 (PSPCP13-0002)
Owner(s): LF2 Frisco L.P.

Description:
A grocery store with accessory gas pumps and attached strip retail/restaurant building, a separate retail/restaurant building, three restaurants with drive-through windows, a stand alone restaurant, and a bank on six lots on 16.5± acres on the southeast corner of FM 423 and Lebanon Road. Zoned Retail. Neighborhood #37. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

This Preliminary Site Plan will expire on 03-25-2015.

CC:
Danny Carroll
Gary Hartwell
Mack Borchardt
Poly Birika
Deanna Quigley
Phillip Climer
Michael Crain
Dudley Raymond
Jim Cottone
Michele Wood
Steve Covington
Rick Wieland
Michelle Ortega

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

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Preliminary Site Plan & Conveyance Plat: Village at Phillips Creek Ranch, Block A, Lot 1 (PSPCP13-0003)

Owner(s): Republic Property Group

Description:
A big box retail building with accessory gas pumps, two retail buildings, a bank, and one restaurant on one lot on 23.8± acres on the northeast corner of Lebanon Road and FM 423. Zoned Planned Development-202-Urban Living. Proposed zoning: Planned Development-202-Retail (Companion Item to Z13-0001). Neighborhood #38. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:
Preliminary Site Plan
1. Staff approval of a preliminary façade plan.
2. City Council's approval of Zoning Case Z13-0001.

Conveyance Plat
As submitted.

This Preliminary Site Plan will expire on 03-25-2015.

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

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Preliminary Plat: Stonebryck Manor Phase Two (PP13-0010)
Owner(s): Frisco Corner 116 Joint Venture

Description:
31 Single Family-7 lots and three Homeowners' Association lots on 8.8± acres on the northeast corner of Rolater Drive and Hillcrest Road. Zoned Retail. Proposed Zoning Single Family-7 (Companion item to Z13-0005) Neighborhood #18. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council approval of Zoning Case Z13-0005.
2. Staff approval of a Landscape Plan.
3. Staff approval of a tree survey.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 05-14-2015.

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			

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

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Final Plat: Richwoods, Phase Fifteen (FP13-0009)
Owner(s): Richwoods Development, LLC

Description:
54 Single Family-8.5 lots and four common area lots on 14.5± acres on the southwest corner of Rolater Road and Daybreak Ridge Road. Zoned Planned Development-144-Single Family-8.5. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

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			

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Final Plat: Richwoods, Phase Thirteen (FP13-0008)
Owner(s): Richwoods Development, LLC

Description:
55 Patio Home lots, five Single Family-7 lots and six common area lots on 14.8± acres on the south side Inspiration Avenue and north of CR 68. Zoned Planned Development-141-Patio Home and Planned Development-142-Single Family-7. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

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

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

May 15, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, May 14, 2013

Final Plat: Richwoods, Phase Twelve (FP13-0007)
Owner(s): Richwoods Development, LLC

Description:
68 Single Family-8.5 lots, two Single Family-7 lots and six common area lots on 25.1± acres on the west side of the intersection of Richwoods Drive and Inspiration Avenue. Zoned Planned Development-142-Single Family-7 and Planned Development-144-Single Family-8.5. Neighborhood #26. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

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 #32.

FRISCO
ENGINEERING SERVICES
DEPARTMENT

Memorandum

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

cc: **George Purefoy, City Manager**
Ron K. Patterson, Assistant City Manager
Paul Knippel, P.E., Director of Engineering

From: **Brian A. Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **May 21, 2013**

Subject: **Consider and act upon an Amendment to Ordinance 13-02-07 establishing the maximum speed limit on FM 423 within the City limit of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.**

Action Requested: Consider and act upon an Amendment to Ordinance 13-02-07 establishing the maximum speed limit on FM 423 within the City limits of Frisco, which is contingent upon the acceptance by the Texas Transportation Commission.

Background Information: FM 423 generally runs in a north/south direction through the City of Frisco with portions of it extending into The Colony and Little Elm. The current Speed Limit Ordinance passed by City Council on February 5, 2013 removed the temporary construction speed zone set during the TxDOT widening project between Stewart Creek Road to 0.35 miles north of Main Street.

Due to the recent widening of FM 423 from a two-lane undivided roadway to a six-lane divided roadway generally between Stewart Creek Road and FM 720 in Little Elm, TxDOT conducted a new speed study on this section of FM 423. TxDOT's evaluation showed that a decrease in the posted speed limit on FM 423 between Stonebrook Parkway and 0.35 miles north of Main Street from 55 mph to 50 mph is warranted. The speed study also showed that the current 55 mph speed limit on FM 423 between Stewart Creek Road and Stonebrook Parkway will remain in place. TxDOT did not conduct a new speed study on FM 423 between Eldorado Parkway and US 380, so there will not be a change to the posted speed limit currently in place on this portion of FM 423. Staff is requesting that City Council provide their approval of this Amendment to Ordinance 13-02-07 to decrease the existing posted speed

limit on FM 423 between Stonebrook Parkway and 0.35 miles north of Main Street (Frisco/Little Elm City Limits) to 50 mph pending approval from the Texas Transportation Commission.

Alternatives: The City Council could consider the following alternatives:

- Approval of Ordinance Amendment
- Send back to staff with direction

Financial Considerations: None. The new speed limit traffic signs will be installed by TxDOT.

Legal Review: City legal staff has reviewed the ordinance.

Supporting Documents:

- Ordinance
- Location Map

Staff Recommendation: Staff recommends the approval of the attached Ordinance Amendment.

CITY OF FRISCO, TEXAS **ORDINANCE NO._____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NUMBER 13-02-07; ESTABLISHING THE MAXIMUM SPEED LIMIT ON FM 423, LOCATED IN THE CITY OF FRISCO, TEXAS, DENTON COUNTY, TEXAS; PROVIDING FOR NOTIFICATION OF THE MAXIMUM SPEED LIMIT BY THE INSTALLATION OF SIGNS AND MARKERS TO REGULATE VEHICULAR SPEED ON THE DESIGNATED STREET; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS the City Council of the City of Frisco, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Frisco, Texas ("Frisco"), to repeal Ordinance No. 13-02-07 in its entirety and establish a new maximum speed limit on FM 423 located in the City of Frisco, Denton County, Texas; and

WHEREAS, §545.356 of the Texas Transportation Code provides that whenever the governing body of the municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or prudent under the conditions found to exist at any intersection or other place or upon any part of a street or highway within Frisco taking into consideration, among other things, the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and prudent prima facie speed limit thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the City Council finds it is necessary for the protection and safety for the citizens of Frisco to declare a reasonable and prudent speed for FM 423 within the City of Frisco, Texas, as set forth in this Ordinance.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Establishment of Prima Facie Speed. Upon the basis of an engineering and traffic investigation, and as authorized by the provisions of §545.356 of the Texas Transportation Code, the following prima facie speed limit hereinafter indicated for vehicles is hereby determined

and declared to be safe, reasonable and prudent, and such speed limits are hereby fixed at the rate of speed indicated for traveling upon FM 423 as follows:

FM 423	from the South City Limits (MP 3.233) to Stonebrook Parkway	55 mph
FM 423	from Stonebrook Parkway to 0.35 miles North of Main Street (MP 10.273)	50 mph
FM 423	from 0.2 miles north of Eldorado Parkway (MP 2.776) to Panther Creek Parkway (MP 1.991)	50 mph
FM 423	from Panther Creek Parkway (MP 1.991) to the North City Limits	55 mph

When no special hazards exist that require a lower speed, the speed of any vehicle not in excess of the limit specified shall be lawful, but any speed in excess of the limit specified shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

SECTION 3: Placement of Signs. Signs indicating the speed limit provided herein shall be placed at the most advantageous points to be conspicuous to approaching vehicular traffic. The signs shall be permanently affixed to a stationery post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view, and shall comply with applicable state laws.

SECION 4: Repeal Ordinance No. 13-02-07. Frisco Ordinance No. 13-02-07 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal of this Ordinance discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 13-02-07 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 13-02-07 occurring before the effective date of this Ordinance.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Penalty Provision. Any person violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than One Dollar ($1.00) nor more than Five Hundred Dollars ($500.00). Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Effective Date. This Ordinance shall be effective upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this ____ day of _____, 2013.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

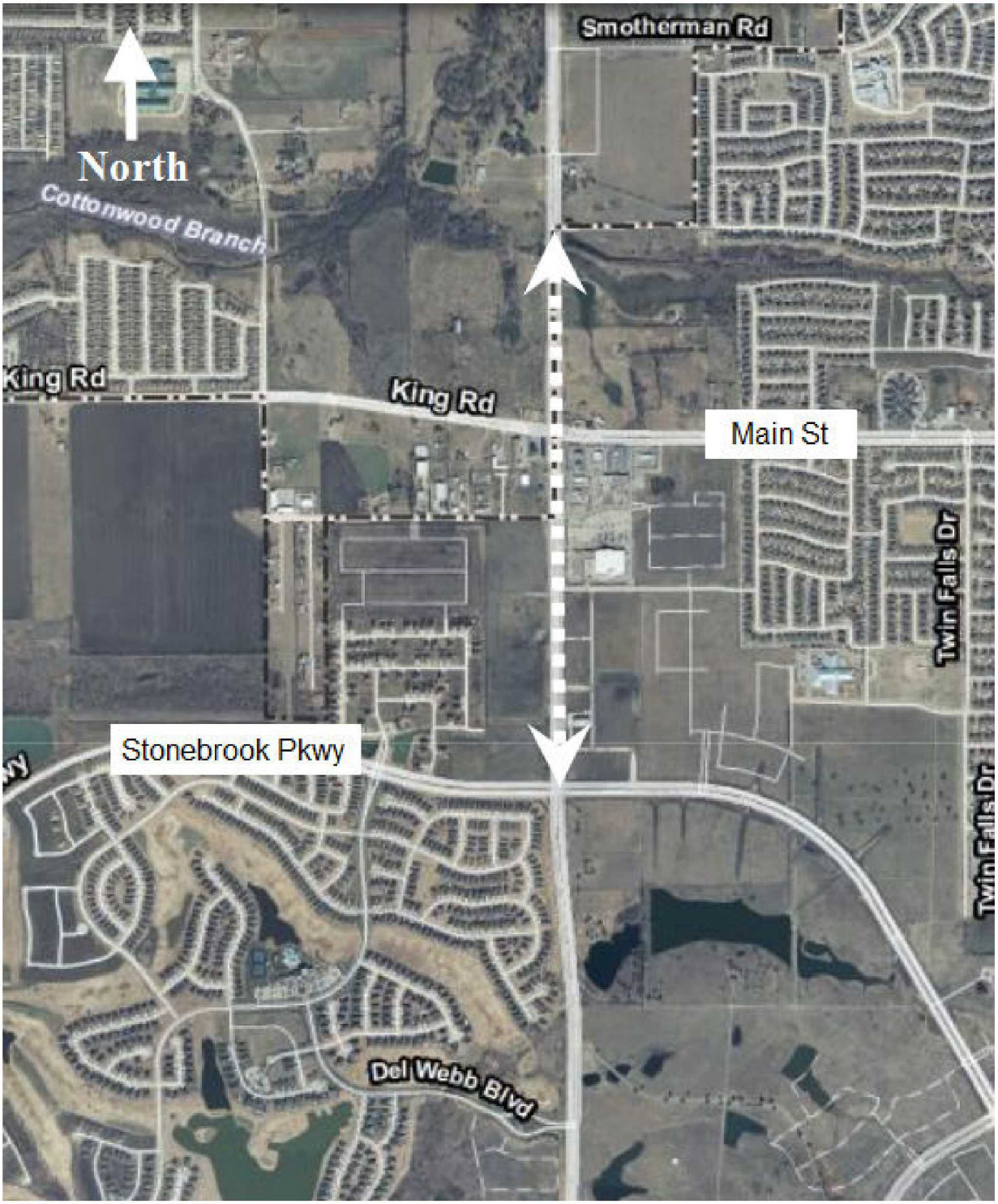
APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Date(s) of Publication: _____, *Frisco Enterprise*

LOCATION MAP

Extent of Speed Limit Changes on FM 423



Texas Department of Transportation

4777 US Highway 80 East, Mesquite, TX 75150-6643

May 2, 2013

Control: 1315-02, 1567-01 & 02
Highway: FM 423
County: Collin

Mr. Brian Moen, P.E.
Asst. Dir. of Engineering Services/Transportation
City of Frisco
George A Purefoy Municipal Center
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

Subject: Speed Zones

Dear Mr. Moen:

Attached for your information and further handling is a computer printout of the speed zone study on FM 423 in the City of Frisco. We believe the recommended speeds will correspond closely to the speeds at which the normal and prudent driver will drive under the existing conditions.

To proceed with the changing of the speed limits, TxDOT requires a signed city ordinance matching the zones on the speed study. To assist the City in the preparation of the ordinance, a sample speed zone ordinance has been attached to serve as a guide. Please forward the signed ordinance to our office by June 14, 2013 for further processing. Upon receipt of the ordinance from the City of Frisco, TxDOT will furnish and install the necessary signs at the proper locations.

If we may be of further assistance, please feel free to contact Ms. Roxanne Cortez, P.E. at the above address or by telephone at 214-320-6621.

Sincerely,

Melanie Young, P.E.
District Transportation Operations Engineer

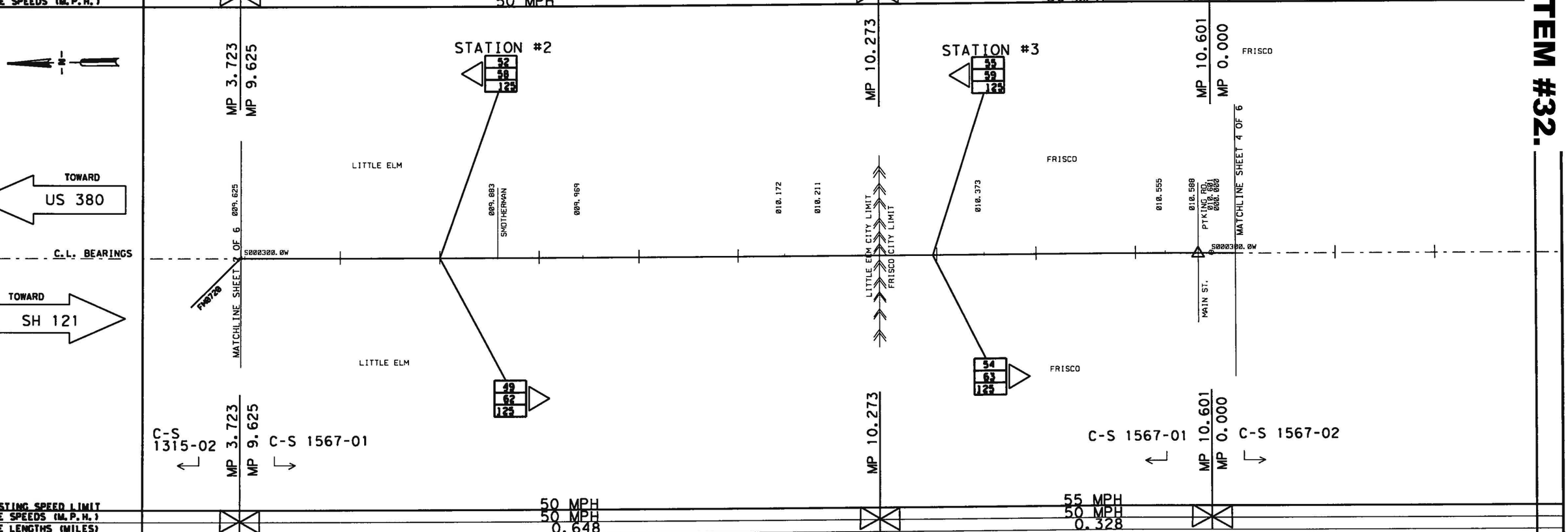
Attachments

AGENDA ITEM #32.

Packet Page -556-

FM 423

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	0.648 / 0.328
ZONE SPEEDS (M.P.H.)	50 MPH / 50 MPH



EXISTING SPEED LIMIT	50 MPH / 55 MPH
ZONE SPEEDS (M.P.H.)	50 MPH / 50 MPH
ZONE LENGTHS (MILES)	0.648 / 0.328
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	RESIDENTIAL / OPEN

DISTRICT: DALLAS COUNTY: DENTON

HIGHWAY: FM 423 CITY: FRISCO/LITTLE ELM

DATE OF STUDY 01-22-23 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

SECTION ONE	STA. OR M.P.	LENGTH MILES: CONT. AND SECT.	PROJECT
BEGINS	0 + 00 / MP _____	____ - __	_____ (__)
ENDS	0 + 00 / MP _____	____ - __	_____ (__)

SECTION TWO	STA. OR M.P.	LENGTH MILES: CONT. AND SECT.	PROJECT
BEGINS	___ + ___ / MP _____	____ - __	_____ (__)
ENDS	___ + ___ / MP _____	____ - __	_____ (__)

42 / 62 / 125 — 85 PERCENTILE SPEED / TOP SPEED MEASURED / NUMBER OF CARS CHECKED

O FATAL ACCIDENT

⊘ PERSONAL INJURY ACCIDENT

O PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

△ SIGNALIZED INTERSECTION

(__) TRIAL RUN

SPEED ZONE

CONT. 1315 SEC. 02

CONT. 1567 SEC. 01

CONT. 1567 SEC. 02

LIMITS: FM 2934 TO STEWARDS CREEK RD.

SHEET 3 OF 6

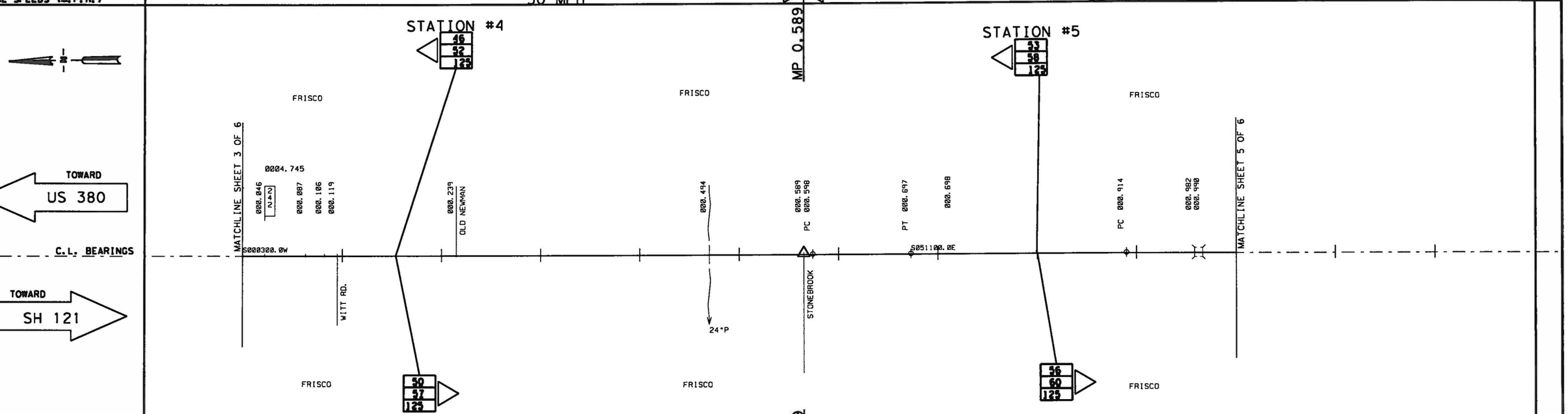
Texas Department of Transportation

SPEED STUDY
DENTON COUNTY
FM 423

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO. / COUNTY	
CHECKED	CONTROL NO.	SECTION NO. / JOB NO.	HIGHWAY NO.

FM 423

DEVELOPMENT	COMMERCIAL / RESIDENTIAL
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES / 3 LANES
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	0.589 / 2.426
ZONE SPEEDS (M.P.H.)	50 MPH / 55 MPH



EXISTING SPEED LIMIT	55 MPH / 55 MPH
ZONE SPEEDS (M.P.H.)	50 MPH / 55 MPH
ZONE LENGTHS (MILES)	0.589 / 2.426
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS COUNTY: DENTON

HIGHWAY: FM 423 CITY: FRISCO/LITTLE ELM

DATE OF STUDY 01-22-13 SCALE 1" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

	SECTION ONE				SECTION TWO		
	STA. OR M.P.	CONT. AND SECT.	PROJECT		STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 • 00	____ - __	_____(__)	BEGINS	___ • ___	____ - __	_____(__)
	MP _____				MP _____		
ENDS	0 • 00	____ - __	_____(__)	ENDS	___ • ___	____ - __	_____(__)
	MP _____				MP _____		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

O FATAL ACCIDENT
⊘ PERSONAL INJURY ACCIDENT
O PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

△ SIGNALIZED INTERSECTION

(--) TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 02

LIMITS: FM 2934 TO STEWARDS CREEK RD.

SHEET 4 (

Texas Department of Transport

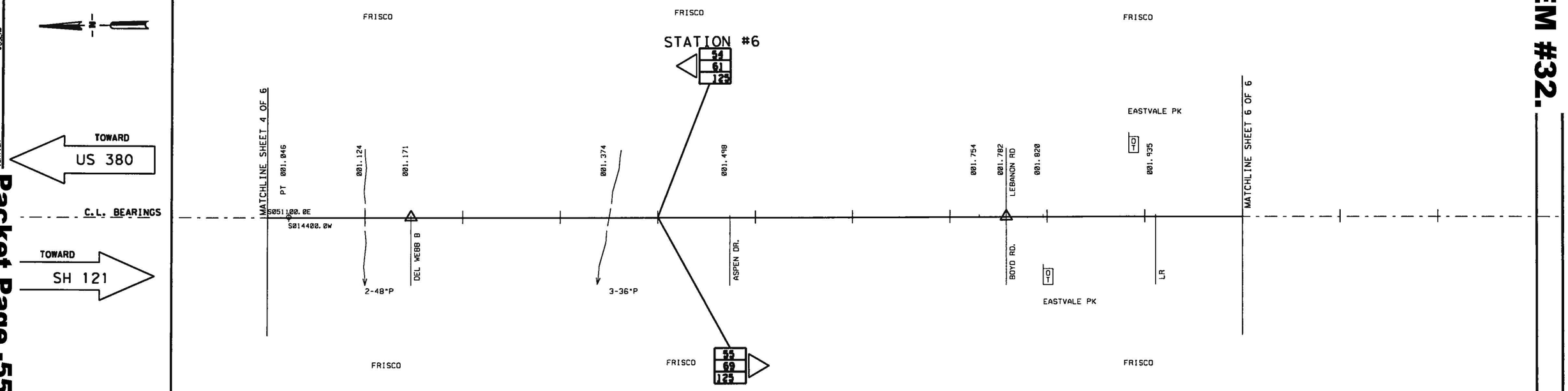
SPEED STUDY
DENTON COUNTY
FM 423

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.

Packet Page -557-
AGENDA ITEM #32.

FM 423

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	2.426
ZONE SPEEDS (M.P.H.)	55 MPH



EXISTING SPEED LIMIT	55 MPH
ZONE SPEEDS (M.P.H.)	55 MPH
ZONE LENGTHS (MILES)	2.426
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS COUNTY: DENTON

HIGHWAY: FM 423 CITY: FRISCO/LITTLE ELM

DATE OF STUDY 01-22-13 SCALE 1_" = 0.1 MILES

MINUTE NO. : _____ DATE __/__/__

REPLACES : _____ DATE __/__/__

REPLACED BY : _____ DATE __/__/__

CANCELLED BY : _____ DATE __/__/__

LIMITS OF ZONE

SECTION ONE	STA. OR M.P.	CONT. AND SECT.	PROJECT	SECTION TWO	STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS	0 + 00	-	( )	BEGINS	+	-	( )
	MP				MP		
ENDS	0 + 00	-	( )	ENDS	+	-	( )
	MP				MP		

LENGTH ___ MILES

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

O FATAL ACCIDENT
⊘ PERSONAL INJURY ACCIDENT
O PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

△ SIGNALIZED INTERSECTION

-- TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 02

LIMITS: FM 2934 TO STEWARDS CREEK RD.

SHEET 5 OF 6

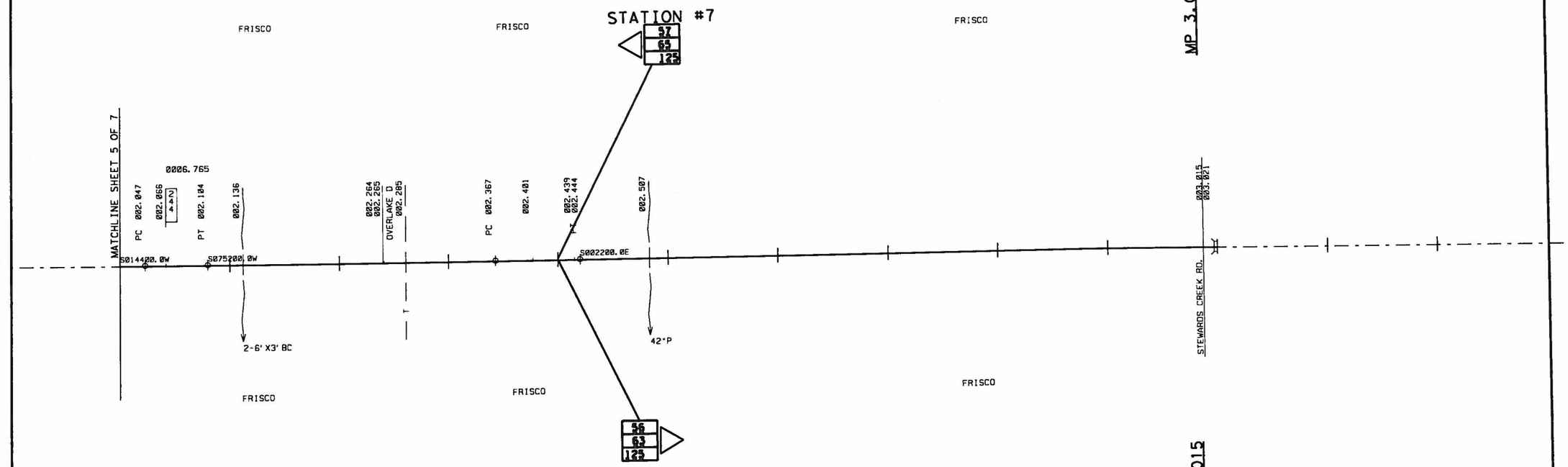
Texas Department of Transportation

SPEED STUDY
DENTON COUNTY
FM 423

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.

FM 423

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	3 LANES
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	2.426
ZONE SPEEDS (M.P.H.)	55 MPH



EXISTING SPEED LIMIT	55 MPH
ZONE SPEEDS (M.P.H.)	55 MPH
ZONE LENGTHS (MILES)	2.426
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	3 LANES
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS	COUNTY: DENTON	MINUTE NO. : _____	DATE __/__/__
HIGHWAY: FM 423	CITY: FRISCO/LITTLE ELM	REPLACES : _____	DATE __/__/__
DATE OF STUDY 01-22-13	SCALE 1_" = 0.1 MILES	REPLACED BY : _____	DATE __/__/__
		CANCELLED BY : _____	DATE __/__/__

LIMITS OF ZONE

	SECTION ONE				SECTION TWO			
	STA. OR M.P.	CONT. AND SECT.	LENGTH ___ MILES PROJECT		STA. OR M.P.	CONT. AND SECT.	LENGTH ___ MILES PROJECT	
BEGINS	__0 + 00.	____ - __	_____(__)	BEGINS	___ + ___	____ - __	_____(__)	
	MP _____				MP _____			
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	
	__0 + 00.	____ - __	_____(__)		___ + ___	____ - __	_____(__)	
	MP _____				MP _____			

42 — 85 PERCENTILE SPEED
62 — TOP SPEED MEASURED
125 — NUMBER OF CARS CHECKED

O FATAL ACCIDENT
⊘ PERSONAL INJURY ACCIDENT
O PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

△ SIGNALIZED INTERSECTION

(--) TRIAL RUN

SPEED ZONE

CONT. 1567 SEC. 02

LIMITS: FM 2934 TO STEWARDS CREEK RD.

SHEET 6

Texas Department of Transport

SPEED STUDY
DENTON COUNTY
FM 423

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.

Packet Page -559-
AGENDA ITEM #32.

AGENDA ITEM #33.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **Ron Patterson, Assistant City Manager**
John Lettelleir, AICP, Director of Development Services

From: **John Webb, AICP, Planning Manager**

Date: **5/8/2013**

Agenda Caption: **Public Hearing: Zoning Case ZA13-0001. A request to amend Zoning Ordinance No. 11-04-09 regarding Household Care Facilities, Rehabilitation Care Facilities, Rehabilitation In-Home Care Facilities and Rehabilitation Care Institutions and consider and act to direct staff to prepare an ordinance of the same.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The City has initiated a request to amend the Zoning Ordinance regarding various care facilities.

Board Review/Citizen Input: The Planning & Zoning Commission held a Public Hearing on the request at their April 23, 2013 meeting and recommended approval of the request as outlined in the attached Outcome Memo by a vote of 6-0.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office assisted staff in developing the recommended amendments to the Zoning Ordinance.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated April 24, 2013.
- Staff report.

Staff Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 24, 2013

TO: Applicant

FROM: John Webb, AICP *JW*
Planning Manager

SUBJECT: Results of the Planning & Zoning Commission, April 23, 2013

Public Hearing -
Zoning Ordinance Amendment: Care Facilities (ZA13-0001)
Applicant: City of Frisco

Description:
A request to amend Zoning Ordinance No. 11-04-09 regarding Household Care Facilities, Rehabilitation Care Facilities, Rehabilitation In-Home Care Facilities and Rehabilitation Care Institutions/JW.

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following amendments to the Zoning Ordinance:

Final approval requires action by the City Council.

Amendments to Section 3.02. Use Chart

"Household Care Facility".
Amend the Use Chart to designate as Conditional Use #35, in lieu of a "P" Permitted Use in the following Zoning Districts: "RE-Residential Estate District", "SF-16-Single Family Residential District", "SF-12.5-Single Family Residential District", "SF-10-Single Family Residential District", "SF-8.5-Single Family Residential District", "SF-7-Single Family Residential District", "OTR-Original Town Residential District", "PH-Patio Home District", "2F-Two Family Residential (Duplex) District", "TH-Townhome District", "MF-15-Multifamily-15 District", "MF-19-Multifamily-19 District", and the "MH-Manufactured Home District".

"Rehabilitation In-Home Care". Amend this term to read, "Rehabilitation Care Facility".

Amendments to Section 3.02.01. Conditional Development Standards

Amend Conditional Development Standard #27 to read,
(27) Rehabilitation Care Facility
1. "Shall maintain a minimum separation of one thousand (1,000) feet measured linearly from property line to property line from any other Rehabilitation Care Facility or Household Care Facility. The distance requirement shall be verified by the Director."

Add a new Conditional Development Standard #35 to read,
(35) Household Care Facility
2. "Shall maintain a minimum separation of one thousand (1,000) feet measured linearly from property line to property line from any other Household Care Facility or Rehabilitation Care Facility. The distance requirement shall be verified by the Director."

Amendments to Section 7.01. Terms and Words Defined

Amend the term and definition for "Household Care Facility" to read,
A dwelling unit which provides residence and care to not more than nine persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two supervisory personnel as a single housekeeping unit. Where applicable, a household care facility shall have appropriate licensing and/or registration by the State of Texas.

Amend the term, "Rehabilitation In-Home Care" to read,
"Rehabilitation Care Facility"
No change to the definition which reads,
Subject to being licensed to operate by the Texas Department of Aging and Disability Services (DADS), a dwelling unit which provides residence and care to not more than nine persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit.

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			

April 23, 2013

Public Hearing -
Zoning Ordinance Amendment: Care Facilities (ZA13-0001)
Applicant: City of Frisco

DESCRIPTION:

A request to amend Zoning Ordinance No. 11-04-09 regarding Household Care Facilities, Rehabilitation Care Facilities, Rehabilitation In-Home Care Facilities and Rehabilitation Care Institutions/JW.

BACKGROUND:

The case was initiated in an effort to address conflicting terms within the Zoning Ordinance and the application of federal and state law. On August 14, 2012, the Planning & Zoning Commission approved a Call for a Public Hearing to consider amendments to the Zoning Ordinance. On February 26, 2013, the Planning & Zoning Commission held a Public Hearing, but took no action. Since that time, staff has been evaluating options for various amendments.

REMARKS:

Household Care Facility

A "Household Care Facility" is permitted by right in all residential districts without any Conditional Development Standards and is defined as follows:

> "A dwelling unit which provides residence and care to not more than nine persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two supervisory personnel as a single housekeeping unit. This definition is subject to Personal Care Facility Licensing Act (Texas Health and Safety Code, Section 247.001 et seq.) and Community Homes for Disabled Persons Location Act (Texas Human Resources Code, Section 123.001 et seq.) as they presently exist or may be amended in the future".

Per the Zoning Ordinance, the only limitation is restricting the number of individuals in the Household Care Facility to nine (9) residents and two (2) supervisory personnel. Upon reviewing options to regulate these facilities in a manner that balances the number of individuals allowed to reside with the protection of single family neighborhoods, it is recommended the Zoning Ordinance be amended to create a new "Conditional Development Standard" to require future Household Care Facilities to be a minimum of

1,000 feet apart measured linearly from property line to property line from any other Household Care Facility. The distance shall be verified by the Director (the Zoning Ordinance defines the "Director" as the Director of Development Services or his/her designee or representative). However, please review City Attorney memo sent under separate email to the Commission only. In addition, it is recommended that future Household Care Facilities shall also be a minimum of 1,000 feet from Rehabilitation In-Home Care/Rehabilitation Care Facilities.

Staff also recommends the definition of a "Household Care Facility" be amended as follows:
(Deleted text: ~~strikethrough~~)
(New text: ***bold, italics***)

"A dwelling unit which provides residence and care to not more than nine persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two supervisory personnel as a single housekeeping unit. ~~This definition is subject to Personal Care Facility Licensing Act (Texas Health and Safety Code, Section 247.001 et seq.) and Community Homes for Disabled Persons Location Act (Texas Human Resources Code, Section 123.001 et seq.) as they presently exist or may be amended in the future.~~ **Where applicable, a household care facility shall have appropriate licensing and/or registration by the State of Texas.**"

Rehabilitation In-Home Care

"Rehabilitation In-Home Care" facilities are permitted in the Use Chart by Conditional Development Standard #27 in all residential districts and defined as follows:

> "Subject to being licensed to operate by the Texas Department of Aging and Disability Services (DADS), a dwelling unit which provides residence and care to not more than nine (9) persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit."

Conditional Development Standard #27 reads,

> (27) Rehabilitation Care Facility
> "Shall maintain a minimum separation of one thousand five hundred (1,500) feet measured linearly from property line to property line from any other Rehabilitation Care Facility."

The term used for the Conditional Development Standard (Rehabilitation Care Facility) does not match the term in the Use Chart of the Zoning Ordinance (Rehabilitation In-Home Care). This was an oversight during the preparation of the 2011 Zoning Ordinance and should be corrected with this amendment process. It is recommended the term, "Rehabilitation In-Home Care" in the Use Chart and the Definitions be amended to read, **"Rehabilitation Care Facility".**

Similar to "Household Care Facilities," it is recommended the minimum separation be established at 1,000 feet. Rehabilitation Care Facilities shall also be a minimum of 1,000

feet from Household Care Facilities. The distance shall be verified by the Director (the Zoning Ordinance defines the "Director" as the Director of Development Services or his/her designee or representative). However, please review City Attorney memo sent under separate email to the Commission only.

Rehabilitation Care Institution
Rehabilitation Care Institutions are permitted by a Specific Use Permit (SUP) in most Non-residential Districts. The use is similar to the above referenced "Rehabilitation Care Facility" except that this use allows ten (10) or more persons. The use is defined as follows:

> "Subject to being licensed to operate by the Texas Department of Aging and Disability Services (DADS), a facility which provides residence and care to ten (10) or more persons, regardless of legal relationship, who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct together with supervisory personnel.

The SUP requirement for non-residential areas provides an adequate process to determine the appropriateness of the use. No amendments to the Zoning Ordinance appear to be warranted.

RECOMMENDATION:
Recommended for Approval subject to the following amendments to the Zoning Ordinance:

Amendments to Section 3.02. Use Chart

"Household Care Facility".
Amend the Use Chart to designate as Conditional Use #35, in lieu of a "P" Permitted Use in the following Zoning Districts: "RE-Residential Estate District", "SF-16-Single Family Residential District", "SF-12.5-Single Family Residential District", "SF-10-Single Family Residential District", "SF-8.5-Single Family Residential District", "SF-7-Single Family Residential District", "OTR-Original Town Residential District", "PH-Patio Home District", "2F-Two Family Residential (Duplex) District", "TH-Townhome District", "MF-15-Multifamily-15 District", "MF-19-Multifamily-19 District", and the "MH-Manufactured Home District".

"Rehabilitation In-Home Care". Amend this term to read, "Rehabilitation Care Facility".

Amendments to Section 3.02.01. Conditional Development Standards

Amend Conditional Development Standard #27 to read,

(27) Rehabilitation Care Facility
"Shall maintain a minimum separation of one thousand (1,000) feet measured linearly from property line to property line from any other Rehabilitation Care Facility or Household Care Facility. The distance requirement shall be verified by the Director."

Add a new Conditional Development Standard #35 to read,

(35) Household Care Facility
"Shall maintain a minimum separation of one thousand (1,000) feet measured linearly from property line to property line from any other Household Care Facility or

Rehabilitation Care Facility. The distance requirement shall be verified by the Director."

Amendments to Section 7.01. Terms and Words Defined

Amend the term and definition for "Household Care Facility" to read,

A dwelling unit which provides residence and care to not more than nine persons, regardless of legal relationship, who are elderly; disabled; orphaned, abandoned, abused, or neglected children; victims of domestic violence; convalescing from illness; terminally ill; or rendered temporarily homeless due to fire, natural disaster or financial setbacks, living together with not more than two supervisory personnel as a single housekeeping unit. Where applicable, a household care facility shall have appropriate licensing and/or registration by the State of Texas.

Amend the term, "Rehabilitation In-Home Care" to read,
"Rehabilitation Care Facility"
No change to the definition which reads,

Subject to being licensed to operate by the Texas Department of Aging and Disability Services (DADS), a dwelling unit which provides residence and care to not more than nine persons regardless of legal relationship who have demonstrated a tendency towards alcoholism, drug abuse, mental illness, or antisocial or criminal conduct living together with not more than two supervisory personnel as a single housekeeping unit.

AGENDA ITEM #34.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **Ron Patterson, Assistant City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **5/10/2013**

Agenda Caption: **Public Hearing: Annexation Case A13-0001. A proposed voluntary annexation of 463.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± east of FM 423. Neighborhood #51.**

Action Requested: The City Council should hold the public hearing and hear any comments regarding the proposed annexation.

Background Information: This is a voluntary annexation case submitted by Eland Energy. The property is directly adjacent to the City's corporate limits on the west and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on May 7, 2013. The second public hearing will be held on June 4, 2013.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

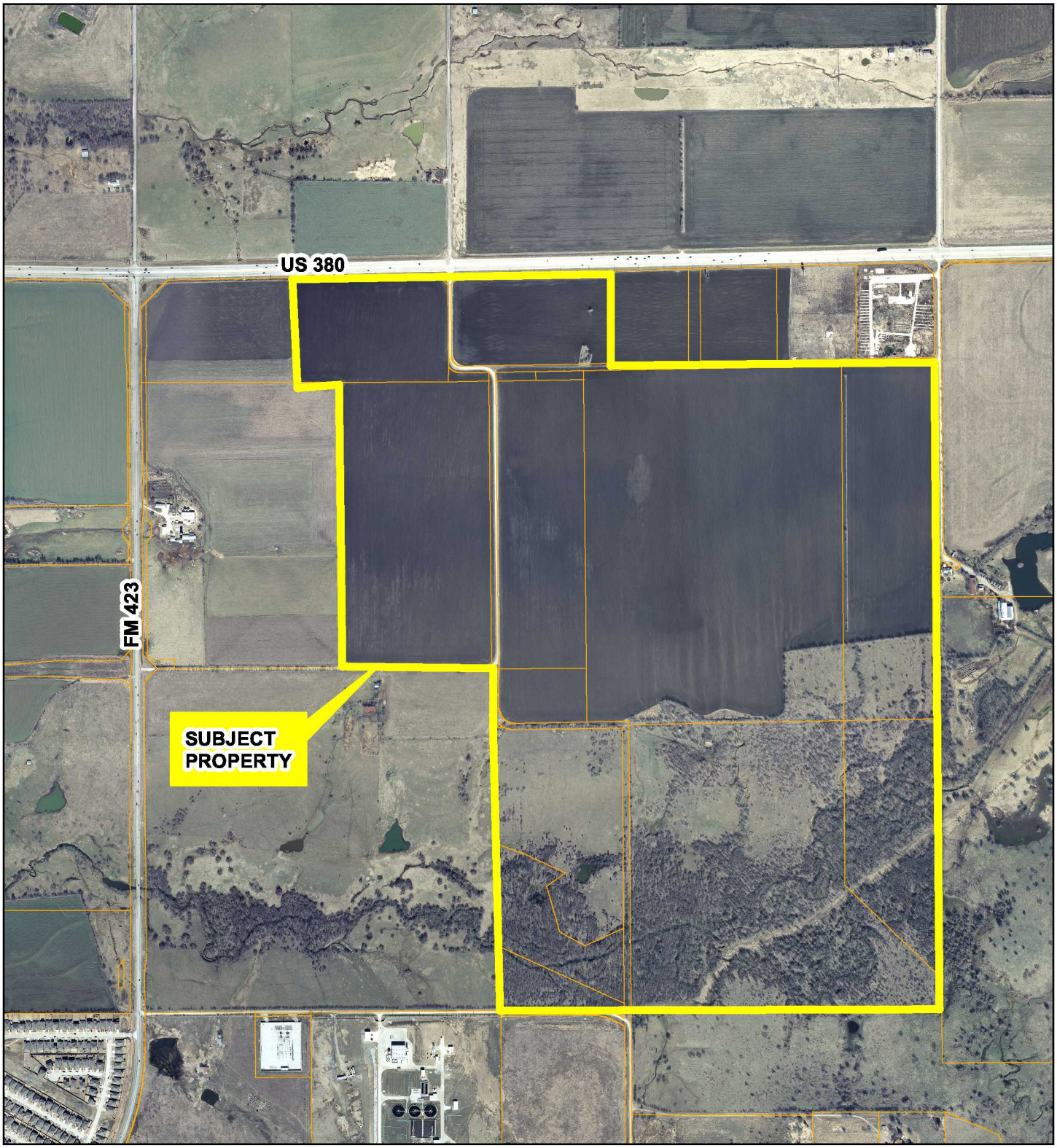
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: City Council hold the public hearing and hear any comments on the proposed annexation.

A13-0001
Eland Energy Tract



AGENDA ITEM #35.

PROGRESS IN MOTION

Communications and Media Relations Department
City of Frisco, Texas

Memorandum

To: **Honorable Mayor Maso and City Councilmembers**

Cc: **George A. Purefoy, City Manager**
Henry Hill, Deputy City Manager

From: **Dana Baird, Director of Communications and Media Relations**

Date: **May 16, 2013**

Agenda Caption: **Discussion and provide direction concerning a request for a noise variance.**

Action Requested: Variance of noise ordinance on May 31 – June 1, 2013

SECTION 6.D ORDINANCE NO. 97-04-13, states the following about exemptions:

…"Activities conducted on public or private school grounds including, but not limited to, school athletic and school entertainment events which are approved, sponsored or sanctioned by the school."

Background Information: Relay for Life of Frisco has been fighting cancer in the community for nine years. "Relay" is considered American Cancer Society's signature event, raising money for research, education and patient services.

Event will be held at Lone Star High School, as it was in 2012.

Organizers/volunteers will be distributing 5,000 door hangers throughout surrounding neighborhood, alerting residents about event and extending invitation to participate.

On May 31, Friday afternoon, organizers will conduct 'sound check' to determine acceptable sound levels. Test will involve:
1) Organizer walking to home closest to stadium;
2) Sound vendor advised to 'play' music/PA system;
3) Organizer will instruct vendor when music/PA is audible from 'home' location;
4) Vendor will be directed to 'turn down a tad'

5) 'Sound board' will be 'marked' so noise will not exceed acceptable/tolerable levels, as determined by event organizers during earlier sound check.

Event organizers conducted identical test, as described above, in 2012. No 'noise complaints' were received by dispatch/FPD in 2012.

Board Review/Citizen Input: Special Events Review Committee (SERC) has received written permission for applicant to hold event at Lone Star High School from FISD Communications. American Cancer Society has submitted written request for variance to City of Frisco's noise ordinance.

Alternatives: Deny the variance.

Financial Considerations: None

Legal Review: None

Supporting Documents: Ordinance No. 97-04-13; Letter from Lisa Phillips, American Cancer Society

Staff Recommendation: Approve

CITY OF FRISCO, TEXAS ORDINANCE NO. 97-04-13

AN ORDINANCE FOR THE CITY OF FRISCO, TEXAS, ESTABLISHING NOISE CONTROL WITHIN THE CITY OF FRISCO, TEXAS; REPEALING ORDINANCE NO. 192; PROVIDING FOR THE REGULATION OF NOISE DISTURBANCE WHICH IS DETRIMENTAL TO LIFE OR HEALTH, OR WHICH INTERFERES WITH THE ENJOYMENT OF PROPERTY OR THE PUBLIC PEACE AND COMFORT; DEFINING THOSE NOISES WHICH ARE UNLAWFUL; PROVIDING FOR EXEMPTIONS, VARIANCES AND APPEALS; PROVIDING A REQUIREMENT THAT CONTRACTS WITH THE CITY ARE CONDITIONED UPON COMPLIANCE WITH THIS ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY, REPEALING AND SAVING CLAUSES; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is hereby declared to be the policy of the City of Frisco, Texas ("Frisco") to minimize exposure to the physiological and psychological harm of excessive noise and to protect, promote and preserve the public health, comfort, convenience, safety and welfare; and

WHEREAS, it is the express intent of the City Council of the City of Frisco, Texas ("City Council") to control the level of noise in a manner which promotes commerce, protects the sleep and repose of citizens and preserves the quality of life and the environment; and

WHEREAS, the City Council finds that noise pollution is a serious concern to all inhabitants of the community, and that it is in the best interest of the citizens of Frisco to adopt this Ordinance.

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

SECTION 1: Purpose.

The purpose of this Ordinance is to make it unlawful for any person or entity to make, cause to be made, or allow any unreasonably loud and disturbing noise of such a character, intensity and duration as to be detrimental or offensive to the ordinary sensibilities of the citizens of Frisco, and/or which renders the enjoyment of life, health or property uncomfortable or interferes with the public peace and comfort.

SECTION 2: Compliance by Contractors and Proposed Developments.

It is the policy of Frisco that all contractors and subcontractors be required to comply with the provisions and intent of this Ordinance in their operations.

SECTION 3: City Contracts to be Conditioned Upon Compliance.

Any written agreement, purchase order, or instrument committing an expenditure of City funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, shall be subject to the provisions of this Ordinance, and the person or entity entering into the contract must operate, construct, conduct, or manufacture its business without violating this Ordinance.

SECTION 4: Definitions.

A. Construction - Any site preparation, assembly, erection, substantial repair, alteration, or similar action (excluding demolition) of public or private right-of-way surfaces, structures, utilities or similar property.

B. Demolition - Any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

C. Device - Any mechanism which is intended to produce, or which actually produces, noise when operated or handled.

D. Emergency Vehicle - A motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

E. Motor Vehicle - Any vehicle propelled by mechanical power, such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, mini-bike, go-cart, dune buggy or racing vehicle.

F. Noise Disturbance - Any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; any unreasonably loud or disturbing noise which is offensive to the sensibilities of a reasonable, prudent, adult person; and any unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

G. Noise Disturbance Per Se - Not requiring extraneous evidence or support to establish the existence of a noise disturbance.

H. Person - Any individual, firm, association, partnership, corporation or any other entity, public or private.

I. Non-Residential District - Any district not classified by Frisco's zoning ordinance as containing residential homes, apartments or condominiums.

J. Power Equipment - Any motorized electric or fuel powered equipment, including but not limited to, tractors, lawnmowers and other similar device or equipment.

K. Powered Model Vehicle - Any self-propelled airborne, waterborne, or land borne plane, vessel, or vehicle, which is not designed to carry persons, including, but not limited to, any model airplane, boat, car or rocket.

L. Property Boundary - An imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

M. Quiet Zone - Property on which a school, hospital, clinic, library or other noise disturbance sensitive facility is operated.

N. Residential District - Any district classified by Frisco's zoning ordinance as containing residential homes, apartments or condominiums.

All terminology used in this Ordinance and not specifically defined above, shall retain its meaning in conformance with applicable publications of the American National

Standards Institute (ANSI) or its successor body and/or the latest volume of Webster's Collegiate Dictionary.

SECTION 5: Specific Noise Disturbance Prohibited.

A. No person shall allow, make or cause to be made any unreasonably loud or disturbing noise in Frisco which is offensive to the sensibilities of a reasonable, prudent adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise distrubance as defined herein.

B. The following list includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this Ordinance, including activities which are noise disturbances per se, unless an exemption exists pursuant to Section 6 or a permit of variance was first obtained as provided in Section 7:

1. Animals - Owning, keeping, possessing, or harboring any animal or animals which, by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort or repose of the citizens of Frisco, or causes a noise disturbance as defined herein. The provisions of this Ordinance shall apply to all private or public facilities including any animal shelter or commercial kennel, which hold or treat animals.

2. Radios, television sets, musical instruments, loud speaking amplifiers and similar devices.

a. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical

instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a non-residential area in such a manner as to cause a noise disturbance.

c. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale or display of merchandise so as to attract attention to such cause, demonstration or premises when such use is done in a manner which causes a noise disturbance.

d. The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise when such use is done in a manner which causes a noise disturbance.

3. Vehicular Sound Amplification Systems - Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle, in such a manner that, when operated, it is audible at a distance of thirty feet (30'), or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of thirty feet (30') from the source when such operation is done in a manner which causes a noise distrubance.

4. Yelling, Shouting, Etc. - The yelling, shouting, crying, hooting, whistling or singing of peddlers, hawkers or any other person within Frisco in such a manner as to cause a noise disturbance.

5. Loading Operations - The loading or unloading of any vehicle within Frisco in such a manner as to cause a noise disturbance.

6. Construction/Maintenance Work -

a. Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or

repair of any building within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any gravel pit, rock crusher or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel, within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

c. Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto within a non-residential district in such a manner as to cause a noise disturbance.

d. Operating or permitting to be operated any gravel pit, rock crusher or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within a non-residential district in such a manner as to cause a noise disturbance.

7. Power Equipment -

a. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by Paragraph 6 above) within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated by Paragraph 6 above) within a non-residential district in such a manner as to cause a noise disturbance.

8. Motor Vehicles-Repairs or Testing -

a. The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or

quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a non-residential district in such a manner as to cause a noise disturbance.

9. Motor Vehicles-Running Loud or Out of Repair -

a. The use of any automobile, motorcycle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The use of any automobile, motorcycle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grading, grinding or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a non-residential district in such a manner as to cause a noise disturbance.

10. Motor Vehicles-Exhaust - The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.

11. Impulsive Sources - Causing impulsive sound sources including, but not limited to, the use of fireworks, explosives, the firing of guns or other explosive devices within Frisco in such a manner as to cause a noise disturbance. This is not intended to preclude any existing ordinances prohibiting such acts.

12. Powered Model Mechanical Devices -

a. The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices, within a residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore,

any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.

b. The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices within a non-residential district in such a manner as to cause a noise disturbance.

13. Refuse Compacting Vehicles - Operating or permitting to be operated any refuse compacting, processing or collection vehicle or parking lot sweeper in any residential district or quiet zone, or within five hundred feet (500') of any residence or quiet zone in such a manner as to cause a noise disturbance.

14. Quiet Zone - Creating a noise disturbance on any street adjacent to any school, hospital, clinic, library or other noise sensitive facility.

15. Vibration - Using or causing the use of any device that creates any ground vibration which is perceptible without instruments at any point on or beyond the property boundary of the source.

16. Stationary Non-Emergency Signaling Devices - Sounding or permitting the sounding of any electronically activated or amplified signal from any stationary bell, chime, siren, whistle, or similar device, intended primarily for non-emergency purposes, from any place for more than five (5) minutes during any consecutive sixty (60) minute period which causes a noise disturbance. Except such signaling device is allowed if used as a danger signal, and/or as required by law if vehicle is backing, starting or turning in such a way as to likely cause a collision.

SECTION 6: Exemptions.

The following sources of potential noise disturbances shall be exempt from the regulations of this Ordinance:

A. Safety signals, storm warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.

B. Sound caused in the performance of emergency or public service work, including police, fire and public utility operations, acting in the performance of lawful duties to protect the health, safety or welfare of the community.

C. Sounds caused by natural phenomena.

D. Activities conducted on public parks and playgrounds which are approved, sponsored or sanctioned by the City. Activities conducted on public or private school grounds including, but not limited to, school athletic and school entertainment events which are approved, sponsored or sanctioned by the school.

SECTION 7: Permits of Variance.

A. The City Manager, or his/her designated representative, is authorized to grant permits for relief of any provision in this Ordinance on the basis of undue hardship in cases where:

1. The sound source will be of short duration and the activity cannot be conducted in a manner as to comply with this Ordinance;

2. Additional time is necessary for the applicant to alter or modify their activity or operation to comply with this Ordinance; or

3. No reasonable alternative is available to the applicant.

B. An automatic variance will be granted without the payment of permit fees for the purpose of conducting parades or other public events provided that any noise disturbance created by such activity will be abated when such request is made by the City Manager, or his/her designated representative.

C. The City Manager, or his/her designated representative, may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects and may suspend any permit issued for violating any provisions prescribed in the permit of variance.

D. A fee of $25.00 shall be charged to each applicant for processing permit applications.

SECTION 8: Appeals.

A. Any applicant who has been denied a permit of variance or any permittee whose permit has been suspended, shall have the right to a hearing before the City Council.

B. Requests for a hearing shall be made in writing and received by the City Manager, or his/her designated representative, within ten (10) days of the date of the denial or the date of the notice of the suspension. The City Manager may review the appeal at a staff level and has the authority to reject the action of his/her designated representative and order that a permit be granted or to reinstate a suspended permit. However, should the City Manager uphold the denial or suspension of a permit, he/she shall, or his/her designated representative shall, schedule a hearing before the City Council within thirty (30) days of receipt of the request.

C. The City Council shall have the authority to review all pertinent files and information regarding the applicant/permittee which are in the custody of the City Manager, or his/her designated representative. Additionally, the City Council shall have the authority to accept written and verbal testimony from the City Manager, his/her designated representative, any appropriate city staff member, applicant/permittee and interested citizens. The City Council shall also have the authority to place time restrictions on the testimony to be given at the hearing.

D. The City Council shall have the authority to assess whether the City Manager, or his/her designated representative, acted properly within the powers granted under this Ordinance in the denial or suspension of a permit. A majority vote of

a quorum of the City Council shall determine whether to uphold or reject the City Manager's, or his/her designated representative's, action. Upholding the action of the City Manager, or his/her designated representative, shall affirm the denial or suspension. Rejection of the City Manager's, or his/her designated representative's, action shall automatically grant a permit or reinstate a suspended permit. The decision of the City Council shall be final.

E. No person whose permit has been denied or suspended, shall create or allow the creation of the noise disturbance in dispute prior to final determination by the City Council.

SECTION 9: Penalty.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in the sum of not more than Five Hundred Dollars ($500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

SECTION 10: Injunctive Relief.

In addition to and accumulative of all other penalties, Frisco shall have the right to seek injunctive relief for any and all violations of this Ordinance.

SECTION 11: Severability Clause.

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

SECTION 12: Repealing and Saving Clauses.

All Ordinances in conflict herewith are repealed to the extent they are in conflict. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 13: 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 15th day of April 1997.

KATHLEEN A. SEEI, Mayor

ATTESTED AND CORRECTLY RECORDED:

NAN PARKER,
City Secretary

APPROVED AS TO FORM:

ABERNATHY, ROEDER, ROBERTSON & JOPLIN, P.C.
RICHARD M. ABERNATHY
D. KAY WOODS
City Attorneys

Date of Publication: 4.18.97, 4.25.97, Frisco Enterprise

RELAY FOR LIFE®
American Cancer Society

City Council Members
City of Frisco
6101 Frisco Square Blvd
Frisco, TX 75034

Dear Council,

On May 31, 2013, Relay For Life of Frisco will be celebrating nine years of fighting cancer in our community! This signature event of the American Cancer Society raises money for cancer research, advocacy, education, and patient services.

Across the nation, Relay For Life is an overnight camp-out from 7 p.m. -7 a.m. with live music, testimonials, activities and an all-night 'team' walk-a-thon. These teams are made up of individuals from businesses, clubs, schools, churches, families, service organizations or simply groups of friends committed to raise at least $100 each for the American Cancer Society. We kick off the evening with a touching 'Survivor Lap', which includes men, women and children of all ages. Your presence and support truly impacts these cancer survivors and their families. At sundown, through the Luminaria Ceremony, we honor family and friends who have lost their battle with cancer and those who are continuing their fight. The celebration of life continues until sunrise!

Relay For Life of Frisco invites you to join us and respectfully requests a reprieve of Frisco's city noise ordinance for the hours of 10pm to 6am, Friday, May 31 through Saturday, June 1. While we work to always be considerate of the surrounding community and neighbors, we do use a public sound system throughout the event and thus ask for a temporary lifting of the ordinance.

Thank you in advance for your favorable consideration of this request. Help us celebrate nine years of fighting cancer in our community in 2013. If you have questions, please contact me.

Sincerely,

Lisa R Phillips

Lisa R. Phillips
American Cancer Society
Community Manager of Development
214-819-1249
lisar.phillips@cancer.org

AGENDA ITEM #36.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Jenny Page, City Secretary**

Date: **5/17/2013**

Agenda Caption: Consider and act upon adoption of Ordinances canvassing the May 11, 2013 General Election and Special Bond Election.

Considere y actúe sobre la adopción de una Ordenanza Solicitando la Elección General y Elección Especial de Bonos el 11 de Mayo de 2013.

Action Requested: Adoption of an Ordinance declaring the results of the May 11, 2013 General Election, an Ordinance declaring the results of the May 11, 2013 Special Bond Election, and provisions necessary thereto.

Background Information: The General Election was conducted jointly with Lewisville Independent School District and Collin College. It was administered by the Denton County Elections Administration and Collin County Elections Administration on May 11, 2013. The Unofficial Tabulation defined the winners as Jeff Cheney and John Keating as reflected by the vote count below:

Place 2:	**Jeff Cheney**	**1635**
Place 4:	**John Keating**	**1467**
	Harold (Hal) Colvin	505

All candidates won their prospective races by a majority therefore a runoff will not be necessary.

Additionally, the Unofficial Tabulation provides results for the Special Bond Election with the measure passing favorably as follows:

THE ISSUANCE OF $8,000,000 TAX BONDS FOR FIRE DEPARTMENT FACILITIES, FIRE FIGHTING EQUIPMENT AND FIRETRUCKS, AND WARNING SIRENS
(LA EMISIÓN DE $8,000,000 EN BONOS DE IMPUESTOS PARA INSTALACIONES DEL DEPARTAMENTO DE BOMBEROS, EQUIPOS PARA COMBATIR INCENDIOS Y CAMIONES DE BOMBEROS, Y SIRENAS DE ADVERTENCIA)

For: **(a favor de)**	**1785**
Against: (en contra)	233

The Official Results from Collin County are not expected to arrive until Friday afternoon. The results of both elections from each election will be combined and plugged into the ordinances for approval. The ordinances will be forwarded to you as soon as possible so you have time to review prior to the Tuesday meeting.

Legal Review: Courtney Kuykendall from Abernathy, Roeder, Boyd & Joplin and Special Bond Counsel Leroy Grawunder has prepared the Ordinances.

Supporting Documents:

- Ordinance declaring results from the General Election
- Ordinance declaring results from the Special Bond Election
- Certification of final election results from Denton and Collin County Elections Administrators.
- Unofficial Tabulation of combined results.

Staff Recommendation: Approval.

From: Paula Paschal
To: Jenny Page; Wendy Withers
Subject: Cumulative and Canvass Reports
Date: Tuesday, May 14, 2013 4:06:13 PM
Attachments: frisco - cumulative.pdf
frisco - canvass.pdf

Attached are the cumulative and canvass reports for your election. These are unofficial results until your governing body canvasses the results. After everyone has canvassed, I'll send your "official results" for your records.

Let us know if you have any questions.

Thanks,
Paula

Paula J. Paschal
Contract Manager
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
940.349.3206 voice
940.349.5369 fax
www.elections.dentoncounty.com

City of Frisco - Cumulative Report — Unofficial
DENTON COUNTY — 2013 May Joint Election — May 11, 2013

05/14/2013 01:21 PM

Total Number of Voters : 15,100 of 346,391 = 4.36%
Number of District Voters: 942 of 27,840 = 3.38%

Precincts Reporting 165 of 165 = 100.00
District Precincts Reporting 10 of 10 = 100.00

Party	Candidate	Early		Election		Total	
CITY OF FRISCO - CITY COUNCIL, PLACE 2, Vote For 1							
	Jeff Cheney	566	100.00%	267	100.00%	833	100.00%
	Cast Votes:	566	88.85%	267	87.54%	833	88.43%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	71	11.15%	38	12.46%	109	11.57%
CITY OF FRISCO - CITY COUNCIL, PLACE 4, Vote For 1							
	John Keating	526	84.70%	253	84.62%	779	84.67%
	Harold (Hal) Colvin	95	15.30%	46	15.38%	141	15.33%
	Cast Votes:	621	97.49%	299	98.03%	920	97.66%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	16	2.51%	6	1.97%	22	2.34%
CITY OF FRISCO - PROPOSITION, Vote For 1							
	FOR	557	88.55%	269	90.57%	826	89.20%
	AGAINST	72	11.45%	28	9.43%	100	10.80%
	Cast Votes:	629	98.74%	297	97.38%	926	98.30%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	8	1.26%	8	2.62%	16	1.70%

City of Frisco - Canvass Report — Total Voters — Unofficial
DENTON COUNTY — 2013 May Joint Election — May 11, 2013

05/14/2013 01:20 PM

Total Number of Voters : 15,100 of 346,391 = 4.36%
Number of District Voters: 942 of 27,840 = 3.38%

Precincts Reporting 165 of 165 = 100.00%
District Precincts Reporting 10 of 10 = 100.00%

CITY OF FRISCO - CITY COUNCIL, PLACE 2

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	Jeff Cheney	Totals
1029	40	17	57	4443	1.28%	52	52
1030	98	44	142	3414	4.16%	129	129
1031	44	19	63	3569	1.77%	54	54
1032	68	44	112	3742	2.99%	94	94
1033	14	19	33	1652	2.00%	28	28
1034	43	17	60	2557	2.35%	58	58
1036	223	52	275	2591	10.61%	250	250
1040	15	11	26	2300	1.13%	22	22
1035	92	82	174	3571	4.87%	146	146
2028	0	0	0	1	00.00%	0	0
Totals	637	305	942	27840		833	833

City of Frisco - Canvass Report — Total Voters — Unofficial
DENTON COUNTY — 2013 May Joint Election — May 11, 2013

05/14/2013 01:20 PM

Total Number of Voters : 15,100 of 346,391 = 4.36%
Number of District Voters: 942 of 27,840 = 3.38%

Precincts Reporting 165 of 165 = 100.00%
District Precincts Reporting 10 of 10 = 100.00%

CITY OF FRISCO - CITY COUNCIL, PLACE 4

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	John Keating	Harold (Hal) Colvin	Totals
1029	40	17	57	4443	1.28%	47	8	55
1030	98	44	142	3414	4.16%	115	24	139
1031	44	19	63	3569	1.77%	50	13	63
1032	68	44	112	3742	2.99%	97	13	110
1033	14	19	33	1652	2.00%	28	5	33
1034	43	17	60	2557	2.35%	54	5	59
1036	223	52	275	2591	10.61%	239	33	272
1040	15	11	26	2300	1.13%	20	5	25
1035	92	82	174	3571	4.87%	129	35	164
2028	0	0	0	1	00.00%	0	0	0
Totals	637	305	942	27840		779	141	920

City of Frisco - Canvass Report — Total Voters — Unofficial
DENTON COUNTY — 2013 May Joint Election — May 11, 2013

05/14/2013 01:20 PM

Total Number of Voters : 15,100 of 346,391 = 4.36%
Number of District Voters: 942 of 27,840 = 3.38%

Precincts Reporting 165 of 165 = 100.00%
District Precincts Reporting 10 of 10 = 100.00%

CITY OF FRISCO - PROPOSITION

Precinct	Early Ballots Cast	Election Ballots Cast	Total Ballots Cast	Registered Voters	Percent Turnout	FOR	AGAINST	Totals
1029	40	17	57	4443	1.28%	50	5	55
1030	98	44	142	3414	4.16%	126	15	141
1031	44	19	63	3569	1.77%	58	5	63
1032	68	44	112	3742	2.99%	95	16	111
1033	14	19	33	1652	2.00%	25	8	33
1034	43	17	60	2557	2.35%	56	3	59
1036	223	52	275	2591	10.61%	252	18	270
1040	15	11	26	2300	1.13%	21	5	26
1035	92	82	174	3571	4.87%	143	25	168
2028	0	0	0	1	00.00%	0	0	0
Totals	637	305	942	27840		826	100	926

UNOFFICIAL TABULATION FOR THE MAY 11, 2013 JOINT GENERAL ELECTION AND SPECIAL ELECTION

La CIUDAD DE FRISCO TABULACION NO OFICIAL DE VOTOS PARA EL 11 de mayo, 2013 CONJUNTA, GENERAL Y ESPECIAL DE ELECCIÓN

REPORTING IS FINAL

CANDIDATES & POSITION *CANDIDATOS & POSICIONA*	EARLY VOTES *TEMPRANO*	ELECTION DAY VOTES *DIA de ELECCIONES*	TOTAL VOTES *SUMA*	%
CITY COUNCIL PLACE 2 - *EL LUGAR de AYUNTAMIENTO 2*				
JEFF CHENEY (Unopposed)	1094	541	**1635**	**100.00%**
TOTAL VOTES - *SUMA*	**1094**	**541**	**1635**	
CITY COUNCIL PLACE 4 - *EL LUGAR de AYUNTAMIENTO 4*				
JOHN KEATING	**995**	**472**	**1467**	**74.39%**
HAROLD (HAL) COLVIN	316	189	505	25.61%
TOTAL VOTES - *SUMA*	**1311**	**661**	**1972**	
PROPOSITION - *Proposition*				
THE ISSUANCE OF $8,000,000 TAX BONDS FOR FIRE DEPARTMENT FACILITIES, FIRE FIGHTING EQUIPMENT AND FIRETRUCKS, AND WARNING SIRENS *(LA EMISIÓN DE $8,000,000 EN BONOS DE IMPUESTOS PARA INSTALACIONES DEL DEPARTAMENTO DE BOMBEROS, EQUIPOS PARA COMBATIR INCENDIOS Y CAMIONES DE BOMBEROS, Y SIRENAS DE ADVERTENCIA)*				
YES:	**1192**	**593**	**1785**	**88.45%**
NO:	160	73	233	11.55%
TOTAL VOTES - *SUMA*	1352	666	**2018**	

PROVISIONAL VOTES

COLLIN 1

DENTON

MAIL VOTES

COLLIN

DENTON		
PAPER VOTES		
COLLIN	0	
DENTON		
NUMBER OF REGISTERED VOTERS		69,676
COLLIN	41,836	
DENTON	27,840	
PERCENTAGE OF VOTER TURNOUT		2.95%
COLLIN	2.65%	
DENTON	3.38%	
EARLY VOTERS		1370
COLLIN	733	
DENTON	637	
ELECTION DAY VOTERS		682
COLLIN	377	
DENTON	305	
TOTAL NUMBER OF VOTERS		2052
COLLIN	1110	
DENTON	942	

AGENDA ITEM #36.A.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, CANVASSING THE ELECTION RETURNS OF THE JOINT GENERAL ELECTION OF MAY 11, 2013, FOR THE PURPOSE OF ELECTING TWO (2) MEMBERS OF THE FRISCO CITY COUNCIL (PLACE 2 AND PLACE 4) TO FILL EXPIRING TERMS IN THE CITY OF FRISCO, TEXAS; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") duly authorized an election to be held within the City of Frisco, Texas ("City") on May 11, 2013 ("Election"), for the purpose of electing two (2) City Council members to fill the expiring terms on the Frisco City Council, Place 2 and Place 4, said Election was administered by the Denton County Elections Administrator and Collin County Elections Administrator.

WHEREAS, the Collin County Elections Administrator and Denton County Elections Administrator that administered said Election have duly made the return of the results thereof, and said returns have been duly delivered to this City Council; and

WHEREAS, the City Council finds and declares that the meeting at which this Ordinance is considered is open to the public as required by law, and that the public notice of the time, place and purpose of the meeting was given as required by Vernon's Ann. Texas Government Code, Section 551.041, as amended; and

WHEREAS, there were cast in said Election 1,370 early votes as shown in the official election results heretofore attached as **Exhibit "A"** made a part of this Ordinance, lawfully submitted to the City Council of the City of Frisco, Texas, and filed with the City Secretary of said City; and

WHEREAS, there were cast in said Election 682 election day votes as shown in the official election results heretofore attached as **Exhibit "B"** lawfully submitted to the City Council of the City of Frisco, Texas, and filed with the City Secretary of said City; and

WHEREAS, the Combined Early Voting and Election Day Accumulated totals (cards cast) resulted in the following:

CITY COUNCIL, PLACE 2

	Votes	Percentage (%)
JEFF CHENEY	1,635	2.3%

CITY COUNCIL, PLACE 4

	Votes	Percentage (%)
JOHN KEATING	1,467	2.1%
HAROLD (HAL) COLVIN	505	0.7%

NOW, THEREFORE, BE IT RESOLVED 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: Election Results. As a result of said Election, and in conformity with the law, the following two (2) individuals are hereby declared elected:

Jeff Cheney is hereby declared to be elected to City Council Place 2, and John Keating is hereby declared to be elected to City Council Place 4.

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: 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 is 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 5: Effective Date. This Ordinance shall be effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this ___ day of May 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 Attorney

Exhibit "A"
(Official Results from Early Voting)

Exhibit "B"

(Official Results from Election Day)

AGENDA ITEM #37.

FRISCO
PROGRESS IN MOTION

Department of General Government
City of Frisco, Texas

Memorandum

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

Thru: **George Purefoy, City Manager**

From: **Nell Lange, Assistant City Manager**

Date: **May 16, 2013**

Subject: **Consider and Act Upon a Resolution Directing Publication of Notice of Intention to Issue Certificates of Obligation**

Action Requested: City Council approval of a resolution calling for a public notice, which implies that the City intends to authorize the issuance of Certificates of Obligation Bonds for the purposes of paying contractual obligations to be incurred by the City for waterworks and sanitary sewer infrastructure improvements in an amount not to exceed $25,000,000.

Background Information: The City proposes to authorize the issuance of Certificates of Obligations in July 2013 to fund improvements to the water and sewer system infrastructure and costs of issuance. To comply with all legal requirements, the City Council must adopt this resolution and publish in the paper this notice of intent to issue the Certificates of Obligation. The City anticipates selling some additional General Obligation (GO) bonds as well. The GO bonds were authorized by the voters in May 2006 and May 2013 and as such do not need a public hearing.

We anticipate selling $8,000,000 for fire facilities, equipment and warning sirens and $12,000,000 for road improvements. In addition we may be able to refund some additional bonds at that time as well.

Board/ Citizen Input: None.

Alternatives: City Council could choose not to sell bonds at this time.

Financial Considerations: The proposed Certificates of Obligation Bonds to be sold for these projects will be repaid from the Water and Sewer Utility Fund. We will provide additional information concerning the bond sale in June.

Legal Review: City Bond Counsel has prepared the resolution.

Supporting Documents: Resolution.

Staff Recommendation: Staff recommends approval of the resolution. The Notice is a "not to exceed" and we can adjust the amount of bonds prior to the sale.

RESOLUTION NO. _____

BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Council deems it advisable to authorize publication of notice of intent to issue Certificates of Obligation for the purposes hereinafter set forth;

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper of general circulation in said City, and published in said City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 30 days prior to the time set for the issuance of such certificates of obligation as shown in said notice.

Section 3. This Resolution shall be effective immediately upon adoption.

[Execution Page Follows]

SIGNED AND SEALED this May 21, 2013.

MAHER MASO, Mayor
City of Frisco, Texas

ATTEST:

JENNY PAGE, City Secretary
City of Frisco, Texas

[CITY SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION OF THE CITY OF FRISCO, TEXAS

NOTICE IS HEREBY GIVEN that the City Council of the City of Frisco, Texas, at its meeting to commence at 6:30 P.M. on July 2, 2013, at the George A. Purefoy Municipal Center, Council Chambers, 6101 Frisco Square Boulevard, Frisco, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed $25,000,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) constructing, installing, acquiring and equipping additions, extensions and improvements to the City's waterworks and sewer system, and the acquisition of land and interests in land for such projects; and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date or dates subsequent to the adoption of the ordinance. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF FRISCO, TEXAS

AGENDA ITEM #38.

FRISCO
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: **Nell Lange, Assistant City Manager**

Date: **May 14, 2013**

Agenda Caption: Consider and Act Upon a Resolution Expressing Official Intent to Reimburse Costs of Projects.

Action Requested: City Council approval of a resolution which implies that the City is going to expend funds for the construction of a fire station and purchase of equipment for which the official intent of the council is to sell General Obligation Bonds at a later date and reimburse the City's General Fund for the expenditures.

Background Information: The City anticipates selling General Obligation Bonds within the next two to six months to fund equipment, design and construction of fire station #8 and warning sirens. To comply with all legal requirements, the City Council must adopt this resolution making public their intentions to reimburse the City's General Fund for these expenditures.

Board/ Citizen Input: None.

Alternatives: Alternative funding options are limited.

Financial Considerations: The May 2013 bond election approved $8,000,000 for equipment, construction of fire station #8 and warning sirens. The City anticipates a bond sale in July 2013. We expect to issue the $8,000,000 of authorized bonds for the fire department at that time along with a possible refunding. Funding to cover these costs will be transferred from the General Fund until such time that the bonds are sold.

Legal Review: City Bond Counsel has prepared the resolution.

Supporting Documents: Resolution.

RESOLUTION NO. _____

RESOLUTION EXPRESSING OFFICIAL INTENT
TO REIMBURSE COSTS OF PROJECTS

WHEREAS, the City of Frisco Texas (the "Issuer") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (the "Projects") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Projects;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

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

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to $8,000,000 for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

Section 5. This Resolution shall become effective immediately upon adoption and it is so resolved.

PASSED AND APPROVED THIS _____.

CITY OF FRISCO, TEXAS

By: _____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

Exhibit "A"

Constructing, improving and equipping fire department facilities, acquisition and installation of warning sirens, and acquisition of fire trucks and fire fighting equipment as authorized at an election held May 11, 2013.