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

5:00 PM

TUESDAY, FEBRUARY 07, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

      i. Receive legal advice concerning legal issues regarding Exide and lead issues.
      ii. Receive legal advice regarding housing concerns raised by Inclusive Communities Project.
      iii. Receive legal advice regarding SB 18, enacted by the 82nd Legislature and effective on September 1, 2011, including without limitation, its effect on a municipality's abiltiy to acquire property through eminent domain.
      iv. Receive legal advice concerning adding cell towers in Frisco.

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

i. Bordered by Main Street on the north, the Dallas North Tollway on the west, Preston Road on the east and Stonebrook Parkway on the south.

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

i. Deliberation regarding the annual evaluation of 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.

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

4. Congenital Heart Defect Awareness Day

REPORTS

5. Fire Department Monthly Report on Incident Response and Educational Activities, January 2012.

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

7. Library report on usage and programming activities.

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

9. Council Subcommittee reports for current activities of the Legislative, Governance, Budget and Audit Committee, Be Fit Frisco, Frisco Veteran's Advisory Committee, Frisco Sports Subcommittee and the HOA Roundtable .

10. FEDC Report on Economic Development Projects.

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.)

11. Consider and act upon approval of the January 17, 2012 regular City Council meeting minutes. (CSO/JP)

12. Consider and act upon authorization for the City Manager to execute Change Order Number One to the AIA Standard Form Agreement (AIA document G701-2001) by and between the City of Frisco and CORE Construction Services of Texas, Inc. for Construction Manager at Risk Services for the Frisco Fire Station No. 7 (FIRE / JE).

13. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53. Annexation Case A12-0002. (Development Services/MW)

14. Consider and act upon award of bid to Jim Bowman Construction Co. L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for a Traffic Signal on Main Street at Kyser Way (Bid No. 1212-027) (Engineering/BM).

15. Consider and act upon adoption of a Resolution authorizing the City Manager to execute Amendment Number One to the Professional Services Agreement by and between the City of Frisco and Halff Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for Coit Road Improvements (Main Street to North of Eldorado Parkway)(Engineering/TF)

16. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC for design and preparation of construction documents for Teel Parkway and Parkwood Boulevard Rehabilitation (Engineering/AH)

17. Consider and Act upon approving a resolution authorizing the City Manager to execute a contract by and between the City of Frisco and Jacobs Engineering Group, Inc for Engineering and Landscape Architecture for Grand Park. (Parks/DR)

18. Review and Accept the Quarterly Investment Report (Financial Services/AC)

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

20. Consider and act upon adoption of a Resolution authorizing the City Manager to accept Federal Emergency Management Administration (FEMA) Assistance to Firefighters Grant (AFG) Agreement for the purchase of Lifepak 15 Cardiac Monitors (FIRE / LG).

21. Consider and Act upon a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Frisco, Texas, the City of McKinney, and the City of Plano, Texas to participate in a collaborative effort to offer Homebuyer Education Classes. (Financial Services/SB)

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

23. Consider and Act Upon a Resolution Calling for a Public Hearing with regard to Nominating Moneygram Payment Systems, Inc. to the Texas Economic Development Bank for Consideration and Designation as a Texas Enterprise Project. (CMO/NL)

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

LEGISLATIVE AGENDA

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

REGULAR AGENDA

25. Public Hearing: Annexation Case A12-0001. A proposed voluntary annexation of 97.5± acres in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas, generally located on the southeast corner of County Road 26 and Dallas Parkway. Neighborhood #53. (Development Services/MW)

26. Public Hearing: Z11-0022. A request to rezone 9.1± acres on the northwest

corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned: Agricultural. Neighborhood #11. (Development Services/MW)

27. Public Hearing: Z11-0021. A request to rezone 20.0± acres on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #06. (Development Services/JE)

28. Consider and act upon adoption of a Resolution determining a public necessity to acquire certain properties for public use by eminent domain for right of way (in fee simple) and drainage easements and temporary construction easements for the construction, access, and maintenance for the FM 3537 from SH 289 (Preston Road) to FM 2478 (Custer Road) project; giving notice of an official determination to acquire properties for said right of way (in fee simple) and easements; authorizing the City Manager to establish procedures for acquiring the right of way (in fee simple) and easements on said properties, offering to acquire the right of way (in fee simple) and easements voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date. (Engineering/JB)

29. Consider and act upon adoption of a Resolution determining a public necessity to acquire certain properties for public use by eminent domain for permanent water line easements and temporary construction easements for the construction, access, repair and maintenance of the FM 3537 20" and 24" Water Improvements (Preston Road to Custer Road) project; giving notice of an official determination to acquire properties for said easements; authorizing the City Manager to establish procedures for acquiring the easements on said properties, offering to acquire the easements voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date. (Engineering/JB)

30. Conduct the Public Hearing and Consider and Act Upon the Ordinance Amending the Frisco Tax Incremental Reinvestment Zone #1 Project and Financing Plans and expanding the boundaries of said zone. (CMO/NL)

31. Consider Adoption of an Ordinance authorizing the issuance of City of Frisco, Texas General Obligation Refunding Bonds; establishing procedures and delegating authority for the sale and delivery of the bonds; providing for the security and payment of said bonds; providing for an effective date; and enacting other provisions relating to the subject. (CMO/NL)

32. Consider and act on the resignation of the CVB Place 4 At Large position held

by April Berg and appointment to fill the unexpired term. (CSO/JP)

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

34. 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, February 3, 2012 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #5.

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**
Ron Patterson, Assistant City Manager

From: **Mack Borchardt, Fire Chief**

Date: **February 7, 2012**

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

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

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

Report Analysis: Activity Report for January 2012 is below:

1. ***Incident Analysis*** –

   - *January 2012* – The Fire Department responded to 663 calls during the month of January, including 334 emergency medical calls and 77 motor vehicle accidents. The Fire Department also responded to 2 vehicle fires resulting in damages of approximately $16,100 and 1 structure fire resulting in damages of approximately $476,544.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	1	0.15%
2	Vehicle Fires	2	0.30%
3	Grass Fires	4	0.60%
4	Smoke / Alarm Investigation	100	15.08%
5	Motor Vehicle Accidents	77	11.61%
6	Medical Calls	334	50.38%

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	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	4	0.60%
8	Mutual Aid (EMS)	3	0.45%
9	Other	138	20.81%
10	**Total Monthly Alarms**	**663**	**100.00%**

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

   - *January 2012* – 323 fire safety inspections and 264 SAFER plans were completed in January 2012. 114 new construction inspections were performed by the Fire Marshal's Office in January.

3. ***Response Time Analysis*** –

   - Average monthly response times for January 2012 by District:

1	District 1	5:09
2	District 2	4:27
3	District 3	4:46
4	District 4	5:39
5	District 5	5:46
6	District 6	5:07
Overall Average Response Time, City		**5:04**

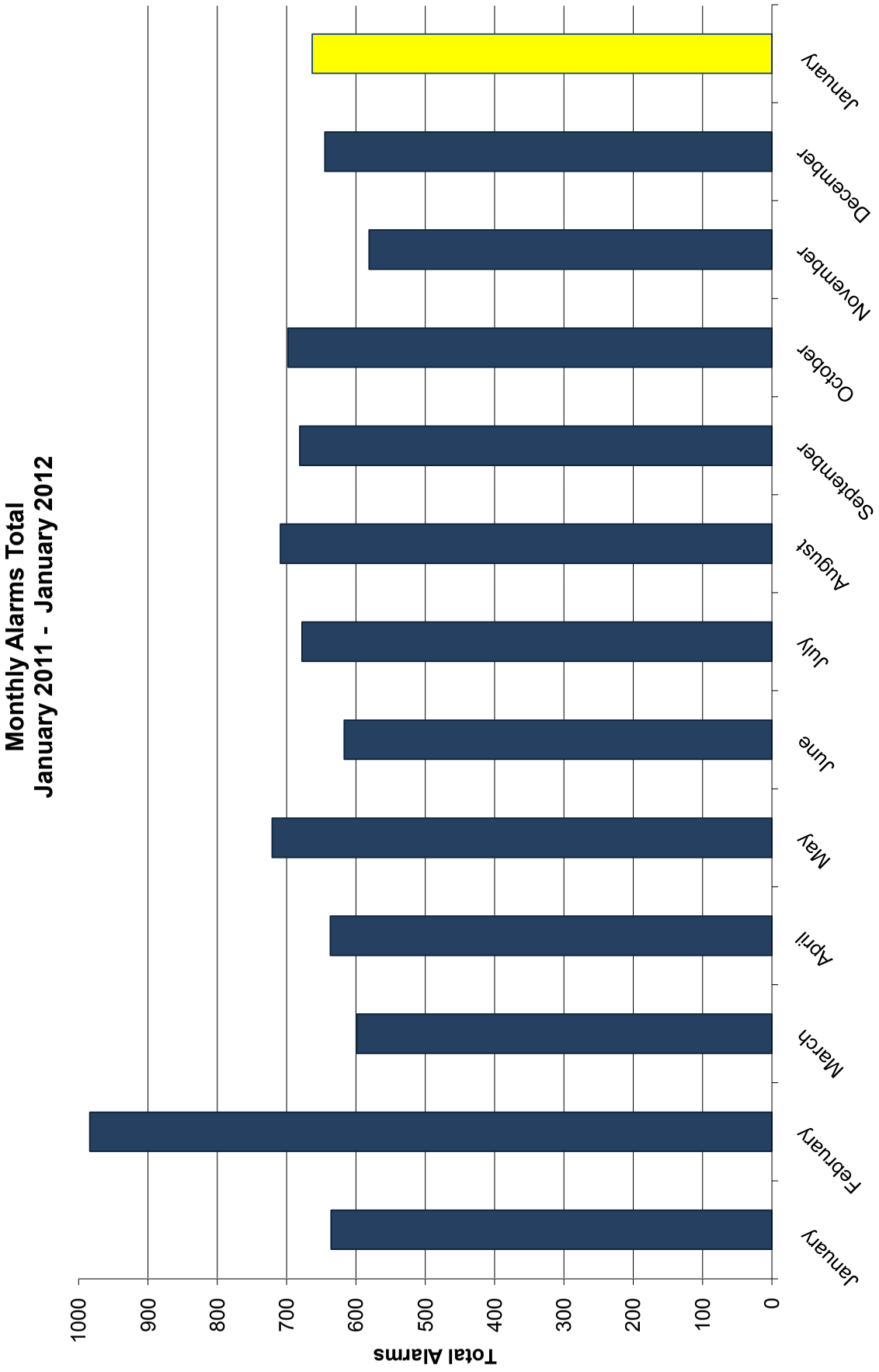
Supporting Documents: Supporting documents include the following items:

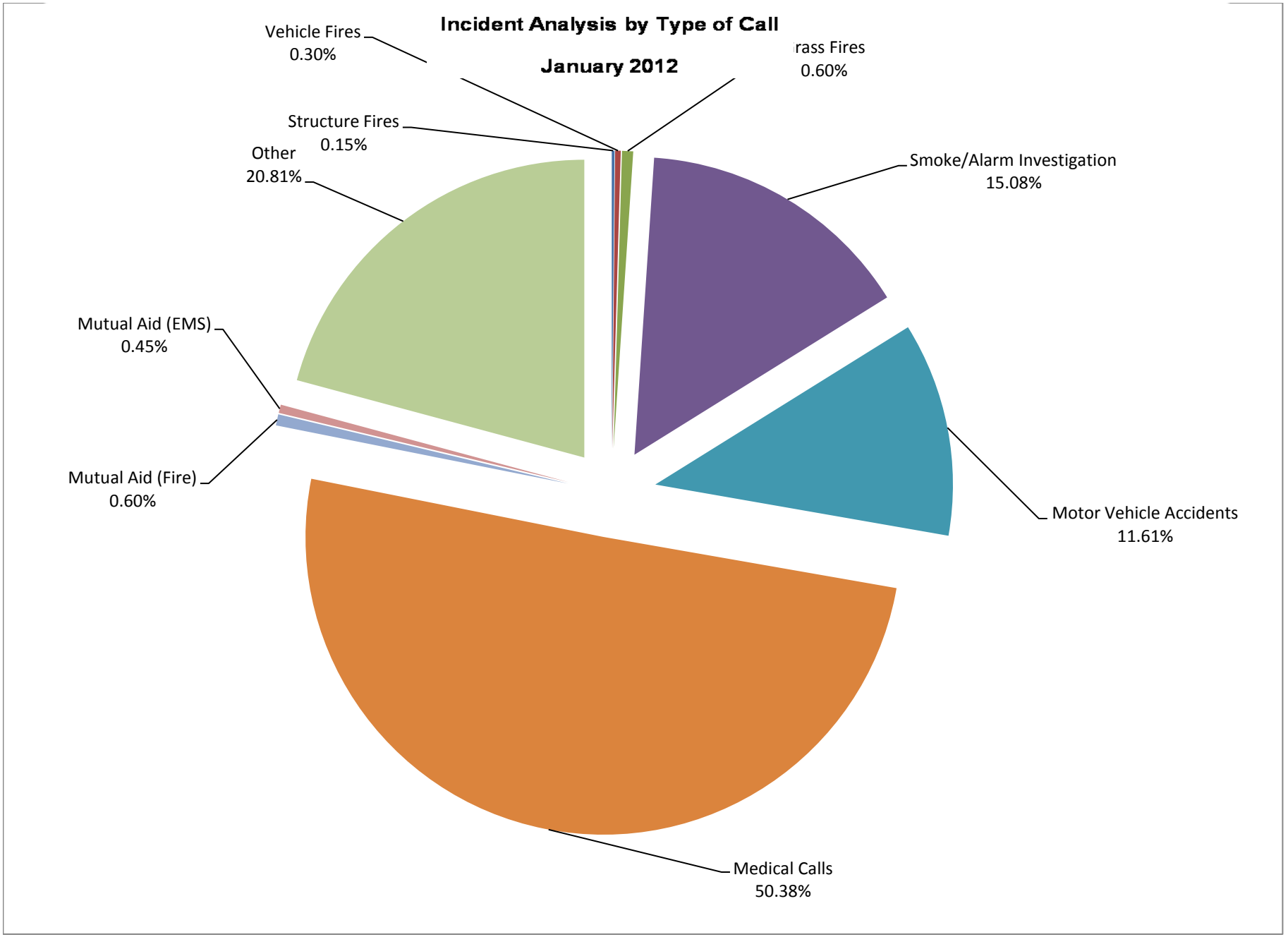
- *January 2012*:
  - Frisco Fire Department Monthly Summary, January 2011-January 2012;
  - Monthly Alarms Total, January 2011-January 2012;
  - Frisco Fire Department Incident Analysis by Type of Call – January 2012;
  - Frisco Fire Department Incident Analysis, January 2001-January 2012;
  - Frisco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

Frisco Fire Department Monthly Summary

January 2011 - January 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
January	1	0	2	117	56	304	6	1	149	636
February	3	2	2	226	71	339	9	4	328	984
March	1	0	4	65	57	322	4	2	144	599
April	4	3	5	98	80	311	10	1	125	637
May	3	2	1	110	89	352	1	2	161	721
June	2	2	4	96	66	301	11	2	133	617
July	0	4	7	91	70	320	3	1	182	678
August	1	3	5	102	74	331	11	5	177	709
September	1	2	5	92	73	338	10	5	155	681
October	0	5	3	88	110	305	1	0	186	698
November	2	2	1	91	79	279	2	1	124	581
December	2	3	1	100	65	305	2	1	166	645
January	**1**	**2**	**4**	**100**	**77**	**334**	**4**	**3**	**138**	**663**
2011-2012 Grand Totals	21	30	44	1376	967	4141	74	28	2168	8849


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


Incident Analysis by Type of Call
January 2012
Vehicle Fires
0.30%
Grass Fires
0.60%
Structure Fires
0.15%
Other
20.81%
Smoke/Alarm Investigation
15.08%
Mutual Aid (EMS)
0.45%
Mutual Aid (Fire)
0.60%
Motor Vehicle Accidents
11.61%
Medical Calls
50.38%

Frisco Fire Department Incident Analysis January 2001 - January 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	**Total Alarms**
2001	35	20	36	493	445	1524	30	31	615	**3229**
2002	30	26	40	635	460	1962	27	28	798	**4006**
2003	26	27	46	813	630	1975	25	55	991	**4588**
2004	21	15	23	703	681	2207	20	42	1235	**4947**
2005	33	41	75	806	731	2583	31	65	1460	**5825**
2006	31	37	85	1042	782	2809	32	42	1440	**6300**
2007	35	20	23	1065	775	2961	21	20	1610	**6530**
2008	27	32	20	1036	701	3237	45	42	1742	**6882**
2009	35	27	32	1021	792	3282	92	192	1773	**7246**
2010	24	25	20	1210	791	3533	59	21	1751	**7434**
2011	20	28	40	1276	890	3807	70	25	2030	**8186**
2012	**1**	**2**	**4**	**100**	**77**	**334**	**4**	**3**	**138**	**663**

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Frisco Fire Department Public Education Summary

Classes	Number	Students
Fire Station Tours	6	57
Birthday Parties	17	553
Frisco Fire Safety Town Educational Tours	20	87
Frisco Fire Safety Town Programs	29	1,174
Community Education Event ➢ TEEX Leadership Symposium (855 registered) ➢ Fire Safety Presentation at Fingerprints Preschool (45) ➢ Fire Safety Presentation at Stonebriar Church Preschool X 2 (113) ➢ Fire Safety Presentation at Elevate Life Church Preschool X 2 (170) ➢ Fire Safety Presentation at Faithbridge Church (68) ➢ Fire Safety Presentation at Isbell Elem. (140) ➢ Engine Tour at Cobb Carroll Elem (11) ➢ Safer Drill at Boals Elem (650) ➢ CPR class (12)	11	2,064
Total Audience	82	3,935

Birthday Party at Central Station





AGENDA ITEM #6.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

6726 WALNUT STREET
FRISCO, TEXAS 75034
TEL 972.292.6500 · FAX 972.335.4091
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Parks and Recreation Report: City Council Meeting of February 7, 2012

Hike and Bike Trail Projects

Chapel Creek Hike and Bike Trail Extension

Description – This project will provide for additional linkage of the existing trail to the east towards Preston Road, with the expansion of the subdivision.
Previous Status – Currently, there has been no change in the status of this development as it pertains to the hike and bike trail connection there. We will continue to monitor the situation and be prepared for changes that will initiate the trail project.
Current Status – At the time of this monthly report date, there has been no change in status for the Chapel Creek Hike and Bike Trail Extension. Once there is any movement in the development that pertains to this project, staff will move forward to initiate it.

Cottonwood Trail – A-6

Description – This project provides for the development of a trail system that will run along Cottonwood Creek from North County Road to Frisco Street.
Previous Status – The consultant has completed the survey on the property and is approximately 40% complete with preliminary plans for the project. Staff will review these in mid-January and the parks consultant will take those comments forward in completing the plans over the next several months.
Current Status – Preliminary plans for the project are near 90% complete and should be ready for that review by the end of February. Staff is also working with property owners on needed easements for the trail at this point in time. We hope to have those in place within the next couple of months.

Hickory Street Trail

Description – This project provides a connection from Preston Road, westward along Hickory Street and connects to the Oakbrook Park site.
Previous Status – With the exception of some additional concrete slab work that is needed to be done as a part of some headwalls, the overall project is near completion. This work was expected to begin in late December and should be finished prior to mid January. Final walk throughs on the project as this work has been completed and fully inspected.
Current Status – Since the time of the last monthly report, the project has been completed. Final acceptance of the project is expected to take place within the next month.

Latera Trail

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

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Previous Status – Even though staff continues to stay abreast of what is occurring for this development, there is no current movement in the development that would initiate the development of the trail project. We will continue to stay in communication to monitor any change.
Current Status – Staff is working with the new property owners of Latera to be sure to communicate the City's desire to move forward with the hike and bike trail project along this development. Park planning staff is going to walk the trail with new property owners of the subdivision in February to ensure the viability of the trail as the subdivision develops.

Main Street – Off Street Trail
Description – This project will entail an off street trail between the Dallas North Tollway (DNT) westward to FM 423.
Previous Status – Staff continues to wait on a final decision by the utility contractor in terms of locating their utilities along Main Street. We will monitor this and make appropriate plans to proceed with the trail once this has been determined.
Current Status – Staff continues to wait on the final utility location along Main Street in order to make appropriate plans to proceed with the hike and bike trail along this route. As this information becomes available, staff will make plans to proceed.

United States Corps of Engineers 1135 Project
Description – This project provides for the development of a soft trail system providing a connection from B.F. Phillips Community Park westward to FM 423 and Lake Lewisville.
Previous Status – Staff continues to work on the necessary easements that will be needed for the project as plans by the Corps of Engineers continue to be done as scheduled.
Current Status – The Corps of Engineers continue to work with their design plans for the project. This is proceeding on schedule and once completed, the Corps will then look for final funding for the development of the project.

Wade Boulevard – Off Street Trail
Description – This project will entail an off street trail in sections along Wade Boulevard, between Ohio and Preston Road.
Previous Status – Staff has evaluated the bids that were submitted for the project and will be taking an agenda item for the City Council to consider in January.
Current Status – Council approved the contract for the project in January and the contractor is currently in the process of mobilizing and is scheduled to begin work in February. Once started, the project is anticipated to take between 60 and 90 days to complete.

FRISCO
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Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – December, 2011

Senior Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	3,610	-10.8%	12,660	-5.3%
Total Members	1,770	-5.1%	N/A	N/A
Membership Revenue	$ 133	-44.6%	$ 1,259	-18.9%
Program Revenue	$ 3,712	-14.4%	$ 19,831	43.9%
Total Revenue	**$ 3,845**	**15.9%**	**$ 21,090**	**37.5%**
Membership Expense	$ 39,520	59.9%	$ 79,317	24.3%
Program Expense	$ 12,470	8.6%	$ 36,122	6.6%
Total Expense	**$ 51,990**	**43.6%**	**$115,439**	**18.2%**

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Frisco Athletic Center

Current Status – December, 2011

Frisco Athletic Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	39,324	8.2%	117,177	9.5%
Total Members	11,877	5.0%	N/A	N/A
Total Accounts	3,864	5.0%	N/A	N/A
Membership Revenue	$ 339,323	-0.6%	$ 642,872	1.7%
Program Revenue	$ 47,961	-15.0%	$ 125,520	-4.2%
Total Revenue	**$ 387,284**	**-2.6%**	**$ 768,392**	**0.7%**
Membership Expense	$ 177,036	7.5%	$ 436,625	6.4%
Program Expense	$ 69,639	21.6%	$ 165,294	7.0%
Total Expense	**$ 246,675**	**11.1%**	**$ 601,919**	**6.5%**

Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.

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Previous Status – Design work for the park has reached a conclusion at this point in time. Staff is reviewing plans for the proposed improvements and is currently evaluating the time frame in which the project would be publically bid and constructed. Timing of the project and its construction could affect the use of the spray park as would the proposed well installation that is being pursued separately to this project. Staff is also working with the Parks and Recreation Board to ensure funding for the project.
Current Status – Staff discussed this project with the Parks and Recreation Board during their January meeting and decided to move the construction of this project until the fall of 2012. This will allow for the work to be done after wells at the park have been established and timing for the shade structures and landscaping can take place in the spring of 2013.

Oakbrook Park
Description – The scope of this project entails the replacement of the playground system at Oakbrook Park that has been in place for over ten years. Typically, the replacement cycle for a playground system is approximately ten years. That stems from use as well as updated standards that require new updated equipment. Included in the project along with the installation of a new play system will be the replacement of surface material, sidewalk access to the parking area as well as sidewalk access to the existing pedestrian bridge there at the park.
Previous Status – Staff will be bringing an agenda item for the City Council's consideration in January to approve the contractor for the second phase of work at Oakbrook Park. Once approved, staff anticipates that the contractor will get their contracts approved and moblilize on the site in a timely manner.
Current Status – The City Council approved the contract for this project in January and the contractor will begin mobilizing and work commencing in February. Once started, the work is expected to take approximately 60 to 90 days in which to complete.

Park Development

Neighborhood Parks Currently Being Developed
There are no Neighborhood Parks that are currently planned for this fiscal year.

Neighborhood Parks being Master Planned

Pearson Park Site
Description - Located along and east of Teel Parkway, south of Main Street, this neighborhood park site was acquired in 2010. At the regular meeting of the Parks and Recreation Board in February, the Board recommended that the master planning of this park be funded for 2011.

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Previous Status – As a part of their regular January 12, 2012 meeting, the Parks and Recreation Board will have an agenda item that will address public comment on and consider elements for the master plan for the Pearson Park site. Ultimately, the Board will recommend a final master plan to the City Council for their final consideration.

Current Status – The Parks and Recreation Board approved the master plan for the Pearson Park site during their January 12, 2012 meeting. Staff will be bringing forward the Board's recommendation to the City Council in February.

Community Park Construction

Community Parks being Master Planned

No Community Parks are currently scheduled to be master planned in FY'12

Community Parks Currently Being Developed

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

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

Previous Status - For the past several months, staff has been exploring potential alternative water sources for large park holdings such as community parks and other larger sites such as the Frisco Commons park sites. Looking at other, more cost efficient systems that will ultimately move our water source from potable water to another source such as well water or re-use systems are the two primary sources that staff has explored. At this time, it is staff's intent to have B.F. Phillips Community Park utilizing a re-use system by May, 2012. Additionally, staff is currently bidding potential well systems to be established at Warren Sports Complex, Harold Bacchus Community Park and at the Frisco Commons park sites. These bids are expected to be opened in late December and staff is anticipating bringing a recommendation to the City Council in January, 2012. Funding for the well systems as well as funding to bring reuse water to B.F. Phillips Community Park will come from the Park Development Fund as well as funding approved through the Frisco Community Development Corporation.

Current Status – The City Council approved bids on the three wells to be drilled. Work by the approved contractor has begun at Bacchus Community Park and once done, will continue at Warren Sports Complex and at Frisco Commons Park sites. The pump system is being designed and is expected to be complete so that this can be publically bid at the end of February. Once approved, work will then take place to have these pumps installed at the three parks connecting to the wells that will be in place for the whole system scheduled to go online at some point in June, 2012.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

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

Warren Sports Complex

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

Previous Status – Staff has been working with the parks consultant to provide for the design of additional parking at Warren Sports Complex near the football fields located in the northern section of the park. Design on the parking area, including area grading and drainage plans continue to take place and are near 75% completion. The park consultant and staff hope to have plans approximately 95% complete and ready for full staff review by the end of January. Funding for the project has been approved through the Frisco Community Development Corporation.

Current Status – The Park consultant is near completion of the plans in order for the project to be publically bid in February. Staff would then be in a position to take bids for Council review and consideration in March or early April.

Grand Park

Previous Status – Staff is near completion of the review of professional services for the Grand Park's final plans. This should still allow for Council to consider this in January.

Current Status – Staff has completed final review of the professional services contract for the Grand Park and is scheduled to take these to the City Council for their consideration in February, 2012.

Cottonwood Linear Park

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

Previous Status – Work on the preliminary plans for the future park continue to progress by the park consultant. This initial work is expected to continue through spring. During this time, staff will also examine whether funding is readily available.

Current Status – Preliminary plans for this project are proceeding and expected to be completed by the end of February. Once completed, staff will meet with the property owner to see what level of commitment they are willing to provide for this project.

Special Parks and Facilities

B.F. Phillips Community Park

Description – Development of a disc golf course facility.

Previous Status – The contractor continues to work on the components of the disc golf course and progress was somewhat hampered during the month of December due to inclement weather during the month. Weather permitting, it is expected that essential completion of the course will occur in late January or early February as the establishment of grass takes place.

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Current Status – Since the time of the last report, the contractor has completed their work and we are currently establishing turf at the site prior to opening the course to the general public. Based on the turf conditions at this point in time, staff anticipates that the course should be open officially in March, 2012.

Special Events

Recently completed events:

8th Annual Trick a Trout – Saturday, February 4, 2012 at Frisco Commons Park. Plans have been finalized and everything is ready for the Eighth Annual Trick a Trout kid fishing event at Frisco Commons Park that will have taken place on Saturday, February 4, 2012. The event will begin at 8:00 am and the official time that adults could fish alongside their kids will be 11:00 am. Trick a Trout has been a popular family event and we have experienced over 1,000 participants taking part each year. Good luck to all of the anglers!

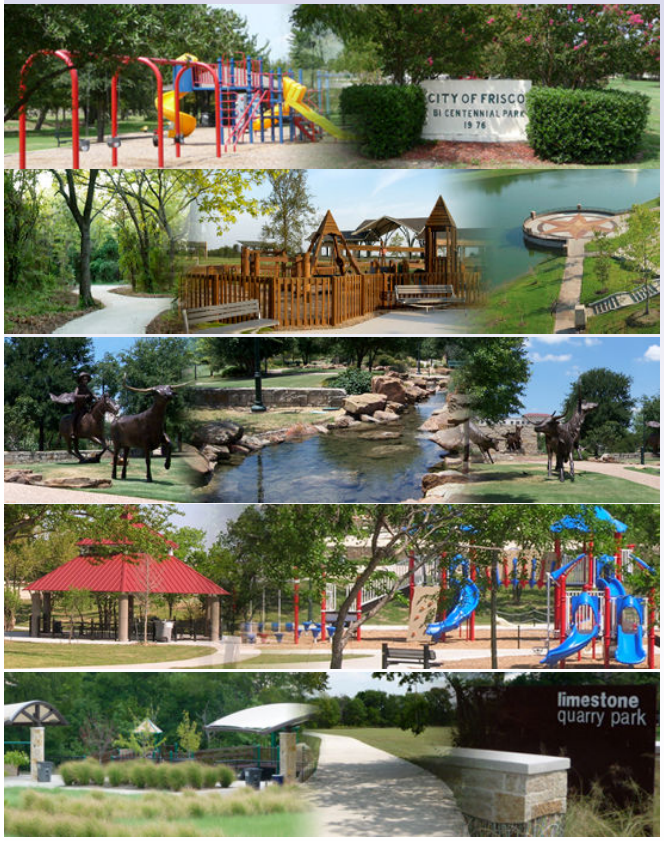
16th Annual Daddy-Daughter Dance – Saturday, February 4, 2012, at the Frisco Conference Center, 7600 John Q. Hammons Dr. By the time of the City Council meeting report, the 16th annual Daddy Daughter Dance will have been concluded for 2012. At the time of this report, all four of the dances still had some room left for tickets to be sold. We have a total of about 4,550 tickets that have been sold thus far and we expect for the overall total to exceed last year's total of 5,313. Our staff has thoroughly enjoyed working on the Candy Land like theme of "How Sweet It Is" for this year. Dances for this year's event will begin at the Frisco Conference Center at 2:00 pm, 4:00 pm, 6:00 pm, and the last dance at 8:00 pm. Tickets went on sale December 19th and will continue to sell until the day of the event at the Conference Center. Congratulations to Marcy Jones, Cara Harting and Kari Fitzpatrick and all of the staff members and volunteers who continue to help make this event special to our Dads and their daughters!

6th Annual TAAF Winter Games of Texas – The sixth annual TAAF Winter Games of Texas took place during the weekend of January 13–15, 2012 and over 3,000 participants took part in this year's games. Congratulations to the Convention and Visitors Bureau and Marla Roe and her staff along with staff from the Parks and Recreation Department on this year's successful event.

Upcoming Events:

Easter Eggstavaganza – Come join the Easter Bunny and all of his friends for the City's annual egg hunt on Saturday, March 24, 2012 at Pizza Hut Park. This free family event will take place from 1:00 pm to 4:00 pm with the big egg hunt taking place at 2:00 pm. Should there be a inclement weather day on March 24th, then the make-up date will be Friday, March 30, 2012. There will fun, games and excitement for all at the northern practice fields at Pizza Hut Park. For more information about this year's event, please contact the Parks and Recreation Department at www.Friscofun.org or by calling 972.292.6500 or 972.292.6600.





City of Frisco
Park and Recreation
Citizen Survey

Executive Summary
September 19, 2011

NATIONAL SERVICE RESEARCH
MARKET RESEARCH

Introduction and Methodology

National Service Research (NSR) completed a comprehensive research study for the City of Frisco, Texas. The purpose of the needs assessment study was to provide a foundation that will provide guidance to the Park and Recreation Department based upon citizen needs and priorities. NSR worked closely with the City of Frisco staff throughout the research process.

The survey was designed based upon input from city staff. A total of 8,000 surveys were mailed to citizens randomly on August 22, 2011. A total of 387 mail surveys were returned and computer tabulated. NSR also created a web survey that was placed on the City of Frisco web site. A total of 725 responses were received from the online survey. The margin of error of this sample size (1,112) at a 95% confidence level is plus or minus 3.1%. The online and mail survey findings have been presented separately.

The citizen survey and detailed survey tables are presented in the Appendix of the technical volume report.

A similar survey was conducted for the City of Frisco Parks and Recreation Department in September 2008 and July 2003. This data is presented in the Appendix of the technical volume report.

Source: National Service Research, mail and online survey of Frisco residents September 2011

Study Highlights

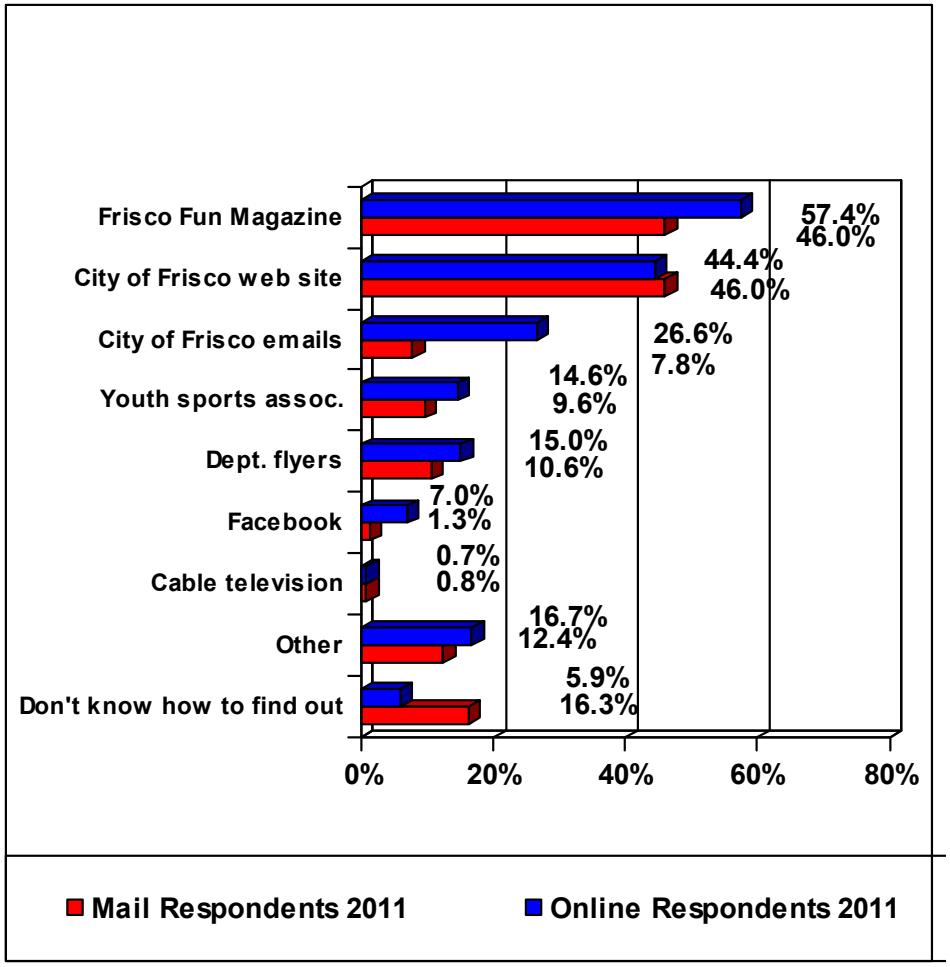
- A majority of mail and online respondents rated the parks, design/features in parks, medians, city recreation buildings and recreation programs/events in Frisco as excellent or good. *This indicates the Frisco Park and Recreation Department has done an excellent at job providing quality parks, programs and maintenance in the city.*
- Frisco Fun Magazine and the City of Frisco web site are the most effective communication tools to create awareness about parks, recreation facilities and recreation programs in Frisco.
- The most frequent users of parks in Frisco are children under 18 and adults aged 24 to 50.
- Children under 18 represent the largest age group that have participated in a City of Frisco recreation programs within the past twelve months. 8% of seniors have participated in a program.
- Activities of most interest for the planned Youth Activity Center are; aquatic programs, soccer, basketball, tennis, music/dance/drama, biking, arts and crafts, and walking/hiking.
- The adult programs of most interest (top five) are; fitness classes, aquatic programs, walking/hiking, health/wellness classes and arts and crafts.
- The top five facilities respondents would like added to existing or future parks: hike/bike/walk/jog/run trails, nature trails/greenway corridors, open spaces/natural areas, lakes for water recreation, playgrounds for children and picnic areas/pavilions. An additional recreation center with an aquatic center ranked third among online respondents while mail respondents ranked it tenth.
- The top five athletic facilities respondents would like added to existing or future parks: tennis courts, practice athletic facilities, basketball courts, soccer fields, baseball fields and softball fields. A competitive natatorium ranked third among online respondents while mail respondents ranked it eighth.
- Half of respondents are willing to pay up to $100 per year in additional property taxes to fund the improvement priorities suggested in the survey.
- There were no dramatic differences in the survey findings among the mail and online survey respondents. Online survey respondents were slightly younger than mail respondents (44 versus 48).

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Awareness of Frisco Park and Recreation Programs/Facilities

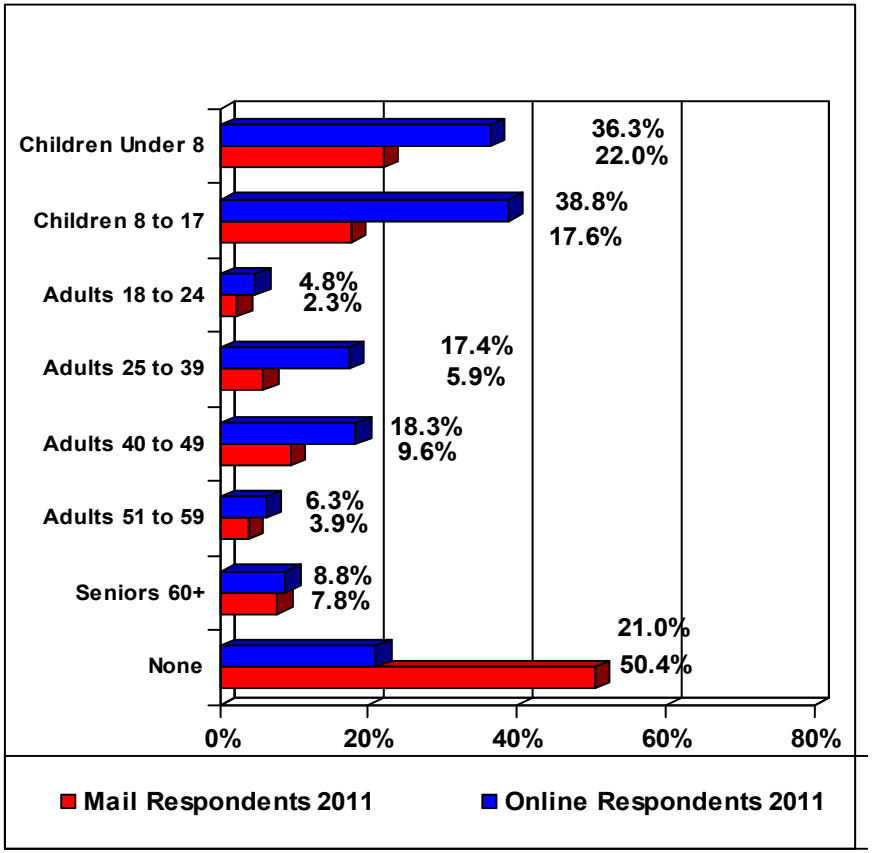
- Frisco Fun Magazine and the City of Frisco web site are the most effective communication tools to create awareness about parks, recreation facilities and recreation programs in Frisco.
- The youth sports associations is also an effective tool
- "Other" responses included; newspaper, drove by, and friends/family.
- *The 2003 and 2008 surveys revealed similar findings.*



Source: National Service Research, mail and online survey of Frisco residents September 2011

Frisco Program Participation By Age Group

- More than one-third of children under 18 (online survey) and one in five (mail survey) have participated in a City of Frisco recreation program within the past 12 months.
- Few adults aged 18 to 24 and those over 50 have participated in Frisco recreation programs.

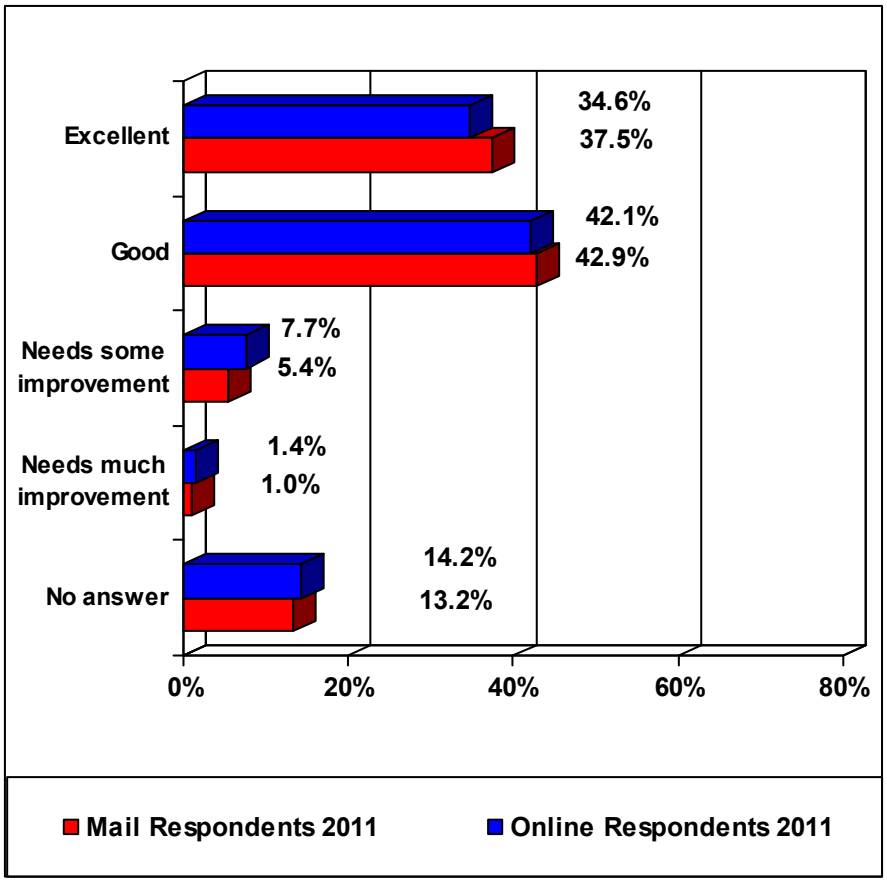


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH
MARKET RESEARCH

Frisco Park Maintenance Rating

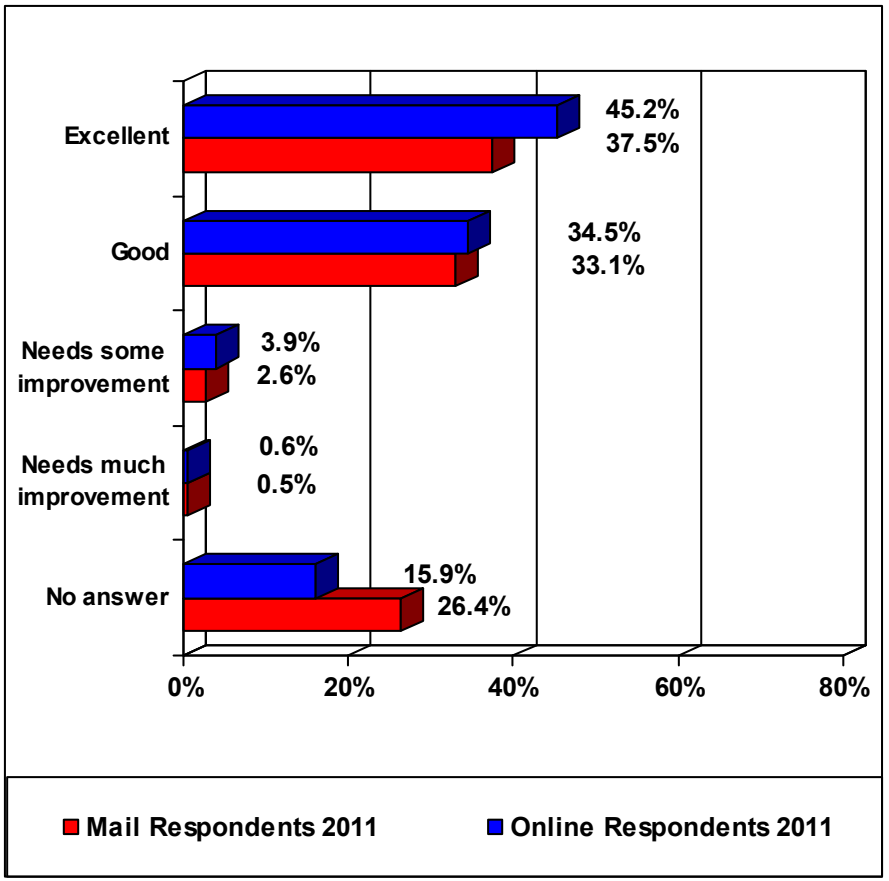
- A majority of Frisco respondents rated the maintenance of parks as excellent or good.
- Very few felt improvements are needed.
- *This indicates the Department is doing a great job with respect to park maintenance.*
- *There is no significant difference in the ratings when compared to the 2003 and 2008 survey findings.*



Source: National Service Research, mail and online survey of Frisco residents September 2011

Maintenance/Appearance of City Recreation Buildings (FAC, Senior Center)

- A majority of Frisco respondents rated the maintenance and appearance of City recreation buildings (Frisco Athletic Center FAC and Senior Center) as excellent or good.
- Very few felt any improvements are needed.
- *This indicates the Department is doing a great job with respect to maintenance/appearance of City recreation buildings.*
- *This question was not asked in the 2003 or 2008 surveys.*

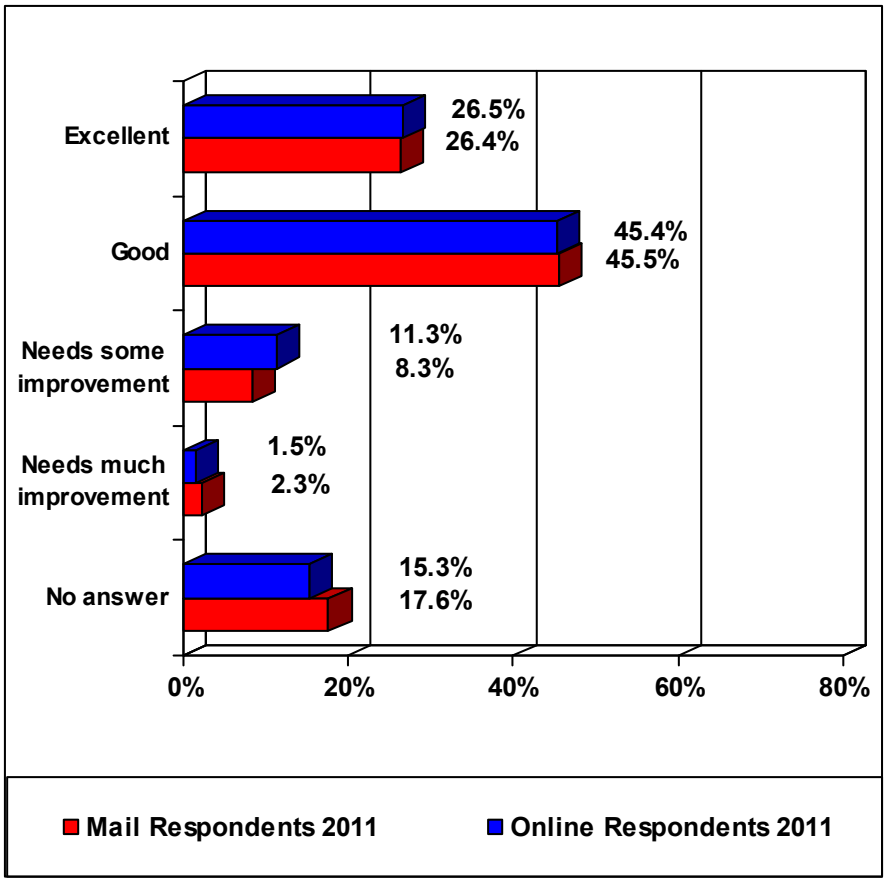


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

The Design and Features at Parks

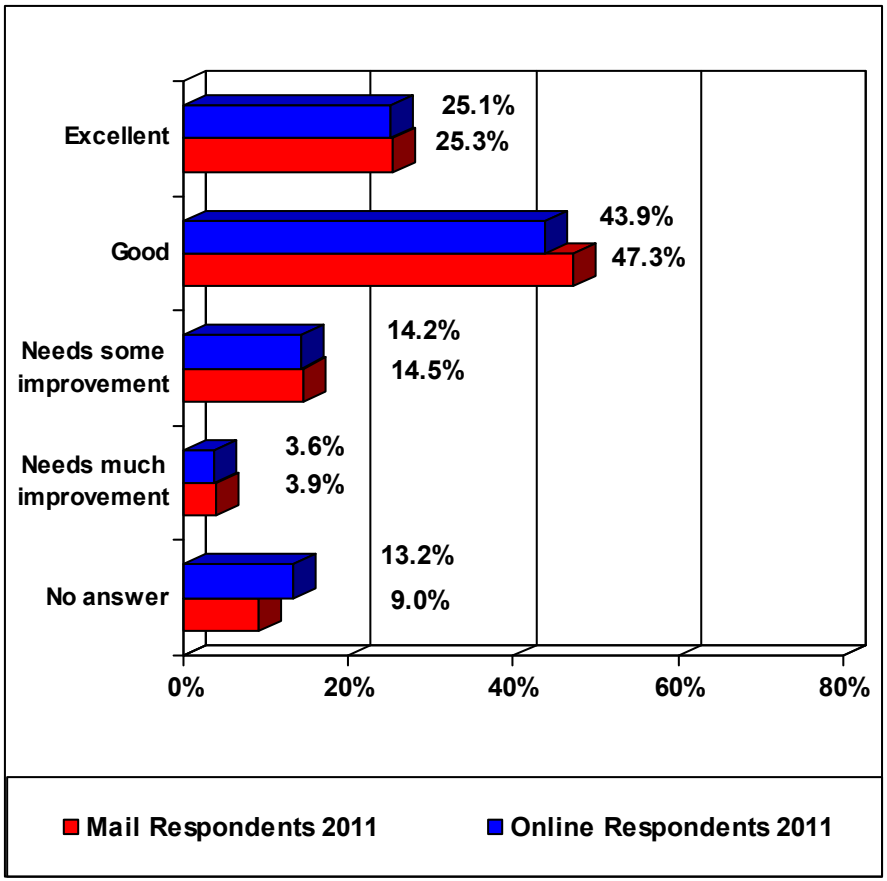
- A majority of Frisco respondents rated the design and features at parks as excellent or good.
- Very few felt improvements are needed.
- *This indicates the Department is doing a great job with respect to the design and features at parks.*
- *This question was not asked in the 2003 or 2008 surveys.*



Source: National Service Research, mail and online survey of Frisco residents September 2011

Maintenance/Appearance of Medians

- A majority of Frisco respondents rated the maintenance/appearance of median as excellent or good.
- Very few felt some improvement is needed.
- *This indicates the Department is doing a great job with respect to the maintenance/appearance of medians.*
- *This question was not included the 2003 or 2008 study.*

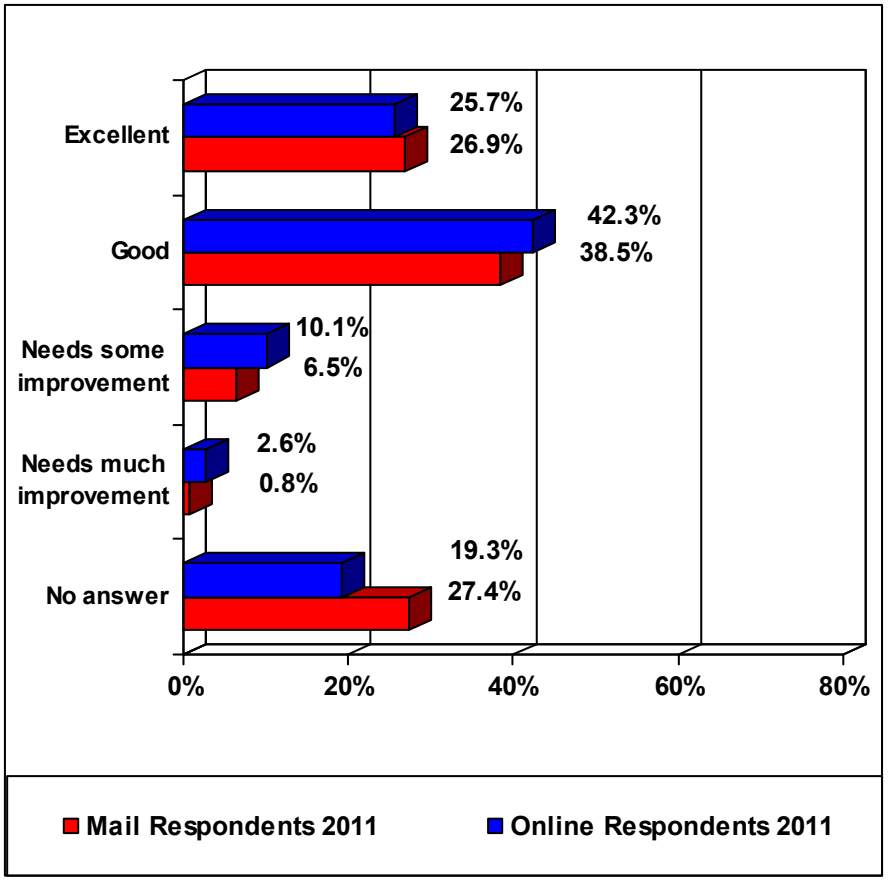


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Overall Quality of Recreation Programs and Events offered by the City of Frisco

- A majority of Frisco respondents rated the overall quality of recreation programs and events offered by the City as excellent or good.
- Very few felt improvements are needed.
- *This indicates the Department is doing a great job with respect to offering quality recreation programs and events.*



Source: National Service Research, mail and online survey of Frisco residents September 2011

Frequency of Park Use by Age

- The most frequent park users are children under 18 and adults aged 25 to 50.

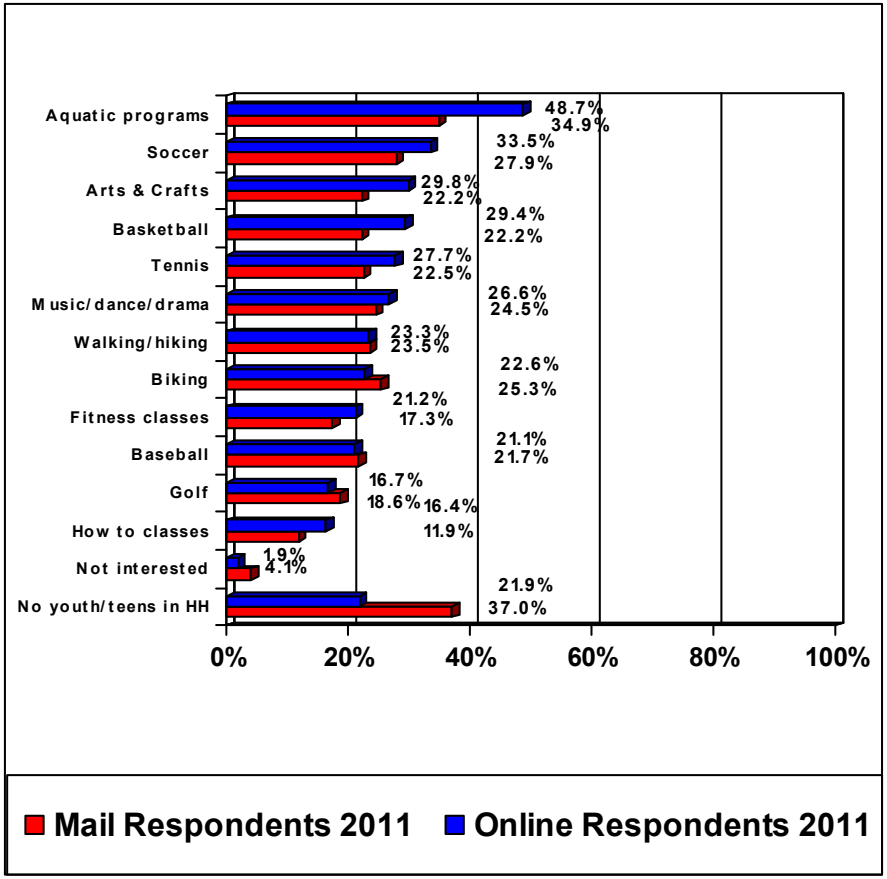
Age Group	At least monthly	A few times a year	Rarely	Never	No household members in this age group
Children under 8 – online	37.4%	8.0%	1.2%	1.8%	51.6%
Children under 8 –mail	27.0	5.9	2.3	1.8	62.8
Children 8 to 17 – online	32.0	9.2	4.0	2.6	52.1
Children 8 to 17 – mail	20.4	6.2	2.6	2.8	68.0
Adults 18 to 24 – online	5.1	2.6	1.7	2.9	87.7
Adults 18 to 24 – mail	4.6	1.6	2.6	1.8	89.4
Adults 25 to 39 – online	32.0	5.5	2.9	2.5	57.1
Adults 25 to 39 – mail	20.7	5.9	3.6	3.1	66.7
Adults 40 to 50 – online	29.6	12.0	3.7	2.9	51.7
Adults 40 to 50 – mail	19.3	5.7	3.9	5.2	65.9
Adults 51 to 59 – online	6.3	3.4	1.4	2.9	85.9
Adults 51 to 59 – mail	8.8	2.8	3.4	4.1	80.9
Adults 60 and over – online	5.3	2.6	2.9	3.6	85.7
Adults 60 and over – mail	9.3	3.4	3.4	7.8	76.2

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Youth Activity Center
Activities of Most Interest for Youth/Teens

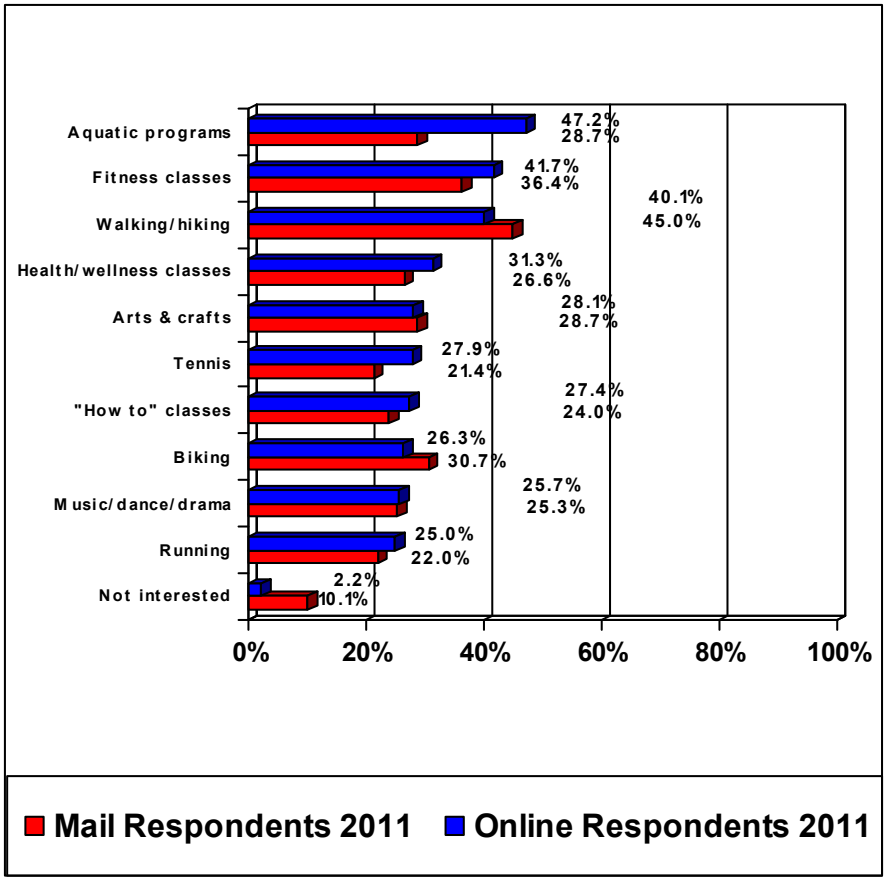
- The programs of most interest among survey respondents:
  - Aquatic programs
  - Soccer
  - Arts & crafts
  - Basketball
  - Tennis
  - Music/dance/drama
  - Walking/hiking
  - Biking
  - Fitness classes
  - Baseball
  - Golf
  - How to instructional classes



Source: National Service Research, mail and online survey of Frisco residents September 2011

Activities of Most Interest for Household Members of Any Age

- The top programs of most interest among respondents:
  - Aquatic programs
  - Fitness classes
  - Walking/hiking
  - Health/wellness classes
  - Arts & crafts
  - Tennis
  - “How to” classes
  - Biking



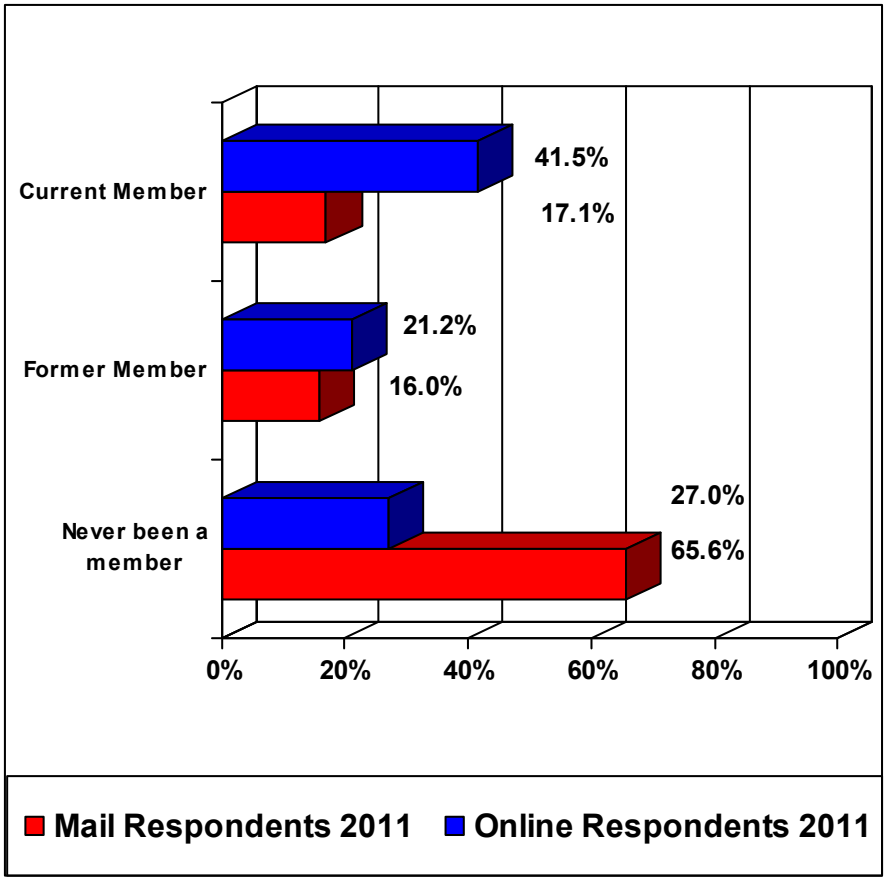
Source: National Service Research, mail and online survey of Frisco residents September 2011

Frisco Athletic Center (FAC)

- 42% online survey respondents and 17% of mail survey respondents are current members of FAC.
- Former members of the FAC gave the following reasons why they forfeited their membership:

	Online	Mail
Don't use facility enough	29.2%	27.6%
Distance too far	27.0	24.4
Too expensive	20.4	22.0
Too crowded	14.6	11.8
Joined a different facility	13.3	12.6
Not a good value	4.9	5.5
Other	26.1	29.1

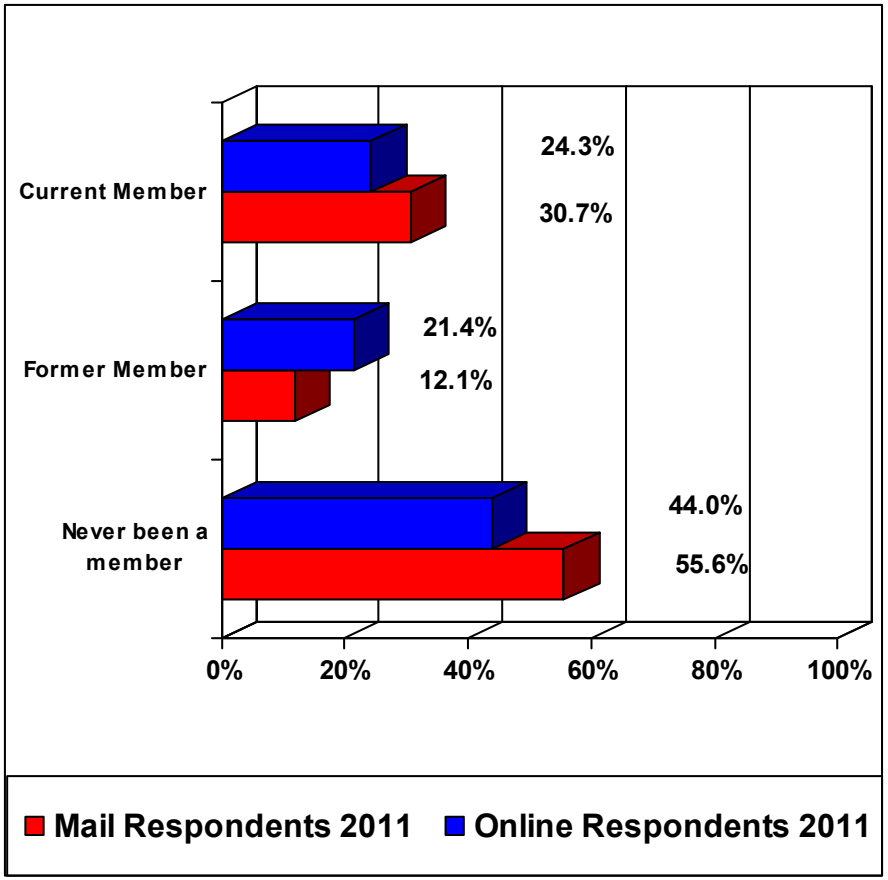
- Primary other reasons they are no longer a member:
  - Use only in summer
  - Hours not convenient
  - Pool hours not consistent
  - Don't like paying extra for classes
  - Need more pool lap times
  - Not enough room to swim
  - Day care is too crowded
  - Use home/work/HOA gym



Source: National Service Research, mail and online survey of Frisco residents September 2011

Member of Other Fitness Facility in Frisco

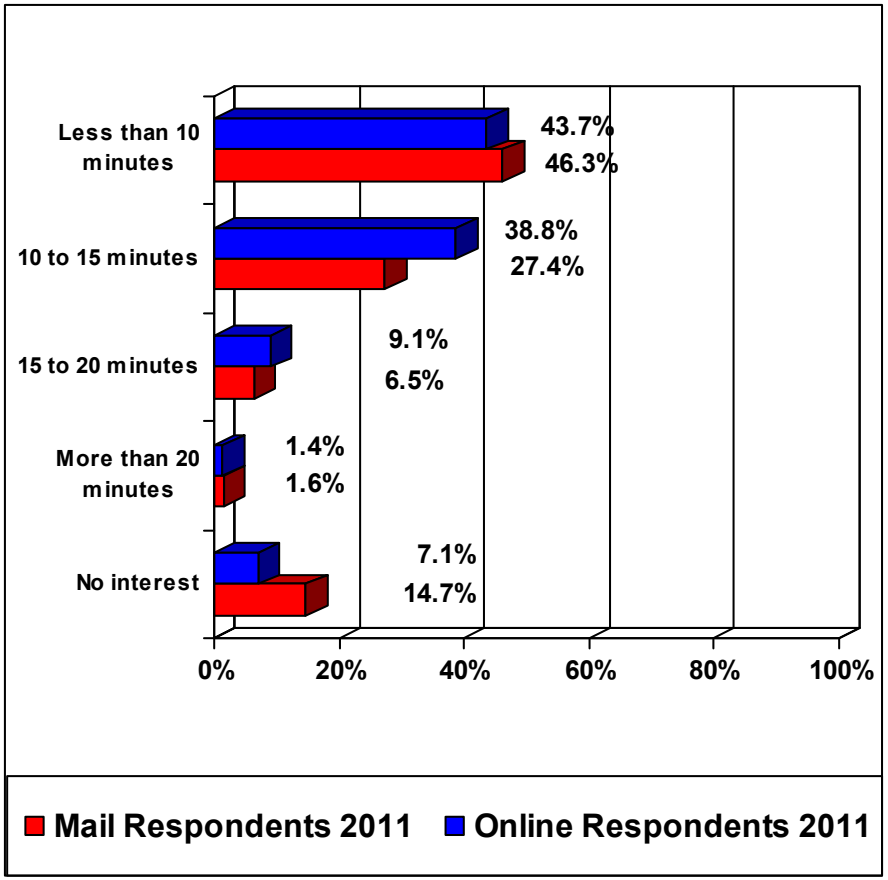
- 24% online survey respondents and 31% of mail survey respondents are current members of a fitness facility in Frisco (excludes FAC).



Source: National Service Research, mail and online survey of Frisco residents September 2011

Distance Willing to Drive to Join a Fitness Facility of Your Choice

- A majority of respondents prefer to be within a 15 minute drive time to join a fitness facility of their choice.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Importance of Frisco Providing Programs for Children Under 19 Years of Age - 2011

- The table at right presents the programs that the citizens felt should be offered by the City for children under 19 years of age.
- The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the program, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score for both the online survey and the mail survey.

Program	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Aquatic classes	56.1%	3.54	43.7	3.29
Athletic classes	40.3	3.29	34.6	3.13
Summer camps	42.2	3.26	43.4	3.22
Fitness classes	36.3	3.03	32.3	2.92
Outdoor adventure programs	27.6	2.96	27.4	2.98
Educational classes	27.0	2.95	25.1	2.85
After school programs	29.2	2.87	34.6	2.95
Dance/gymnastics classes	22.9	2.76	21.4	2.73
Parent/child participation classes	22.3	2.70	24.0	2.84
Leisure classes (language, computer, etc.)	17.4	2.65	14.5	2.50
Martial arts	18.5	2.59	14.2	2.47
Birthday parties	13.5	2.28	12.9	2.13

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Importance of Frisco Providing Programs for Adults - 2011

- The table at right presents the programs that the citizens felt should be offered by the City for adults.
- The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the program, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score for both the online survey and the mail survey.

Program	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Fitness classes	64.3%	3.61	62.3%	3.49
Aquatic classes	40.3	3.11	3.33	2.90
Personal training services	39.4	3.07	33.1	2.86
Educational/self enrichment classes	28.3	2.94	29.5	2.82
Athletic leagues	30.9	2.93	27.1	2.77
Leisure classes	24.1	2.84	21.4	2.66
Outdoor adventure programs	20.6	2.66	17.6	2.50

Source: National Service Research, mail and online survey of Frisco residents September 2011

Facility Needs for Future or Existing Frisco Parks

- Important elements in planning for new facilities for existing or future parks in Frisco are the facilities the citizens feel are needed. The table at right presents the facilities that the citizens felt are needed in order of importance. The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the facility, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score. Results from both surveys are presented.

2011 **Facility**	**Online Survey**		**Mail Survey**	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Hike/bike/walk/jog/run trails	55.7%	3.52	56.8%	3.50
Nature trails/greenway corridors	40.7	3.25	41.9	3.25
Addn. recreation center with aquatic center	46.3	3.22	25.1	2.70
Playgrounds for children	41.0	3.22	37.7	3.15
Open spaces/natural areas	38.8	3.18	40.3	3.19
Lakes for water recreation	40.7	3.14	37.7	2.99
Picnic areas/pavilions	35.9	3.14	30.7	3.01
Spray ground/water splash pads	37.4	3.09	31.0	2.90
Youth/teen center	34.6	3.06	25.6	2.88
Leisure outdoor swimming pool	39.3	3.02	25.1	2.71
Water park	34.5	2.93	24.3	2.62
Nature surface trails-BMX, mountain biking	25.2	2.74	24.0	2.68
Amphitheater/performing arts space	24.4	2.71	30.0	2.79
Botanic garden/arboretum	20.0	2.60	26.4	2.74
Dog park	22.8	2.51	28.2	2.70
Municipal golf course	19.2	2.44	19.9	2.46
Environmental learning center	10.6	2.38	11.4	2.37
Equestrian center and trails	9.8	2.07	12.1	2.15
Disc golf	6.3	1.94	8.3	2.03

Source: National Service Research, mail and online survey of Frisco residents September 2011

Athletic Facility Needs for Future or Existing Frisco Parks

- Important elements in planning for new athletic facilities for existing or future parks in Frisco are the facilities the citizens feel are needed. The table at right presents the facilities that the citizens felt are needed in order of importance. The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the facility, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score. Results from both surveys are presented.

2011 **Facility**	**Online Survey**		**Mail Survey**	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Tennis courts	24.8%	2.84	20.4	2.70
Practice athletic fields	25.1	2.81	20.4	2.77
Competitive natatorium	25.2	2.71	11.1	2.26
Basketball courts	19.7	2.68	15.2	2.59
Softball fields	13.9	2.53	10.9	2.41
Soccer fields	18.6	2.53	15.8	2.51
Baseball fields	17.4	2.48	16.5	2.55
Sand volleyball courts	11.9	2.36	10.3	2.27
Racquetball courts	12.4	2.34	9.0	2.26
Football fields	10.5	2.24	8.5	2.28
Extreme sports park (skateboarding, BMX, inline skating)	11.3	2.22	9.3	2.19
Lacrosse	5.8	2.05	5.9	2.00
Rugby fields	1.4	1.71	2.3	1.71
Cricket field	2.8	1.60	3.6	1.57

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Funding Options to Support New Facilities

- The park and recreation system in Frisco must be developed and maintained with funding from various sources. The chart at right presents the citizen opinions about funding options they would support.
- The mean rating scale is calculated as: 4=strong support 1=low support. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the funding option, the second column presents the percentage of respondents who scored the facility as "strong support" or a "4" score, and the third column presents the mean score. Results for both surveys are presented.

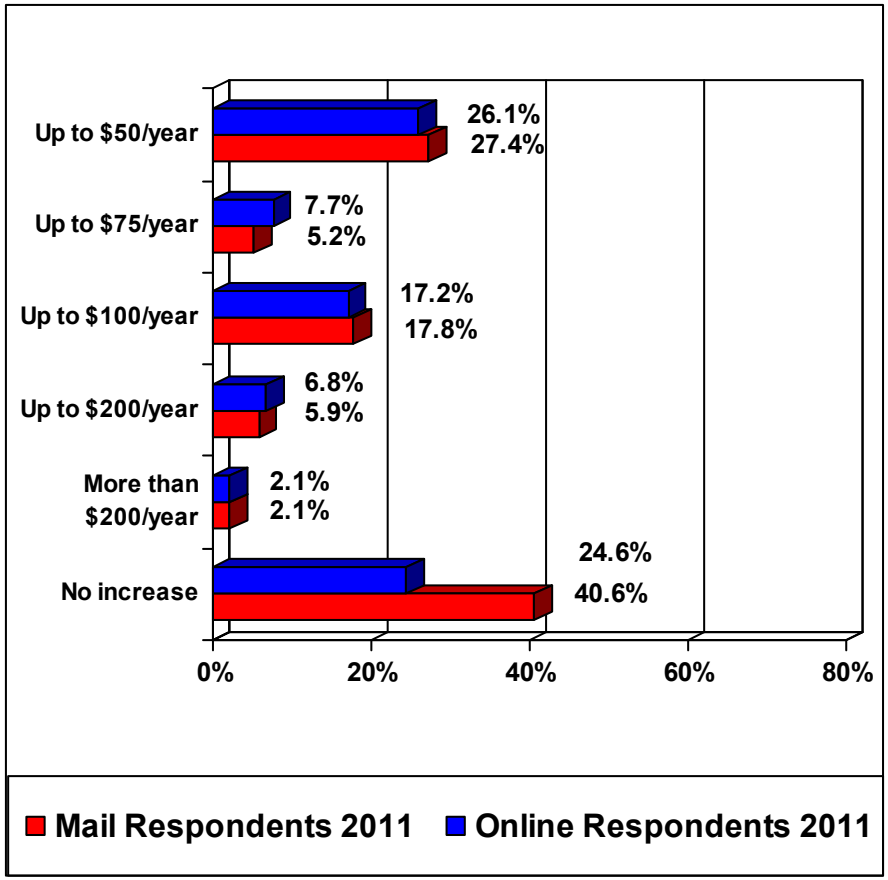
2011 **Funding Option**	**Online Survey**		**Mail Survey**	
	%Responding "4-Strong Support"	Mean Score	%Responding "4-Strong Support"	Mean Score
Corporate advertising/naming rights	57.0%	3.51	64.1%	3.53
Increased park dedication fee for developers	34.1	3.16	35.4	3.14
Voter approved bond programs	29.0	2.86	25.6	2.65
An increase in user fees	17.5	2.38	23.8	2.54
Increased property taxes	7.7	1.77	4.9	1.54

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Additional Property Taxes Willing to Pay

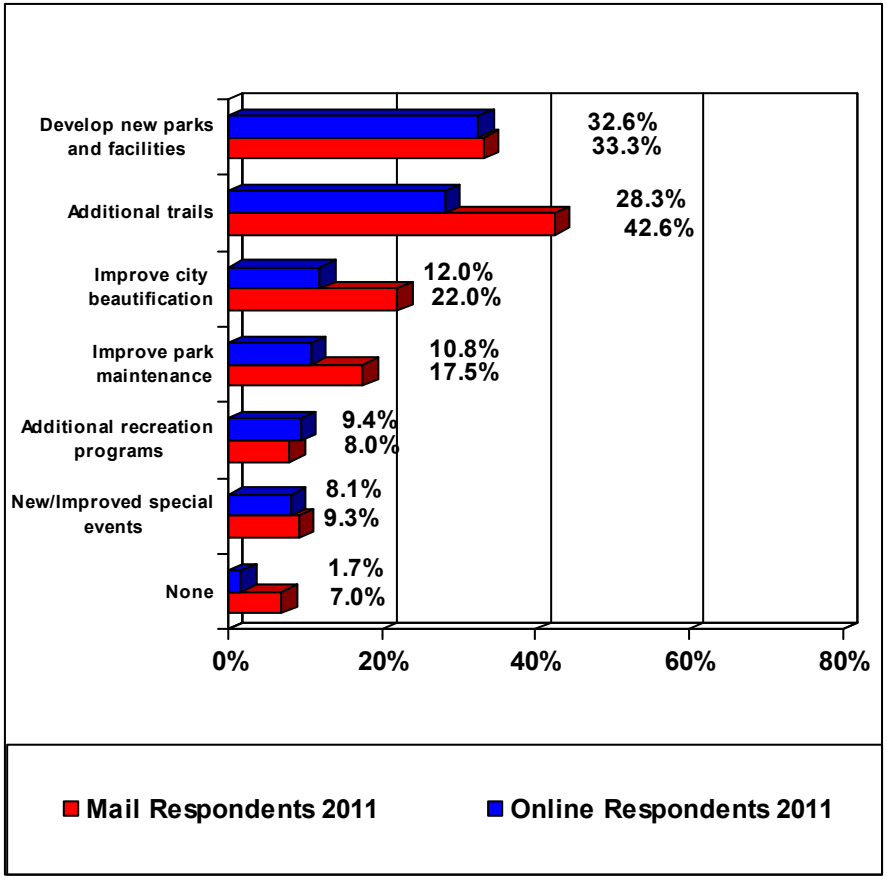
- 51% of online and 50% of mail respondents are willing to pay up to $100 per year in additional property taxes to fund the improvement priorities suggested in the survey.
- Almost one in ten are willing to pay $200/year or more.
- 25% to 41% of respondents do not want to pay an increase.
- *There were no significant differences in citizen opinions when compared to the 2008 survey findings.*



Source: National Service Research, mail and online survey of Frisco residents September 2011

If the City of Frisco Park and Recreation Department has additional funds, in which area would you want those funds spent? 2011

- Citizens are clearly in favor of any additional funds being spent on developing new hike/bike/walk trails as well as new parks and facilities.
- Others favored spending additional funds on enhancing park maintenance and city beautification in parks and along roadways.
- Other primary mentions of areas to spend funds:
  - Add competitive aquatic center
  - Extend FAC hours
  - Tennis courts
  - Dog park
  - Expand senior center
  - BMX/Skatepark
  - Restrooms at parks



Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Single Most Important Issue Concerning Frisco Parks, Recreation Programs and Facilities - 2011

- Top mentions:
  - More walk/bike trails (more connection of trails throughout the city)
  - Upkeep/maintenance of parks and Frisco Athletic Center
  - Need competitive natatorium (lack of pool space)
  - More athletic fields
  - More practice athletic fields
  - Need more tennis courts
  - More shade/trees
  - Dog park
  - Outdoor pools and spray parks close too early in season
  - More programs for youth, adults and seniors
  - More open swim hours at FAC/extend hours at FAC
  - Need another recreation center

Source: National Service Research, mail and online survey of Frisco residents September 2011

Venues Visited in Frisco

- Respondents have visited Dr. Pepper Ballpark the most.
- 78% to 94% of respondents plan to visit these venues again and most everyone felt the ticket prices/fees were reasonable.
- A majority of respondents rated the facility as very adequate for the event or program they attended or participated in.
- Primary reasons respondents have not visited these facilities: no need, no interest in events, not aware of facilities/events, time, money, no reason and new to Frisco.

Facility	Sport event	Concert	Tournament	City Activity	Other	Never Visited	Plan to Visit Facility Again?	Reasonable Ticket Prices or Fees	Mean Adequate Score*
Pizza Hut Park – online survey	60.2%	31.6%	6.2%	23.0%	4.9%	22.6%	93.9%	88.3%	4.77
Pizza Hut Park – mail survey	53.7	32.8	6.2	17.8	5.9	29.2	81.7	88.4	4.67
Dr. Pepper Arena – online survey	50.0	7.5	1.8	8.5	15.6	35.2	89.7	92.3	4.71
Dr. Pepper Arena – mail survey	46.3	8.3	1.8	9.6	14.7	37.0	76.7	92.5	4.69
Dr. Pepper Ballpark – online survey	78.4	3.0	0.5	5.9	3.8	19.3	93.4	94.3	4.83
Dr. Pepper Ballpark – mail survey	73.4	2.8	0.8	2.1	4.4	24.8	84.8	95.6	4.76
Field House USA – online survey	30.8	0.7	9.7	3.3	10.7	57.5	77.9	86.9	4.49
Field House USA – mail survey	22.2	0.3	7.2	1.6	9.6	67.4	64.1	83.1	4.46

*The mean adequate score measures respondent opinions of the adequacy of the facility. Mean rating score 1=not at all adequate and 5=definitely adequate. Those who did not provide a rating were excluded from the mean score calculation.

Source: National Service Research, mail and online survey of Frisco residents September 2011

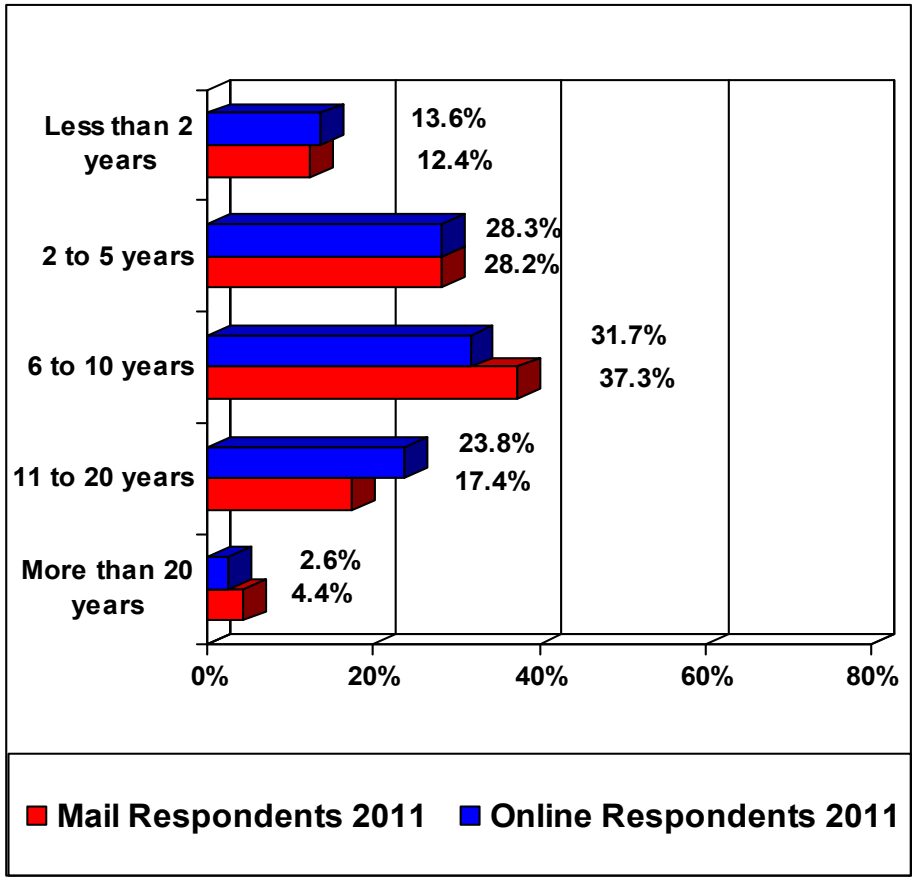
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2011 Demographics

- 79% of online and 59% of mail respondents have children residing within their household.
- Youth age groups represented in household:

	Online	Mail
0 to 5 yrs	34.5%	26.4
6 to 10 yrs	42.6	28.8
11 to 13 years	26.4	15.5
14 to 18 years	22.9	17.1
No children in HH	20.8	40.9

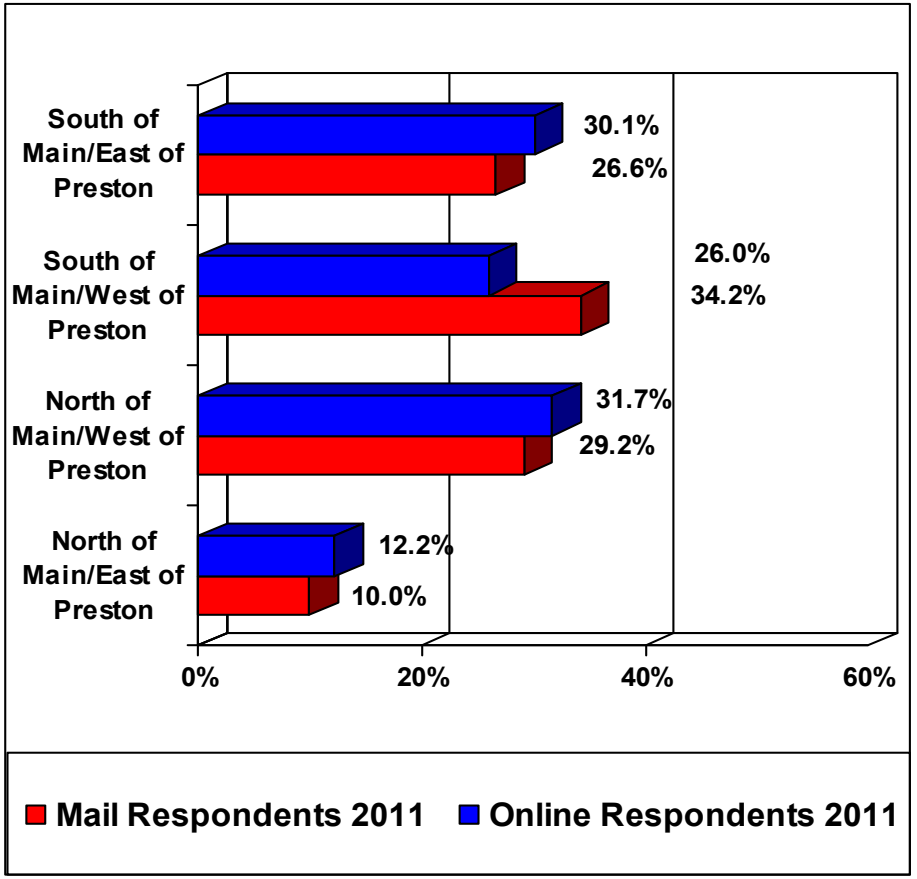
	Online	Mail	Census 2010
Under 35	13.3%	12.6	21.2
35 to 44	51.6	37.1	36.1
45 to 54	21.7	21.6	22.7
55 to 64	8.3	16.3	11.5
65+	5.2	12.6	8.5
Mean Age	44.0	48.1	41.0



Source: National Service Research, mail and online survey of Frisco residents September 2011

2011 Geographic Area of Residence

- All geographic areas were well represented in each of the two surveys.



Source: National Service Research, mail and online survey of Frisco residents September 2011

National Service Research

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National Service Research (NSR), founded in 1989, is a full-service market research consulting firm and conducts market studies for the public and private sector. NSR conducts various types of consumer and business research including focus groups and surveys nationwide. NSR's owner and founder, Andrea Thomas, has twenty-two years of professional market research experience.

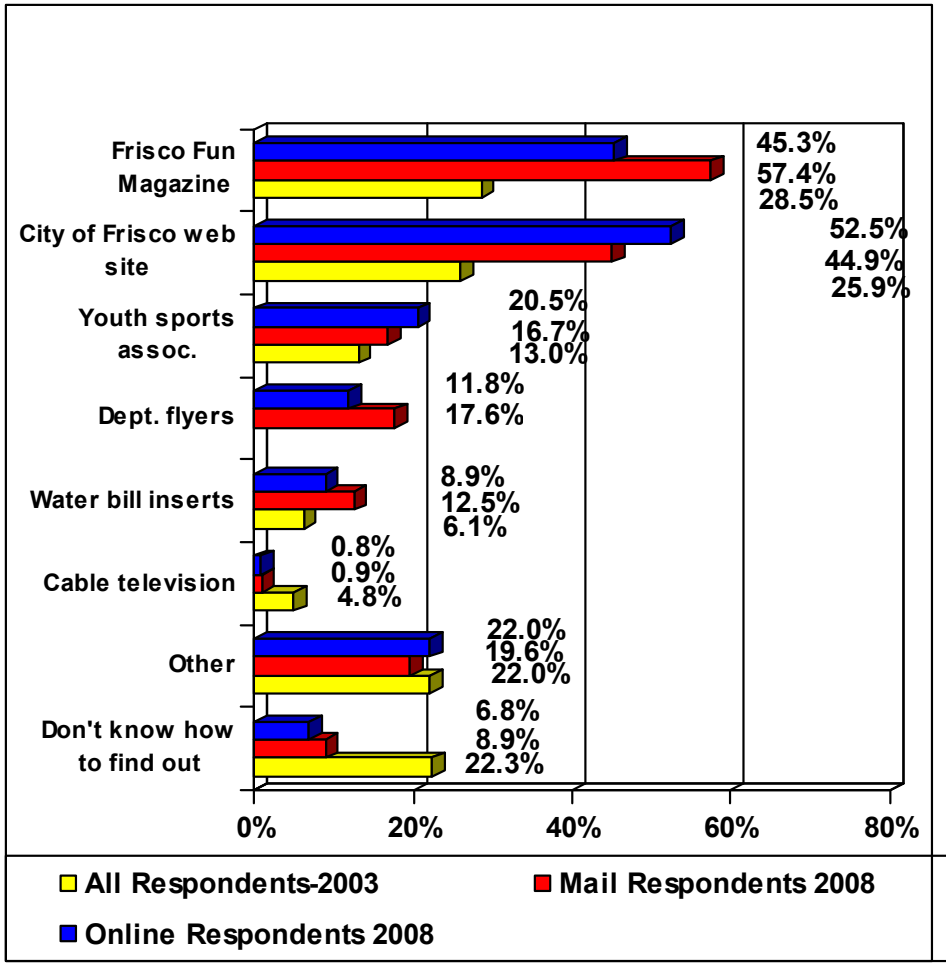
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2003 and/or 2008 Park and Recreation Survey Findings

NATIONAL SERVICE RESEARCH
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Awareness of Frisco Park and Recreation Programs/Facilities – 2003/2006

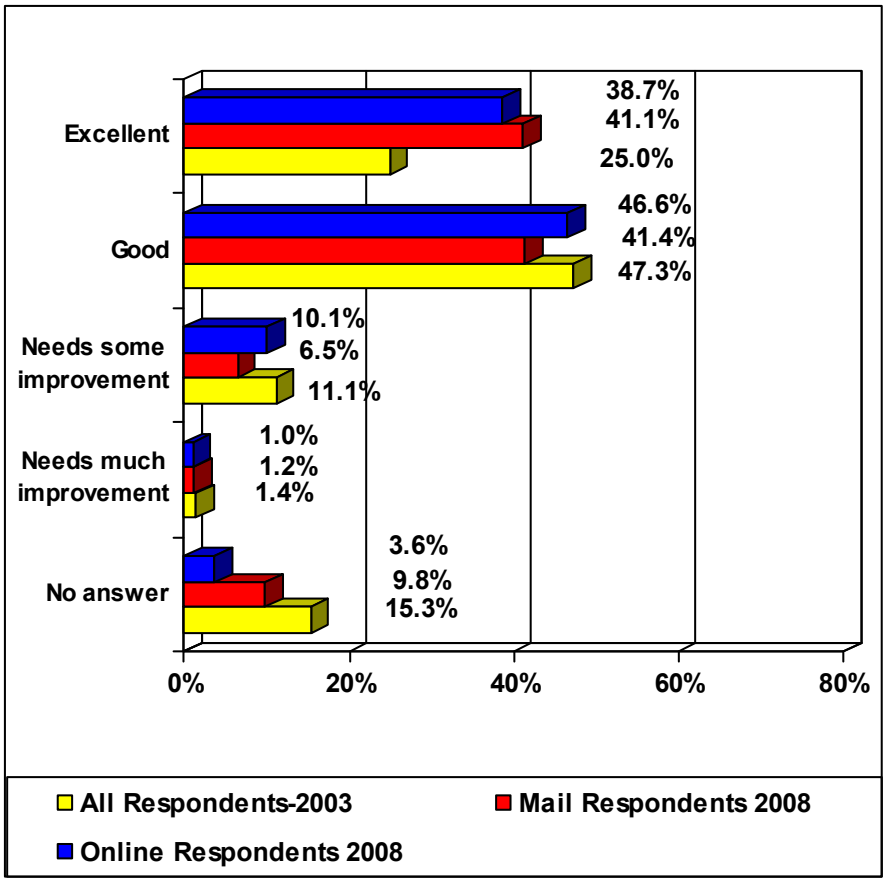
- Frisco Fun Magazine and the City of Frisco web site are the most effective communication tools to create awareness about parks, recreation facilities and recreation programs in Frisco.
- The youth sports associations is also an effective tool
- "Other" responses included; newspaper, drove by, and friends/family.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Frisco Park Maintenance Rating – 2003-2008

- A majority of Frisco respondents rated the maintenance of parks as excellent or good.
- Very few felt some improvement is needed.
- *This indicates the Department is doing a great job with respect to park maintenance.*

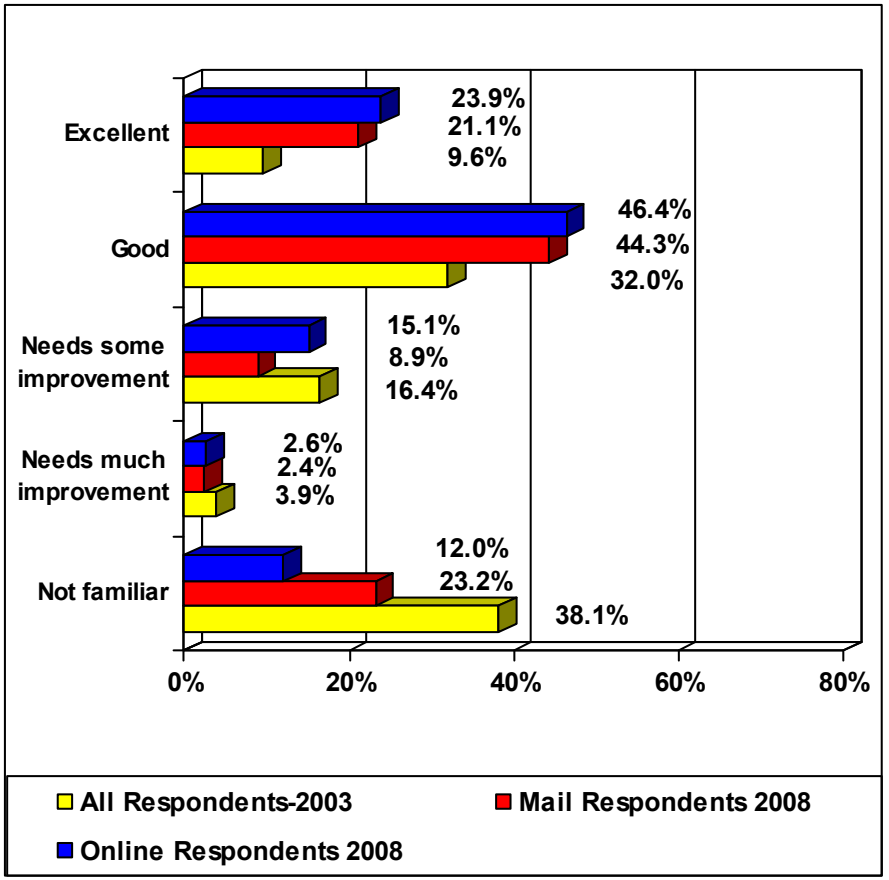


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Quality of Recreation Programs – 2003, 2008

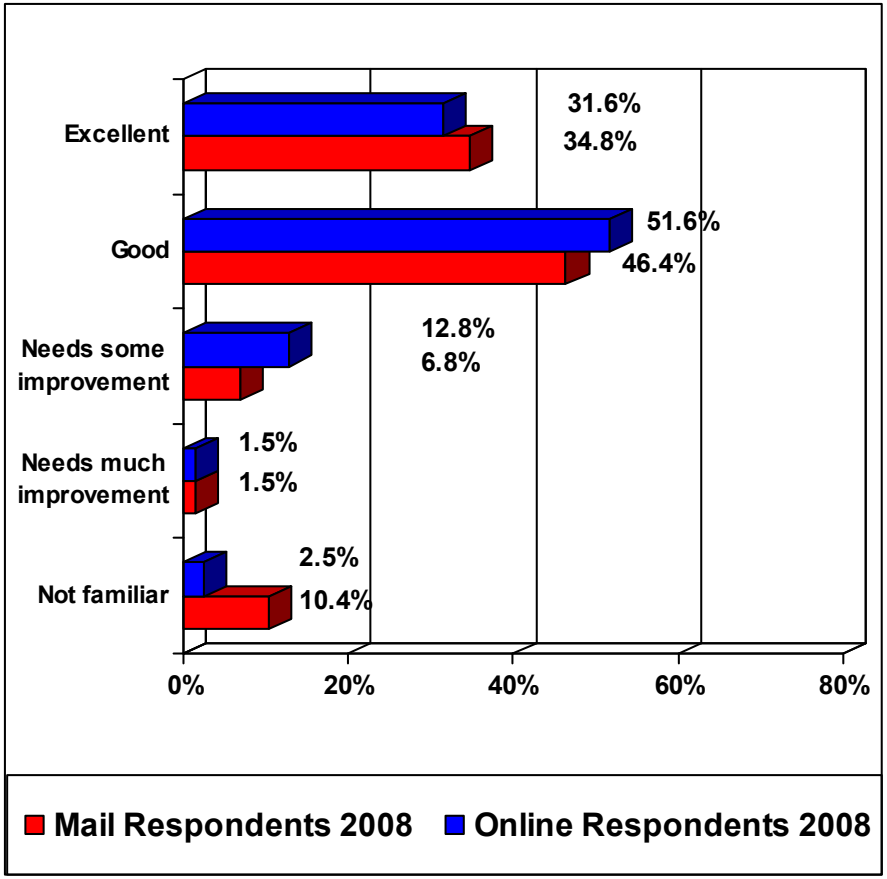
- 70% of Frisco citizens who participated in the online survey and 67% of those who participated in the mail survey rated the quality of recreation programs offered by the city or other sport groups supported by the city as excellent or good.
- 12% of online and 23% of mail survey respondents were not familiar with the recreation programs offered.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Rating of Parks in Frisco - 2008

- More than 80% of mail and online respondents rated the parks in Frisco as excellent or good.
- Less than 13% felt that some improvement is needed and less than 2% felt much improvement is needed.
- *This indicates the Frisco Park and Recreation Department has done a good job providing quality parks in the city.*

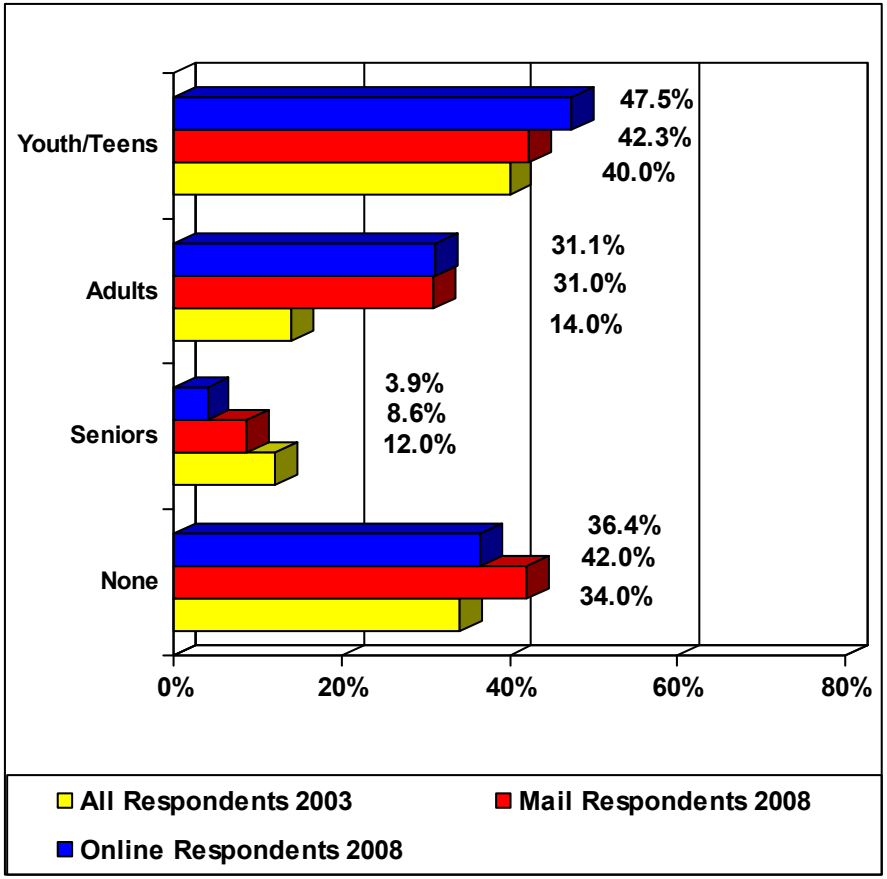


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Program Participation – 2003, 2008

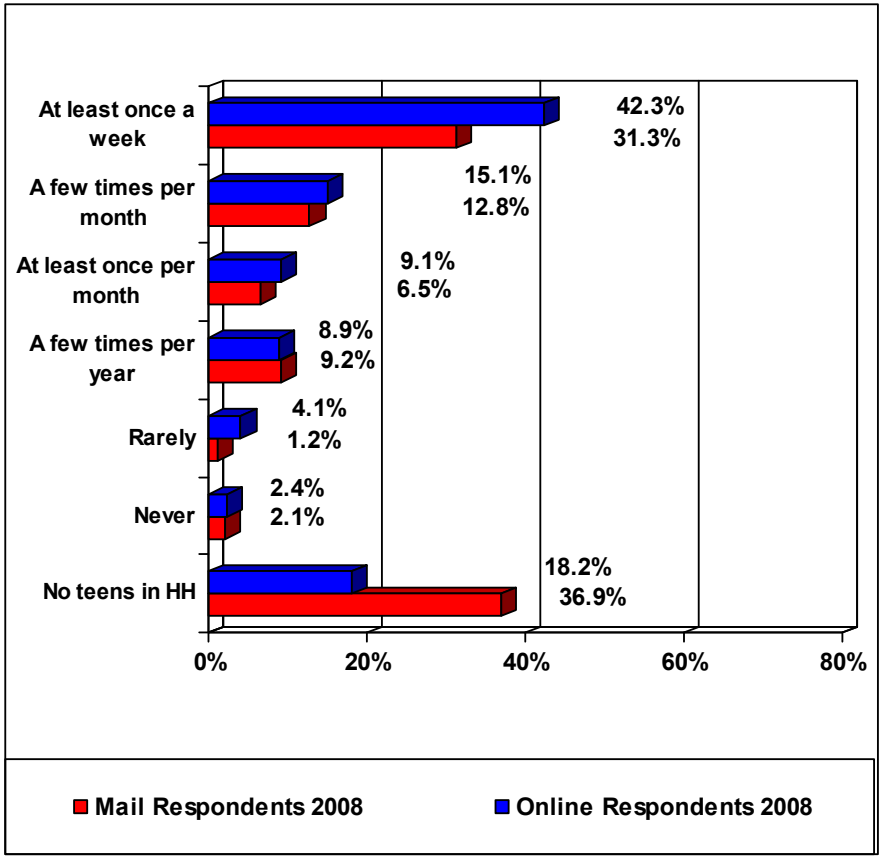
- More than 40% of Frisco youth/teens have participated in a recreation program within the past year while 31% of adults have participated.
- Adult program participation has increased dramatically compared to 2003 results.
- 4% to 9% of seniors have participated in a program.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Youth and Teen Use of Parks and Recreation Facilities - 2008

- The youth in the households surveyed are frequent users of parks and recreation facilities in Frisco.
- About one in five do not use the facilities very regularly.

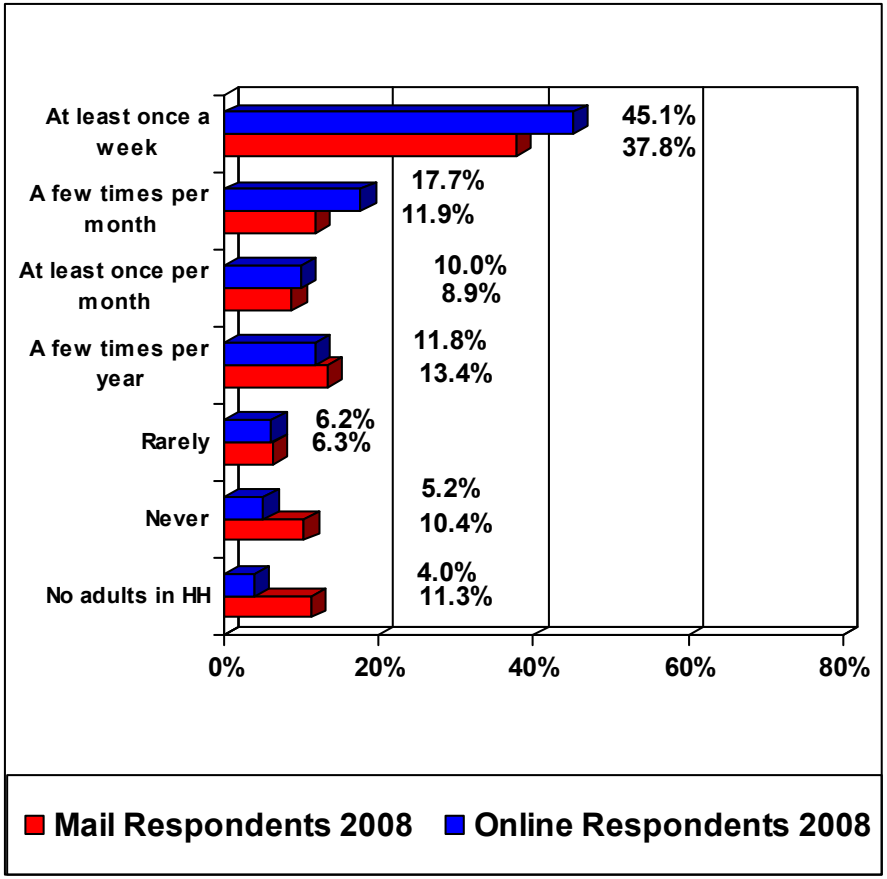


Source: National Service Research, mail and online survey of Frisco residents September 2011

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Adult Use of Parks/Recreation Facilities - 2008

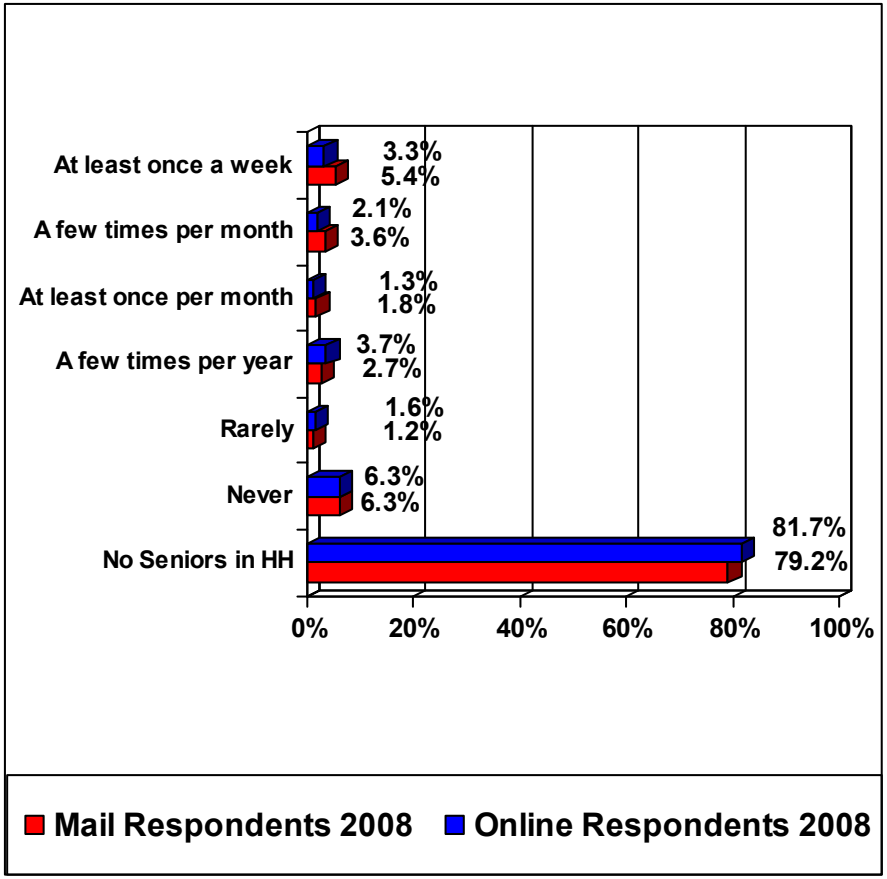
- More than half (50% to 63%) of Frisco adults use Frisco parks and/or recreation facilities at least once per month or more.
- About one in five rarely use the parks or only use them a few times per year.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Senior Use of Parks/Recreation Facilities - 2008

- Seniors who responded to the survey are not very active users of parks and recreation facilities in Frisco.

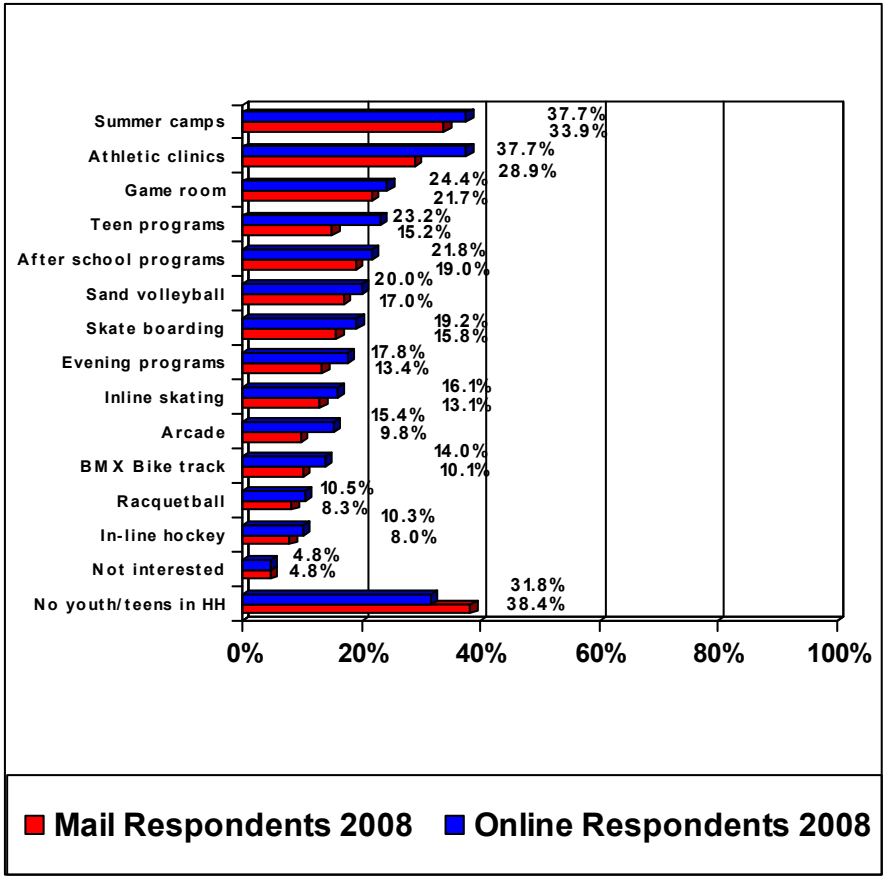


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Youth Activity Center
Activities of Most Interest for Youth/Teens - 2008

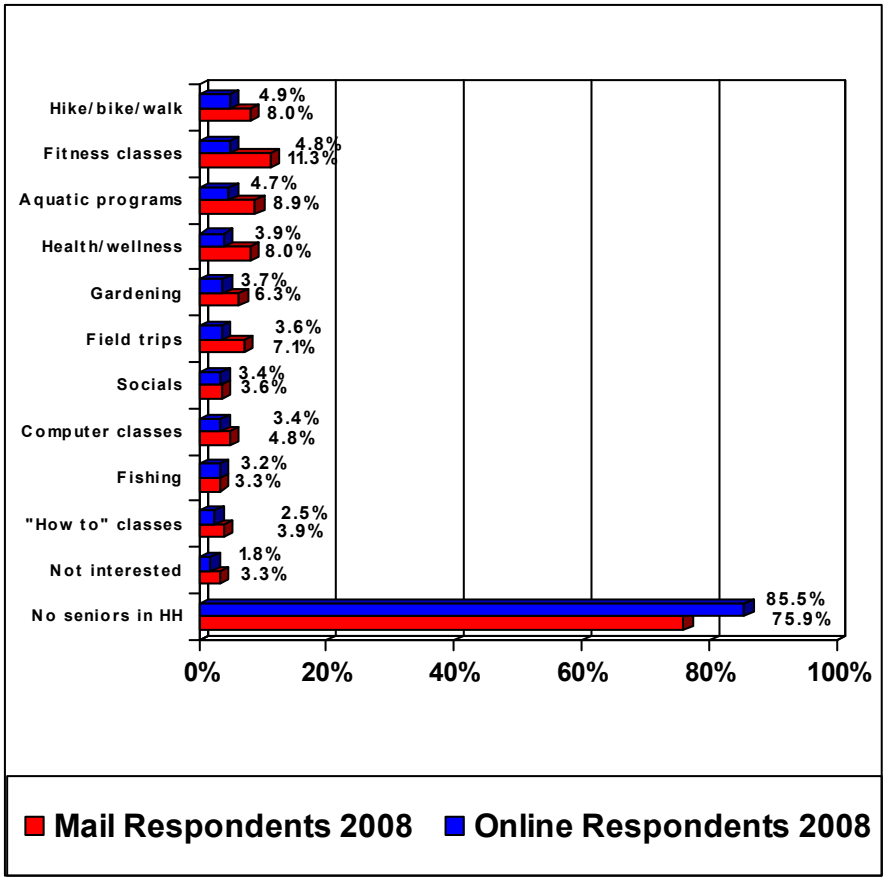
- The programs of most interest:
  - Summer camps
  - Athletic clinics
  - Game room
  - Teen programs
  - After school programs
  - Sand Volleyball
  - Skateboarding



Source: National Service Research, mail and online survey of Frisco residents September 2011

Activities of Most Interest for Seniors (Age 60+) - 2008

- The top ten programs of most interested are listed in the graph at right.
- Other programs of interest:
  - Arts and crafts
  - Bridge/cards
  - Golf
  - Billiards

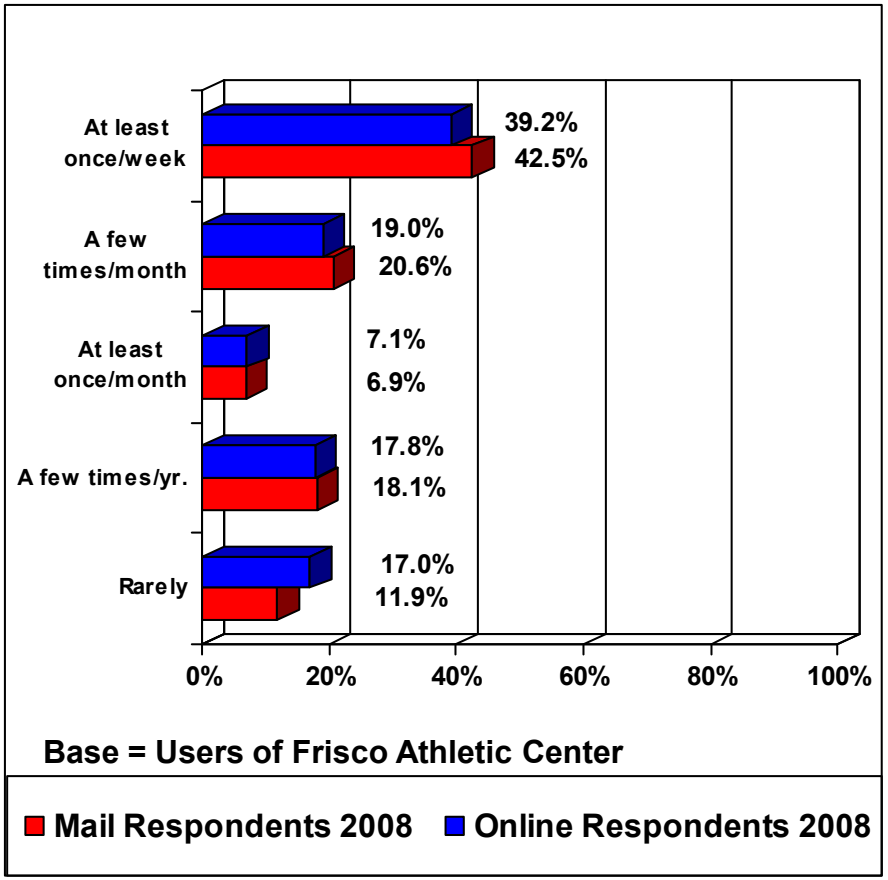


Source: National Service Research, mail and online survey of Frisco residents September 2011

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Frisco Athletic Center
Frequency of Use - 2008

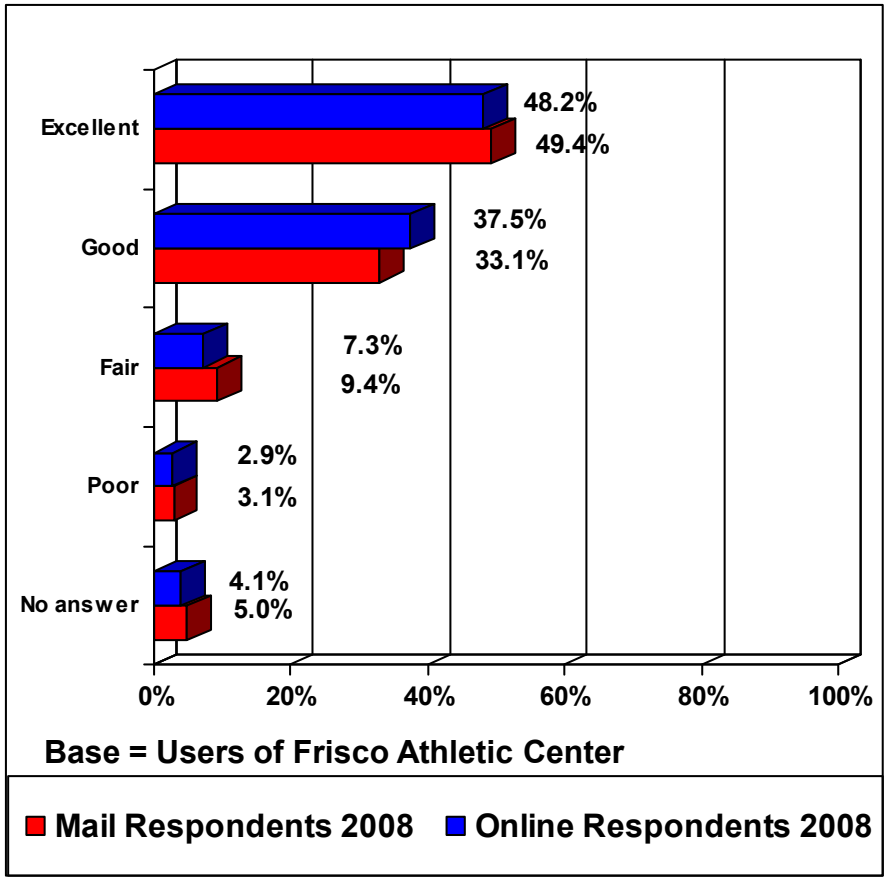
- 19% online survey respondents and 21% of mail survey respondents have purchased an annual membership to the Frisco Athletic Center (FAC).
- 17% of online and mail respondents have purchased a monthly membership.
- 11% of online and mail respondents have purchased a day pass to the FAC.
- The graph presents the frequency of visiting the FAC among users. Over 60% of users visit the FAC at least once a month or more.



Source: National Service Research, mail and online survey of Frisco residents September 2011

2008 Frisco Athletic Center Users Rating of Overall Value of Benefits Received

- A majority of FAC users rated the overall value of benefits they receive as excellent or good.

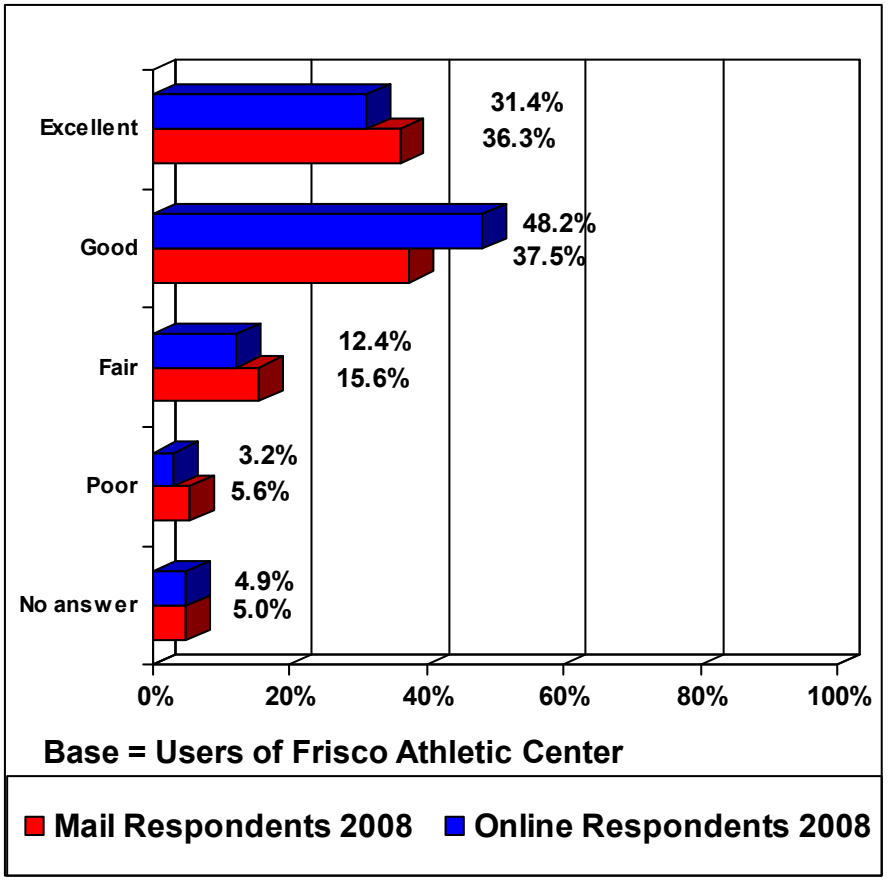


Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

2008 - Frisco Athletic Center Users Rating of Overall Level of Customer Service

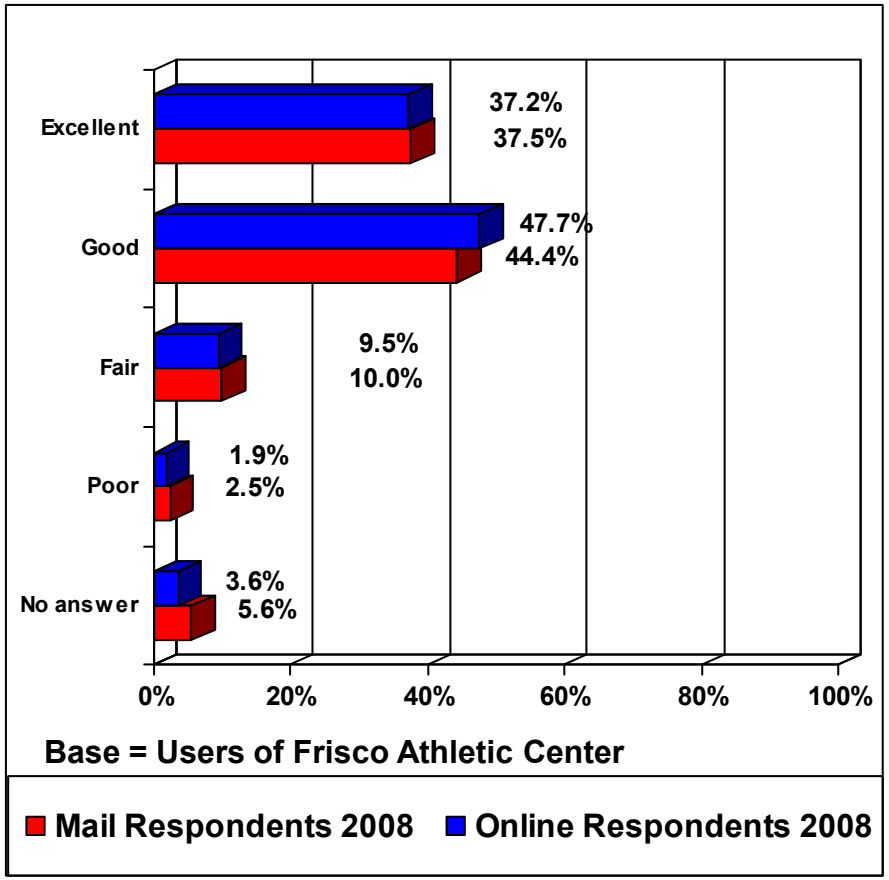
- A majority of FAC users rated the overall level of customer service they receive as excellent or good.
- 12% to 16% rated customer service fair.



Source: National Service Research, mail and online survey of Frisco residents September 2011

2008 Frisco Athletic Center Users Rating of Overall Satisfaction

- A majority of FAC users rated their overall level of satisfaction as excellent or good.



Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Importance of Frisco Providing Programs for Children Under 19 Years of Age - 2008

- The table at right presents the programs that the citizens felt should be offered by the City for children under 19 years of age.
- The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the program, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score for both the online survey and the mail survey.

Program	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Summer Camps	44.9%	3.30	42.9%	3.35
Aquatic Classes	44.8	3.25	45.2	3.37
Athletic classes	36.9	3.12	35.4	3.22
Outdoor adventure programs	30.3	3.00	27.1	2.99
After school programs	35.3	2.99	30.4	2.99
Fitness classes	32.0	2.83	31.8	2.95
Parent/child participation classes	23.4	2.73	24.4	2.85
Dance/gymnastics	22.3	2.69	26.8	2.87
Martial arts classes	18.3	2.51	21.1	2.67
Leisure classes (language, computer, etc.)	15.6	2.43	17.3	2.55
Birthday parties	14.3	2.12	13.1	2.15

Source: National Service Research, mail and online survey of Frisco residents September 2011

Importance of Frisco Providing Programs for Adults - 2008

- The table at right presents the programs that the citizens felt should be offered by the City for adults.
- The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the program, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score for both the online survey and the mail survey.

Program	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Fitness classes	55.5%	3.41	58.6%	3.45
Athletic leagues	36.1	2.99	31.3	2.97
Aquatic classes	33.9	2.92	39.3	3.07
Personal training services	33.8	2.85	36.3	2.97
Outdoor adventure programs	24.5	2.67	17.6	2.54
Leisure classes	22.4	2.66	25.6	2.70

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Future Recreation and Aquatic Center Facility Needs

- Important elements in planning for a future Recreation and Aquatic Center in Frisco are the facilities the citizens feel are needed. The table at right presents the facilities that the citizens felt are needed in order of importance. The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the facility, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score. Results from both surveys are presented.

2008 Facility	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Gymnasium	51.4%	3.40	49.4	3.36
Indoor swimming pool	51.4	3.40	51.2	3.39
Weight room	45.5	3.31	41.7	3.19
Exercise/aerobic/karate room	39.2	3.19	46.1	3.28
Indoor track	40.2	3.16	36.3	3.07
Competitive swim/lap pool	34.3	2.98	28.0	2.90
Racquetball courts	27.2	2.80	25.9	2.74
Teen room	23.6	2.72	23.2	2.68
Rock climbing wall	21.8	2.67	18.2	2.60
Whirlpool/hot tub	26.3	2.66	25.9	2.63
Sauna/steam room	23.1	2.56	19.9	2.54
Arts and crafts room	14.4	2.33	19.9	2.53
Game rooms (video games, movies, billiards, etc.)	14.5	2.26	15.2	2.39
Meeting rooms	11.8	2.22	11.6	2.30
Cooking/kitchen facility	10.0	2.14	11.6	2.27
Computer lab	11.4	2.14	13.7	2.33
Bowling lanes	11.4	2.03	11.6	2.06

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

Facility Needs for Future or Existing Frisco Parks

- Important elements in planning for new facilities for existing or future parks in Frisco are the facilities the citizens feel are needed. The table at right presents the facilities that the citizens felt are needed in order of importance. The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the facility, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score. Results from both surveys are presented.

2008 Facility	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Hike/bike/walk/jog/run trails	61.5%	3.60	64.3%	3.56
Nature trails/greenway corridors	49.1	3.34	45.8	3.28
Open spaces/natural areas	45.1	3.26	44.6	3.22
Lakes for water recreation	45.4	3.25	44.6	3.19
Playgrounds for children	42.9	3.23	46.1	3.27
Picnic areas/pavilions	40.3	3.22	41.7	3.17
Benches/seating areas	35.1	3.10	37.5	3.09
Spray ground/water splash pads	33.8	2.95	38.7	3.01
Nature surface trails (BMX/mountain biking)	30.1	2.85	23.2	2.70
Youth/teen center	27.8	2.83	25.6	2.79
Leisure/outdoor swimming pool	29.1	2.81	29.2	2.83
Amphitheater/performing arts space	26.2	2.80	29.5	2.85
Dog park	37.4	2.75	27.7	2.67
Botanic garden/arboretum	22.4	2.67	31.5	2.87
Municipal golf course	26.4	2.60	28.9	2.69
Environmental learning center	15.2	2.48	19.0	2.56
Equestrian center and trails	11.4	2.09	13.7	2.18
Disc golf	9.0	2.04	9.5	2.03

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

2008 Athletic Facility Needs for Future or Existing Frisco Parks

- Important elements in planning for new athletic facilities for existing or future parks in Frisco are the facilities the citizens feel are needed. The table at right presents the facilities that the citizens felt are needed in order of importance. The mean rating scale is: 4=high importance and 1=low importance. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the facility, the second column presents the percentage of respondents who scored the facility as "high importance" or a "4" score and the third column presents the mean score. Results from both surveys are presented.

Facility	Online Survey		Mail Survey	
	%Responding "4-High Importance"	Mean Score	%Responding "4-High Importance"	Mean Score
Practice athletic fields	33.9%	3.00	27.1%	2.98
Tennis courts	24.9	2.80	24.4	2.94
Basketball courts	23.3	2.76	22.9	2.89
Indoor competition swimming pool	24.5	2.70	17.3	2.64
Softball fields	20.5	2.59	11.9	2.50
Football fields	20.7	2.56	13.4	2.50
Baseball fields	18.3	2.52	17.3	2.67
Racquetball courts	16.7	2.48	10.7	2.39
Sand volleyball courts	13.9	2.42	13.4	2.57
Soccer fields	17.0	2.41	17.6	2.59
Extreme sports park (skateboarding, BMX, inline skating)	14.5	2.29	14.6	2.37
Lacrosse	4.3	1.84	1.5	1.81
Rugby fields	3.8	1.73	2.4	1.71
Cricket field	2.6	1.48	2.7	1.59

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

2008 Funding Options to Support New Facilities

- The park and recreation system in Frisco must be developed and maintained with funding from various sources. The chart at right presents the citizen opinions about funding options they would support.
- The mean rating scale is calculated as: 4=strong support 1=low support. Those who had no opinion or were not familiar with the need for a particular facility were excluded from the mean score calculation.
- The first column presents the funding option, the second column presents the percentage of respondents who scored the facility as "strong support" or a "4" score, and the third column presents the mean score. Results for both surveys are presented.

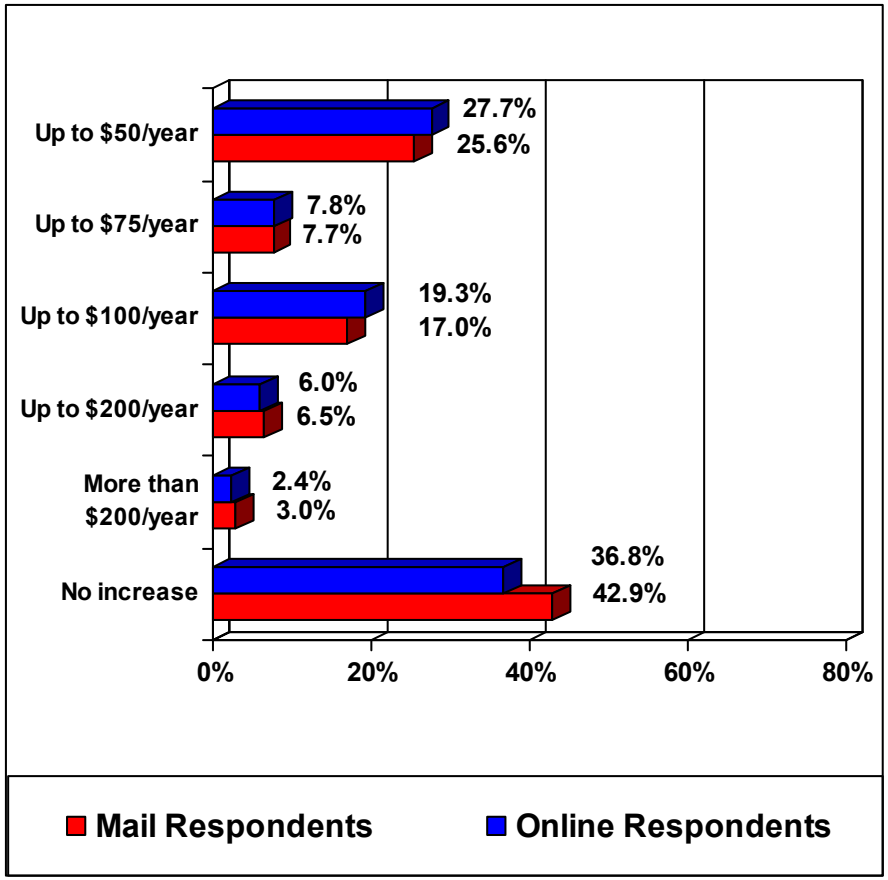
Funding Option	Online Survey		Mail Survey	
	%Responding "4-Strong Support"	Mean Score	%Responding "4-Strong Support"	Mean Score
Corporate advertising/naming rights	57.4%	3.44	58.3%	3.42
Increased park dedication fee for developers	41.0	3.21	38.7	3.15
Voter approved bond programs	30.2	2.87	25.6	2.67
An increase in user fees	15.3	2.21	17.9	2.31
Increased property taxes	5.3	1.58	3.3	1.47

Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

2008 Additional Property Taxes Willing to Pay

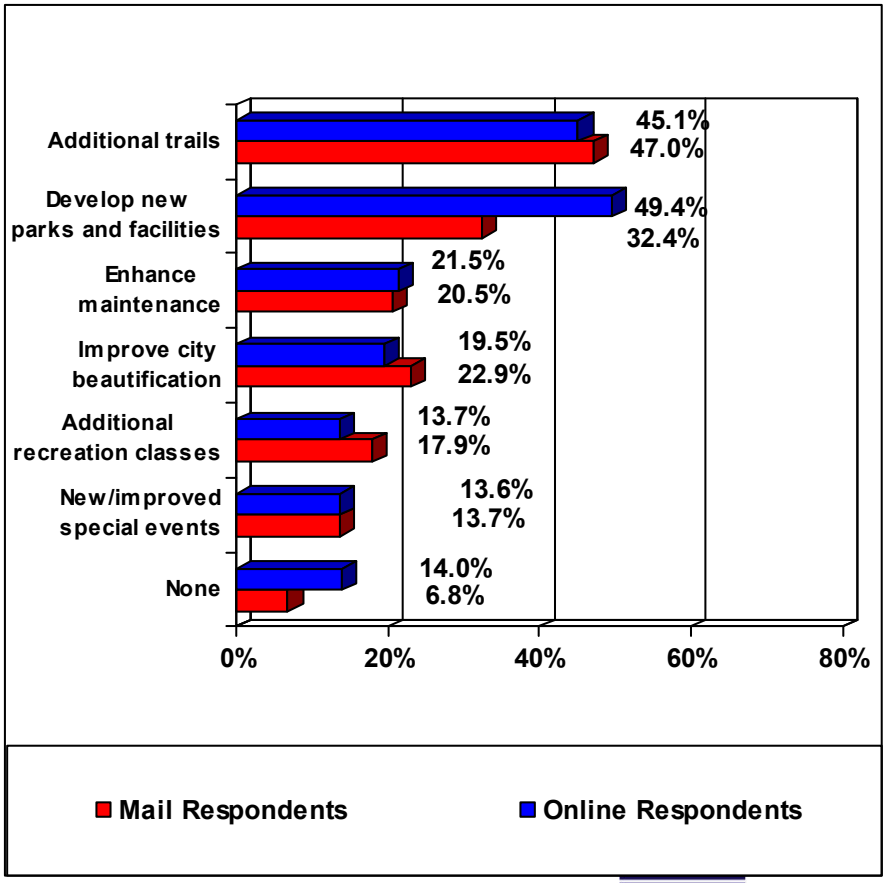
- More than half of respondents are willing to pay up to $100 per year in additional property taxes to fund the improvement priorities suggested in the survey.
- Almost one in ten are willing to pay more than $100/year.
- 37% to 43% of respondents do not want to pay an increase.



Source: National Service Research, mail and online survey of Frisco residents September 2011

If the City of Frisco Park and Recreation Department has additional funds, in which area would you want those funds spent? 2008

- Citizens are clearly in favor of any additional funds being spent on developing new hike/bike/walk trails as well as new parks and facilities.
- One in five favored spending additional funds on enhancing park maintenance and city beautification in parks and along roadways.



Source: National Service Research, mail and online survey of Frisco residents September 2011

NATIONAL SERVICE RESEARCH MARKET RESEARCH

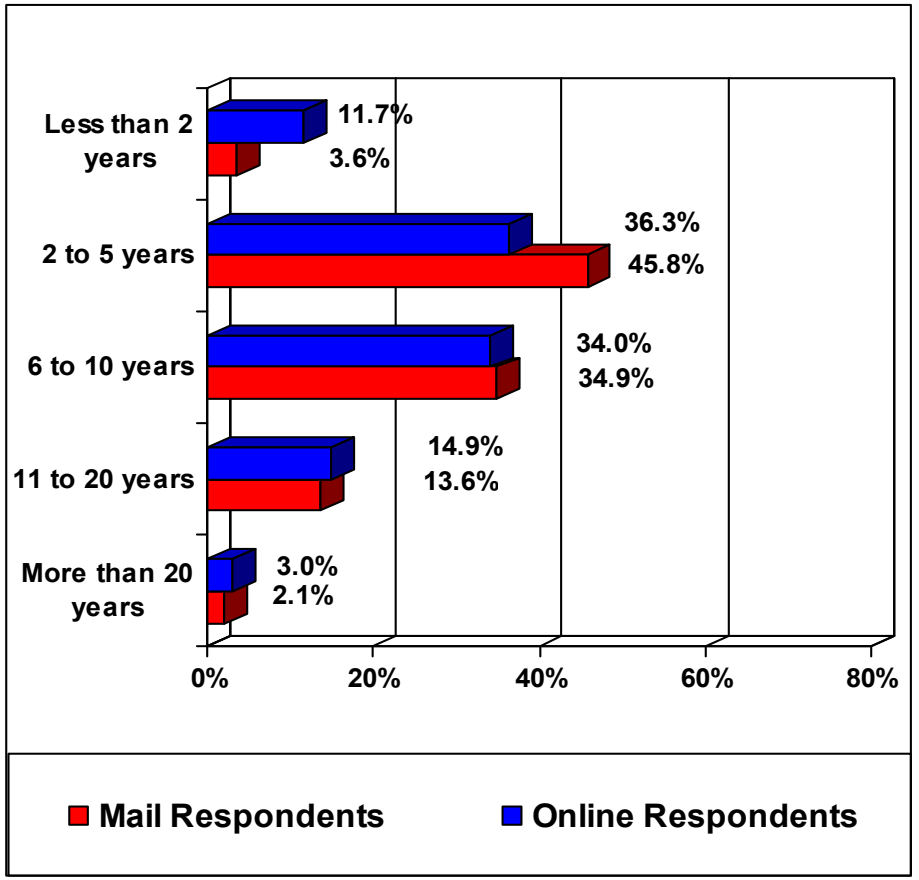
2008 Demographics

- 70% of online and 64% of mail respondents have children residing within their household.
- Youth age groups represented in household:

	Online	Mail
0 to 5 yrs	32.8%	34.8%
6 to 10 yrs	40.4	29.7
11 to 13 years	19.2	14.7
14 to 18 years	15.5	15.3
No children in HH	30.3	36.0

- Age of respondents (Note: the Census 2000 is almost ten years old, therefore, individuals will average about ten years older with current data).

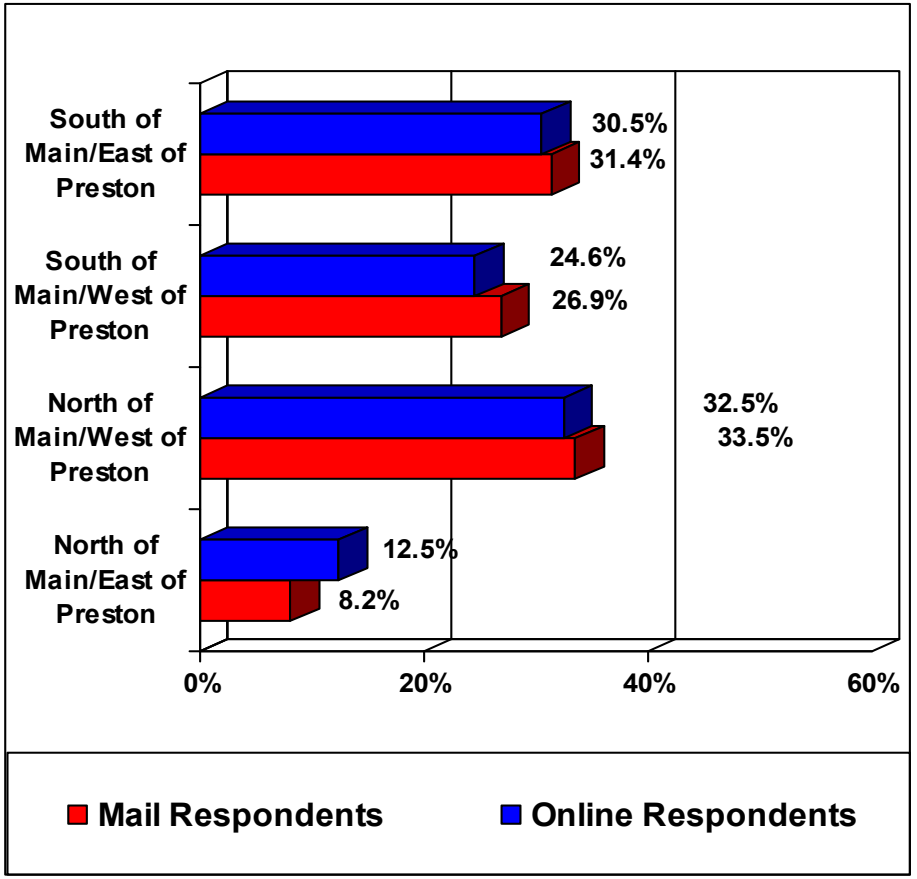
	Online	Mail	Census 2000
Under 35	22.0%	19.0%	38.9%
35 to 44	52.8	38.9	32.3
45 to 54	16.7	21.5	15.2
55 to 64	6.9	11.8	8.0
65+	1.5	8.5	5.6
Mean	50.3	52.5	42.5



Source: National Service Research, mail and online survey of Frisco residents September 2011

2008 Geographic Area of Residence

- All geographic areas were equally represented in each of the two surveys.



Source: National Service Research, mail and online survey of Frisco residents September 2011

Single Most Important Issue Concerning Frisco Parks, Recreation Programs and Facilities - 2008

- Top mentions:
  - More walk/run trails (more connection of trails throughout the city)
  - Safety
  - Upkeep/maintenance
  - More athletic fields
  - More shade
  - More parks scattered throughout the city
  - Dog park
  - Better awareness/advertising of parks and programs
  - Recreation center cost too expensive
  - More programs
  - Limited parking at some parks
  - More splash parks
  - More open swim hours at FAC
  - Do not close public swimming pool
  - More working water fountains

Source: National Service Research, mail and online survey of Frisco residents September 2011

AGENDA ITEM #7.

December 2011 - Library Report on Usage and Programming Activities

Statistics - December 2011								
	Dec 2011	Dec 2010	% Change		Year - To - Date FY2011	Year - To - Date FY2010	% Change	
Total In-Library Transactions	**123,224**	112,032	10%		**401,087**	357,853	12%	
Total Circulation	**91,983**	80,159	15%		**296,823**	256,947	16%	
In-House Use	**13,987**	14,309	-2%		**42,907**	40,497	6%	
New Cardholders	**1,257**	929	35%		**3,447**	2,867	20%	
Reference Questions	**8,859**	9,697	-9%		**29,554**	26,268	13%	
Onsite Computer Users	**4,427**	4,335	2%		**14,238**	17,444	-18%	
Program Attendance	**2,228**	2,337	-5%		**12,663**	12,984	-2%	
Interlibrary Loan	**483**	266	82%		**1455**	846	72%	
Total E-Branch Transactions	**48,846**	37,311	31%		**153,218**	105,647	45%	
E-Branch Transactions Per Capita	**0.39**	0.34	15%		**0.41**	0.32	28%	
E-Branch Transactions Per FTE	**1,252**	1,008	24%		**1,310**	969	35%	
Database Searches	**11,813**	12,653	-7%		**42,707**	34,931	22%	
Library Website Sessions	**29,991**	21,681	38%		**92,441**	62,818	47%	
Downloadables Circulation	**6,988**	2,931	138%		**17,888**	7,593	136%	
Downloadables Circ. As % of Total Circ.	**7.6%**	3.7%	105%		**6.0%**	3.0%	103%	
Online Homework Help	**54**	46	17%		**182**	305	-40%	
Total Cardholders	**82,189**	75,635	9%		**82,189**	75,635	9%	
Patron Visits	**38,313**	38,112	1%		**126,596**	125,170	1%	
Library Assets - Collection	**178,128**	169,854	5%		**178,128**	169,854	5%	
Library Volunteer Hours	**163**	224	-27%		**1262**	1122	12%	
Benchmarked Statistics								[1]Benchmark Group
Total In-Library Transactions Per Capita	**1.00**				**1.08**			**0.94**
Total In-Library Transactions Per FTE	**3,160**				**3,428**			**2,352**
Collection Size Per Capita	**1.43**				**1.44**			**1.86**
Square Feet Per Capita	**0.40**				**0.40**			**0.52**
Patron Visits Per Capita	**0.31**				**0.34**			**0.36**
Patron Visits Per FTE	**982**				**1,082**			**898**
[1] Benchmark group is Plano, Allen, McKinney, Carrollton, and Denton. Data source is the Texas State Library & Archives Commission.								

December 2011 - Library Report on Usage and Programming Activities

	Dec 2011	Dec 2010	% Change		Year - To - Date FY2011	Year - To - Date FY2010	% Change	
Total Heritage Museum Visitors	**920**	617	49%		**3287**	3078	7%	
Total Paid Visitors	**827**	523	58%		**3146**	2956	6%	
School Study Trip Visitors	**356**	302	18%		**1861**	2004	-7%	
Regular Visitors	**471**	221	113%		**1285**	952	35%	
Promotional Ticket visitors	**93**	94	-1%		**141**	122	16%	

Library Report on Programming and Usage Activities - Narrative
December 2011

1) Analysis of Statistical Report

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

- This month's report reflects a change to the group of benchmark libraries used for productivity and asset comparisons. Our comparison libraries will now be Allen, McKinney, Carrollton, Plano, and Denton. Denton is new to the benchmark group and replaces Richardson. There were previously no Denton County libraries represented and Denton Public Library more closely resembles Frisco in a number of areas including population served, growth rate, and demographics.
- December 2011 circulation was up 15% over December 2010, continuing the trend of double-digit circulation gains in the 14%-18% range over the last several months.
- eBooks and eAudiobook downloads set another record in December, both in total downloads and as a percentage of total circulation. This is a result of the very high sales levels of eReader devices through the holiday season. Although most of the largest book publishers still are unwilling to sell eBooks to libraries, the gains are still significant as demand steadily increases for eBooks across all genres and age ranges.
- Programming attendance was down slightly (-5%) over December last year due to timing differences in youth programming offerings.
- The investment in the automated materials handling and sorter system (AMHS) installed mid-November continues to deliver improved productivity in the circulation workflow. Although the extremely busy summer months are the ultimate gauge, the system currently has allowed the library to cut average times for reshelving items from 72 hours down to as short as 24 hours. The practical effect of this improvement is to potentially allow the materials collection to turn over one additional time per year. The 48 hours gained means popular items can be checked out about 10% more often as the interval between circulations is reduced by about 10%. This productivity gain will vary considerably across the course of the year based on the number and mix or items checked out but it represents a tangible payback on the AMHS.

2) Upcoming Events

- Based on the results of a teen programming survey conducted last fall, the library is adding two new monthly programs just for teens for Spring 2012: Saturday Crafternoons and Glee Club. These new programs are in addition to the very popular Teen Anime Club, Teen Writers Workshops, and VolunTEEN Program. Details are available on the library website at friscolibrary.com.
- The library has begun its annual tax assistance program in partnership with AARP. From February 2nd through April 7th AARP tax workshop volunteers will assist with completing individual's taxes. Tax help is given on a first come, first served basis. Participants need to bring a social security card for each person on the tax return form, all necessary tax forms, driver's license, and a copy of last year's tax return.

AGENDA ITEM #8.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects:
City Council Meeting – February 7, 2012

Engineering Highlights

- Construction Inspections – Construction Inspectors have 195 current projects that are at various stages of construction.

- Pre-construction Meetings – Staff held 8 pre-construction meetings for new projects:

    1. Phillips Creek Ranch, Ph 1
    2. The Shores at Waterstone Ph 2
    3. Richwoods, Ph 5
    4. FISD Admin Building-Sanitary Sewer
    5. Vista Park at Phillips Creek Ranch
    6. Crosspointe Park Addn, Lt 2R-1 GAUMC
    7. Lebanon South, Block A, Lot 2
    8. Hickory Center at Preston, BlA, Lt 8

- Project Final Acceptances – There were 1 projects accepted.

    1. Frisco Trails, Blk A Lt 2 Wendys

- Project Reviews - Staff has completed Thirty Five (35) engineering reviews

- Impact Fee Update –

    The Capital Improvement Advisory Committee will meet prior to the regularly scheduled meeting of the Planning and Zoning Commission on February 14. This will be a public meeting. The purpose of the meeting will be to review the land use assumptions and capital improvement program, and to prepare recommendations to City Council. A public hearing has been set for the City Council meeting on February 21, with consideration of the ordinance currently scheduled for March 6, 2012.

- American with Disabilities Transition Plan

    The goals and objectives of the ADA Transition Plan are to improve accessibility for all citizens, encourage participation from the public and disabled community, educate City staff and the public on the

requirements of the ADA, develop a comprehensive list of barriers, provide a detailed outline of methods to remove barriers, provide realistic schedule with cost for removal of barriers, and to identify funding sources and opportunities to implement a barrier removal program. This project is anticipated to be complete by December 2012.

Infrastructure In-Field Evaluations

- Signalized intersections – completed
- Sidewalks – completed
- Buildings / Parking – facilities selected, evaluation pending training
- Parks – facilities selected, evaluations pending training
- Consultant will coordinate infrastructure review schedules with the City to allow City to attend in-field evaluations if they choose

Training

- Programmatic Accessibility – scheduled for February 3
- Physical Accessibility – scheduled for February 10

Questionnaires

- Programs, Services, and Activities Questionnaire to all City Departments pending
- Boards and Commissions Survey to all City Boards and Commissions pending

Roadway Construction Projects

Custer Road [FM 2478] (CIP05-0028) Stonebridge to US 380

Project Manager: Jason Brodigan

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

Project Update: *Sinacola has completed all northbound and southbound mainlane paving and has begun constructing turn lanes. Construction is 90% complete.*

Construction End: 5/2/2012 **Estimated Construction Cost**: **$179,005**

FM 423 [Middle] (CIP03-0109) Stewart Creek to Eldorado Pkwy

Project Manager: Jason Brodigan

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

Project Update: *Traffic was switched to the new southbound lanes in late October. Contractor has begun grading northbound subgrade.*

Construction End: 9/4/2012 **Estimated Construction Cost**: **$0**

Independence Parkway (CIP10-0004) Main Street to North City Limits

Project Manager: Tin Nguyen

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

Project Update: *The new northbound lanes on Independence Parkway between Main Street and Roach Middle School has been opened. One lane in each direction of Independence Parkway North of Eldorado will be closed for a time as the contractor completes median work.*

Construction End: 6/12/2012 **Estimated Construction Cost**: **$3,245,295**

NTTA - SH 121/DNT Interchange (CIP09-0007)

Project Manager: Jason Brodigan

Project Description: *NTTA construction of direct connectors to existing three level interchange.*

Project Update: *All direct connectors are complete and open to traffic. Contractor is completing miscellaneous construction working towards project completion.*

Construction End: 2/29/2012 **Estimated Construction Cost**:

Preston Road [SH 289] (CIP05-0031) Main St to US 380

Project Manager: Jason Brodigan

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

Project Update: *Sinacola has completed all northbound and southbound mainlane paving and has begun constructing turn lanes. Construction is 90% complete.*

Construction End: 5/1/2012 **Estimated Construction Cost**: **$10,166,838**

Roadway Design Projects

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

Project Manager: Jason Brodigan

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

Project Update: *Design is 95% complete.*

Construction Begin: 5/7/2012 **Estimated Construction Cost**: **$6,076,938**

CR 710 [Sanctuary Drive] (CIP10-0008) Peaceful Lane to Rogers Road

Project Manager: David L Chacon

Project Description: *Replace the existing two lane asphalt/gravel roadway with a two lane concrete roadway from Peaceful Lane to Rogers Road*

Project Update: *Project to bid on 2-7-12*

Construction Begin: 3/12/2012 **Estimated Construction Cost**: **$970,000**

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

Project Manager: Toyin Fawehinmi

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

Project Update: *Design is 95% complete*

Construction Begin: 5/14/2012 **Estimated Construction Cost**: **$8,908,669**

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

Project Manager: Jason Brodigan

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

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

Construction Begin: 11/5/2012 **Estimated Construction Cost**: **$0**

John Hickman (CIP11-0028) Preston to Ohio

Project Manager: Toyin Fawehinmi

Project Description: *Construct new 37' Roadway and intersection at Preston. Project includes grading, paving, drainage, water, illumination, and signal at Preston.*

Project Update: *Conceptual Design under review by City Staff*

Construction Begin: 5/21/2012 **Estimated Construction Cost**: **$1,500,000**

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

Project Manager: Art Hartle

Project Description: *Construct additional pavement along Lebanon to widen road to match DNT bridge. Project also includes turn lanes at Lebanon/DNT intersection and a traffic signal and right turn lane at Starwood/Lebanon.*

Project Update: *Final design plans under review by City. ROW and easement acquisition is in progress.*

Construction Begin: 7/1/2012 **Estimated Construction Cost**: **$1,801,293**

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

Project Manager: Jason Brodigan

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

Project Update: *TXDOT opened bids for the project in June. ROW acquisition and utility relocations are ongoing.*

Construction Begin: 6/4/2012 **Estimated Construction Cost**: **$2,640,000**

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

Project Manager: Jason Brodigan

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

Project Update: *Design is 60% complete.*

Construction Begin: 5/14/2012 **Estimated Construction Cost**:

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

Project Manager: Jason Brodigan

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

Project Update: *Design is approximately 60% complete. 60% plans and environmental report are under review by TxDOT.*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$5,400,000**

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

Project Manager: Jason Brodigan

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

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

Construction Begin: 9/4/2012 **Estimated Construction Cost**: **$724,000**

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

Project Manager: David L Chacon

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

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

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$7,977,176**

Rockhill Road (CIP10-0015) Dallas Parkway to Preston

Project Manager: David L Chacon

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

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

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$14,187,117**

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

Project Manager: David L Chacon

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

Project Update: *US Army Corp of Engineers permit pending agency review. BNSF agreement pending BNSF review. Consultant working on project scope changes.*

Construction Begin: 7/2/2012 **Estimated Construction Cost**: **$14,257,471**

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

Project Manager: Art Hartle

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

Project Update: *Plans have been completed. Easement acquistion is underway.*

Construction Begin: 7/1/2012 **Estimated Construction Cost**: **$12,152,000**

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

Project Manager: Jason Brodigan

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

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

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

Wastewater Design Projects

Fairways LS Peak Flow Improvements (CIP11-0004) within Fairways LS property

Project Manager: Art Hartle

Project Description: *Add new pump to increase flow capacity of lift station.*

Project Update: *Final plans submitted and reviewed.*

Construction Begin: 3/1/2012 **Estimated Construction Cost**: **$740,163**

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)

Project Manager: David L Chacon

Project Description: *Install new 24" wastewater line.*

Project Update: *Design is 60 percent complete. Easement acquisition is in progress.*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$3,253,434**

Water Design Projects

Legacy EST (CIP10-0019)

Project Manager: Art Hartle

Project Description: *Construct new 1.5 million gallon elevated water tank to replace existing 0.3 million gallon EST*

Project Update: *60% plans submitted and reviewed.*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$4,007,000**

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

Project Manager: David L Chacon

Project Description: *Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.*

Project Update: *Easement acquisition in progress.*

Construction Begin: 4/23/2012 **Estimated Construction Cost**: **$4,137,000**

Transportation Highlights

- Development/CIP Plan Reviews – Staff reviewed 53 sets of development and CIP plans this month. Staff also reviewed and processed three TxDOT permit applications for roadway and traffic signal improvements.
- SH 121 and DNT Tollway Construction – NTTA is constructing a full interchange at SH 121 and the Dallas North Tollway (including direct-connect ramps in all directions), which is expected to be fully complete in February 2012. All of the new direct-connecting ramps opened to traffic in November, but road closures are continuing as they complete the lighting and the exterior finishes of the interchange. The Engineering Services website has a link to NTTA's current report on the status of the project. Road closures and traffic switches are listed on NTTA.org and continue to be communicated through the City's normal announcement system.
- Citizen Inquiries – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- Miscellaneous Traffic Studies – Staff continues to update the crash database (based on police reports) and has purchased new software to facilitate more efficient crash analysis of intersections. Staff is in the process of working with the vendor to transfer our data into their system. Staff is currently overseeing two studies that are analyzing the effectiveness and costs of potential options to change the configuration of two intersections (Main & Legacy and Main & Frisco Square Blvd). This month staff conducted several neighborhood speed studies at the request of citizens.
- School Zones – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff analyzed the school attendance boundary changes for the next school year and planned for new school zones and modifications to existing school zones due to the three new schools that will open in Frisco in August. Staff also met with Prosper ISD regarding their first elementary school in Frisco which they plan to open in August 2014.
- Special Events – As part of the Special Events Review Committee, staff reviews all pending special event applications for any traffic control needs. Staff continually coordinates with the Police, Fire, Communications, and Public Works Departments regarding any special events that affect traffic flow or parking in the City. Staff also coordinates with FC Dallas Stadium and Dr Pepper Arena staff regarding large events at those venues, which sometimes requires coordination with NTTA. This month, staff provided traffic management support for the NCAA Division I Championship football game and the Get Healthy Texas 5K.
- Staff –Two of our traffic engineer positions are currently frozen and this month we filled an open traffic signal technician position.

- Thoroughfare Standards Ordinance – Staff has been working on a draft update to the Thoroughfare Standards Ordinance based upon ongoing research, coordination with other departments, and comments received from the Frisco Developers Council (FDC) on an earlier draft. Staff has also been involved in the update of the entire set of Engineering Design Standards and has coordinated changes with the Thoroughfare Standards. In November, the updated Engineering Design Standards (including the Thoroughfare Standards as Section 2) were published on the City website for external review and responses to FDC's comments on the previous draft of the Thoroughfare Standards were sent to the FDC. External comments on the new standards were received in January and staff is currently reviewing/addressing them.
- Traffic Count Map – The traffic count map is available on the City's website at maps.friscotexas.gov**.** It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- Traffic Control – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones. Staff is coordinating with TxDOT on major detours and weekend closures of sections of Preston Road, Custer Road, and FM 423 during those widening projects and with NTTA on major detours during the construction of the DNT/SRT interchange. This month, staff oversaw the closure of a part of Frisco Square for utility work and the opening of the new northbound lanes on Independence Parkway between Main Street and Eldorado Parkway.
- Traffic Signal System Communications – The system provides communications to all of the traffic signals in the City, allowing staff to monitor and control their operation remotely. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 58 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely. The newest PTZ camera were installed this month at Lebanon Road & Legendary.
- Traffic Signal Timing – On an ongoing basis, staff changes the operation of various traffic signals along Preston Road, Custer Road and FM 423 to coincide with TxDOT closures and traffic shifts as part of their widening projects. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized.
- Training and Conference Attendance – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in both TexITE and the Texas Section of ASCE and is the President Elect of the ASCE Dallas Branch.
- Traffic Signal Maintenance – The City of Frisco currently operates and maintains 87 traffic signals within the City of Frisco and one traffic signal on FM 423 outside the city limits, 84 of which have automatic battery backup power. City crews provide on-call maintenance seven days per week with a 45-minute response time.

  A significant part of traffic signal maintenance relates to the 343 video cameras and 19 SmartSensor radar units used to detect vehicles at each signal. Currently, 100% of the video and radar detection is fully operational. Maintaining this video and radar detection is very efficient due to the citywide communication system because diagnosing and troubleshooting detection issues can be performed from our central control center.

  This month City crews programmed and set in place our electronic message boards to direct traffic at numerous special events (the NCAA Division 1 Championship Football Game, the Get Healthy Texas 5K, and the closure of the plaza in front of City Hall for utility work). City crews also made improvements to the traffic signal at Main & Gary Burns and installed a new signal pole and mast arm at Eldorado & Independence when the new northbound lanes opened. Crews also made numerous repairs due to the two-day heavy rain storm, including repairing two traffic signals that were apparently affected by lightning (Lebanon & DNT and Main & World Cup).

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

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

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

Total light poles maintained by City	2249
Total lamp fixtures maintained by City	3872
Proportion of City lighting currently operating	98%

- Wayfinding Project – This project will assist staff in meeting the needs of our citizens and visitors who attend events at both public and private operated destinations in Frisco. The first two phases of the project are complete and included input from the consultant, a stakeholder group, TxDOT, and NTTA. The proposed sign design package has been submitted to TxDOT and NTTA for their comment and approval. We have received comments from TxDOT and are awaiting comments from NTTA. The process to address the TxDOT comments has started. The Public Art Board has selected an artist and staff is now working to have the artist coordinate with wayfinding consultant. The selected artist will work with the wayfinding consultant to incorporate additional artistic elements and features into the sign design and entry markers. Phase 3 of the project will begin by spring 2012 after all TxDOT and NTTA comments have been addressed. Phase 3 will produce the final design plans that can be used for bidding and will also include the development of guidelines for sign implementation throughout Frisco. It is expected that Phase 3 could be complete by mid 2012. Phase 4, the installation of the signs, could then start by the late 2012 depending on the availability of funding.

Arterial Lighting Design Projects

Gaylord Pkwy (CIP07-0006) Preston Rd to Ohio Dr

Project Manager: Shelley Lang

Project Description: *Install median lighting on Gaylord between Preston and Ohio.*

Project Update: *Design is 95% complete.*

Construction Begin: 4/2/2012 **Estimated Construction Cost**: **$71,035**

Hillcrest Rd (CIP07-0007) Eldorado Pkwy to Haversham Dr

Project Manager: Shelley Lang

Project Description: *Install median lighting on Hillcrest between Eldorado and Haversham.*

Project Update: *Design is 95% complete*

Construction Begin: 4/2/2012 **Estimated Construction Cost**: **$76,221**

Lebanon Rd (CIP11-0013) FM 423 to West City Limits

Project Manager: Shelley Lang

Project Description: *Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.*

Project Update: *Design is 30% complete*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$254,210**

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave

Project Manager: Shelley Lang

Project Description: *Install median lighting on Legacy between Eldorado and Crane.*

Project Update: *Design is 30% complete*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$53,450**

Ohio Dr (CIP07-0013) SH 121 to Presmont Pl

Project Manager: Shelley Lang

Project Description: *Install median lighting on Ohio between SH 121 and Presmont.*

Project Update: *Design is 95% complete*

Construction Begin: 4/2/2012 **Estimated Construction Cost**: **$146,160**

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd

Project Manager: Shelley Lang

Project Description: *Install median lighting on Ohio between Wade and Hillcrest.*

Project Update: *Design is 30% complete*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$117,060**

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd

Project Manager: Shelley Lang

Project Description: *Install median lighting on Ohio/College between Hillcrest and Coit.*

Project Update: *Design is 30% complete*

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

Parkwood Blvd (CIP07-0015) Lebanon Rd to Stonebrook Pkwy

Project Manager: Shelley Lang

Project Description: *Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.*

Project Update: *Design is 30% complete*

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

Preston Rd [SH 289] (CIP07-0017) SH 121 to Gaylord Pkwy

Project Manager: Shelley Lang

Project Description: *Install median lighting on SH 289 (Preston) between SH 121 and Gaylord.*

Project Update: *Design is 95% complete and is awaiting TxDOT review and approval of plans.*

Construction Begin: 4/2/2012 **Estimated Construction Cost**: **$123,998**

Preston Road [SH289] (CIP07-0018) Main St to US 380

Project Manager: Shelley Lang

Project Description: *Install median lighting.*

Project Update: *Design is 95% complete and is awaiting TxDOT final approval.*

Construction Begin: 5/1/2012 **Estimated Construction Cost**: **$1,088,650**

Wade Blvd (CIP07-0023) Collin College to Ohio Dr

Project Manager: Shelley Lang

Project Description: *Install median lighting on Wade between Collin College and Ohio Dr.*

Project Update: *Design is 30% complete*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$43,935**

Warren Pkwy (CIP07-0026) Preston Rd to Ohio Dr

Project Manager: Shelley Lang

Project Description: *Install median lighting on Warren Pkwy between Preston Rd and Ohio Dr.*

Project Update: *Design is 95% complete*

Construction Begin: 4/2/2012 **Estimated Construction Cost**: **$62,250**

Traffic Signal Construction Projects

FM 423 Middle Section Signal Upgrades (CIP07-0051)

Project Manager: Shelley Lang

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

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

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

Preston Road Traffic Signal Upgrades (CIP06-0007)

Project Manager: Shelley Lang

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

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

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

Traffic Signal Modifications (CIP06-0008) Eldorado Pkwy at Teel Pkwy

Project Manager: Shelley Lang

Project Description: *Traffic signal modification to move the signal pole, cabinet and service on the northwest corner of the intersection for the construction of a future southbound right turn lane.*

Project Update: *The contractor is Durable Specialties. The contractor has installed the new signal pole foundation on the northwest corner of the intersection and will be completing the final stages of construction over the next couple of weeks.*

Construction End: 2/24/2012 **Estimated Construction Cost**: **$72,000**

Traffic Signal Design Projects

Permanent Traffic Signal (CIP04-0050) Eldorado Pkwy at Wal-Mart

Project Manager: Shelley Lang

Project Description: *Replace temporary traffic signal with a permanent traffic signal.*

Project Update: *Design is 30% complete*

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

Permanent Traffic Signal (CIP05-0036) Eldorado Pkwy at Dallas Pkwy

Project Manager: Shelley Lang

Project Description: *Project will construct a third lane on the southbound frontage road (between Eldorado and the entrance ramp), which will allow us to provide dual right-turn lanes on eastbound Eldorado at Dallas Parkway. Project will also replace the temporary "span-wire" traffic signal with a permanent traffic signal and construct a third lane on the northbound frontage road between the exit ramp and Eldorado to improve traffic flow approaching the intersection.*

Project Update: *Design is 30% complete*

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

Preston Rd ADA Improvement Project (CIP11-0027)

Project Manager: Shelley Lang

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

Project Update: *This project will be bid on February 7, 2012.*

Construction Begin: 3/9/2012 **Estimated Construction Cost**: **$195,755**

Traffic Signal - Lebanon Rd at Starwood (CIP09-0017)

Project Manager: Shelley Lang

Project Description: *Install a new traffic signal on Lebanon at Starwood as part of the Lebanon/DNT intersection improvement project.*

Project Update: *Construction of the traffic signal will be done as part of the Lebanon/DNT intersection improvement project. Please see CIP05-0026 for status updates.*

Construction Begin: Not Scheduled **Estimated Construction Cost**: **$165,000**

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

Project Manager: Shelley Lang

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

Project Update: *This project was bid in January and is awaiting award of the construction contract by City Council to Jim Bowman Construction, Co., L.P.*

Construction Begin: 2/28/2012 **Estimated Construction Cost**: **$410,475**

AGENDA ITEM #9.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **February 2, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

- Budget and Audit Committee
- Governance Committee
- Legislative Committee

The Legislative Committee will meet right before the City Council's February 6th Meeting. That Committee can report to Council on their actions. The other Subcommittees have not met since your last Council meeting.

There are additional committees that have at least some interaction with Council that have met including:

- Be Fit Frisco
- Frisco Sports Subcommittee (Sports Council Review)
- Veteran's Advisory Committee
- HOA Roundtable

AGENDA ITEM #10.

Q1 FY12 Economic Development Projects







February 7, 2012
Frisco Economic Development Corporatio

Q1 FY12 FRISCO ECONOMIC DEVELOPMENT PROJECTS

During the first quarter of FY12 the FEDC facilitated and/or executed Performance Agreements with nine (9) projects, which are anticipated to:

- Construct or occupy over 258,000 square feet of new space
- Generate potential new capital investment in excess of $79 million
- Potential creation/retention of 931 jobs in the City of Frisco

Century Payments
(Expansion)

- Century Payments was ranked as Number 11 on the 2010 Inc. 500 List of America's Fastest Growing Private Companies
- Century Payments is a nationally recognized industry leader in electronic payment processing and merchant acquisition
- Expanded corporate headquarters by 14,000 SF
- Potential capital investment of $1.4 million
- Potential creation/retention of 75 direct jobs

GenerationE Technologies

- GenerationE Technologies is an IT process automation software company
- Southern US regional office
- Potential 3,900 SF of office space
- Potential capital investment of $12,500
- Potential creation of 30 new direct jobs

Gearbox Software

- Gearbox Software is an award-winning independent developer of interactive entertainment
- Relocating their corporate headquarters to Frisco Square
- Potential 61,000 SF of office space
- Potential investment of $60 million (3 buildings)
- Potential creation of 205 new direct jobs

Tango Networks

- Tango Networks™, the leader in seamless enterprise fixed-mobile convergence for unified communications
- Relocated their corporate headquarters with potential 11,000 SF of office space
- Potential investment of $85,000
- Potential creation of 81 new direct jobs

Con-way Multimodal

- Con-way Inc. is a freight transportation and logistics services company
- Regional corporate office
- Potential 6,500 SF of space
- Potential capital investment of $153,000
- Potential creation of 45 new direct jobs

Frisco Firearms & Academy

- A facility with 22 public shooting lanes, a conference room, lounge, and retail space
- Potential 25,800 SF of space
- Potential capital investment of $4.8 million
- Potential creation of 17 new direct jobs

Kenexa Technology
(Expansion)

- Kenexa Technology provides software, proprietary content and services that enable organizations to more effectively recruit and retain employees
- Corporate headquarter expansion with 13,000 SF of office space
- Potential capital investment of $1 million
- Potential creation/retention of 266 direct jobs



Centennial Medical Center
(Expansion)

- The addition of a third medical office building on the Centennial Medical Center campus
- Potential of up to 75,000 SF of space
- Potential capital investment of $22 million
- Potential creation of 53 new direct jobs

Centennial Medical Center

Pole Position Racing

- Indoor go karting facility
- Potential 50,000 SF of space
- Potential capital investment of $1.8 million
- Potential creation of 35 new direct jobs



FEDC PROJECTS

2012 Summary of Projects

Year	Number of Projects	Potential Square Feet	Potential Capital Investment	Potential Direct Jobs Created	Potential Direct Jobs Retained	Total Potential Direct Jobs Created /Retained
Q1 FY12	9	258,971	$79,610,500	413	394	807
Total	9	258,971	$79,610,500	413	394	807

FEDC PROJECTS

Summary of Projects 2011 - 2007

Year	Number of Projects	Potential Square Feet	Potential Capital Investment	Potential Direct Jobs Created /Retained
2011	27	839,761	$152,665,500	2,030
2010	33	1,402,014	$264,991,000	3,465
2009	20	938,375	$179,171,000	1,272
2008	10	365,200	$39,963,000	533
2007	28	11,186,450	$1,375,949,315	2,486
Total	118	14,731,800	$2,012,739,315	9,786

Thank You…

James Gandy, CCIM, CEcD, President
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 400
Frisco, Texas 75034
972-292-5150
www.FriscoEDC.com

2011 Economic Development Projects

February 7, 2012
Frisco Economic Development Corporation







2011 FEDC PROJECTS

During 2011 FEDC facilitated and/or executed Performance Agreements with twenty seven (27) projects, which have the potential to result in:

- Construction or occupancy of over 839,000 square feet
- New capital investment in excess of $152 million
- Creation/retention of 2,030 direct jobs in the City of Frisco

2011 FEDC PROJECT HIGHLIGHTS

- 11 Corporate Headquarters – 41%
- 7 Retention/Expansion Projects – 26%
- 9 Retail/Other Projects – 33%

Projects Creating/Retaining 100 Jobs or More

- Kenexa Corporation
- Fiserv Solutions, Inc.
- CLAD, Inc.
- Gearbox Software
- Insight for Living
- Cornerstone Automation Systems

FEDC PROJECTS

2006-2011 Summary of Projects

Year	Number of Projects	Potential Square Feet	Potential Capital Investment	Potential Direct Jobs Created /Retained
2011	27	839,761	$ 152,665,500	2,030
2010	33	1,442,014	$ 264,991,000	3,465
2009	20	938,375	$ 179,171,000	1,272
2008	10	365,200	$ 39,963,000	533
2007	28	11,186,450	$1,375,949,315	2,486
2006	19	2,693,526	$ 369,324,000	3,102
Total	**137**	**17,465,326**	**$2,382,063,815**	**12,888**

Thank You…

James Gandy, CCIM, CEcD, President
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 400
Frisco, Texas 75034
972-292-5150
www.FriscoEDC.com

AGENDA ITEM #11.

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

4:30 PM

TUESDAY, JANUARY 17, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present (arrived 4:36 p.m.)
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present (arrived 4:45 p.m.)
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 4:35 p.m. with a quorum present and Councilmen Pat Fallon, John Keating, and Tim Nelson absent.

Council has granted Councilman Nelson an excused absence until his return from active military duty.

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Attorney, Richard Abernathy; City Secretary, Jenny Page; Fire Chief, Mack Borchardt; Finance Director, Anita Cothran; Police Chief, Todd Renshaw; CVB Director, Marla Roe; Development Services Director, John

Lettelleir; and Engineering Director, Paul Knippel.

CLOSED SESSION

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

Pat Fallon entered the room as Mayor Maso was reading the Closed Session items.

Pat Fallon moved to recess into Closed Session in compliance with Section 551.001 et. seq. Texas Government Code, to wit; at 4:41 p.m. Bob Allen seconded the motion.

Passed

Vote: 4 – 0

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

Against: (None)

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

i. Receive legal advice regarding Exide's Vested Rights Petition Appeal to the City Council, dated January 6, 2012, of the P&Z Commission's denial of said petition at its December 27, 2011 Special Called Meeting.

ii. Receive legal advice regarding Exide's claim that a final plat application has been deemed approved by the inaction of the P&Z Commission.

iii. Receive legal advice regarding possible establishment of a compliance date for the nonconforming uses(s) located on Exide's property.

iv. Receive legal advice regarding litigation threatened by Exide.

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

i. South of US 380, North of The Colony city limits and North of 121, East of FM 423, and West of Preston Rd.

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

i. Deliberation regarding the annual evaluation of 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.

Councilman Keating joined the Council during Closed Session at 4:45 p.m.

Pat Fallon moved to reconvene into Regular Session at 6:41 p.m. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

There was no action to take as a result of Closed Session.

INVOCATION

Deputy Mayor Pro Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

The Daisy Girl Scout Troop 4034 from Pink Elementary and Frisco Montessori Academy led the pledge of allegiance.

PROCLAMATIONS

4. Andrew Chen and Coach Cheng Li -- U.S. Table Tennis Championship Special Recognition.

Mayor Maso presented a Proclamation to Andrew Chen for his second win of the U.S. Table Tennis Championship Special Recognition.

REPORTS

5. Fire Department Monthly Report on Incident Response and Educational Activities, November 2011 and December 2011.

Fire Chief Mack Borchardt presented the December 2011 Monthly Report on Incident Response and Educational Activities.

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

   Deputy City Manager Henry Hill who was filling in for Public Works Director Gary Hartwell, reported on water usage and other monthly activities. Mr. Hill also reported on water restrictions and information from the North Texas Municipal Water District that suggested remaining at Stage 3 restrictions until June of 2012.

7. Financial Services Budget Status Report - December 2011.

   Finance Director Anita Cothran reported on the December 2011 Budget Status.

8. Police Department's crime statistics and response times for the months of Nov 2011 and Dec 2011.

   Police Chief Todd Renshaw reported on crime statistics and response times for the months of November and December 2011.

9. CVB Report on projected economic impact, CVB activities and in kind media for December.

   CVB Director Marla Roe reported on project economic impact, CVB activities and in kind media for December and answered questions on tourism related to the NCAA. Ms. Roe also presented the new Eat, Play & Stay publication.

10. Development Services Activities Monthly Update December 2011.

    Development Services Director John Lettelleir presented the activities monthly update for December 2011.

11. Council Subcommittee Reports.

    Jeff Cheney reported on the Sports Council. He stated that they had named office holders and set objectives to move forward with next steps.

    Mayor Maso moved to the Consent Agenda at 7:12 p.m.

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

No one wished to speak and Mayor Maso moved back to Item 34.

CONSENT AGENDA

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

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

Passed

Vote: 5 – 0

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

Against: (None)

12. Consider and act upon approval of the August 13, 2011 Work Session, December 27, 2011 Regular City Council, January 3, 2012 Regular City Council and Supplemental minutes. (CSO/JP)

13. Consider and act upon adoption of **Resolution 12-01-14R** authorizing the City Manager to execute the Escrow Agreement by and between the City of Frisco and Bronstad Family Investments, LP to provide funding for the construction of a left turn lane in conjunction with the construction of FM 3537 (Main Street) from Preston Road to Custer Road. (Engineering/JB)

14. Consider and act upon adoption of **Resolution 12-01-15R** authorizing the City Manager to execute the Escrow Agreement by and between the City of Frisco and United Frankford Ltd. to provide funding for the construction of left and right turn lanes in conjunction with the construction of FM 3537 (Main Street) from Preston Road to Custer Road. (Engineering/JB)

15. Consider and act upon adoption of **Resolution 12-01-16R** authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Halff Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for John Hickman Improvements (Preston Road to Ohio Drive). (Engineering/JB)

16. Consider and act upon adoption of **Resolution 12-01-17R** setting Public Hearings on a proposed voluntary annexation of 97.5± acres in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas, generally located on the southeast corner of County Road 26 and Dallas Parkway. Neighborhood #53. Annexation Case A12-0001. (Development Services/MW)

17. Consider and act upon **Resolution 12-01-18R** authorizing the City Manager to Execute an agreement between the City and the Frisco Association for the Arts (Financial Services/AC)

18. Consider and act upon accepting a bid from GCBF, dba Earth Tech, for three water wells located at Harold Bacchus Park, Warren Sports Complex and Frisco Commons and approve **Resolution 12-01-19R** authorizing the City Manager to execute an agreement by and between the City of Frisco and GCBF, dba Earth

Tech. (Parks/DR)

19. Consider and act upon **Resolution 12-01-20R** authorizing the City Manager to execute an agreement by and between the City of Frisco and Bass Site Solutions, LLC for renovations and improvements at Oakbrook Neighborhood Park, Phase 2. (Parks/JED)

20. Consider and act upon approval or a purchase order to Physio Control for technical service support of the City's Lifepak heart monitor/defibrillators and approval of **Resolution 12-01-21R** authorizing the City Manager or his designee to execute a technical service support agreement with Physio Control. (Fire/TJ)

21. Consider and act upon approval of purchase order to Flair Data Systems for the purchase of yearly maintenance and upgrades of the City's Cisco networking equipment and phone system, through the State of Texas Department of Information Resources (DIR) contract. (IT/TJ)

22. Consider and act on **Resolution 12-01-22R** approving a Memorandum of Understanding with Collin County and a joint grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. (Police/GW)

23. Consider and act on **Resolution 12-01-23R** approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. This application is for the 3rd year of funding for a detective. (Police/GW)

24. Consider and act on **Resolution 12-01-24R** approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. This request is for the 2nd year of funding for a detective. (Police/GW)

25. Consider and act on **Resolution 12-01-25R** approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Victims of Crime Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. This is the 3rd year of funding for a part-time Victim Advocate. (Police/GW)

26. Consider and act on **Resolution 12-01-26R** approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Criminal Justice Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for three Livescan digital fingerprint scanners. (Police/GW)

27. Consider and act on **Resolution 12-01-27R** approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Criminal Justice Grant Program and authorizing the submission of the grant application by the City Manager or his designee. The grant proposal is for the purchase of Electronic Ticket Writers. (Police/GW)

28. Consider and act upon **Resolution 12-01-28R** authorizing the City Manager to execute a Contract of Employment and Authorization of Attorney by and between the City of Frisco and Hayes, Berry, White and Vanzant, L.L.P. (CMO/RP)

29. Consider and act upon **Resolution 12-01-29R** authorizing the City Manager to execute a Retainer Agreement by and between the City of Frisco and Terry D. Morgan and Associates, P.C. (CMO/RP)

30. Consider and act upon **Resolution 12-01-30R** calling for a Public Hearing with regard to amendments to the Tax Incremental Reinvestment Zone #1 Project and Financing Plans. (CMO/NL)

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 and Zoning Commission on any site plan or plat. Any written notice of appeal must be submitted to Development Services. (Development Services)

LEGISLATIVE AGENDA

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

REGULAR AGENDA

32. Consider and act upon setting the Public Hearing to Amend the Impact Fee Ordinance. (Engineering/PK)

Engineering Director Paul Knippel gave an update on the amendment to the

Impact Fee Ordinance that is required by law. Mr. Knippel reported that the update has been in progress over the last year and a draft was previously sent to Council for review. Initial feedback from developers indicated that there was no exception to the draft report but they would like to present their opinions to Council before adoption of the Ordinance. Mr. Knippel asked Council to set a Public Hearing for February 21, 2012 and final adoption would be on March 6, 2012.

Scott Johnson moved to approve setting the Public Hearing to amend the Impact Fee Ordinance. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso moved to Item 36 since Items 34 and 35 would take some time and the audience was waiting for this item.

33. Consider and act upon whether to direct Staff to bring forward a Resolution to order a Special Election to Fill a Vacancy for Place 3. (CSO/JP)

Mayor Maso had asked for this item to be placed back on the agenda to clarify that he doesn't disagree with any of the reasons stated at the last meeting such as too expensive, difficult on potential candidates, too close to Primary and General elections, but after reflection, he couldn't find anywhere that it was not clear that the law stated the city is required by law to hold the election within 120 days of the vacated Place 3 seat. He stated that in the overall scheme of things, it is the right decision to not have an election, but as an officer of the city, he took an oath to uphold the law and felt he needed to at least comment on what the law states regardless of the hardship or cost.

City Secretary Jenny Page explained the proposed dates and possible conflicts in runoff time lines. She stated that she had been asked by Councilman Cheney to inquire with the Secretary of State if a waiver could be granted under the unusual circumstances of this election. Ms. Page replied that she had spoken with an attorney with the Secretary of State's office and was told a waiver was not possible.

Because of the lack of direction in the redistricting appeal, Bob Allen, Pat Fallon, Jeff Cheney and Scott Johnson, were of the opinion that it was not sensible to hold the election and felt they were making a decision in the best interest of the city and spending the citizens money as wisely as possible.

Mayor Maso called for a vote since this was an item calling for action and no motion was made.

Bob Allen moved to recess into Closed Session in compliance with Section 551.074 of the Texas Government Code at 9:09 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to reconvene into Regular Session at 10:49 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

There was no action to take as a result of Closed Session and Mayor Maso moved to Item 37.

34. Consider and act on an appeal of the Planning & Zoning Commission's action on Exide's Vested Rights Petition and the proposed City "Order of the Frisco Planning & Zoning Commission Regarding Vested Rights Petition Submitted by Exide Technologies, Inc., on November 11, 2011, and the Amended Vested Rights Petition Submitted by Exide Technologies, Inc., on December 2, 2011". (JL/RA)

Mayor Maso asked for citizens comments.

Attorney Arthur Anderson 1200 Elm Street, Dallas, Texas, and representing Exide, presented a PowerPoint presentation and stated that typically cities are asking his clients to come into compliance and this is the first time a city has tried to prevent compliance. He continued by stating that Chapter 245 of the Government Code states that at the time of the first permit, a snapshot should be taken of the permits in place and a city cannot impose or enact enforcement of an ordinance that would adversely affect the project. He also referred to the Texas Annexation Act in regard to grandfathering. Mr. Anderson said that he felt there was a misunderstanding of the scope of the requested petition and clarified that Exide's project involving the recycling of batteries and smelting of lead has been in operation for decades with the City's full consent and knowledge. Exide requests under Chapter 245 that the City apply those current and previous development ordinances which will result in the pending site plan application being approved. The petition has been filed without Exide waiving any legal rights. No permits have been produced by the City. Review of the

petition is *de novo*.

Mr. Anderson presented an Order Granting Petition with the following findings:

a. Exide's battery recycling operation, which includes lead smelting, is grandfathered as of 1964, 1977 or earlier date established by permit applications subsequently produced by the city.
b. All of the applications submitted by Exide will be reviewed and approved under the ordinances in effect as of the 1964, 1977 or earlier date established by permits applications subsequently produced by the city. If a subsequent ordinance change is beneficial to Exide, then it will be applied pursuant to §245.002(d).

Exide Plant Manager, Don Barar, 8404 Warren Parkway, #914, Frisco, Texas presented a PowerPoint presentation explaining the new modifications already made and other modifications that are proposed to bring the plant up to the standards set by TCEQ and the EPA, and agreement made with the city in April 2011.

Executive Vice President of Exide, Bruce Cole, 3662 Cape York Trace, Alpharetta, Georgia presented a sampling of a scientific survey done by an independent polling company and sponsored by Exide, reporting that:

- 90% of residents thought that things were going in the right direction in Frisco.
- 94% of residents thought that their quality of life was good to excellent.
- 98% of residents thought that Frisco is a great place to live and raise a family.
- 80% of residents thought that Exide should make the upgrades to the recycling plant.

Mayor Maso moved to Citizen Input at 7:41 p.m. and with no one wishing to speak on any other topic, returned to Item 34.

Frisco City Attorney Richard Abernathy, 1700 Redbud, Suite 300, McKinney, Texas stepped down from the dais and to the podium and begin by reading a headline from the Dallas Morning News stating that Exide is appealing a decision made last month that delays the improvements needed to comply with Federal air quality rules. Mr. Abernathy reported that this was not a true statement and that Exide is appealing its own self initiated Vested Rights petition. Frisco is not delaying Exide from making improvements. The regulations have been known for more than three years and Exide is just now getting around to doing something about it.

Mr. Abernathy continued by stating that:

- Frisco didn't require or request that Exide file a Vested Rights petition and that Exide file the petition for its own benefit, the petition has not slowed any improvements to the plant, and Exide has not submitted any permits to continue.
- Exide is using the Vested Rights petition to circumvent current health and safety regulations and best construction practices.
- If allowed to make improvements shown tonight, Exide will be under codes that were in effect in the 1960's.
- Mr. Barar reports of a binding agreement between Frisco and Exide regarding improvements Exide proposed to make to the facility but Frisco is not aware of any oral or written agreement for Exide to make improvements to the facility and challenges Mr. Barar to produce the agreement to the city.
- Harper vs. Austin case does not have a final decision and the case is based on the initial submission of a permit. Exide was constructed before it was annexed into Frisco and therefore was a nonconforming use when annexed in September 1964.
- Mr. Anderson has requested copies of permits and Certificates of Occupancy but since Exide has publicly stated that they are considering litigation against Frisco, it would not be responsible for the city to produce the documents when pursuant to the Public Information Act, the city is allowed to ask the Attorney General's office for permission to withhold them and has been granted permission.

Mr. Abernathy gave several other reasons why Exide's claims were unfounded and recommended that Council deny the Vested Rights petition.

Mayor Maso allowed citizen input and limited time to three minutes.

Citizens that spoke in favor of Item 34:

Arturo Canales, 247 E. SW Parkway #709, Lewisville, Texas

Laurel A. Johnson, 1031 Ridgecrest Dr., McKinney, Texas

Samuel Hopkins, 6350 Keller Springs Rd. #582, Dallas, Texas

David Jesurun, 11300 Huntington Rd., Frisco, Texas

Randy West, 2963 Townsend Drive, Dallas, Texas

Robert Garcia, 9425 Rolater Road, Frisco, Texas

Eduardo Salazar, 5940 Madison Dr., The Colony, Texas

Eduardo Salazar Jr., 2384 Morningside Dr., Little Elm, Texas

Jennifer Layton, 97175 Sycamore St., Little Elm, Texas

Steven Lewis, 12616 Joplin Drive, Frisco, Texas

Raymond Dimas, 9621 Williford Drive, Frisco, Texas

Rick Conner, 132 Cottonwood Trail, Oak Point, Texas

Wendy Platt, 8525 Scott Circle, Frisco, Texas

In favor of Item 34 but did not wish to speak:

Napoleon Poga, 316 Ildlewyld, Mesquite, Texas

Lori Cross, 767 Peggy Lane, Gunter, Texas

Ricky Waldsmith, 122 Whispering Winds, Gunter, Texas

Dione Vaughan, 3550 Timberglen Rd., Dallas, Texas

Monica Malencia

Debbie OBier, P. O. Box 692, Gunter, Texas

Heather OBier, 2824 Saddlebred Trail, Celina, Texas

Bobbie Thomas, 1040 FM 720, Frisco, Texas

Garry Thomas, 1040 FM 720, Frisco, Texas

Chris Valencia, 1062 Port Aransas Drive, Little Elm, Texas

James Ortega, 24042 County View Drive, Aubrey, Texas

Kimberly Rodriguez, 4510 N. Horseshoe Trail, The Colony, Texas

Sarah Panizzl, 7912 Brijetta Drive, Frisco, Texas

Scott Johnson moved to deny Item 34 and approve an **Order** as presented. Pat

Fallon seconded the motion. (The Order was presented at the meeting and attached as Exhibit A)

Passed

Vote: 5 – 0

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

Against: (None)

35. Consider and act upon requesting the Board of Adjustment to consider establishing a compliance date for the nonconforming use(s) located at Exide. (CMO/RA)

Mr. Abernathy explained that section 6.10 of the Zoning Ordinance provides that Council can ask the Board of Adjustments (BOA) to comply with the ordinance and to consider establishing a compliance date for nonconforming uses and locations (Exide). It requires two hearings and if approved tonight, the BOA would be notified to schedule hearings, and coordinate with Exide. A vote tonight does not mean that here would be an amortization of Exide. The BOA will present their findings before moving forward with amortization.

Speakers in support of Item 35:

Jeannette Sardin, 2716 Dearborn Lane, Frisco, Texas

Kerrie Kimberling, 209 S. Lois Lane, Richardson, Texas

Jim Vankirk, 9903 Max Lane, Frisco, Texas

Bea Warner, 9903 Max Lane, Frisco, Texas

Shiby Matthew, Clear Field Lane, Frisco, Texas

Meghan Green, 9428 Pendleton Court, Frisco, Texas

Jim Schermbeck, P. O. Box 75382, Dallas, Texas, representing Downwinders at Risk, Inc.

Eileen Canavan, 10213 Forrest Drive, Frisco, Texas

Henrik Ax, 7922 Rasor Drive, Frisco, Texas

Colette McCadden, 15889 Riverside Drive, Frisco, Texas

Speakers in Item 34 that were in opposition to Item 35:

Arthur Anderson 1200 Elm Street, Dallas, Texas

Don Barar, 8404 Warren Parkway, #914, Frisco, Texas

Bruce Cole, 3662 Cape York Trace, Alpharetta, Georgia

Napoleon Poga, 316 Ildlewyld, Mesquite, Texas

Lori Cross, 767 Peggy Lane, Gunter, Texas

Ricky Waldsmith, 122 Whispering Winds, Gunter, Texas

Dione Vaughan, 3550 Timberglen Rd., Dallas, Texas

Monica Malencia

Debbie OBier, P. O. Box 692, Gunter, Texas

Heather OBier, 2824 Saddlebred Trail, Celina, Texas

Bobbie Thomas, 1040 FM 720, Frisco, Texas

Garry Thomas, 1040 FM 720, Frisco, Texas

Chris Valencia, 1062 Port Aransas Drive, Little Elm, Texas

James Ortega, 24042 County View Drive, Aubrey, Texas

Kimberly Rodriguez, 4510 N. Horseshoe Trail, The Colony, Texas

Scott Johnson moved to approve requesting the Board of Adjustment to consider establishing a compliance date for the nonconforming use(s) located at Exide. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso continued with Item 33.

36. Consider and act upon approval of a Development Agreement between Stewart Creek Villas, LP and the City of Frisco, Texas and authorize the City Manager to execute the Agreement and to take all steps necessary to effectuate the same.

Tabled on 1/3/12 (CMO/DR/RA)

Mr. Abernathy commented that this was related to the Trail Head and the Trail.

Bob Allen moved to approve a Development Agreement between Stewart Creek Villas, LP and the City of Frisco, Texas and authorize the City Manager to execute the Agreement and to take all steps necessary to effectuate the same. John Keating seconded the motion.

Passed

Vote: 4 – 1

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

Against: Scott Johnson

Mayor Maso moved to Item 34 skipping over item 33 until later in the meeting.

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

- BOA shall consider date for non-conforming use.
- Clarified Subcommittees for monthly reports.

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

Mayor Maso gave the Council an A +.

ADJOURN

Pat Fallon moved to approve Adjourn at 10:50 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

_____

Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #12.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager
Mack Borchardt, Fire Chief

From: **John Eaglen, Strategic Services Manager**

Date: **February 7, 2012**

Subject: **Consider and act upon authorization for the City Manager to execute Change Order Number One to the AIA Standard Form of Agreement (AIA document G701-2001) by and between the City of Frisco and CORE Construction Services of Texas, Inc. for Construction Manager at Risk Services for the Frisco Fire Station No. 7**

Action Requested: City Council consideration and approval to authorize the City Manager to execute Change Order Number One to the AIA Standard Form of Agreement (AIA document G701-2001) by and between the City of Frisco and CORE Construction Services of Texas, Inc. ("CORE") of Frisco, Texas, in the amount of $100,000, for the purchase of Furniture, Fixtures and Equipment ("FF&E") for Frisco Fire Station No. 7.

Background Information: City Council approved Resolution No. 11-05-92R at their May 3, 2011 meeting, authorizing the City Manager to execute an AIA Standard Form Agreement (AIA document A133-2009) by and between the City of Frisco and CORE for the construction of Frisco Fire Station No. 7, located at 330 W. Stonebrook Parkway. City Council approved Resolution No. 11-06-122R at their June 23, 2011 meeting, authorizing the City Manager to execute Amendment Number one to the Agreement, establishing a Guaranteed Maximum Price ("GMP") for construction of Frisco Fire Station No. 7. The approved GMP was $3,837,990.

Approval of Change Order Number One to the Agreement incorporates five (5) FF&E allowances into the scope of the Agreement; this places the responsibility for purchasing the FF&E items with CORE. CORE will purchase the FF&E items in compliance with State Law and City purchasing requirements. The cost of Change

Order Number One is $100,000. The FF&E allowances being included into the Agreement consist of allowances for Bedroom Furniture ($30,000), Dayroom Furniture ($10,000), Office Furniture ($15,000), Station No. 7 Training Room ($25,000) and Station No. 7 Fitness Room ($20,000). All of these allowances are included in the Frisco Fire Station No. 7 Project Budget and are within the current budget estimate, therefore additional Project funding is not being requested with the approval of this Change Order.

Alternatives: City Council could consider the following alternatives:

- Authorize the City Manager to execute Change Order Number One;
- Input towards the discussion as desired;
- Deny authorization to execute Change Order Number One and send back to staff with direction.

Financial Considerations: Funding for the design, construction and the purchase of FF&E for Frisco Fire Station No. 7 is available in the 2011 General Obligation Bond funds. These FF&E allowances are included in the Frisco Fire Station No. 7 Project Budget and are within the current budget estimate, therefore additional Project funding is not being requested with this Change Order.

Legal Review: Not Applicable.

Supporting Documents: Supporting Documents include the following items:

- Copy of Change Order Number One.

Staff Recommendation: Staff recommends placement of this item on the February 7, 2012 City Council meeting agenda and recommends that City Council authorize the City Manager to execute Change Order Number One to the Agreement, totaling $100,000, for the purchase of FF&E items for Frisco Fire Station No. 7. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Frisco Fire Station No. 7
330 W. Stonebrook Pkwy
Frisco, Texas

TO CONTRACTOR *(Name and address)*:
CORE Construction Services of Texas, Inc.
10625 North County Road
Frisco, Texas 75033

CHANGE ORDER NUMBER: 001
DATE: 01/26/12

ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE: April 04, 2011
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add $100,000 to the construction contract to furnish and install the Owner-requested furniture and equipment
- $30,000 bedroom furniture allowance
- $10,000 dayroom furniture allowance
- $15,000 office furniture allowance
- $25,000 training room furniture allowance
- $20,000 fitness room allowance

The original Contract Sum was	$	3,837,990.00
The net change by previously authorized Change Orders	$	
The Contract Sum prior to this Change Order was	$	3,837,990.00
The Contract Sum will be increased by this Change Order in the amount of	$	100,000.00
The new Contract Sum including this Change Order will be	$	3,937,990.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is April 30, 2012

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects Phelps Wood	CORE Construction Services of Texas, Inc.	City of Frisco
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
8992 Taft Powell Rd., Frisco, Texas 75035	10625 North County Road, Frisco, Texas 75033	6101 Frisco Square Blvd., Frisco, Texas 75034
ADDRESS	**ADDRESS**	**ADDRESS**
Lawrence W Wood	Steve E Gross	
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
LAWRENCE W WOOD	Steve E. Gross	
(Typed name)	*(Typed name)*	*(Typed name)*
1/26/12	1/26/12	
DATE	**DATE**	**DATE**

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User Notes:
(2051822953)

February 7, 2012

CORE CONSTRUCTION

PROJECT: *FRISCO FIRE STATION No. 7*
LOCATION: FRISCO, TEXAS
ARCHITECT: Architects Phelps / Wood
ADDENDA: THREE

BID DATE: May 24, 2011
BID TIME: 2:00:00 PM

		DESCRIPTION	BASE BID - FRISCO FIRE STATION NO. 7	ALTERNATE #1 Provide Gas Line Extension from Property Line up to Designated Meter Location nearer building per Drawings ILO Connecting at meter provided by Utility Company at Property Line. Base Bid is to connect meter near the Building	ALTERNATE #2 Utilize Option 2 - Water Pressure injection for the Building Pad Preparation and entire Site Paving. ILO Option 1 Moisture Conditioning. Option 1 Moisture Conditioning will be Base Bid at the Building and entire Site Paving. Follow SN on S1.1	ALTERNATE #4 Delete Cohesive Automation Controls and provide Ten (10) Programmable Thermostats.	PROJECT COST / SQUARE FT	PERCENT OF TOTAL	TOTAL GUARANTEED MAXIMUM PRICE
1	GC	GENERAL CONDITIONS	$ 307,593				$ 21.09	7.81%	$ 307,593
2	ALLOW	ALLOWANCES	$ 25,000				$ 1.71	0.63%	$ 25,000
3	TP02A	EXCAVATION, EARTHWORK & SITE CLE	$ 260,217		$ (47,874.00)		$ 14.56	5.39%	$ 212,343
4	TP02B	SITE UTILITIES	$ 185,003				$ 12.69	4.70%	$ 185,003
5	TP02C	LANDSCAPE & IRRIGATION	$ 55,050				$ 3.78	1.40%	$ 55,050
6	TP02D	FENCING & GATES	$ -				$ -	0.00%	$ -
7	TP02E	SITE SIGNAGE & PAVEMENT MARKINGS	$ 5,428				$ 0.37	0.14%	$ 5,428
8	TP02F	TERMITE TREATMENT	$ 685				$ 0.05	0.02%	$ 685
9	TP02G	SURVEYING & ENGINEERING	$ 10,000				$ 0.69	0.25%	$ 10,000
10	TP02H	TEMPORARY FENCING	$ 5,326				$ 0.37	0.14%	$ 5,326
11	TP03A	CONCRETE	$ 770,236				$ 52.82	19.56%	$ 770,236
12	TP03B	DIAMOND POLISHING CONCRETE FLOORS	$ 13,967				$ 0.96	0.35%	$ 13,967
13	TP04A	MASONRY	$ 224,217				$ 15.38	5.69%	$ 224,217
14	TP05A	STRUCTURAL STEEL & MISCELLANEOUS STEEL	$ 351,089				$ 24.08	8.92%	$ 351,089
15	TP06A	FINISH CARPENTRY & MILLWORK	$ 60,500				$ 4.15	1.54%	$ 60,500
16	TP07A	WATERPROOFING & SEALANTS	$ 29,119				$ 2.00	0.74%	$ 29,119
17	TP07B	STANDING SEAM METAL ROOFING & METAL W	$ 151,720				$ 10.40	3.85%	$ 151,720
18	TP07C	POLYICYNENE SPRAY INSULATION	$ 11,500				$ 0.79	0.29%	$ 11,500
19	TP07D	EXTERIOR INSULATION & FINISH SYSTEMS	$ 2,809				$ 0.19	0.07%	$ 2,809
20	TP08A	DOORS, FRAMES & HARDWARE	$ 44,675				$ 3.06	1.13%	$ 44,675
21	TP08B	GLASS & GLAZING	$ 44,129				$ 3.03	1.12%	$ 44,129
22	TP08C	SECTIONAL DOORS	$ 37,440				$ 2.57	0.95%	$ 37,440
23	TP09A	GYPSUM BOARD & ACOUSTICAL SYSTEMS	$ 133,148				$ 9.13	3.38%	$ 133,148
24	TP09B	TILING	$ 38,688				$ 2.65	0.98%	$ 38,688
25	TP09C	RESILIENT ATHLETIC FLOORING	$ 2,590				$ 0.18	0.07%	$ 2,590
26	TP09D	RESILIENT FLOORING & CARPETING	$ 20,080				$ 1.38	0.51%	$ 20,080
27	TP09E	RESINOUS FLOORING (ALT)	$ -				$ -	0.00%	$ -
28	TP09F	PAINTING, STAINING AND COATINGS	$ 28,109				$ 1.93	0.71%	$ 28,109
29	TP10A	SIGNAGE	$ 30,256				$ 2.07	0.77%	$ 30,256
30	TP10B	CORNER & WALLS GUARDS	$ 635				$ 0.04	0.02%	$ 635
31	TP10C	TOILET, BATH & LAUNDRY ACCESSORIES	$ 8,239				$ 0.57	0.21%	$ 8,239
32	TP10D	FIRE PROTECTION SPECIALTIES	$ 1,603				$ 0.11	0.04%	$ 1,603
33	TP10E	AUTOMATIC EXTERNAL DEFIBRILATOR (AED)/	$ 5,520				$ 0.38	0.14%	$ 5,520
34	TP10F	BUNKER GEAR LOCKERS / HOSE REELS	$ 18,227				$ 1.25	0.46%	$ 18,227
35	TP10G	WIRE SHELVING	$ -				$ -	0.00%	$ -
36	TP10H	FLAGPOLES	$ 8,198				$ 0.56	0.21%	$ 8,198
37	TP10I	LOUVERS & VENTS	$ 3,957				$ 0.27	0.10%	$ 3,957
38	TP10J	MISCELLANEOUS SPECIALTIES	$ 17,895				$ 1.23	0.45%	$ 17,895
39	TP10K	CANOPY & SUNSCREEN	$ 14,636				$ 1.00	0.37%	$ 14,636
40	TP10L	INSTALLATION OF SPECIALTY ITEMS	$ -				$ -	0.00%	$ -
41	TP11A	APPLIANCES	$ 35,465				$ 2.43	0.90%	$ 35,465
42	TP11B	STAINLESS STEEL TABLES & COUNTERTOPS	$ 12,750				$ 0.87	0.32%	$ 12,750
43	TP11C	PROJECTION SCREENS	$ 2,689				$ 0.18	0.07%	$ 2,689
44	TP12A	FURNISHINGS - DORM LOCKER	$ -				$ -	0.00%	$ -
45	TP12B	ART HANGING & DISPLAY SYSTEMS	$ 1,500				$ 0.10	0.04%	$ 1,500
46	TP12C	WINDOW TREATMENTS	$ 1,325				$ 0.09	0.03%	$ 1,325
47	TP15A	FIRE SPRINKLER SYSTEM	$ 22,250				$ 1.53	0.57%	$ 22,250
48	TP15B	PLUMBING	$ 185,013	$ 3,655.00			$ 12.94	4.79%	$ 188,668
49	TP15C	HVAC	$ 237,262			$ (56,000.00)	$ 12.43	4.60%	$ 181,262
50	TP16A	ELECTRICAL	$ 352,460				$ 24.17	8.95%	$ 352,460
51	TP17A	VOICE / DATA CABLING / PHONE HARDWARE	$ 20,000				$ 1.37	0.51%	$ 20,000
52	TP17B	SECURITY ACCESS CONTROLS	$ 20,000				$ 1.37	0.51%	$ 20,000
53	**2/7/2012**	**CHANGE ORDER NO. 1**							
53.1	ALLOWBDRM	BEDROOM FURNITURE ALLOWANCE	$ 30,000				$ 2.06	0.79%	$ 30,000
53.2	ALLOWDYRM	DAYROOM FURNITURE ALLOWANCE	$ 10,000				$ 0.69	0.26%	$ 10,000
53.3	ALLOWOFFC	OFFICE FURNITURE ALLOWANCE	$ 15,000				$ 1.03	0.39%	$ 15,000
53.4	ALLOWTRRM	TRAINING ROOM FURNITURE ALLOWANCE	$ 25,000				$ 1.71	0.65%	$ 25,000
53.5	ALLOWFTRM	FITNESS ROOM ALLOWANCE	$ 20,000				$ 1.37	0.52%	$ 20,000
54		**TOTALS**	**$ 3,918,198**	**$ 3,655**	**$ (47,874)**	**$ (56,000)**	**$ 261.83**	**97.00%**	**$ 3,817,979**
55	CALL	BUILDING PERMIT	BY OWNER	BY OWNER	BY OWNER	BY OWNER			BY OWNER
56	0	OWNERS & CONTRACTORS LIAB/1000	$ -	$ -	$ -	$ -			$ -
57	0.004	GENERAL LIABILITY INSURANCE	$ 15,884	$ 15	$ (199)	$ (223)	$ 1.06	0.39%	$ 15,467
58	0.009	BUILDER'S RISK INSURANCE/100/MONTH	$ 3,574	$ 3	$ (45)	$ (52)	$ 0.24	0.09%	$ 3,480
59	YES	PAYMENT & PERFORMANCE BONDS	$ 28,442	$ 29	$ (376)	$ (40)	$ 1.90	0.70%	$ 27,655
60		COST OF WORK	$ 3,966,098	$ 3,702	$ (48,494)	$ (56,725)	$ 253.47	95.60%	$ 3,764,581
61	1.95%	CONTRACTOR'S OVERHEAD	$ 75,389	$ 72	$ (946)	$ (1,106)	$ 5.03	1.86%	$ 73,409
62	1.95%	ALTERNATE MARKUP							
63		ACTUAL TOTAL BID AMOUNT	$ 4,041,487	$ 3,775	$ (49,439)	$ (57,831)	$ 263.20	97.46%	$ 3,837,990
64		ACTUAL GC'S / OVERHEAD PERCENTAGE	9.72%						
65		**TOTALS**	**$ 4,041,487**	**$ 3,775**	**$ (49,439)**	**$ (57,831)**	**$ 270.06**	**100.00%**	**$ 3,937,990**

CONTRACT SUMMARY	
TOTAL BASE BID	$ 4,041,487
ALTERNATE #1 **ADDITION**	$ 3,775.00
ALTERNATE #2 **DEDUCTION**	$ (49,439.00)
ALTERNATE #4 **DEDUCTION**	$ (57,831.00)
ORIGINAL GUARANTEED MAXIMUM PRICE	$ 3,837,990.00
CHANGE ORDER NO. 1	**$ 100,000.00**
REVISED GUARANTEED MAXIMUM PRICE	$ 3,937,990.00

AGENDA ITEM #13.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/24/2012**

Agenda Caption: **Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150'± west of County Road 26. Neighborhood #53. Annexation Case A12-0002.**

Action Requested: City Council adoption of a Resolution calling for public hearings on the proposed voluntary annexation for Tuesday, March 6, 2012 and Tuesday, March 20, 2012.

Background Information: This is a voluntary annexation case submitted by Forest/380 Partners, LP. The property is directly adjacent to the City's corporate limits on the east and is vacant.

Board Review/Citizen Input: Not applicable.

Alternatives: The City Council could choose not to adopt the Resolution, therefore not initiating the annexation process.

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:

- Resolution
- Locator Map

Staff Recommendation: City Council adoption of the Resolution initiating the annexation process.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS SETTING A DATE, TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED VOLUNTARY ANNEXATION OF CERTAIN PROPERTY CONTAINING 33.0 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147 COLLIN COUNTY, TEXAS, BY THE CITY OF FRISCO, TEXAS AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO NOTIFY THE PUBLIC OF SUCH PUBLIC HEARINGS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF. (ANNEXATION CASE A12-0002)

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

Section 1. On the 6th day of March, 2012 at 6:30 p.m. and on the 20th day of March, 2012 at 6:30 p.m. in the City Council Chamber of the Frisco City Hall, 6101 Frisco Square Boulevard, City of Frisco, Texas, the City Council will hold public hearings giving all interested persons the right to appear and be heard on a proposed voluntary annexation by the City of Frisco, Texas of the property containing 33.0 acres, more or less, situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas. Annexation Case A12-0002.

Section 2. The Mayor or his designee, of the City of Frisco, Texas, is hereby authorized and directed to cause notice of such hearing to be published in a newspaper having general circulation in the city and in the above described territory not more than twenty days or less than ten days prior to the date of such hearings, in accordance with the Municipal Annexation Act (Chapter 43, Texas Local Government Code) and to be provided as otherwise required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on the 7th day of February, 2012.

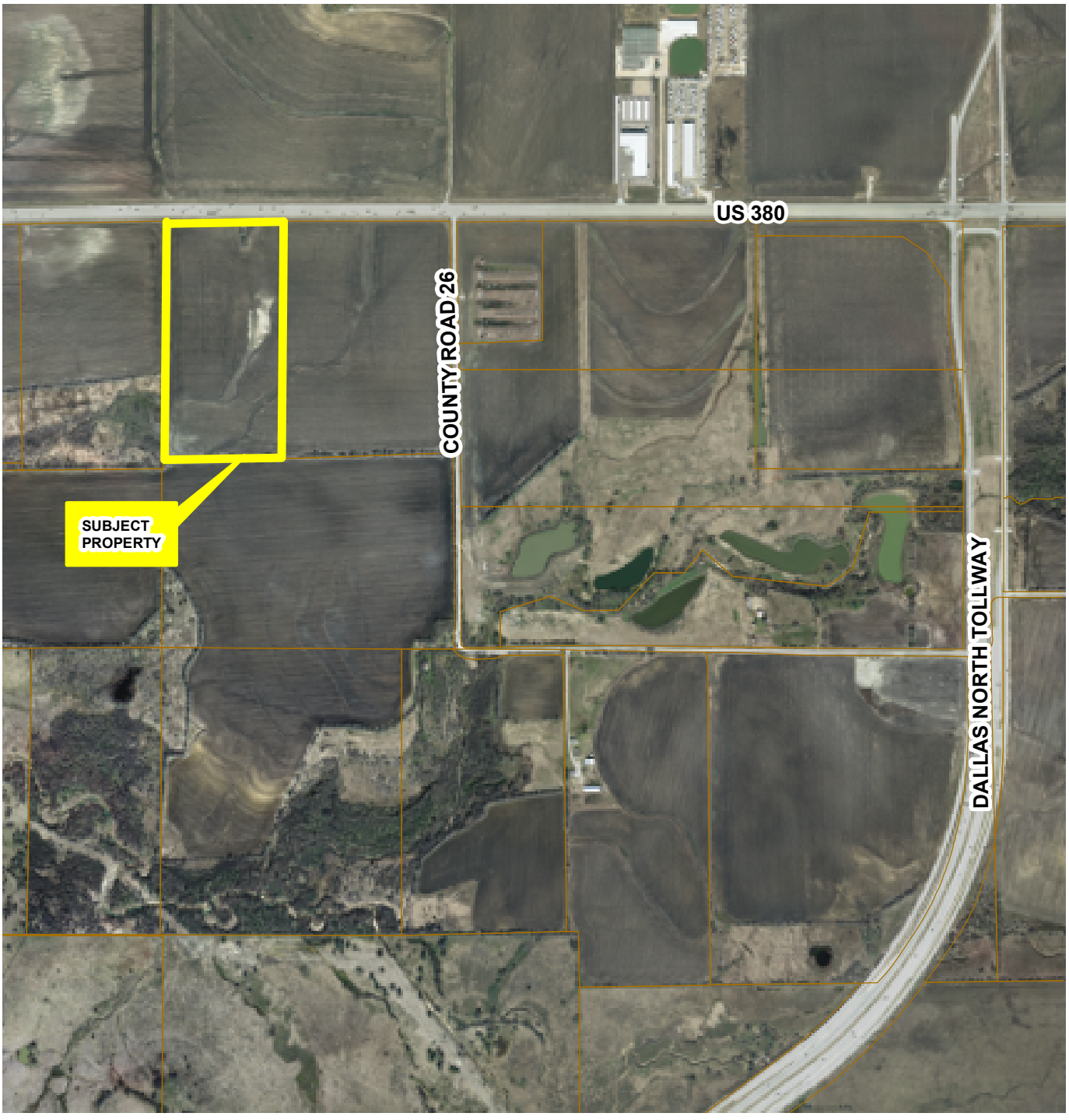
_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

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A12-0002
Collin County School Survey
ABST No 147



AGENDA ITEM #14.

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: **February 7, 2012**

Subject: **Consider and act upon award of bid to Jim Bowman Construction Co. L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for a Traffic Signal on Main Street at Kyser Way (Bid No. 1212-027).**

Action Requested: Staff requests that City Council consider and act upon award of bid to Jim Bowman Construction Co. L.P., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $291,601 for a Traffic Signal on Main Street at Kyser Way (Bid No. 1212-027).

Background Information: A total of two responsible bids were opened on January 12, 2012 at 2:05 PM with Jim Bowman Construction Co. L.P. being the lowest bidder. Award of this bid to Jim Bowman Construction Co. L.P. will result in the construction of one permanent traffic signal on Main Street at Kyser Way, and the reconstruction of the median noses and left turn lanes on Main Street at this intersection.

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

Construction of this project is expected to begin in late February 2012. The construction contract specifies completion within 90 days.

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 the new traffic signal on Main Street at Kyser Way.

Legal Review: Standard Construction Services Agreement.

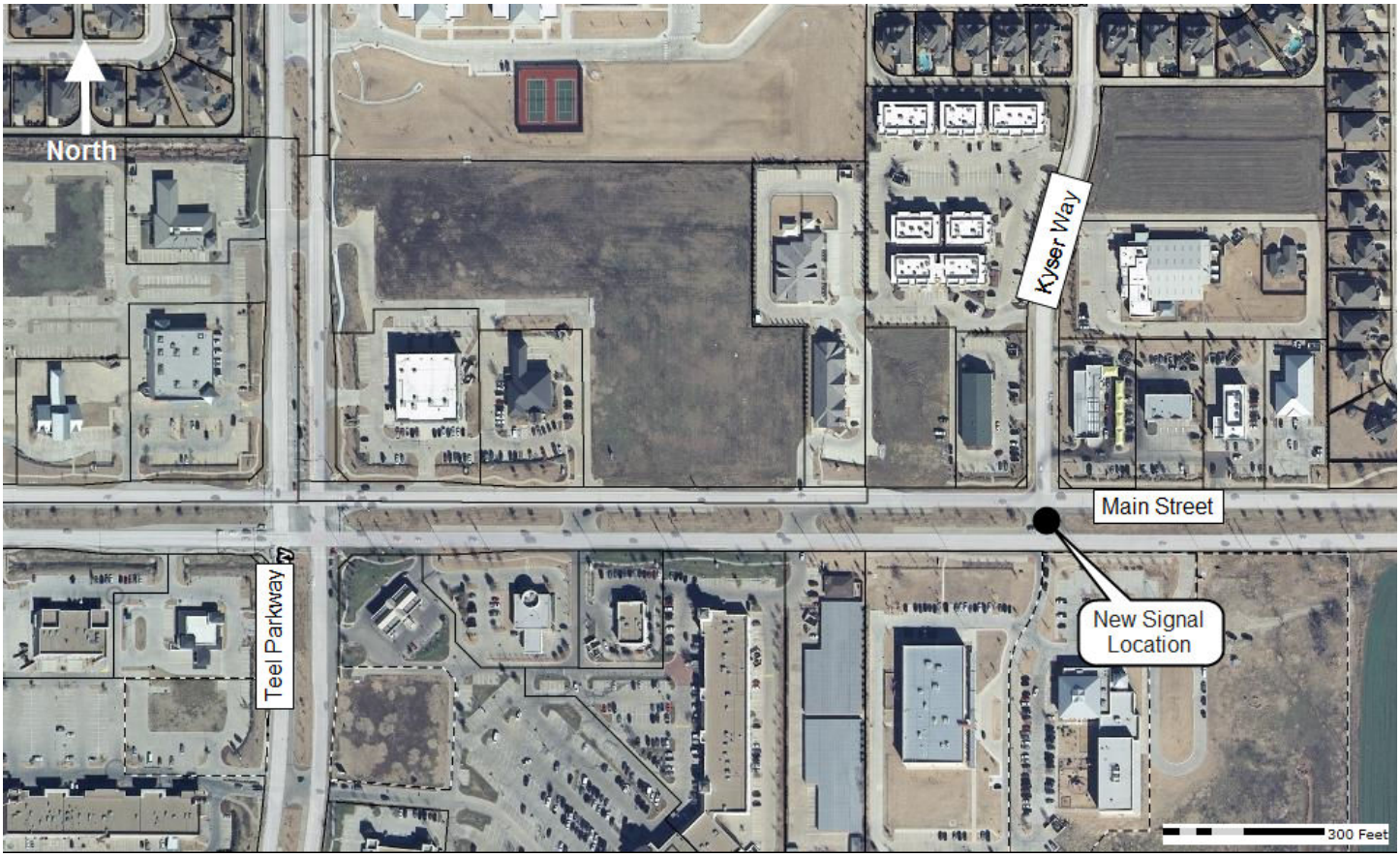
Supporting Documents:

- Location Map
- Bid Totals
- Resolution

Staff Recommendation: Staff recommends approving the award of the bid to Jim Bowman Construction Co. L.P., and approving a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services in the amount of $291,601 for a traffic signal on Main Street at Kyser Way (Bid No. 1212-027). Staff will be available during the meeting to address any questions regarding this agenda item.

FRISCO
PROGRESS IN MOTION

LOCATION MAP
TRAFFIC SIGNAL ON MAIN STREET AT KYSER WAY



TRAFFIC SIGNAL INSTALLATION - ENGINEER'S OPINION OF PROBABLE COST
Main Street at Kyser Way

Item No.	Description	Unit	Main at Kyser	Total Quantity	Engineer's Estimate		Jim Bowman Construction		Ed A Wilson Const.	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
416	DRILL SHAFT (36 IN) (TRF SIG POLE)	l.f.	39	39.0	$180.00	$7,020.00	$180.00	$7,020.00	$275.00	$10,725.00
416	DRILL SHAFT (48 IN) (TRF SIG POLE)	l.f.	22	22.0	$250.00	$5,500.00	$210.00	$4,620.00	$475.00	$10,450.00
500	MOBILIZATION	l.s.	1	1.0	$8,785.68	$8,785.68	$13,000.00	$13,000.00	$30,000.00	$30,000.00
502	BARRICADES, SIGNS & TRAFFIC HANDLING	mo	3	3.0	$2,000.00	$6,000.00	$1,600.00	$4,800.00	$7,500.00	$22,500.00
531	CURB RAMP (TY 1)	each	2	2.0	$1,200.00	$2,400.00	$6,500.00	$13,000.00	$1,200.00	$2,400.00
531	CURB RAMP (TY 7)	each	4	4.0	$1,200.00	$4,800.00	$700.00	$2,800.00	$1,100.00	$4,400.00
618	CONDT (PVC) (SCHD 40) (2")	l.f.	425.0	425.0	$6.00	$2,550.00	$5.00	$2,125.00	$9.00	$3,825.00
618	CONDT (PVC) (SCHD 40) (2") (BORE)	l.f.	390.0	390.0	$14.00	$5,460.00	$6.00	$2,340.00	$16.50	$6,435.00
618	CONDT (PVC) (SCHD 40) (3")	l.f.	195.0	195.0	$7.00	$1,365.00	$8.00	$1,560.00	$11.00	$2,145.00
618	CONDT (PVC) (SCHD 40) (4")	l.f.	145.0	145.0	$8.00	$1,160.00	$10.00	$1,450.00	$12.00	$1,740.00
618	CONDT (PVC) (SCHD 40) (4") (BORE)	l.f.	345.0	345.0	$17.50	$6,037.50	$18.00	$6,210.00	$25.00	$8,625.00
620	ELEC CONDUCTOR (NO. 4) INSULATED	l.f.	620.0	620.0	$1.50	$930.00	$2.00	$1,240.00	$2.00	$1,240.00
620	ELEC CONDUCTOR (NO. 6) BARE	l.f.	1,765.0	1,765.0	$1.00	$1,765.00	$1.00	$1,765.00	$1.00	$1,765.00
620	ELEC CONDUCTOR (NO. 6) INSULATED	l.f.	700.0	700.0	$1.50	$1,050.00	$1.00	$700.00	$1.50	$1,050.00
620	ELEC CONDUCTOR (NO. 8) INSULATED	l.f.	3,900.0	3,900.0	$1.25	$4,875.00	$1.00	$3,900.00	$1.00	$3,900.00
620	ELEC CONDUCTOR (NO. 12) INSULATED	l.f.	620.0	620.0	$1.00	$620.00	$1.00	$620.00	$0.60	$372.00
624	GROUND BOX TY C (162911) W/APRON	each	9	9.0	$700.00	$6,300.00	$680.00	$6,120.00	$950.00	$8,550.00
628	ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U)	each	1	1.0	$2,000.00	$2,000.00	$1,200.00	$1,200.00	$2,100.00	$2,100.00
666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	l.f.	1,032	1,032.0	$0.50	$516.00	$0.80	$825.60	$1.25	$1,290.00
666	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	l.f.	295	295.0	$1.00	$295.00	$1.60	$472.00	$2.00	$590.00
666	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	l.f.	348	348.0	$2.75	$957.00	$2.40	$835.20	$3.50	$1,218.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	l.f.	446	446.0	$5.50	$2,453.00	$4.80	$2,140.80	$6.50	$2,899.00
666	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	each	8	8.0	$100.00	$800.00	$95.00	$760.00	$125.00	$1,000.00
666	REFL PAV MRK TY I (W) (WORD) (100 MIL)	each	5	5.0	$132.00	$660.00	$100.00	$500.00	$150.00	$750.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	l.f.	631	631.0	$0.50	$315.50	$0.80	$504.80	$1.50	$946.50
666	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	l.f.	83	83.0	$3.00	$249.00	$2.40	$199.20	$3.50	$290.50
666	REFL PAV MRK TY II (W) 4" (SLD)	l.f.	1,032	1,032.0	$0.50	$516.00	$0.10	$103.20	$0.25	$258.00
666	REFL PAV MRK TY II (W) 8" (SLD)	l.f.	295	295.0	$0.50	$147.50	$0.20	$59.00	$0.25	$73.75
666	REFL PAV MRK TY II (W) 12" (SLD)	l.f.	348	348.0	$1.00	$348.00	$0.30	$104.40	$0.25	$87.00
666	REFL PAV MRK TY II (W) 24" (SLD)	l.f.	446	446.0	$2.50	$1,115.00	$0.60	$267.60	$0.25	$111.50
666	REFL PAV MRK TY II (W) (ARROW)	each	8	8.0	$48.00	$384.00	$10.00	$80.00	$15.00	$120.00
666	REFL PAV MRK TY II (W) (WORD)	each	5	5.0	$51.00	$255.00	$10.00	$50.00	$15.00	$75.00
666	REFL PAV MRK TY II (Y) 4" (SLD)	l.f.	631	631.0	$0.50	$315.50	$0.10	$63.10	$0.25	$157.75
666	REFL PAV MRK TY II (Y) 12" (SLD)	l.f.	83	83.0	$1.00	$83.00	$0.30	$24.90	$0.25	$20.75
672	RAISED PAVEMENT MARKERS (TY II-C-R)	each	54	54.0	$3.00	$162.00	$5.00	$270.00	$5.00	$270.00
677	REMOVE REFL PAV MRK & MRKS (ARROW)	each	2	2.0	$47.00	$94.00	$70.00	$140.00	$250.00	$500.00
678	PAV SURF PREP FOR MRK (4")	l.f.	1,663	1,663.0	$0.25	$415.75	$0.10	$166.30	$0.25	$415.75
678	PAV SURF PREP FOR MRK (8")	l.f.	295	295.0	$0.25	$73.75	$0.20	$59.00	$0.25	$73.75
678	PAV SURF PREP FOR MRK (12")	l.f.	431	431.0	$0.50	$215.50	$0.30	$129.30	$0.25	$107.75
678	PAV SURF PREP FOR MRK (24")	l.f.	446	446.0	$0.50	$223.00	$0.60	$267.60	$0.25	$111.50
678	PAV SURF PREP FOR MRK (ARROW)	each	8	8.0	$14.00	$112.00	$10.00	$80.00	$25.00	$200.00
678	PAV SURF PREP FOR MRK (WORD)	each	5	5.0	$16.00	$80.00	$10.00	$50.00	$25.00	$125.00
680	INSTALL HWY TRAF SIG (ISOLATED)	each	1	1.0	$10,000.00	$10,000.00	$38,000.00	$38,000.00	$30,000.00	$30,000.00
684	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	l.f.	395	395.0	$1.50	$592.50	$1.00	$395.00	$1.50	$592.50
684	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	l.f.	275.0	275.0	$1.75	$481.25	$1.00	$275.00	$1.50	$412.50
684	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	l.f.	950.0	950.0	$2.00	$1,900.00	$2.50	$2,375.00	$2.25	$2,137.50
684	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	l.f.	315.0	315.0	$4.00	$1,260.00	$3.00	$945.00	$4.75	$1,496.25
684	TRF SIG CBL (TY A) (14 AWG) (25 CONDR)	l.f.	245.0	245.0	$5.00	$1,225.00	$4.00	$980.00	$6.00	$1,470.00
687	PEDESTAL POLE ASSEMBLY	each	6.0	6.0	$1,300.00	$7,800.00	$1,200.00	$7,200.00	$1,900.00	$11,400.00
	ENFORCEMENT LAMPS (PELCO SM-0286 OR EQUAL)	each	4.0	4.0	$250.00	$1,000.00	$200.00	$800.00	$250.00	$1,000.00
	REMOVE EXISTING CONCRETE (CURB & GUTTER)	l.f.	1,070.0	1,070.0	$10.00	$10,700.00	$4.10	$4,387.00	$6.00	$6,420.00
	REMOVE EXISTING CONCRETE PAVEMENT	s.y.	157.0	157.0	$20.00	$3,140.00	$17.00	$2,669.00	$25.00	$3,925.00
	RELOCATE MEDIAN TREES	each	7.0	7.0	$600.00	$4,200.00	$525.00	$3,675.00	$1,800.00	$12,600.00
	REMOVE AND DISPOSE OF MEDIAN TREES	each	3.0	3.0	$450.00	$1,350.00	$240.00	$720.00	$400.00	$1,200.00
	BLOCK SOD (BERMUDA)	s.y.	220.0	220.0	$5.00	$1,100.00	$4.75	$1,045.00	$10.00	$2,200.00
	ADJUST IRRIGATION SYSTEM	LS	1.0	1.0	$4,000.00	$4,000.00	$4,200.00	$4,200.00	$4,000.00	$4,000.00
	REMOVE EXISTING SIDEWALK	s.y.	74.0	74.0	$20.00	$1,480.00	$12.00	$888.00	$20.00	$1,480.00
	LIME TREATED SUBGRADE (12" THICK)	s.y.	1,365.0	1,365.0	$4.00	$5,460.00	$10.00	$13,650.00	$19.00	$25,935.00
	CONCRETE PAVEMENT (REINFORCED) (10") (4,000 PSI, COMP)	s.y.	1,265.0	1,265.0	$50.00	$63,250.00	$77.00	$97,405.00	$69.50	$87,917.50
	LANDSCAPE PAVERS	LS	1.0	1.0	$3,000.00	$3,000.00	$2,950.00	$2,950.00	$5,000.00	$5,000.00
	MONOLITHIC CONCRETE CURB (6" HIGH)	l.f.	900.0	900.0	$3.50	$3,150.00	$2.40	$2,160.00	$3.00	$2,700.00
	SIDEWALK (REINFORCED) (6") (3,600 PSI)	s.y.	100.0	100.0	$45.00	$4,500.00	$42.60	$4,260.00	$50.00	$5,000.00
	TRAFFIC SIGNAL CONTINGENCY	each	1	1.0	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
					Total	**$228,992.43**		**$291,601.00**		**$360,799.75**

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD FORM OF AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND JIM BOWMAN CONSTRUCTION CO., L.P., FOR THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL ON MAIN STREET AT KYSER WAY.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form of Agreement by and between the City of Frisco and Jim Bowman Construction, Co. L.P., for the construction of a new Traffic Signal on Main Street at Kyser Way, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGENDA ITEM #15.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Toyin Fawehinmi, P.E. Civil Engineer**

Date: **February 7, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute Amendment Number One to the Professional Services Agreement by and between the City of Frisco and Halff Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for Coit Road Improvements (Main Street to North of Eldorado Parkway).**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute Amendment Number One to the Professional Services Agreement by and between the City of Frisco, Texas and Halff Associates, Inc., of Frisco, Texas, in the amount of $27,279.67, to perform Design, Bid Package Preparation, and Construction Administration Services for Coit Road Improvements (Main Street to North of Eldorado Parkway).

Background Information: Halff Associates, Inc. will provide engineering design, bid phase, and construction administration services for the construction of a 4-lane divided thoroughfare (expansion to 6 lanes in the future) within a 120-foot right-of-way from Main Street to north of Eldorado Parkway ending at the south property line of the Frisco ISD site. The total length of road to be designed and constructed is approximately 8,500 feet.

The project includes grading, paving, drainage, sidewalks, street lighting, landscaping and irrigation. Also part of this project will include installing approximately 8,000 lineal feet of 36-inch diameter water main along Coit Road connecting to the existing waterlines per the City's overall water masterplan.

Amendment Number One is for preparation of easement documents, subsurface utility engineering (SUE) for the North Texas Municipal Water District (NTMWD)

water line and Atmos gas line along Eldorado Parkway. This work is necessary to locate the depth of utilities as required by NTMWD and Atmos personnel to check for utility conflicts due to new construction. This will prevent delays during construction of Coit and Eldorado Parkway.

Construction is anticipated to begin in May 2012 and is expected to be completed April 2013.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The cost of Amendment Number One is $ 27,279.67. Staff recommends funding for the Project come from the General Obligation Bonds.

Legal Review: Amendment Number One has been reviewed and approved by the City Attorney's Office as to form and legality.

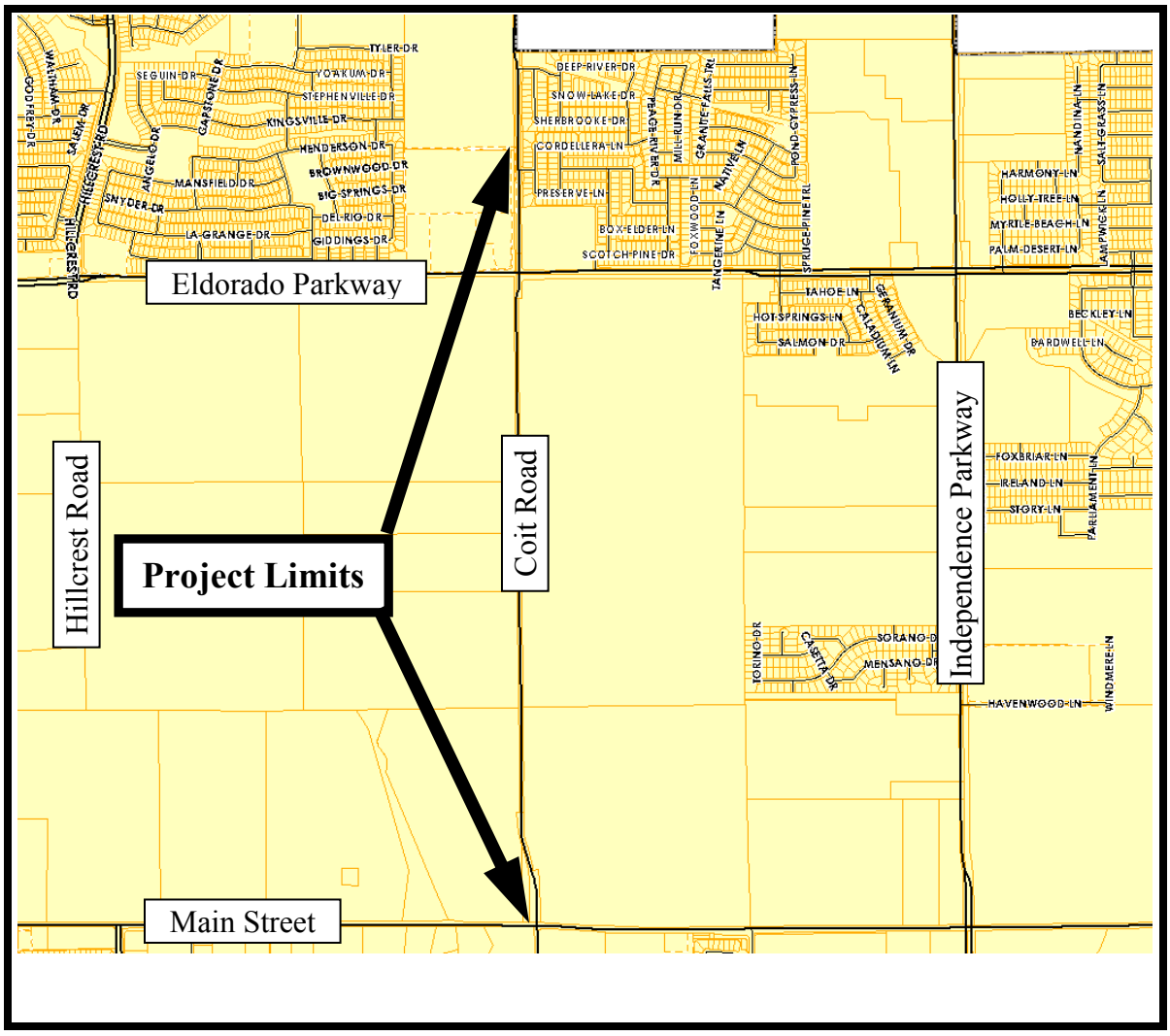
Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Copy of Amendment Number One
- Copy of Resolution

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

FRISCO
PROGRESS IN MOTION

Coit Road Improvements
Professional Services Agreement – Halff Associates, Inc.
Main Street to North of Eldorado Parkway
February 7, 2012



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 AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND HALFF ASSOCIATES, INC. FOR DESIGN, BID PACKAGE PREPARATION, AND CONSTRUCTION ADMINISTRATION SERVICES FOR COIT ROAD IMPROVEMENTS (MAIN STREET TO NORTH OF ELDORADO PARKWAY).

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, Amendment Number One to the Professional Services Agreement by and between The City of Frisco and Halff Associates, Inc. for Design, Bid Package Preparation, and Construction Administration Services for Coit Road Improvements (Main Street to north of Eldorado Parkway), a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AMENDMENT NUMBER ONE

TO AN AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

HALFF ASSOCIATES, INC. (CONSULTANT)

FOR

PROFESSIONAL ENGINEERING SERVICES

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

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 731-4945

and the Consultant: **Halff Associates, Inc.**
3803 Parkwood Boulevard, Suite 800
Frisco, Texas 75034
Telephone: (214) 618-4570
Facsimile: (214) 618-4574

for the following Project: **Coit Road – Main Street to Eldorado Parkway**

The City and Consultant agree as set forth below.

THIS AMENDMENT NUMBER ONE 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 the "Amendment Number One."

WHEREAS, the City and Consultant entered into that certain agreement for professional engineering services for Coit Road – Main Street to Eldorado Parkway, dated April 6, 2010, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant desire to amend the Agreement for the purpose of extending the scope of the Project (defined in the Agreement) to include

additional services; revising the Consultant's Fee (defined in the Agreement) to include the provision of the additional services; revising the percentage of the final payment of the Consultant's Fee allocated for the design of the Project (defined in the Agreement); referencing the additional services in relation to the Consultant's submission of invoices to the City; referencing the additional services in relation to the City's ownership of the Project documents; and revising the information regarding notices or communications to City permitted or required under the Agreement; and

WHEREAS, the City and the Consultant desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services**. City and Consultant agree that this Amendment Number One amends the Agreement for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:

   a. Exhibit "H," Scope of Additional Services, dated February 7, 2012.

   b. Exhibit "I," Completion Schedule / Project Billing / Project Budget for Additional Services, dated February 7, 2012.

2. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work**. Article 1, Section 1.3 of the Agreement is hereby amended as follows:

   "1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work to completion as described in the Completion Schedule/Project Billing/Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the design of the Project be completed any later than ~~**December 14, 2011**~~ **March 31, 2012**."

3. **Amendment to Agreement, Article 3, Section 3.1, Compensation for Consultant's Services**. Article 3, Section 3.1 of the Agreement is hereby amended as follows:

   "3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services~~,~~", compensation for this Project

shall be on a time and expense basis not to exceed ~~**Eight Hundred and Eight Thousand Four Hundred Sixty-Four and 00/100 Dollars ($808,464.00)**~~ **Eight Hundred Thirty Five Thousand Seven Hundred Forty Three and 67/100 Dollars ($835,743.67)** ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Completion Schedule/Project Billing/Project Budget as set forth in Exhibit "B.". The final ~~**five percent (5%)**~~ **four and eight-tenths percent (4.8%)** of the Consultant's Fee, or Nine Thousand, Nine Hundred, Ninety Eight and 00/100 Dollars ($40,423.00) shall not be paid until the Consultant has completed all of the services described in Exhibit "A" **and Exhibit "H"** and delivered to the City all of the documents, data, maps and/or other information required in Exhibit "A". **and Exhibit "H."**"

4. **Amendment to Agreement, Article 3, Section 3.4, Invoices**. Article 3, Section 3.4 of the Agreement is hereby amended as follows:

"3.4 **Invoices** – No payment to the Consultant shall be made until Consultant tenders an invoice to the City. Payments are payable to the Consultant within thirty (30) days from the date of invoices as long as the invoice is mailed to City within three (3) days of the date of the invoice. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B". **and Exhibit "I."** If any invoice remains outstanding and unpaid for more than sixty (60) days from the date of the invoice, and Consultant has fully performed its obligations as set forth herein, the Consultant has the option upon written notice to the City, to suspend all work specified under this Agreement until the account is brought current. Continued performance and/or completion of work by the Consultant under this Agreement shall resume upon payment of the earned fees by the City."

5. **Amendment to Agreement, Article 4, Ownership of Documents**. Article 4 of the Agreement is hereby amended as follows:

"... **ARTICLE 4**
OWNERSHIP OF DOCUMENTS...

...The Project is the property of the City, and Consultant may not use the documents, data, plans, or any other materials for any purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, data and maps as defined in the Project Deliverables section of Exhibit "A." **and Exhibit "H."** Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revised plans, data, and maps and any other information as defined in Exhibit "A" **and**

Exhibit "H" to reflect changes made while working on the project 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."

6. **Complete Agreement**. This Amendment Number One, including the exhibits attached hereto and labeled "H" and "I," both of which are incorporated herein for all purposes, constitutes 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 Amendment Number One may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. Exhibits "H-I" are attached hereto and made a part of the Agreement and this Amendment Number One.

7. **Counterparts**. This Amendment Number One may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number One. A facsimile signature will also be deemed to constitute an original if properly executed.

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

9. **Defined Terms / Ratification of Agreement**. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

10. **Authority to Execute**. The individuals executing this Amendment Number One represent and warrant that they are empowered and duly authorized to so execute this Amendment Number One on behalf of the parties they represent.

11. **Entire Agreement**. This Amendment Number One and the Agreement embody the entire agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Amendment Number One may only be amended by written agreement duly executed by all parties hereto.

12. **Venue**. The Agreement and Amendment Number One shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

13. **Assignment**. This Amendment Number One may not be assigned except as authorized in the Agreement.

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

CITY
The City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Halff Associates, Inc.

By: _____
Rusty Glover, P.E.
Title: Vice-President

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Rusty Glover 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 31 DAY OF January, 2012.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 15, 2014

BRAD T. BOX
Notary Public, State of Texas
My Commission Expires
July 15, 2014

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED FEBRUARY 7, 2012

Amendment Number One
to an Agreement by and between
the City of Frisco, Texas (City)
and Halff Associates, Inc. (Consultant)
professional engineering services for Coit Road, Main Street to Eldorado Parkway

---

I. PROJECT DESCRIPTION.

Additional Subsurface Utility Engineering (SUE) and Survey for North Texas Municipal Water District (NTMWD) water line and Atmos gas line along Eldorado Parkway. Consultant shall provide signed / sealed legal descriptions and exhibits for eight (8) temporary construction easements, one (1) sidewalk easement, and revise one (1) right of way document along Eldorado Parkway.

II. TASK SUMMARY, ADDITIONAL BASIC SERVICES.

A. Task Twelve, Additional Survey and Subsurface Utility Engineering (SUE) – Consultant shall provide the additional services:

12.1 Records Research – Available Utility Records will be provided to Consultant by City. Consultant will perform additional record research as needed to complete this task.

12.2 Surveying (Quality Level C) - The location of the eighteen test holes (iron rod with cap or "x-cut") and fifteen NTMWD manholes as requested by the City will be surveyed and tied to the project survey control.

12.3 Designating (Quality Level B) - Consultant will designate the NTMWD water pipeline and Atmos gas pipeline, if tonable, for the purpose of marking the test hole locations using geophysical prospecting equipment and mark with paint and/or pin flags within the eighteen (18) test hole areas. Designating adjacent utilities is not included. Consultant will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." Consultant's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12.4 Locating (Vacuum Excavation) (Quality Level A) - Eighteen (18) test holes will be performed on the two pipelines at locations specified by the client and/or Consultant's Design Engineer, including one (1) test hole on the Atmos gas line and seventeen (17) test holes on the NTMWD water line. Consultant will dig a 12"

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED FEBRUARY 7, 2012

x 12" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. Consultant will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

12.5 SUE Field Manager / Project Manager - A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, and coordination with the project team.

12.6 SUE Deliverables / CADD - CADD services are not required for the SUE deliverables under this Work Authorization. A hand drawn Test Hole Data Form will be completed and submitted to the client for each hole performed indicating depth, size, condition, and material of the utility. An ASCII file with coordinates and elevation for each survey point will be provided.

12.7 Separate Instrument Documents - Research and obtain property information (appraisal district maps, record plats and deeds). Survey for and prepare up to eight (8) temporary construction easements, one (1) sidewalk easement, and revise one (1) right-of-way document along Eldorado Parkway. This task will include additional field surveys by Consultant to tie property corners and prepare metes and bounds descriptions to be signed and sealed by an RPLS in conformance with the Manual of Practice for Land Surveying in the State of Texas.

12.8 Exclusions - Permitting and traffic control are not included under this Work Authorization. If these items are required, Consultant will prepare a Supplemental Agreement and submit for approval to Owner prior to mobilization.

12.9 Schedule - Consultant will complete the locating services within 30 working days upon receipt of notice to proceed. The easement document preparation will be completed within 30 working days upon receipt of notice to proceed.

12.10 Fee Schedule - Consultant proposes a lump sum fee of $38,500 to perform the SUE and survey services as identified in the scope above. Consultant is currently authorized to perform SUE services for the City of Frisco under the Coit Road Project – CIP #010-0002 and has a remaining budget of $11,220.33 to be applied to this scope of work. Therefore, the total lump sum fee requested under this scope of work is $27,279.67.

EXHIBIT "H"
SCOPE OF ADDITIONAL SERVICES, DATED FEBRUARY 7, 2012

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

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

1.1 Quantities in excess of the amounts as stated in the Scope of Additional Services

EXHIBIT "I"
COMPLETION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR ADDITIONAL SERVICES, DATED FEBRUARY 7, 2012

Amendment Number One to an Agreement by and between
the City of Frisco, Texas (City)
and Halff Associates, Inc. (Consultant)
for professional engineering services for Coit Road, Main Street to Eldorado Parkway

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I. COMPLETION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
February 7, 2012	--	City Council approval of a Resolution authorizing the City Manager to execute Amendment Number One; City issues Notice to Proceed to Consultant.
February 17, 2012	--	Consultant's receipt of fully executed Amendment Number One.
March 31, 2012	**$27,279.67**	**Task Twelve, Survey and SUE,** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and Exhibit "D" and accepted by the City).
Total Consultant's Fee, Amendment Number One (Not-to-Exceed)	**$27,279.67**	**--**

EXHIBIT "I"
COMPLETION SCHEDULE / PROJECT BILLING / PROJECT BUDGET
FOR ADDITIONAL SERVICES, DATED FEBRUARY 7, 2012

II. PROJECT BUDGET SUMMARY.

	Task	Original Agreement	Amendment #1	Total
Task One	Surveying Services	$51,062.50		$51,062.50
Task Two	Geotechnical Investigation	$35,900.00		$35,900.00
Task Three	Conceptual Design	$135,000.00		$135,000.00
Task Four	SUE	$27,854.00		$27,854.00
Task Five	Preliminary Design	$211,606.55		$211,606.55
Task Six	ROW Documents	$81,937.50		$81,937.50
Task Seven	Final Design / Construction plans	$196,180.00		$196,180.00
Task Eight	Bid Phase Services	$9,500.00		$9,500.00
Task Nine	Construction Admin	$9,500.45		$9,500.45
Task Ten	TDLR	$9,500.00		$9,500.00
Task Eleven	Record Documents	$40,423.00		$40,423.00
Task Twelve	Additional SUE & Survey		$27,279.67	$27,279.67
	Grand Total, Revised Project Budget			$835,743.67

AGENDA ITEM #16.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **February 7, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC for design and preparation of construction documents for Teel Parkway and Parkwood Boulevard Rehabilitation**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC of Frisco, Texas, in the amount of $79,800, for Teel Parkway and Parkwood Boulevard Rehabilitation.

Background Information: This contract for engineering services will provide construction plans for removal and replacement of pavement in 4 areas of Teel Parkway and along Parkwood Boulevard from Hickory Street to Eagan Drive.

The streets have experienced substantial pavement movement and extensive cracking. This professional services contract will provide the construction plans for the repair of four separate areas of pavement in Teel Parkway and a 1,050 foot length of the southbound lane of Parkwood Boulevard.

The following is a summary of the work tasks for this engineering services contract:

Task 1 Surveying
Task 2 Geotechnical
Task 3 Preliminary Plans
Task 4 Final Design
Task 5 Construction Documents
Task 6 Bid Phase Services
Task 7 Construction Administration
Task 8 Record Documents

The cost of the Agreement for Basic Services totals $79,800. It is anticipated that design will be complete by September 2012.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

Financial Considerations: Staff recommends that funding the design for this project come from General Obligation Bonds.

Legal Review: The Professional Services Agreement has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Professional Services Agreement

Staff Recommendation: Staff recommends approval of the resolution.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND GARVER, LLC, TO PERFORM ENGINEERING SERVICES FOR TEEL PARKWAY AND PARKWOOD BOULEVARD REHABILITATION; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement by and between the City of Frisco, Texas and Garver, LLC, to perform engineering services for Teel Parkway and Parkwood Boulevard Rehabilitation, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor

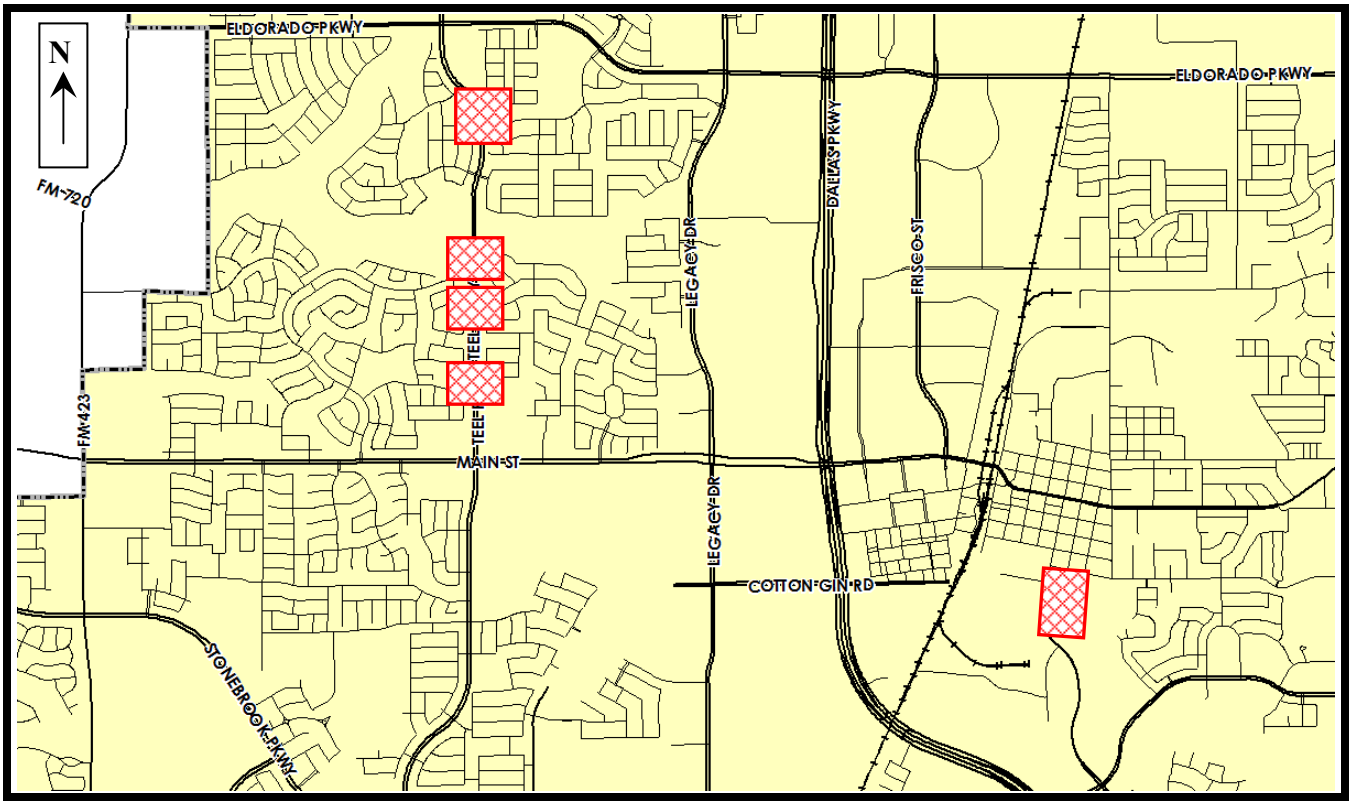
ATTEST TO:

_____
Jenny Page, City Secretary

Professional Services Agreement
Garver, L.L.C.

Teel Parkway and Parkwood Boulevard Rehabilitation

February 7, 2012



Project Locations

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

GARVER, L.L.C. (CONSULTANT)

FOR

PROFESSIONAL SERVICES

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

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

and the Consultant: **Garver, L.L.C.**
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034
Telephone: (972) 377-7480
Facsimile: (972) 377-8380

for the following Project: **Design and Bid Package Preparation for Teel Parkway and Parkwood Boulevard Rehabilitation**

The City and the Consultant agree as set forth below.

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

WHEREAS, the City desires to engage the services of the Consultant to design and/or prepare construction documents for design and bid package preparation for Teel Parkway and Parkwood Boulevard Rehabilitation, hereinafter referred to as "Project;" and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

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

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

1.2.1 **Requirement of Written 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 March 31, 2013.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

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

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum Basis and Cost Plus for Construction Administration, for an amount not to exceed Seventy Nine Thousand Eight Hundred and 00/100 Dollars ($79,800.00), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee, or Three Thousand Nine Hundred Ninety and 00/100 Dollars ($3,990.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of

Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

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

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

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

immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the construction documents, or inspection of the Project at the commencement of construction, during the construction of the Project, or at the completion of construction.

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

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

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

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

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

responsibility of the Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.

3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final five percent (5%) of the Consultant's Fee, or Three Thousand Nine Hundred Ninety and 00/100 Dollars ($3,990.00), shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

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

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

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

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

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

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

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

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

Hourly Billable Rates by Position		
Name	***Position***	***Hourly Rate***
	Design Engineer	$88.00
	Sr. Design Engineer	$104.00
	Project Engineer	$123.00
	Sr. Project Engineer	$145.00
	Project Manager	$176.00
	Sr. Project Manager	$215.00
	Designer	$83.00
	Sr. Designer	$111.00
	Technician	$71.00
	Sr. Technician	$94.00
	Construction Observer	$78.00
	Sr. Construction Observer	$108.00
	Construction Engineer	$144.00
	Clerical	$49.00
	Administrative Assistant	$64.50

3.4 **Invoices** – No payment to Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said

invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

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

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

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

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

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5

CONSULTANT'S INSURANCE REQUIREMENTS

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

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

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

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

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

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

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

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND

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

THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

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

ARTICLE 11
NOTICES

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

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

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

Frank McIlwain, P.E.
Garver, L.L.C.
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

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

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

ARTICLE 12
MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services.

12.1.2 Exhibit "B," Compensation 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 2011-2012 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 2011-2012 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
Garver, L.L.C

By: _____
Frank McIlwain, P.E.
Title: PRINCIPAL

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF Collin:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF January, 2012.

Camille E. Keene
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 09/01/14

CAMILLE E. KEENE
Notary Public, State of Texas
My Commission Expires
September 01, 2014

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Garver, L.L.C (Consultant) for Teel Parkway and Parkwood Boulevard Rehabilitation

---

I. PROJECT DESCRIPTION.

Provide engineering design services for the street rehabilitation at identified locations on the Teel Parkway and Parkwood Boulevard corridors. These improvements are more particularly described as follows:

A. Reconstruction of four (4) segments including subgrade modification and street & curb replacement including:

1. An approximate 125-ft segment on the northbound lanes located between Del Largo Way and Veneto Drive.
2. An approximate 200-ft segment on the northbound lanes located between Blackstone Drive and Trails Parkway.
3. An approximate 700-ft segment on the northbound lanes located between Sweetleaf Drive and Birchridge Drive.
4. An approximate 150-ft segment on the southbound lanes located between Birchridge Drive and Old Orchard Drive.

B. Reconstruction of approximately a 1,050-ft portion of the southbound lane of Parkwood Boulevard between W. Hickory Street and Eagan Drive including subgrade modification and street replacement.

II. GENERAL REQUIRMENTS

A. Specific design requirements shall be obtained from the City of Frisco Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with the utility companies, including, but not limited to franchised utilities, City of Frisco, pipeline companies, railroad companies, TxDOT, NTTA, or any other entity which has facilities within or adjacent to the Project, any and all exposure, removal, and/or relocation work necessary for implementation of Project. This does not include the preparation of additional plans and paperwork necessary to obtain any permits required by any of these entities.

C. Consultant shall coordinate with City Fire Department and US Postal Service for consideration of their access and development of construction phasing.

D. Each time the Consultant submits plans and/or specifications to City, eight (8) copies of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections.

EXHIBIT "A"
SCOPE OF SERVICES

When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

E. The Consultant shall submit a weekly report outlining, at a minimum, the work on the project which occurred the previous week, the work expected to be completed the following week, the next major project milestone, and any information needed from the City.

III. TASK SUMMARY, BASIC SERVICES.

A. **Task One, Survey Services** – Survey data will be collected within the limits of the existing streets including top of curb elevations, centerline elevations, and location of underground utilities. This field information shall be based on NAD-83 datum.

1.1 Field Survey – Consultant shall direct work of the field party to perform the following:

1.1.1 Establish control using City using City primary control and benchmarks. Permanent control points will be set in concrete and will define the X, Y and Z coordinates for the Project. The permanent control points shall be set outside the limits of construction (if possible) and shall be a 5/8" iron rod set with a plastic cap. The control points shall be tied to the City benchmarks via a differential level.

1.1.2 Obtain cross-sections every fifty feet (50') along the Right-of-Way, and all grade breaks will be surveyed. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

1.1.3 Determine existing pavement type.

1.1.4 Locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to wastewater, water, gas, electric, storm sewer, telephone and television cable. Consultant will contact 1-800-DIG-TESS or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts

B. **Task Two, Geotechnical Investigation** – Consultant will be responsible for obtaining geotechnical data provided by the Consultant's geotechnical subconsultant. Geotechnical services will include two borings within each of the

four (4) segments of the Teel Parkway reconstruction area and two borings within the Parkwood Boulevard reconstruction area. This data shall be provided no later than the preliminary design submittal, containing recommendations for the subgrade modifications and pavement replacement design in accordance with City of Frisco Engineering Design Standards.

C. Task Three, 90% Design Plans

3.1 Design – Consultant shall prepare and submit eight (8) sets of 90% Design Plans for review on 11" x 17" sheets. At the time of submittal of the 90% Design Plans, any supporting studies and/or calculations (i.e. flood studies, structural calculations) shall be submitted for review by the City. 90% Design Plans must be approved by the City prior to the Consultant commencing with the preparation of Construction Plans. Upon approval of the 90% Design Plans, the Consultant will provide the City with the approved plans in pdf format and revised schedule for completion of the project. 90% Design Plans shall include, at a minimum, the following information:

- 3.1.1 Title Sheet
- 3.1.2 Project Layout
- 3.1.3 Existing and Proposed Typical Sections
- 3.1.4 Preliminary Traffic Control Plan
- 3.1.5 Paving Plan/Profile
- 3.1.6 Signing and Pavement Markings
- 3.1.7 Cross Sections – Prepare detailed cross section in sufficient detail for construction at a maximum of 100' intervals and include at a minimum the following information:
  - 3.1.7.1 Existing and Proposed Conditions.
  - 3.1.7.2 Baseline and Right-of-Way Designations.
  - 3.1.7.3 Plot existing utilities that will remain in place.
  - 3.1.7.4 Side slope ratios.

3.2 Construction Estimate - At the time of submittal of the 90% Design Plans, the Consultant shall prepare an estimate of construction quantities and develop preliminary statement of probable construction cost.

3.3 Right of Way Documents – Acquisition of right-of-way and easements are not anticipated for this project and are not included in the scope of this contract.

EXHIBIT "A"
SCOPE OF SERVICES

3.4 Utility Coordination - Upon approval of the 90% Design Plans, the Consultant shall supply 90% Design Plans, in both hard copy and pdf format, for the Project to all utility companies or other entities that have facilities within the limits of the Project. The Consultant shall also provide a Utility Exhibit showing the alignment of franchise utilities within the project limits and potential conflict points. The Consultant shall also attend any utility coordination meetings for the Project, if requested by the City.

3.5 General Notes – Construction General Notes shall be compiled and inserted in the plans after the Typical Sections.

3.6 Quantity Summary Sheets – Quantities shall be compiled and summarized in a tabular format with the description of the items matching that of the bid documents. Quantity Summary Sheets shall be located in the plans following the General Notes.

3.7 Details and Standards – Appropriate details and standards shall be compiled and inserted into the plans following the section in which the detail or standard is applied.

3.8 Draft Project Manual

3.9 Special Specifications, if applicable.

D. **Task Four, Construction Plans (100% Plans)** - At such time as the Consultant is directed by the City, Consultant shall prepare Construction Plans based upon City review comments of the Final Design Plans and, in addition, shall include the following:

4.1 Construction Estimate - The Consultant shall revise the Final Estimate based on comments received from the City during the Final Design phase.

4.2 Utility Coordination - Upon completion of the Construction Plans, the Consultant shall distribute Plans for the Project to all utility companies or other entities that have facilities within the limits of the Project. The Consultant shall also attend any utility coordination meetings for the Project, if requested by the City.

EXHIBIT "A"
SCOPE OF SERVICES

E. **Task Five, Bid Phase Services** – the Consultant shall provide services to assist the City in selection of a Contractor for the construction of the Project. These services shall consist of the following:

5.1 **Preparation and Delivery of Bid Documents** – The Consultant shall assist the City in the delivery of the Bid Documents to prospective bidders. The Consultant shall maintain a list of prospective bidders receiving the Bid Documents. The Consultant may sell sets of Bid Documents to contractors, suppliers, subcontractors, etc. The purchase price paid should offset the reproduction and distribution costs. In addition, the Consultant will send Construction Documents to appropriate contractor plan rooms and three (3) sets to the City.

5.2 **Bid Period Requests for Information (RFI)** – The Consultant shall develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by the City. The responses may be in the form of addenda.

5.3 **Addenda** – The Consultant shall assist the City in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the City.

5.4 **Bid Opening** – The Consultant shall assist the City in opening of bids. The Consultant shall review all bids and evaluate them for responsiveness and bid amount and prepare bid tabulation for all responsive bidders. The bid tabulation shall be delivered to the City in Excel format. The Consultant will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. The Consultant shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.

EXHIBIT "A"
SCOPE OF SERVICES

5.5 **Recommendation of Contract Award** – The Consultant shall assist the City in preparing the notice of award; assembly, delivery and execution of the contract documents for construction; and preparation of the notice to proceed.

5.6 **Conformed Document Preparation** – The Consultant shall incorporate all addenda into contract documents and issue conformed sets. Eight (8) conformed sets of original contract documents will be distributed to the City and the successful contractor.

F. Task Six, Construction Administration – These services are intended to assist the City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that the Contractor's work is in substantial compliance with the contract documents, and assisting the City in responding to the events that occur during construction. The Consultant shall provide Construction Administration Services as defined below.

6.1 **Pre-Construction Conference** – The Consultant shall coordinate and attend the preconstruction conference with the Contractor to review the Project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the Project. The Consultant will take minutes or otherwise record the results of this conference. Meeting minutes from the Conference will be returned to the City within a seventy-two (72) hour period after the conference is held.

6.2 **Requests for Information** – The Consultant will review the Contractor's requests for information or clarification of the contract for construction. The Consultant will coordinate and issue responses to requests to the City. The Consultant will log and track the Contractor's requests.

6.3 **Review of Contractor's Requested Changes** – The Consultant shall review all Contractor-requested changes to the contract for construction. The Consultant will make recommendations to the City regarding the acceptability of the Contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, the Consultant shall prepare final change order documents.

EXHIBIT "A"
SCOPE OF SERVICES

6.4 **Monthly Site visit** – The Consultant shall visit the site once per month during construction to review construction progress and respond to questions from the Contractor or City.

G. **Task Seven, TDLR Notice of Substantial Completion –** Consultant shall verify project conforms to TDLR standards and Notice of Substantial Completion has been issued to City.

H. **Task Eight, Record Documents** – The Consultant shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to the City the items (and quantities as stated).

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

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

1. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Design of any utilities relocation other than water and sewer service lines.
3. Environmental Handling and Documentation, including Stormwater Pollution Prevention Plans, wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
4. Survey location of underground utilities within the project limits.
5. Preparation of right-of-way documents and exhibits.
6. Conceptual Design.
7. Hydraulic analysis of existing storm drainage systems and design of new drainage infrastructure.
8. Traffic Studies.
9. Construction Administration services not listed in Section VIII, such as but not limited to review of shop drawings, review of contractors payment requests, change order administration, onsite observation, construction materials testing, final notice of acceptability of the work, and services after construction such as warranty follow-up.
10. Construction Inspection.

EXHIBIT "A"
SCOPE OF SERVICES

V. DELIVERABLES.

A. **Required Deliverables** – At the completion of Tasks One Through Eight, Consultant shall ensure the delivery of the following products to the City:

1. **Deliverable #1** – Eight (8) sets of 90% Design Plans and Draft Project Manual

2. **Deliverable #2** – Three (3) sets of Construction Plans (100%) and Final Project Manual

3. **Deliverable #3** – Eight (8) sets of Conformed Plans and Four (4) sets of the Project Manual (this incorporates any addenda)
   a. Seven (7) Full Size Plans
   b. One (1) Half Size Plans

4. **Deliverable #4** – Record Drawings
   a. Two (2) sets of prints
   b. One (1) CD of pdf. Formatted plans
   c. One (1) CD of AutoCad formatted plans

VI. PROJECT LABOR ALLOCATION.

Task	Task Description	Labor Hours
TASK 1	Survey	Sub-Consultant
TASK 2	Geotechnical	Sub-Consultant
TASK 3	90% Design Plans	297
TASK 4	Construction Plans (100%)	93
TASK 5	Bid Phase Services	44
TASK 6	Construction Administration	27
TASK 7	TDLR	32
TASK 8	Record Documents	32
GRAND TOTAL, LABOR HOURS		461

EXHIBIT "A"
SCOPE OF SERVICES

VII. ATTACHMENTS (IF APPLICABLE).

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

Agreement by and between the City of Frisco (City)
and Garver, L.L.C. (Consultant)
Teel Parkway and Parkwood Boulevard Rehabilitation

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, YEAR	DOLLAR AMOUNT	TASK COMPLETED
February 7, 2012	--	City Council approval of a Resolution authorizing the City Manager to execute the Agreement; City issues Notice to Proceed to Consultant.
February 17, 2012	--	Consultant's receipt of fully executed Agreement.
March, 2012	$19,050.00	**Task One, Surveys** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
April, 2012	$7,750.00	**Task Two, Geotechnical Investigation** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
June, 2012	$27,220.00	**Task Three, 90% Design Plans** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
August, 2012	$9,000.00	**Task Four, Construction Plans (100%)** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
September, 2012	$4,800.00	**Task Five, Bidding Phase Services** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
March, 2013	$4,000.00	**Task Six, Construction Administration, Cost Plus Basis** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
March, 2013	$3,990.00 (5% of Consultant's Fee)	**Task Seven, TDLR Notice of Substantial Compliance.**
March, 2013	$3,990.00 (Final 5% of Consultant's Fee)	**Task Eight, Completion of Record Documents.**
TOTAL	**$79,800.00**	

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

CONSULTANT'S FEE (LUMP SUM, NOT-TO-EXCEED)	

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services.

a. **Survey**	$	19,050.00
b. **Geotechnical Investigation**	$	7,750.00
d. **90% Design Plans**	$	27,220.00
e. **Right of Way**	$	000.00
f. **Construction Plans (100%)**	$	9,000.00
g. **Bid Phase Services**	$	4,800.00
h. **Construction Administration**	$	4,000.00
i. **Compliance with Barriers Act and TDLR Notice of Substantial Compliance.**	$	3,990.00
j. **Completion of Record Documents.**	$	3,990.00
2. *Total Basic Services (Not-To-Exceed)*		*$ 79,800.00*

B. Special Services.

1. Description of Special Services.

2. *Total Special Services (Not-To-Exceed)* *$ 000,000.00*

C. Direct Expenses.

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

a. **Mileage Reimbursement.**	$	0,000.00
b. **Commercial Reproduction.**	$	0,000.00

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

c. **In-House Reproduction.**	$	0,000.00
d. **Commercial Plotting.**	$	0,000.00
e. **In-House Plotting.**	$	0,000.00
f. **Communications.**	$	0,000.00
g. **Postage, Mail, and Delivery Service.**	$	0,000.00
A. *Total Direct Expenses (Not-To-Exceed)*	*$*	*0,000.00*

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

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

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

1. **Description of Travel Expenses.**	$	00,000.00
2. **Description of Subsistence Expenses.**	$	0,000.00
3. *Total Approved Travel and Subsistence Expenses (Not-To-Exceed)*	*$*	*00,000.00*
F. ***Project Budget, Grand Total (Not-To-Exceed)***	***$***	***79,800.00***

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

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

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

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

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

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

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

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, 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.

X. 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.

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Collin §

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

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

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

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

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

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

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

_____ Other: _____.

__✓__ 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 31st day of January, 2012.

_____
Signature of Official / Title

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

Sworn to and subscribed before me on this 31st day of January, 2012.

CAMILLE E. KEENE
Notary Public, State of Texas
My Commission Expires
September 01, 2014

Camille E. Keene
Notary Public in and for the State of Texas
My commission expires: 09/01/14

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

FRANK MCILLWAIN / GARVER, LLC

2

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

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

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

NONE

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

NONE

Adopted 01/15/2006

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 affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship

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

None

7

Signature of person doing business with the governmental entity

1/31/12
Date

Amended 01/07/2006

AGENDA ITEM #17.



Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

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

From: **Dudley Raymond, RLA, Parks Planning and Business Development Manager**

Date: **1/29/2012**

Agenda Caption: **Consider and act upon approving a resolution authorizing the City Manager to execute a contract by and between the City of Frisco and Jacobs Engineering Group, Inc. for Engineering and Landscape Architecture for Grand Park. (Parks/DR)**

Action Requested: Consider and act upon approving a resolution to execute a contract with Jacobs Engineering Group for Grand Park.

Background Information: The contract before you addresses several items associated with Grand Park. It is for consulting work that has been performed in conjunction with the revisions to the master plan, as well as new work that is needed for the revisions to include the train connection and for work that has not been included in previous contracts. This contract will supplement the contracts that are currently in place with Jacobs. There are two divisions within this contract: Basic Services and Design Services. Basic Services addresses issues that are primarily engineering in nature, while the Design Services address the master plan and aesthetic design of the project.

Basic Services: *Task One* is required to understand how to design the park and allow the option for a train or other rail vehicle to maneuver within Grand Park. When the original master plan was developed, the Museum for the American Railroad (MAR) was not contemplated as a portion of the Discovery Center. As the Museum became a reality, the option to connect the MAR and Grand Park together with a rail connection became very desirable. After much study, it was determined that a freight size train would not be able to traverse under the

Tollway and access lanes. The access will be with what is commonly referred to as a "Sugar Cane" Train. Although Sugar Cane Train is a term used in the industry, it does not have a specific set of design parameters. Trains have been designed and manufactured over the years by numerous companies and there is wide variety of size and operational parameters. This includes things such as track gauge, turning radius, heights and widths of cars and engines, slope requirements, etc. Additionally, another consideration would be the operation of a trolley on rails should a full train not prove operationally feasible, or is not put into service until many years in the future. *Task One* will allow Jacobs to work with Staff and define a range of machines and their operating parameters. This will allow the designers to grade the site, as well as layout track alignments in *Task Six*. By doing so, the City can provide the ability to eventually add a train or trolley that is able to operate within the park and traverse under the Tollway. Costs for *Task One* total $10,600.

Task Two and Task Three – These are two individual parts of the same effort. As the rail option was added to the Grand Park, one of the most limiting factors was to have the trains cross under the access lanes on the Tollway. In order for the trains to cross under, it required that the surface elevation and the bottom of the lakes drop in elevation. The hydraulic modeling that was done previously needs to be modified to reflect the new elevations of the lakes. The grading for the lakes was completed prior to the MAR and the option of the rail connection, therefore this effort has to be reworked as well.

Task Two also includes the effort required to modify the hydraulic modeling. This modeling is required to submit the project to the US Army Corps of Engineering for approval of the lakes, as well as determining the impact of constructing the lakes and the 100 year water surface elevation. Costs for *Task Two* total $77,500.

Task Three is used to prepare the preliminary design and layout of the lakes and the earthen dams. These preliminary designs will be used while the hydraulic modeling is performed. These designs will be modified as needed based on the results of the modeling. These designs will also be used when the permit documents are submitted to the US Army Corps of Engineers. *Task Three* costs total $60,100.

Task Four is for the effort required to revise the permitting documents. The document was submitted to the USACE and was based on the lake design and modeling that was done prior to the lakes being lowered. Therefore, the majority of the document must be revised. Also, the USACE has adopted a decision making matrix that requires this document to include more information than previously submitted. This task also addresses and wetland and/or stream mitigation that is required due to the project. Total costs for *Task Four* are $45,300.

Task Five is the effort needed to revise the documents needed to seek a water use permit from the Texas Commission on Environmental Quality. As the lakes have changed size and configuration, the majority of work previously done on this permit needs to be revised to include the latest design. We are also required to submit an Emergency Action Plan and an Operation and Maintenance Plan, which was not previously required. Costs to *Task Five* total $38,800.

Task Six will take the information found in *Task One* and incorporate it into a preliminary design to route a train to and through the park. This will help dictate the grading and slopes within the park, where rail and automobiles will intersect the horizontal layout of the park, etc. This effort will help to ensure that in the future whenever a train is added to the park, it will fit and minimum effort will be needed to install it. We are not anticipating that elements for the train will be constructed in Phase One, but only that as elements in Phase One are built, they will allow the train to be added in the future. Total costs for *Task Six* are $39,900.

Task Seven is for the consulting actually needed to prepare the construction documents for the lakes and the associated dams. This substantial effort was not included in previous contracts because at the time those contracts were drafted, it was unknown how large the lakes would be or the number or size of dams needed. So this is for work that was anticipated previously but not included in other contracts. Costs for *Task Seven* total $298,200.

Task Eight and Task Nine both address the drop structure needed and the affects of the lakes at the bridges at the Tollway. *Task Eight* is the study needed to understand the effects of erosion and size and locate the drop structure. In the original master plan, the lakes extended to the east side of the Tollway. As the edge of the lake moved to the west side and dropped in elevation, a drop structure is now needed to take the water from the elevation of the existing creek to the elevation of the new lake. *Task Nine* is for the engineering and construction documents needed for the drop structure. These efforts were not included in previous contracts. Total costs for *Task Eight* and *Task Nine* are $84,300.

Task Ten is needed to design the lakes to allow the rail in the future. This effort helps to ensure that an automobile bridge over the upper lake will be possible and not negatively affect the lakes or the rail bridge. As this rail bridge is locate in close proximity to a future vehicular bridge, it is crucial that both are studied in depth to ensure that erosion, water velocity and flood elevations do not become an issue in the future. These efforts were not included in previous contracts. *Task Ten* costs total $28,500.

Task Eleven is needed to design a water supply system that will be used to keep the lakes full. The City of Frisco does not own the water rights in this area. Therefore, it will be necessary to study the loss in water that these lakes will cause and design a system that will offset the water loss. Originally, we had anticipated on using reuse water from the Stewart Creek Treatment Plant to keep

the lakes full. However, the North Texas Municipal Water District (NTMWD) has informed the City that they will not allow reuse water to be used for this purpose. It now requires much more engineering effort to design a system that the water right holders will accept as adequate. A minimal amount of this item was included previously, but the vast majority of this task has not been included in previous contracts. Total costs for *Task Eleven* are $60,800.

Design Services: *Task One* is the efforts required for Jacobs to assist the City and test ideas over the last several years as private venture were explored. Jacobs helped revise master plans, provide sketches to help illustrate how the two would blend as well as explored opportunities and constraints. This also includes the efforts needed to revise the existing master plan into the plan that was approved by City Council in November of 2011. This effort included the revisions to relocate the Kids Place Area, as well as move the Mixed Use component to the water's edge on the west side of the lake. Design costs for *Task One* are $104,435.

Task Two is for the Schematic Design associated with the new master plan. This effort takes the master plan and refines it to a level that can be incorporated into construction documents. Design costs for *Task Two* are $87,707.

Task Three is for platting and boundary survey work needed in conjunction with Phase One development. It also includes a limited amount of topographical survey work near the Tollway. An aerial survey was performed in the beginning stages of the project and this supplemental work will be on the ground survey work where needed. This work has not been included in previous contracts. Design costs for *Task Three* are $50,500.

Total contract costs for all Basic and Design services (including reimbursable expenses) in the proposed agreement with Jacobs are $1,010,842. Staff has spent considerable time working through the scope of services with Jacobs. As a result the proposed contract reflects reduction of fees in excess of $200,000 due to close negotiations and a thorough examination of time and effort necessary to complete the tasks. At the appropriate time, there will be additional contracts coming before City Council for the Architectural Services associated with the buildings and shade structures, as well as for the Engineering associated with off-site infrastructure needs. There also the need for a water line to be located along the Tollway, which is part of the distribution system to be installed to feed Grand Park. A sewer line up-sizing through the park will also need to take place in conjunction with the construction of Phase One improvements.

Board Review/Citizen Input: Not Applicable.

Alternatives:

- Approve
- Table
- Not approve

- Direct Staff to make change

Financial Considerations: Funding for the contract will come from Bond Funds.
Legal Review: The City Attorney has drafted the contract.

Supporting Documents:

- Copy of the contract
- Resolution

Staff Recommendation: Authorize the City Manager to execute the agreement.

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 JACOBS ENGINEERING GROUP INC, FOR ENGINEERING AND LANDSCAPE ARCHITECTURAL SERVICES FOR GRAND PARK.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and Jacobs Engineering Group Inc., for Engineering and Landscape Architectural Services for Grand Park, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

Jacobs Engineering Group Inc. (CONSULTANT)

FOR

PARKS

PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 335-5585
Facsimile: (972) 731-4945

and the Consultant: **Chad StJohn**
Jacobs Engineering Group Inc
6688 North Central Expressway
Suite 400
Dallas, Tx 75206

for the following Project: **Lake Development – Grand Park**

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 **Jacobs Engineering Group 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 design and/or prepare construction documents and associated studies for the Grand Park Phase One, hereinafter referred to as "Project;" and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that 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 **February 1, 2014.**

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall 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, for an amount not to exceed One Million Ten Thousand Eight Hundred and Forty Two Dollars 00/100 ($1,010,842.00), ("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 Fees, or Zero Dollars and 00/100 ($000.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services

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

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

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

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

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

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

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

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

3.1.4.6 **TDLR Notice of Substantial Compliance** NOT APPLICABLE– 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 ($000.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

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

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

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

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

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

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

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

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

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*

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 (10^{th}) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" ("Remedy for Nonpayment") of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

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

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose

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

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

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

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

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

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "G" and incorporated herein for all purposes.

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

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

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

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

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED

ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO

OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

Dudley Raymond
Parks Planning and Capital Improvements Manager
Parks and Recreation Department
City of Frisco
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:

Chad StJohn
Jacobs Engineering Group, Inc
6688 North Central Expressway
Suite 400
Dallas, TX 75206

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 2007-2008 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 2007-2008 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
Jacobs Engineering Group 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 _____, 2012.

_____
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 Patrick McFarlin _, 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 _30_ DAY OF January , 2012.

Mary Ellen Flynn
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 1-12-2016

MARY ELLEN FLYNN
Notary Public, State of Texas
My Commission Expires
January 12, 2016

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Jacobs Engineering Group, Inc (Consultant) to perform Professional Services for Construction Documents and Associated Studies for Grand Park Phase One.

I. PROJECT DESCRIPTION

Specific design/engineering requirements shall be studied to allow for the train system to be constructed in a future phase of park development. Program items to be reviewed include existing "Lake Study" report, existing "Preliminary Lake Design" drawings, and current USCOE and TCEQ Permitting. These items have bridges, dams, roads etc. that need to be reviewed to allow Phase 1 infrastructure to occur while accommodating the future Railroad System Improvements. The impact of the Railroad System improvements on Phase 1 Construction Costs will be evaluated to determine what can be built in Phase 1 while allowing for future phase development. The actual Railroad System improvements will be studied to provide for the program and costs of the future infrastructure development of the train system.

II. TASK SUMMARY, BASIC SERVICES.

Task One, Establish Program & Criteria for Railroad System – The Consultant team will attend up to two (2) work sessions with City representatives to establish the train criteria to be studied for the railroad system of the park. The Consultant and City will define the Railroad System Program as desired for Grand Park including all park related features, train depot locations, track layouts, etc. Based upon the program, a written summary will be provided for the city's approval of the Consultant to proceed with revising the existing Grand Park Master Plan.

Task Two, Lake Study – The Consultant will prepare a re-study of the proposed lakes along Stewart Creek within the limits of the Park. The study will encompass approximately 10,600 linear feet (LF) of Stewart Creek, from just upstream of the proposed Stonebrook Parkway extension to approximately 1,000 feet upstream of the BNRR. The study will include, but not limited to, Pre-Project Modeling and Analysis, Post-Project Modeling and Analysis and Lake Study Report.

Task Three, Preliminary Lake Design – Preliminary layout of grading and excavation of the lakes, and Preliminary layout of a dam and spillway system for up to two (2) lakes. Preliminary grading and layouts will be based on aerial topography obtained by the city of Frisco for earlier Grand Park efforts.

Task Four, Revise Permitting Documents– To provide assistance in Individual Permit (IP) and Section 401 Water Quality Certificate process for the City of Frisco (City) Grand

EXHIBIT "A"
SCOPE OF SERVICES

Park project, which is currently in process with the U.S. Army Corps of Engineers (USACE) and Texas Commission on Environmental Quality (TCEQ).

Task Five, Water Rights Permitting – The Consultant will revise the necessary documents to seek a water use permit from the Texas Commission on Environmental Quality (TCEQ) for the proposed lakes.

Task Six, Railroad Track Design – The Consultant will meet with the City to discuss proposed routes of the train. The Engineer will develop a total of two (2) conceptual alignments for the City's review. The City will be responsible to identify the preferred alternative for further development. If additional alignments are requested, additional services will be required. The Grand Park track will be designed using the specifications for the "Sugar Cane" Train

Task Seven, Construction Documents for the Lake – At such time as the Consultant is directed by the City, the Engineer shall prepare and submit seven (7) sets of Final Design Plans for review; 4 each on 22" x 34" sheets and 3 each on 11" x 17" sheets and eight (5) copies of specifications. Final Design Plans must be approved by the City prior to the Engineer commencing with the preparation of Final Bid Documents. Upon approval of the Final Design Plans, the Engineer will provide the City with the approved plans in pdf format and revised schedule for completion of the project.

Task Eight, Stewart Creek Evaluation at NTTA – Examine the hydraulic model to determine the velocities and forces within the creek. Perform calculations to determine the size and location of a drop structure to drop the creek flowline into the upstream lake. Evaluate the potential for minor erosion to continue to occur under the NTTA bridges. Produce a preliminary cost estimate for the proposed improvements. Prepare a report for the city that includes findings and recommendations.

Task Nine, Stewart Creek Improvements at NTTA – Prepare construction documents for the drop structure and minor erosion control elements. Provide technical specifications and project coordination. To prepare a preliminary opinion of probable cost for the proposed elements.

Task Ten, Railroad Drainage Considerations – Coordinate with Roadway and Structural design teams during Task One and Task Six railroad track design activities. Provide feedback regarding hydraulic impacts of the train on bent layout and location to minimize hydraulic effect of the train bridge both upstream and downstream of the proposed bridge location. This task is for the park road bridge only. Detailed analysis of the park road bridge only to determine scour and erosion caused by bridge and produce recommendation on how to minimize effect. Coordinate with the Task Four Permit Revision activities to aid in the evaluation of any encroachments to the Waters of the US and wetlands caused by the train grading at the park road bridge. Recommend mitigation measures for both. Analyze required grades for the railroad bridge and create preliminary grading recommendations for both the north and south sides of the future park vehicle bridge.

EXHIBIT "A"
SCOPE OF SERVICES

Task Eleven, Water Supply for the Lakes, Irrigation System and Kid's Place – The Consultant will perform a water balance of the lake system to determine the make up water needs of the lake and the irrigation needs of the adjacent park. The purpose of this study will be to determine the volume of water needed to operate the lake system. In addition, well sources, locations and flow rates for ground water sources will be investigated. A preliminary system sizing will also be studied to determine pump sizes, number of wells and operational constraints.

III. TASK SUMMARY, DESIGN SERVICES.

Task One, Revisions to Master Plan – Provide revisions to the Grand Park Master Plan based on direction provided by the City of Frisco.

Task Two, Schematic Design for New Master Plan – The design team will prepare a schematic design plan set based on the proposed Master Plan revisions for the Grand Park.

Task Three, Grand Survey, Boundary Survey and Platting– The Consultant shall provide a Land Title Survey, Partial Topographic Survey and Final Play.

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

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

V. DELIVERABLES.

A. Required Deliverables

1. **Deliverable #1** – At the completion of Task 1, document train type and direction to move forward

2. **Deliverable #2** – At the completion of Task 2, understanding the hydraulics for the project corridor and documentation impacts of the stream corridor.

3. **Deliverable #3** – At the completion of Task 3, provide preliminary lake design (DD level plans of the proposed lake improvements) Approx 40% of construction documents.

EXHIBIT "A"
SCOPE OF SERVICES

4. **Deliverable #4** – At the completion of Task 4, provide revised permitting documents for submission to corp of engineers.

5. **Deliverable #5** – At the completion of Task 5, provide water permitting documentation.

6. **Deliverable #6** – At the completion of Task 6, provide schematic level documents for alignments and elevations of the train layout within the park boundaries.

7. **Deliverable #7** – At the completion of Task 7, provide complete construction documents, specifications and bid tabs for lake design. We will provide the City of Frisco Parks and Recreation with a set of plans that has been submitted to and approved by the Engineering Department of the City. Consultant will work with the department to make plans approved for construction.

8. **Deliverable #8** – At the completion of Task 8, provide written documentation to the impact of the Stewart Creek corridor, east of the Dallas North Tollway.

9. **Deliverable #9** – At the completion of Task 9, provide design development plans and construction documents of the creek corridor east of the tollway

10. **Deliverable #10** – At the completion of Design Services Task 1, provide updated Master Plan and a rendered color graphic.

11. **Deliverable #11** – At the completion of Design Services Task 2, provide schematic design plans. Schematic design plans will be approx 20% complete. Construction documents to be reviewed by city staff.

12. **Deliverable #12** – At the completion of Design Services Task 3, provide survey and boundary survey as well as final plat.

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT LABOR ALLOCATION.

Task	Subtask	Labor Hours
TASK 1	Establish Program & Criteria for RR System	1% 66hrs
TASK 2	Lake Study	10% 729hrs
TASK 3	Preliminary Lake Design	6% 484hrs
TASK 4	Revised Permitting Documents	4% 324hrs
TASK 5	Water Rights Permitting	4% 324hrs
TASK 6	Railroad Track Design	4% 341hrs
TASK 7	Construction Documents for the Lakes	28% 2080 hrs
TASK 8	Stewart Creek Restoration Study	2% 135hrs
TASK 9	Stewart Creek Restoration Plans	6% 496hrs
TASK 10	Railroad Drainage Considerations	3% 204hrs
TASK 11	Water Supply for the Lakes, Irrigation & Kids' Place	7% 421 hrs
Task 1	Revisions to Master Plan	7% 478 hrs
Task 2	Schematic Design for new Master Plan	9% 666hrs
Task 3	Grand Survey, Boundary Survey and Platting	9% 577hrs
TOTAL		100% 7325hrs

VII. ATTACHMENTS (IF APPLICABLE).

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

Agreement by and between the City of Frisco, Texas (City) and Jacobs Engineering Group, Inc (Consultant) to perform Professional Services for Construction Documents and Associated Studies for Grand Park Phase One.

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
1 month	$110,000	Completion of Master Plan, Establish Train Criteria and begin preliminary Lake Study.
2 month	$ 30,000	Complete survey and beginning of property survey, continued design on preliminary lake study, begin working on Schematic design plans.
3 month	$30,000	Completion of property study, completion of lake study, railroad track layout.
4 month	$30,000	Preliminary work on revised permitting documentation, start working on lake design, RR track layout.
5 month	$50,000	Preliminary lake design production, continued work on revised permitting documents, begin working on creek restoration study.
6 month	$30,000	Complete preliminary lake design production, continued work on revised permitting documents, and complete creek restoration study.
7 month	$35,000	Begin working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
8 month	$30,000	Continued work on creek restoration plan, working on lake design construction documents and water rights permitting. Water analysis for kids place.

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

9 month	$35,000	Continued work on creek restoration plan, working on lake design construction documents, water rights permitting. Water analysis for kids place and lakes. Begin working on RR drainage consideration.
10 month	$40,000	Continued work on creek restoration plan, working on lake design construction documents, water rights permitting. Water analysis for kids place and lakes. Begin working on RR drainage consideration.
11 month	$40,000	Continued work on creek restoration plan, working on lake design construction documents, water rights permitting. Water analysis for kids place and lakes. Begin working on RR drainage consideration.
12 month	$60,000	Continued work on creek restoration plan, working on lake design construction documents, water rights permitting. Water analysis for kids place and lakes. Begin working on RR drainage consideration.
13 month	$60,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
14 month	$50,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
15 month	$65,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place & water for lakes.

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

16 month	$65,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
17 month	$50,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
18 month	$40,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
19 month	$40,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
20 month	$30,000	Continued working on creek restoration plan, lake design construction documents and water rights permitting. Water analysis for kids place and water for lakes.
21 month	$20,000	Completion of construction documents, finalization of permitting water rights and creek restoration plans.
22 month	$15,000	Preparation of final bid documents and specification, TDLR submittal packages.
23 month	$30,842	Preparation of final bid documents and specifications, TDLR submittal packages and plat documentation.
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	**$985,842**	

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

II. **PROJECT BUDGET SUMMARY.**
To perform Professional Services for Construction Documents and Associated Studies for Grand Park Phase One.

A. **Basic Services.**

1. Description of Basic Services.

a. **TASK 1**	$ 10,600.00
b. **TASK 2**	$ 77,500.00
c. **TASK 3**	$ 60,100.00
d. **TASK 4**	$ 45,300.00
e. **TASK 5**	$ 38,800.00
f. **TASK 6**	$ 39,900.00
g. **TASK 7**	$ 298,200.00
h. **TASK 8**	$ 21,000.00
i. **TASK 9**	$ 63,300.00
j. **TASK 10**	$ 28,500.00
k. **TASK 11**	$ 60,000.00

2. *Total Basic Services (Not-To-Exceed)* *$ 743,200.00*

B. **Design Services.**

1. TASK 1	$ 104,435.00
2. *TASK 2*	$ 87,707.00
3. TASK 3	$ 50,500.00
Total Design Services (Not-To-Exceed)	*$ 242,642.00*

C. **Direct Expenses.**

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

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

a. **Project Reimbursable**	$	5,000.00
b. **Commercial Reproduction.**	$	000.00
c. **In-House Reproduction.**	$	000.00
d. **Commercial Plotting.**	$	000.00
e. **In-House Plotting.**	$	000.00
f. **Communications.**	$	000.00
g. **Postage, Mail, and Delivery Service.**	$	000.00
b. *Total Direct Expenses (Not-To-Exceed)*	***$***	***25,000.00***

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

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

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

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

F. ***Project Budget, Grand Total (Not-To-Exceed)*** ***$ 1,010,842.00***

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

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

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

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

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

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

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

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Con

B. sultant 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.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

I. **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.

J. **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.

13. 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.

14. 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, Patrick McFarlin, Vice President, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

_____ Other: _____.

_____ None of the Above.

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

Signed this _____30th_____ day of _January_____, 2012.

_____ Vice President
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Patrick McFarlin Patrick McFarlin,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 30th day of January, 2012.

MARY ELLEN FLYNN
Notary Public, State of Texas
My Commission Expires
January 12, 2016

_____
Notary Public in and for the State of Texas
My commission expires: 1-12-2012

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.**

Jacobs Engineering Group Inc.

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.**

Mr. Chad St John is a Project Manager with Jacobs Engineering Group Inc., in this role Mr. St. John works with Mr. Dudley Raymond who is Assistant Parks Director for the City on various park projects. Jacobs does not believe this relationship which occurs in the ordinary course of business is a conflict of interest.

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

None.

Amended 01/13/2006

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

1.30.12
Date

Amended 01/13/2008

JACOBS

Exhibit H

I. GENERAL APPROACH

A. Specific design/engineering requirements shall be studied to allow for the train system to be constructed in a future phase of park development. Program items to be reviewed include existing "Lake Study" report, existing "Preliminary Lake Design" drawings, and current USCOE and TCEQ Permitting. These items have bridges, dams, roads etc. that need to be reviewed to allow Phase 1 infrastructure to occur while accommodating the future Railroad System Improvements

B. The impact of the Railroad System improvements on Phase 1 Construction Costs will be evaluated to determine what can be built in Phase 1 while allowing for future phase development.

C. The actual Railroad System improvements will be studied to provide for the program and costs of the future infrastructure development of the train system.

II. TASK SUMMARY

A. TASK ONE. Establish Program & Criteria for Railroad System

1. The Consultant team will attend up to two (2) work sessions with City representatives to establish the train criteria to be studied for the railroad system of the park.
2. The Consultant and City will define the Railroad System Program as desired for Grand Park including all park related features, train depot locations, track layouts, etc.
3. Based upon the program, a written summary will be provided for the city's approval of the Consultant to proceed with revising the existing Grand Park Master Plan.

B. TASK TWO - Lake Study

The Engineer will prepare a re-study of the proposed lakes along Stewart Creek within the limits of the Park. The study will encompass approximately 10,600 linear feet (LF) of Stewart Creek, from just upstream of the proposed Stonebrook Parkway extension to approximately 1,000 feet upstream of the BNRR. The study will include the following items:

1. Pre-Project Modeling and Analysis
   The Engineer will determine the pre-project hydraulics for Stewart Creek within the Park. Hydrology and hydraulics models are to be obtained from the city of Frisco from the recent study of Stewart Creek. This task will include, but not exceed the following:

   - Delineate the limits of the pre-project 100-year floodplain for both existing and fully developed watershed conditions within the Park on a hydraulic work map.
   - Attend one (1) meeting with the City to review the results of the pre-project modeling of Stewart Creek.

2. Post-Project Modeling and Analysis

   Based on the results of the pre-project analysis, The Engineer will prepare post-project H&H models for Stewart Creek within the Park. This task will include, but not exceed the following:

   - Modify pre-project drainage areas and unit hydrograph parameters as necessary to model the proposed system of lakes.
   - Input the proposed lakes into the HEC-HMS model based on the revised Master Plan of Grand Park approved in November 2011.
   - Calculate the Probable Maximum Precipitation (PMP) for the fully developed watershed condition using the HMR52 program. Input the PMP into the HEC-HMS model to determine the Probable Maximum Flood (PMF) discharges and associated routing through the proposed lakes.

- Modify the pre-project HEC-RAS model to include up to two (2) proposed lakes and associated outfall structures and spillways.
- Compute 100-year water surface elevations along Stewart Creek for both existing and fully developed watershed conditions.
- Compute the PMF water surface elevations through the proposed lakes.
- Delineate the limits of the post-project 100-year and PMF floodplains within the Park on a hydraulic work map.
- Attend one (1) meeting with the City to review the results of the post-project modeling of Stewart Creek.

3. Lake Study Report

The Engineer will prepare a revised letter report outlining the study effort. The report will include supporting tables and exhibits detailing the limits of the pre-project 100-year floodplains and post-project 100-year floodplains. The report will also include a discussion on the hydraulic analysis and requirements for the proposed lakes.

The report will be submitted in draft form to the City for review and comment. The City will provide written comments to The Engineer on the draft report. The Engineer will attend one (1) meeting to review and discuss the written comments. The final report will be prepared and submitted to the City after the written comments are addressed and/or resolved. Copies of the final HEC-HMS and HEC-RAS models will also be provided to the City in electronic format.

Assumptions

1. This task does not include hydraulic analyses of the tributaries of Stewart Creek located within the Park.
2. This task does not include hydraulic analyses of Stewart Creek between Legacy Drive and the proposed Stonebrook Parkway extension.
3. Up to two (2) alternatives for the proposed lake system will be evaluated in the Lake Study. Analysis of additional alternatives will be considered Additional Services.
4. No public meetings and/or presentations will be provided within this Scope of Services. No illustrative graphic presentation exhibits will be provided within this Scope of Services.
5. This entire scope of services assumes that only two lakes will be constructed as per the approved Grand Park Master Plan. If additional lakes or dams are required to enhance the Master Plan or achieve other requirements of the site layout, the additional lakes and dams will be evaluated and designed as an additional service.

C. TASK THREE - Preliminary Lake Design

At this time in the project development, it is difficult to predict the type, size and layout of the proposed lake system within the park. Therefore, this scope of services will only include preliminary schematic design for the lake system. The preliminary lake design will be prepared for a 30% design submittal to the City. Completion of the final lake design construction plan package will be accomplished under an additional task described in this document. For the purposes of this task, the items that will be prepared, as part of this task, are listed below:

- Preliminary layout of grading and excavation of the lakes, and
- Preliminary layout of a dam and spillway system for up to two (2) lakes.
- Preliminary grading and layouts will be based on aerial topography obtained by the city of Frisco for earlier Grand Park efforts.

Other lake-related enhancement items such as urban edge treatment, overlooks/piers, fountains, landscape development, pumping systems, and pedestrian crossings would be included in the Park design program to be executed under a separate contract.

For the items listed above, The Engineer will prepare preliminary schematic design level construction drawings to assist the City in understanding how the lake system would be constructed.

The Engineer will prepare preliminary lake grading sheets consistent with the information developed in the Lake Study Report and the lake configuration as identified in the revised Grand Park Master Plan. These preliminary sheets will be submitted to the City for review and comment. A preliminary opinion of probable cost will also be prepared for this design phase and will include appropriate construction contingencies.

The preliminary lake design drawings will include the following sheets:

- Cover sheet,
- Project layout sheet,
- Preliminary lake grading plan sheets,
- Preliminary spillway grading plan sheets for up to two (2) lakes, and
- Preliminary dam cross section and profile sheets for up to two (2) lakes.

Assumptions

1. Before preliminary lake design can commence, a geotechnical investigation will need to be conducted for the lake features. It is assumed that the geotechnical investigation contract will be included under a separate contract and scope of services with the City.

2. The City will provide as expeditiously as possible all base information, which it currently has in its possession, necessary to complete the Scope of Services described herein. All information provided by the City is assumed to be accurate and complete, unless indicated otherwise by the City. If additional information or cost is required to complete this Scope of Services, City approval shall be obtained prior to acquisition of said information.
3. The Scope of Work for this task was prepared under the assumption that the design of the lake system will be in accordance with a revised Master Plan. Should the analysis in the previous tasks of this Scope of Work, or other City decisions require additional lake features, or a lake system more complex or costly than identified in the revised Master Plan, The Engineer and the City staff will re-evaluate this Scope of Work and determine the basis of compensation in accordance with revisions to the design services.

D. TASK FOUR - Revise Permitting Documents

The text below presents the proposed scope and fee for providing assistance in Individual Permit (IP) and Section 401 Water Quality Certificate process for the City of Frisco (City) Grand Park project, which is currently in process with the U.S. Army Corps of Engineers (USACE) and Texas Commission on Environmental Quality (TCEQ). For clarity sake, we have included a brief summary of our understanding of the current status of the permitting process.

Understanding of Current Status

Permit package was submitted to USACE and TCEQ. Public notice was issued by USACE. Comments were received from several agencies including the USACE and these have been mostly addressed by The Engineer Engineering Group. Subsequently, the idea of bringing a train into the park was introduced to the project and the overall park master plan has been modified to include more hard edge on the main lake and the loss of the planned impoundment east of the Dallas North Tollway. Planning to allow the train and other elements of the master plan will necessitate changes to the lakes as well as modifications to some of the other streams and water features in the park. These changes affect the estimate of impacts as well as the mitigation plan. When the potential changes to the project were first brought up, the USACE had indicated that the inclusion of the train could necessitate reissuance of the public notice, which reopens the project to agency comments and comments from the public at large.

Proposed Scope

It is anticipated that the previously conducted delineation and PJD report will suffice for this new effort and that no additional delineation/jurisdictional determination work will be required.

The Engineer will coordinate with the City's planners and engineers to determine the impacts related to the addition of the train and other master plan changes and will update project permitting documents to reflect the revised design. It should be noted that we won't be able to start the majority of this work until the

planners and engineers provide certain details related to the location and extent of impacts (e.g., location and type of all proposed rail, road and path crossings; location and extent of all dams/embankments; probable outfall locations; etc.).

The Engineer will also need details from the City and project engineers/planners related to mitigation. Up to now, permitting documents (notably the mitigation plan) have included a significant off-site element on property to the southwest of Grand Park (referred to as the Burt Fields Property). Our assumption is that the City still intends to use this property and generally follow the mitigation plan that has been presented to agencies to date. Changes in the mitigation plan at this point will complicate things with the Corps and other agencies and likely make gaining approvals more time-consuming. This is an important issue and will need to be clarified by the City and The Engineer as soon as possible in order to expedite the permitting process.

We are assuming that a new public notice will be required by the USACE. The Engineer will modify the public notice to reflect the inclusion of the train and other changes to the master plan and provide it to the USACE for issuance. The Engineer will respond to comments received during the open comment period and send the response to TCEQ and the USACE for review. Following submittal of these responses, The Engineer will coordinate with the USACE to receive the decision document.

The Engineer will also coordinate with TCEQ to obtain the 401 Certificate for the project. A revised Section 401 certification will be needed reflecting new impacts and describing the new preferred alternative (with train and other changes). Lately, we have noticed that the TCEQ has been more diligent in requiring that storm water outfalls from developed areas provide 'treatment' of storm water (e.g., via mechanical systems like Stormceptors® or through vegetated swales and the like) prior to discharge. We expect similar requests for this project especially given the additional hard edge planned for the west side of the lake.

It is assumed that several meetings between the team and the City will be needed to complete this project. We have assumed that six (6) meetings will be attended for the sake of this estimate.

A summary of deliverables to be provided under this scope of services is included in the bullets below:

- Revised Pre-Construction Notification
- Revised Mitigation Plan
- Revised Standard Permit Form (ENG 4345)
- Revised Public Notice
- Revised Section 401 Water Quality Certification Checklist

The services will be provided on an hourly basis – i.e., equal to the cumulative hours charged to the Project by each class of The Engineer's employees times standard hourly

rates for each applicable billing class for all services performed, plus reimbursable expenses

Assumptions:

1. It is assumed that the all past work products related to the Section 404/401 permitting effort will be provided by The Engineer in electronic format, including relevant text documents and ArcMap files.
2. No fieldwork (delineation, searching for new mitigation sites, etc.) is included in this scope of services. If needed, this could be done at standard hourly rates upon request by the City.
3. No land survey efforts are included in this scope of services. After the permit(s) are obtained, land survey efforts may be required for on-site and off-site mitigation areas. Those services could be performed by The Engineer at standard hourly rates upon request by the City.
4. A $100.00 application fee is required for the permit, payable by the applicant. No permit fees are included in this scope of services.
5. No floodplain permitting (FEMA or City) is included in this scope of services.
6. No water appropriations permitting or dam safety permitting (TCEQ) is included in this scope of services.
   No effort to obtain a Marl, Sand, Gravel, Shell or Mudshell Permit (TPWD) is included in this scope of services.

E. TASK FIVE - Water Rights Permitting

The Engineer will revise the necessary documents to seek a water use permit from the Texas Commission on Environmental Quality (TCEQ) for the proposed lakes. This task includes the following items:

- Conduct a coordination meeting with City staff and Dallas Water Utilities (DWU) to discuss purchase of lake evaporation make up water.
- Update/Modify the application forms.
- Update/Modify the summary report.
- Update/Modify required maps and exhibits in support of the application.
- Calculate the required elevation vs. capacity curves for each lake.
- Attend up to two (2) meetings with City staff to review the permit application.
- Attend one (1) TCEQ hearing to support the permit application, if necessary.
- One Emergency Action Plan (EAP) will be prepared in accordance with criteria specified in 30 TAC 299.61 relating to Emergency Action Plans to address safety concerns associated with a dam failure. The plan will be created using TCEQ's EAP guidelines. The EAP will contain contact information of responsible parties (provided by the client), emergency personnel and when downstream homeowners should be notified. This scope of services provides for one coordination meeting with the client; if

additional meetings are required, they will be provided through additional services. One copy of the EAP will be submitted to TCEQ and the client for review and comment. One set of comments will be addressed through this scope, if additional comments should need to be addressed, that effort will be provided as additional services.

- Using the minimum requirements found in 30 TAC 299.43 relating to Operation and Maintenance (O&M) and TCEQ's guidelines for O&M, one plan will be created for the most downstream dam based on the specific needs of the dam. Recommendations for operation and maintenance will be coordinated with the owner's maintenance team, up to one meeting. Additional meetings will be provided under additional services. One copy of the O&M plan will be submitted to TCEQ and the client for review and comment. One set of comments will be addressed through this scope, if additional comments should need to be addressed, that effort will be provided under Additional Services.

In order to address TCEQ's requirement for maintaining the lake levels, it is assumed that water will be provided by a well.

Assumptions

1. This Scope does not include the services of an attorney familiar with processing legal documents through the TCEQ. These services could be accomplished by the City Attorney, or The Engineer could subcontract the services of an experienced law firm as an Additional Service.
   (a) The City will pay for all required governmental processing fees and public notice advertising costs.

F. TASK SIX - Railroad Track Design

It is our understanding that the Grand Park track alignment will circulate from the new Railroad Museum through the existing Grand Park site that is currently under design.

The Engineer will meet with the City to discuss proposed routes of the train. The Engineer will develop a total of two (2) conceptual alignments for the City's review. The City will be responsible to identify the preferred alternative for further development. If additional alignments are requested, additional services will be required.

It is our understanding that the Grand Park track will be designed using the specifications for the "Sugar Cane" Train. The effort in this Scope of Work will include researching this train to discover:

- The locomotive specifications.
- The annual maintenance and costs of the locomotive.
- Fueling facility requirements

- The horizontal and vertical track alignment specifications
- Road crossing protection requirements
- Clearance requirements
- Public safety protection

The Engineering and Design Effort will include:

1. Key Map & Horizontal and Vertical Control
   - Establish horizontal and vertical control. The City of Frisco is to provide existing control points.
   - Perform a topography survey along the proposed track alignment to locate the bents under Dallas North Tollway, the existing building location near the proposed museum, wetland boundaries, drainage structures and utilities.

   - Prepare site layout sheet showing all site control monumentation.

2. Typical Sections
   - Develop typical sections required for the proposed track
   - Typical sections will be developed to scale as required for clarity.

3. Track Plan and Profile
   - Develop horizontal and vertical track alignments utilizing the existing DNT bridge plans, existing and proposed topography survey, the modeling of the lakes, location of the wetlands and location of the dams. (H:1" = 40', V: 1" = 4').

4. Grading
   - Generate existing ground contours from topographic survey.
   - Develop proposed contours at top of subgrade in areas with ballasted track and top of finished ground/pavement in all other areas.

5. Preliminary Quantities and Construction Cost Estimate
   - Calculate preliminary quantities and construction cost estimate for ballasted track construction.

6. Assumptions- This proposal does not include the following:

   - Design of road crossings or signal system at road crossings
   - Design of structures over proposed lakes
   - Cross Sections
   - Geo-technical Investigation
   - Permitting or Drainage Study
   - Design of track slab under Dallas North Tollway
   - Utility relocations
   - Drainage calculations/structures
   - Design of maintenance facility
   - Design of pedestrian crossings

G. TASK SEVEN – Construction Documents for the Lakes

1. At such time as the Engineer is directed by the City, the Engineer shall prepare and submit seven (7) sets of Final Design Plans for review; 4 each on 22" x 34" sheets and 3 each on 11" x 17" sheets and eight (5) copies of specifications. Final Design Plans must be approved by the City prior to the Engineer commencing with the preparation of Final Bid Documents. Upon approval of the Final Design Plans, the Engineer will provide the City with the approved plans in pdf format and revised schedule for completion of the project.

2. Final Design Plans shall include, at a minimum, the following Plan Sheets:
   Plan Sheets:
   1. Title Sheet
   2. General Notes
   3. Project Layout
   4. Horizontal and Vertical Control
   5. Soil Bore Locations and Logs
   6. Lake Grading Plan Layout
   7. Detailed Lake Grading Plan
   8. Spillway Grading Plan for 2 lakes
   9. Dam Plan and Profile for 2 lakes
   10. Dam and Spillway Cross Sections
   11. Spillway Structural Detail
   12. Dam Structural Detail
   13. Permanent Erosion Control Details
   14. Erosion Control Plan
   15. City Standard Details
   16. Miscellaneous Details
   17. Lake Clay Liner Details (if required)

3. Final Design
   a) The Engineer will perform the following tasks to prepare the final design of the Project:
      (1) Establish horizontal and vertical alignments based on the City's three dimensional coordinates;
      (2) Utility crossing(s) locations to be provided from record documents, field surveys, and the Phase I Development Scope of Services;
      (3) Identify areas of conflicts with existing utilities and verify clearances. Use Subsurface Utility Engineering methods when directed by City as listed under Additional Services.
      (4) Plot existing topographic features on plan and profile sheets (1"=50' horizontal and 1"=5" vertical).
      (5) Preparation of lake plan & profile drawings of proposed project stationed along centerline. The profile will show the existing ground

with respect to the centerline alignment of the lake system. Additionally, information from previous tasks, if available and applicable, is to be shown on the plans.

(6) Preparation of Erosion Control Plans to comply with the TCEQ Storm Water Management Program.

(7) Engineer shall prepare and submit appropriate special condition requirements.

(8) Engineer shall coordinate with appropriate existing utility companies of the proposed design in order to take necessary steps to clear the utilities from any conflicts with the Engineer's preliminary design.

b) Construction Estimate - At the time of submittal of the Design Plans, the Engineer shall prepare an estimate of construction quantities and develop preliminary statement of opinion of probable construction cost (OPCC).

c) Update the Project schedule and submit to City for review.

4. At such time as the Engineer is directed by the City, the Engineer shall prepare Final Bid Documents. Final Bid Documents shall consist of Final Plans and Specifications which shall be consistent with the content and format of the Final Design Plans. Review comments from the franchise utilities shall be incorporated into the Final Bid Documents.
5. Final Plans shall include the following:
   a) Title Sheet
   b) General Notes
   c) Project Layout
   d) Horizontal and Vertical Control
   e) Soil Bore Locations and Logs
   f) Lake Grading Plan Layout
   g) Detailed lake Grading Plan Sheets for 2 Lakes
   h) Spillway Grading Plan Sheets for 2 Lakes
   i) Spillway Structural Detail Sheets for 2 Lakes
   j) Dam Plan and Profile Sheets for 2 Lakes
   k) Dam Structural Detail Sheets for 2 Lakes
   l) Dam and Spillway Cross Section Sheets
   m) Permanent Erosion Control Detail Sheets
   n) Erosion Control Plan
   o) City Standard Details
   p) Miscellaneous Details
   q) Clay Liner Detail Sheets for 2 Lakes (if required)
6. Final Specifications shall include the following:
   a) Advertisement for Bids
   b) Instruction to Bidders

c) Bid Proposal Form
d) Standard Form of Agreement
e) Performance, Payment, & Maintenance Bonds
f) Worker's Compensation Certificate
g) General, Supplemental, and Special Specifications
h) Schedule of Prevailing Wage Rates
i) Technical Specifications

7. The Engineer shall submit 3 sets of the Final Bid Documents to the City for approval. The Engineer shall also develop and submit an Opinion of Probable Construction Cost based on the final plan quantities.
    - The Engineer shall meet with the City to discuss Final Bid Documents.
    - After City has approved the Final Bid Documents, the Engineer shall then submit 3 sets of the Final Bid Documents and a pdf copy to the City and a revised schedule for completion of the project.
8. Utility Coordination - Upon completion of the Final Plans, the Engineer shall distribute any changes from the Preliminary Design Plans to all utility companies or other entities that have facilities within the limits of the Project. Engineer shall also attend up to two (2) utility coordination meetings as needed.
9. Survey Services: Field Survey: The Engineer shall direct the work of the field party to perform the following:
    - Perform survey services in the locations of the 2 proposed dam and spillway locations to provide sufficient detail of existing topography for dam and spillway design. The field information shall be based on NAD-83 datum.

ASSUMPTIONS

1. Before the final lake design can commence, a geotechnical investigation will need to be conducted for the lake features. It is assumed that the geotechnical investigation contract will be included under a separate contract and scope of services.
2. The City will provide as expeditiously as possible all base information, which it currently has in its possession, necessary to complete the Scope of Services described herein. ALL INFORMATION PROVIDED BY THE CITY IS ASSUMED TO BE ACCURATE AND COMPLETE, unless indicated otherwise by the City. All such information shall be provided to The Engineer and any costs associated with acquisition of information will be borne by the City.
3. This scope of services does not include bidding phase services, construction administration, responding to Requests for Information by the contractor or City, or construction inspection.

4. The Scope of Work for this task was prepared under the assumption that the design of the lake system would be in accordance with the approved Grand Park Master Plan dated November 2011. Should the analysis in the previous tasks of this Scope of Work, or other City decisions require additional lake features, or a lake system more complex or costly than identified in the approved Grand Park Master Plan, The Engineer and the City staff will re-evaluate this Scope of Work and determine the basis of compensation in accordance with revisions to the design services.

5. It is anticipated that the lake design will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, The Engineer will re-evaluate the scope of services to address additional fees not covered in this Scope of Work.

H. TASK EIGHT – STEWART CREEK EVALUATION AT NTTA

This task consists only of evaluating minor erosion issues under the NTTA bridges and determining the location and size of a drop structure on the western edge of the NTTA right of way to drop the creek into the upstream lake.
The following tasks will be completed:

- Examine the hydraulic model to determine the velocities and forces within the creek.
- Perform calculations to determine the size and location of a drop structure to drop the creek flowline into the upstream lake.
- Evaluate the potential for minor erosion to continue to occur under the NTTA bridges.
- Produce a preliminary cost estimate for the proposed improvements
- Prepare a report for the city that includes findings and recommendations.

- *Assumptions*
  - *This is not intended to be a full restoration study for the creek corridor east of the proposed drop structure.*
  - *The limits of this study include the area under the NTTA bridges only.*
  - *Study and plans created as a part of this scope of work will not satisfy future development plans for Stewart Creek restoration east of the North Dallas Tollway.*

- *This task does not include the evaluation of the interaction of the proposed train with drainage under the NTTA bridges.*
- *This task assumes that the lakes will not extend west of the NTTA right of way line.*

I. TASK NINE – STEWART CREEK IMPROVEMENTS AT NTTA

The Stewart Creek Improvements at NTTA will consist of the following tasks:

- Prepare construction documents for the drop structure and minor erosion control elements. These plans will include:
  - Plan and profile sheets for the erosion control elements and drop structure
  - Detail sheets for the erosion control elements and drop structure. No appreciable grading in the creek is anticipated in this scope.
  - Erosion and Sedimentation Control Plans and details for construction of the drop structure.
- Technical Specifications
  - Prepare technical specifications for the construction of the drop structure and erosion control elements. This scope assumes that the technical specification sections will be added to the master set of construction documents for the construction of the lake system.
- Project coordination
  - Attend up to two (2) city meetings with staff, City Council meetings, and other commission meets as necessary. This scope of services does not include any bidding phase services, construction administration, response to requests for information or construction inspection services.
- Preparation of a preliminary opinion of probable cost for the proposed elements.

- *Assumptions*
  - *This is not intended to be a full restoration set of plans for creek corridor east of the proposed drop structure.*
  - *The restoration plans are limited in accounting for future train improvements.*
  - *Corp of Engineers submittals will have to be completed east of the drop structure with any further improvements in the future.*
  - *This task assumes that no meetings will be held with NTTA.*

J. TASK TEN – RAILROAD DRAINAGE CONSIDERATIONS

- Railroad Alignment Hydraulics
  - Coordinate with Roadway and Structural design teams during Task One and Task Six railroad track design activities. Provide feedback regarding hydraulic impacts of the train on bent layout and location to minimize hydraulic effect of the train bridge both upstream and downstream of the proposed bridge location. This task is for the park road bridge only.

- Detailed analysis of the park road bridge only to determine scour and erosion caused by bridge and produce recommendation on how to minimize effect.
- Coordinate with the Task Four Permit Revision activities to aid in the evaluation of any encroachments to the Waters of the US and wetlands caused by the train grading at the park road bridge. Recommend mitigation measures for both.
- Analyze required grades for the railroad bridge and create preliminary grading recommendations for both the north and south sides of the future park vehicle bridge.

- *Assumptions*
  - *SWPPP not included*
  - *Completion of this task does not include any analysis of the interaction of the proposed train on the existing drainage under the NTTA bridges. These tasks will be completed for the park road bridge only. The evaluation will not include any area west of the NTTA right of way line. Therefore, this task assumes that the upstream limit of the lake to be constructed will not extend under the NTTA bridges.*

K. TASK ELEVEN – WATER SUPPLY FOR THE LAKES, IRRIGATION SYSTEM AND KID'S PLACE

The Engineer will perform a water balance of the lake system to determine the make up water needs of the lake and the irrigation needs of the adjacent park. The purpose of this study will be to determine the volume of water needed to operate the lake system. In addition, well sources, locations and flow rates for ground water sources will be investigated. A preliminary system sizing will also be studied to determine pump sizes, number of wells and operational constraints. The following tasks will be accomplished as a part of this item:

1. Develop an evaporation balance for the lakes.
2. Determine the Kid's Place water demands. This study assumes that the Kid's Place water will not be required to be chlorinated,
3. Perform an investigation into the types and number of wells needed to supply the water demands of the system,
4. Perform an analysis of the Kids Place water and if it can be recycled into the lakes.
5. Attend up to three (3) meetings with the city of Frisco to determine water needs and to discuss the system.
6. Landscape water demand calculations, by month, for final build-out of all areas to be irrigated based upon:

   a) historical evapo-transpiration and rainfall data.
   b) proposed plant species and desired management practices
   c) irrigation system component efficiencies

7. Demand calculations to supply the volume of water required to replace lake surface evaporation.

8. Demand calculations to determine the flow rate of water required to supply the moving "creek" water feature.

9. Well water flow rate requirements.

   (i) Develop a prefabricated pump station specification using recommendations from a national pump station supplier,

   (ii) Develop a deep well pump specification using recommendations from a national pump supplier,

   (iii) Develop a water supply well specification using recommendations from a local water well driller.

   (iv) Develop a distribution system specification to transfer water from the wells to the lakes and from the wells to a header for the irrigation system.

   (v) Develop schematic drawings to be used in the bid package.

10. Pump and control equipment specifications for all landscape irrigation.

11. Electric power requirement specifications for all pump and control equipment.

- This scope of services does not include any bidding phase services, construction administration or construction inspection services.
- This scope of services assumes that no permanent building will be designed to house the well and pumping system and that no chlorination or other treatment will be required to use the water from the wells.

L. **TASK ONE –Revisions to Master Plan: ($104,435.00)**
Provide revisions to the Grand Park Master Plan based on direction provided by the City of Frisco. Task to include:

1. Team Meetings. (up to 8 meetings) ($15,590)
2. Revisions the Master Plan. ($34,692)
3. Preliminary market analysis to determine potential uses for west side of lakes. ($20,000)
4. Preliminary plan for development of west side of lakes. ($3,707)
5. Revisions to the master plan that accommodates development potential and revisions to lake design. ($4,446)
6. Revisions to Kids Place location. ($16,771)
7. Cost Estimates for Grand Park and Phasing plans ($9,229)

M. **TASK TWO – Schematic Design for New Master Plan: ($87,707)**
The design team will prepare a schematic design plan set based on the proposed Master Plan revisions for the Grand Park. The scope of work included:

1. Preparation of schematic level plans based on confirmation of phase 1 construction. (Schematic design shall be approximately 10% construction documents.)
2. Identify material selections including but not limited to paving materials, site furniture, etc
3. Preliminary site grading (excluding lake).
4. Coordination with site utilities and franchise utilities.
5. Cost Estimate update based on the approved.
6. Tagging and selecting of existing trees to be used within the park during construction. It is anticipated this will be up to two day in the field with an tree mover selected by the city. The tree mover will provide an arborist and all other information necessary to help select trees for future use within the park.

N. **TASK THREE – Grand Survey, boundary Survey, and Platting: ($50,500)**

A: LAND TITLE SURVEY – CATEGORY 1A

Jacobs Engineering Group will provide a standard land survey, listed below, for the land set aside by the city of Frisco for the Grand Park project. This includes the +/- 5 tracts of land between Cotton Gin Road, Dallas North Toll way, Legacy Drive, Stone brook Drive, and the BNSF railroad. This also includes the +/- 5 tracts of land on the East side of the Dallas North Toll way owned by the city of Frisco. In all these tracts of land add up to a total of +/- 350 acres by deed.

Jacobs will perform a boundary survey that is in compliance with the standards and specifications of a Category 1A, Condition II, Land Title Survey as defined in the current MANUAL OF PRACTICE for Land Surveying in the State of Texas, published by the Texas Society of Professional Surveyors.

The certification used by the surveyor will be as follows:

The undersigned hereby certifies that this survey was made on the ground under my supervision as per the legal description shown hereon and shows the boundary lines, the dimensions and the area of land indicated hereon; (i) all monuments shown hereon actually exist, and the location, size and type of such monuments are correctly shown; (ii) this survey shows the size, location and type of buildings, structures and other visible improvements on the subject

property; (iii) that there are no visible discrepancies, shortages in area, boundary line conflicts, intrusions or protrusions, overlapping of right-of-ways except as shown on the map hereon.

This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications for a Category 1A Condition II Survey.

Any changes or additions to the requirements or the certification language will be negotiated by the Client and the surveyor at an additional fee.

The Client will furnish the surveyor with copies of all required subject deeds, current-adjoining deeds, right-of-way maps, current (30 days) Title Commitment together with all identified easements and listed exceptions of record shown on Schedule B contained therein. If the Client is unable to provide the record documents required for completion of the survey, the surveyor would provide this research at an additional fee. The surveyor will not make an independent abstract of title or easement estate of the subject property.

The easements and other exceptions listed on the Schedule B portion of the Title Commitment will be located based on the descriptions of record as provided to the surveyor. The correction or resolution of erroneous, deficient or ambiguous easement descriptions is not included within this scope.

The resolution of boundary conflicts or gaps discovered during the course of this survey is not included within this scope.

The surveyor will address all written comments collectively one time from all parties reviewing the survey.

Work will begin upon receiving notice to proceed. We estimate the above described work to be completed within 30 working days after receipt of the title commitment and above described record documents.

B: PARTIAL TOPOGRAPHIC SURVEY

Jacobs will perform a field topographic of the area of the proposed train crossing underneath the North Dallas Tollway, additional to the positions and elevations listed below the elevations of the bottom of the bridge structure will also be measured

The field topographic survey that is in compliance with the standards and specifications of a Category 6, Topographical Survey as defined in the current *MANUAL OF PRACTICE for Land Surveying in the*

State of Texas, published by the Texas Society of Professional Surveyors.

Unless otherwise specified, the survey will be established using physical monumentation to identify the horizontal and physical control for the project area. The project will then be adjusted horizontally to client specifications and vertically to the North American Vertical Datum (NAVD) 88 for orthometric heights and GEOID 09 for geoidal separations with references to published benchmark information, if available.

Jacobs will provide topographic mapping with a minimum of one foot contour intervals depicting, but not limited to, the following information:

Positions and elevations of natural ground features, edge of pavement, curb islands, top back of curb with flow lines, valley gutters, cross sections of roadways, median openings and intersections of adjacent streets and roads, top of block wall footings, flow lines, top of bank and toe of slope of creeks, canals, or ditches; exterior edges of water; sign and fences; and any other above ground visible features.

The location, elevation and description of all surface visible utilities (i.e., manholes including inverts, flow line elevations and pipe sizes, inlets, fire hydrants, water valves, street lights, vaults and meter locations).

ARTICLE I. NOTE: THIS SCOPE DOES NOT INCLUDE THE LOCATION OR IDENTIFICATION OF TREES.

C: FINAL PLAT

The Final Plat will be prepared in accordance with the current Platting and Subdivision Regulations and Requirements in the "City" of which the project is located within. The plats will represent the field surveyed boundary and the subdivided lot, block and/or right-of-way configurations as provided to the Surveyor clearly defined in one of the following forms:

Lot Calculation Criteria Summary,
Dimensioned Preliminary Plat or Site Plan
Digital CADD file

City review comments will be addressed one time after the initial City submittal.

This scope and fee does not include engineering services in the form of council meetings, site plans or preliminary utility plans that may be required by the City of which is associated with this plat.

III. COMPENSATION SCHEDULE

BASIC SERVICES

A. TASK ONE. Establish Program & Criteria for Railroad System
Lump Sum $10,600.00
B. TASK TWO. Lake Study
Lump Sum $77,500.00
C. TASK THREE. Preliminary Lake Design
Lump Sum $60,100.00
D. TASK FOUR. Revised Permitting Documents
Lump Sum $45,300.00
E. TASK FIVE. Water Rights Permitting
Lump Sum $38,800.00
F. TASK SIX. Railroad Track Design
Lump Sum $39,900.00
G. TASK SEVEN. Construction Documents for the Lakes
Lump Sum $298,200.00
H. TASK EIGHT. Stewart Creek Restoration Study
Lump Sum $21,000.00
I. TASK NINE. Stewart Creek Restoration Plans
Lump Sum $63,300.00
J. TASK TEN. Railroad Drainage Considerations
Lump Sum $28,500.00
K. TASK ELEVEN. Water Supply for the Lakes, Irrigation, and Kids Place
Lump Sum $60,000.00
L. TASK ONE.
Revisions to Master Plan: $104,435.00
M. TASK TWO.
Schematic Design for New Master Plan: $87,707.00
N. TASK THREE –
Grand Survey, boundary Survey, and Platting: $50,500.00

Sub-Total $985,842.00

Reimbursables (Lump Sum). $25,000.00

TOTAL $1,010,842.00

Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement. Except as expressly amended hereby, all of the terms, provisions, covenants and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect. This Amendment may not be assigned by any party without the prior written consent of the parties hereto.

Accepted for **OWNER**		Accepted for **JACOBS ENGINEERING GROUP INC.**	
By:	_____	By:	_____
Name:	_____	Name:	William M. Romzick
Title:	_____	Title:	Manager of Projects
Date:	_____	Date:	_____

AGENDA ITEM #18.

Financial Services Department

Memorandum

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

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

From: **Anita Cothran, Director of Finance**
Danny Collier, Assistant Director of Finance

Date: **January 30, 2012**

Subject: **Review and Accept the Quarterly Investment Report**

Action Requested: Acceptance of Quarterly Investment Report for the period October 1, 2011 – December 31, 2011.

Background Information: The City of Frisco Investment Policy requires that the Investment Officers for the City provide the City Council a quarterly comprehensive investment report signed by the Investment Officers. For the first quarter of FY 2012, investments were held in the Texpool local government investment pool, TexStar local government investment pool, Wells Fargo account, certificates of deposit, and agency securities. The average yield to maturity for the quarter was 0.23%. The average six month Treasury bill yield for the quarter was 0.05%.

Board/ Citizen Input: None

Alternatives: None

Financial Considerations: Interest yields for governmental securities are still at historical lows.

Legal Review: None

Supporting Documents: Quarterly Investment Report
October 1, 2011 – December 31, 2011

FirstSouthwest
A PlainsCapital Company

Investment Portfolio Summary

City of Frisco

FRISCO
TEXAS

For the Quarter Ended

December 31, 2011

Prepared by
FirstSouthwest Asset Management

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Report Name

Certification Page

Executive Summary

Benchmark Comparison

Detail of Security Holdings

Change in Value

Earned Income

Investment Transactions

Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP:

Financial markets stabilized during December as coordinated steps by European authorities eased the pressure on Euro-zone banks and sovereign debt markets. The actions taken included bilateral swap lines among several major central banks as well as easier collateral requirements and extended terms for borrowing from the ECB. These steps provided much needed liquidity to European based banks, allowing them to borrow U.S. dollars and access cash without having to liquidate bonds. That in turn has helped to slow the bleeding in sovereign debt markets. Europe is by no means out of the woods. Severe austerity and tighter credit are expected to lead to a recession in the European economy. But for the moment at least, a major catastrophe may have been averted.

Turning to the U.S. economy, the data released in December continues to show glimmers of hope. The unemployment rate dropped from 9.0% to 8.6% in November, the lowest level in more than 2½ years. While some of this improvement was attributed to a drop in the labor force it is encouraging none-the-less. Nonfarm payrolls rose by 120k during November and upward revisions to prior months brought the three-month average up to 143k per month. First time claims for unemployment benefits also fell markedly during December, reaching a 3½ year low at 364k. The four-week moving average was well under the 400k demarcation line at 375k. Other economic data during the month may have been less robust, but generally showed signs of improvement. Despite the good news there is no indication of any major change in monetary policy for the foreseeable future. Unemployment, although improving, is still a problem, while the housing market remains depressed. Recessionary conditions in Europe will be a headwind throughout 2012. With all this in mind, most experts believe the Fed will be on hold for a long time to come. Many prognosticators have recently opined that the Fed will extend its pledge to keep rates at current levels into 2014. That would make it more than five years with overnight rates at zero, a painfully long time for short-term fixed income investors.

FirstSouthwest
A PlainsCapital Company

City of Frisco
Investment Officers' Certification

For the Quarter Ended
December 31, 2011

This report is prepared for the **City of Frisco** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Anita Cothran

Name: Anita Cothran Title: Director of Financial Services

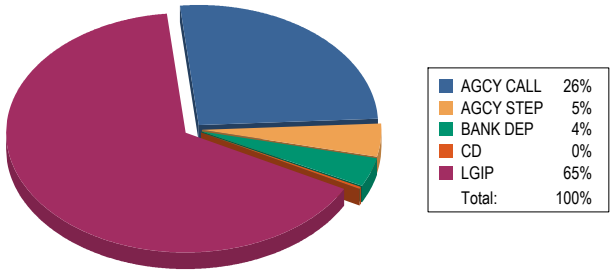
Danny Collier

Name: Danny Collier Title: Assistant Financial Director

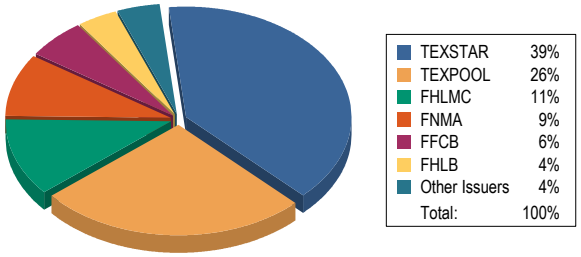
Account Summary

	Beginning Values as of 09/30/11	Ending Values as of 12/31/11
Par Value	245,783,461.76	258,870,599.69
Market Value	245,691,931.76	258,815,029.69
Book Value	245,773,431.82	258,885,128.22
Unrealized Gain / Loss	(81,500.06)	(70,098.53)
Market Value %	**99.96%**	**99.98%**
Weighted Avg. YTW	0.224%	0.211%
Weighted Avg. YTM	0.308%	0.233%

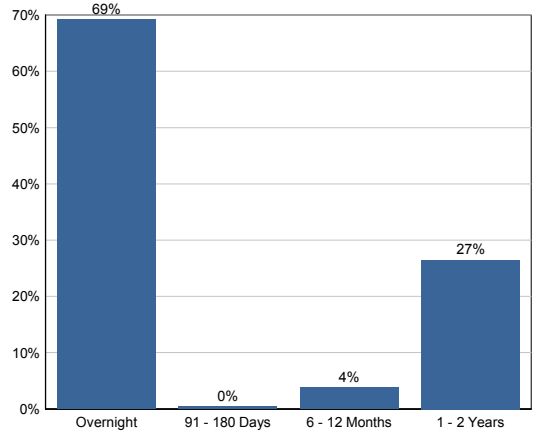
Allocation by Security Type



Allocation by Issuer

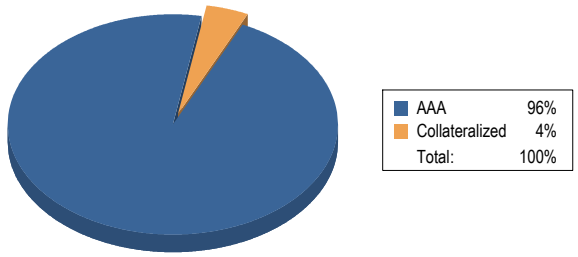


Maturity Distribution %



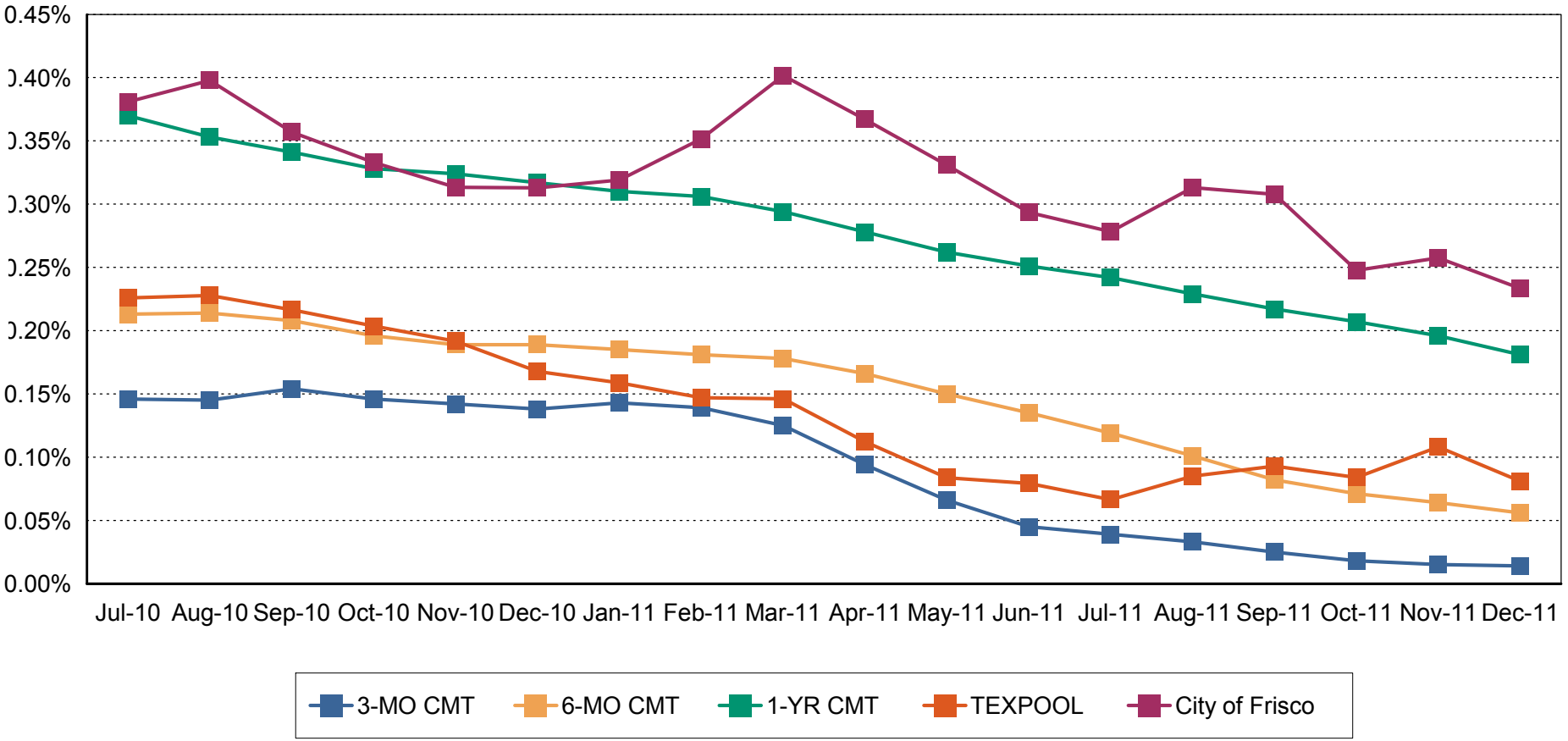
Weighted Average Days to Maturity: 155

Credit Quality



FirstSouthwest
A PlainsCapital Company

City of Frisco
Benchmark Comparison
As of 12/31/2011



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Capital Proj / Esc																	
TEXPOOL		LGIP	TexPool					20,385,268.19	100.000	20,385,268.19	20,385,268.19	100.000	20,385,268.19	1		0.081	0.081
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	99.950	1,999,000.00	573	208	0.699	0.400
3134G2A36	09/09/11	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	QRTLY	3,150,000.00	100.000	3,150,000.00	3,150,000.00	99.880	3,146,220.00	618	69	0.550	0.550
Total for Capital Proj / Esc								**25,535,268.19**	**100.000**	**25,535,268.19**	**25,535,268.19**	**99.981**	**25,530,488.19**	**122**		**0.187**	**0.164**
Capital Reserve Fund																	
TEXPOOL		LGIP	TexPool					1,119,843.21	100.000	1,119,843.21	1,119,843.21	100.000	1,119,843.21	1		0.081	0.081
3134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	500,000.00	100.000	500,000.00	500,000.00	100.020	500,100.00	405	39	0.500	0.500
Total for Capital Reserve Fund								**1,619,843.21**	**100.000**	**1,619,843.21**	**1,619,843.21**	**100.006**	**1,619,943.21**	**126**		**0.210**	**0.210**
CDC Fund																	
TEXPOOL		LGIP	TexPool					7,871,015.03	100.000	7,871,015.03	7,871,015.03	100.000	7,871,015.03	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					1,342,715.08	100.000	1,342,715.08	1,342,715.08	100.000	1,342,715.08	1		0.082	0.082
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	99.950	999,500.00	573	208	0.699	0.400
Total for CDC Fund								**10,213,730.11**	**100.000**	**10,213,730.11**	**10,213,730.11**	**99.995**	**10,213,230.11**	**57**		**0.142**	**0.112**
CIP Contributions																	
TEXSTAR		LGIP	TexSTAR					7,415,535.22	100.000	7,415,535.22	7,415,535.22	100.000	7,415,535.22	1		0.082	0.082
Total for CIP Contributions								**7,415,535.22**	**100.000**	**7,415,535.22**	**7,415,535.22**	**100.000**	**7,415,535.22**	**1**		**0.082**	**0.082**
Court Fees																	
TEXPOOL		LGIP	TexPool					521,904.01	100.000	521,904.01	521,904.01	100.000	521,904.01	1		0.081	0.081
Total for Court Fees								**521,904.01**	**100.000**	**521,904.01**	**521,904.01**	**100.000**	**521,904.01**	**1**		**0.081**	**0.081**



City of Frisco
Detail of Security Holdings
As of 12/31/2011

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Downtown Improvement																	
EXPOOL		LGIP	TexPool					117,772.39	100.000	117,772.39	117,772.39	100.000	117,772.39	1		0.081	0.081
Total for Downtown Improvement								**117,772.39**	**100.000**	**117,772.39**	**117,772.39**	**100.000**	**117,772.39**	**1**		**0.081**	**0.081**
EDC Fund																	
EXPOOL		LGIP	TexPool					5,194,593.34	100.000	5,194,593.34	5,194,593.34	100.000	5,194,593.34	1		0.081	0.081
EXSTAR		LGIP	TexSTAR					8,229,537.25	100.000	8,229,537.25	8,229,537.25	100.000	8,229,537.25	1		0.082	0.082
13374U24	07/26/11	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	ONE TIME	1,000,000.00	99.998	999,975.00	999,985.39	100.000	1,000,000.00	223	26	0.332	0.332
134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	99.950	999,500.00	573	208	0.699	0.400
Total for EDC Fund								**15,424,130.59**	**100.000**	**15,424,105.59**	**15,424,115.98**	**99.997**	**15,423,630.59**	**52**		**0.138**	**0.118**
General Operating Fund																	
TEXPOOL		LGIP	TexPool					1,321,322.79	100.000	1,321,322.79	1,321,322.79	100.000	1,321,322.79	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					13,349,523.69	100.000	13,349,523.69	13,349,523.69	100.000	13,349,523.69	1		0.082	0.082
WF-FRISCO		BANK DEP	Wells Fargo Choice IV					9,833,704.85	100.000	9,833,704.85	9,833,704.85	100.000	9,833,704.85	1		0.200	0.200
313374U24	07/26/11	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	ONE TIME	2,000,000.00	99.998	1,999,950.00	1,999,970.78	100.000	2,000,000.00	223	26	0.332	0.332
3134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	100.020	5,501,100.00	405	39	0.500	0.500
3134G2SN3	08/03/11	AGCY STEP	FHLMC	0.375	07/26/13	01/26/12	QRTLY	2,000,000.00	99.975	1,999,500.00	1,999,927.74	99.990	1,999,800.00	573	26	0.765	0.427
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.950	4,997,500.00	573	208	0.699	0.400
Total for General Operating Fund								**39,004,551.33**	**99.999**	**39,004,001.33**	**39,004,449.85**	**99.996**	**39,002,951.33**	**172**		**0.297**	**0.242**
Hotel Motel Tourism																	
TEXPOOL		LGIP	TexPool					211,339.40	100.000	211,339.40	211,339.40	100.000	211,339.40	1		0.081	0.081
Total for Hotel Motel Tourism								**211,339.40**	**100.000**	**211,339.40**	**211,339.40**	**100.000**	**211,339.40**	**1**		**0.081**	**0.081**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Impact Fees																	
TEXPOOL		LGIP	TexPool					4,574,263.93	100.000	4,574,263.93	4,574,263.93	100.000	4,574,263.93	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					1,787,884.04	100.000	1,787,884.04	1,787,884.04	100.000	1,787,884.04	1		0.082	0.082
313374U24	07/26/11	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	ONE TIME	2,000,000.00	99.998	1,999,950.00	1,999,970.78	100.000	2,000,000.00	223	26	0.332	0.332
3134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.020	3,000,600.00	405	39	0.500	0.500
Total for Impact Fees								**11,362,147.97**	**100.000**	**11,362,097.97**	**11,362,118.75**	**100.005**	**11,362,747.97**	**147**		**0.236**	**0.236**
Insurance Reserve Fund																	
TEXPOOL		LGIP	TexPool					61,817.01	100.000	61,817.01	61,817.01	100.000	61,817.01	1		0.081	0.081
2011-001	04/16/11	CD-IAM	Legacy Bk CD	0.550	04/16/12			1,000,000.00	100.000	1,000,000.00	1,000,000.00	100.000	1,000,000.00	107		0.550	0.550
3134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	400,000.00	100.000	400,000.00	400,000.00	100.020	400,080.00	405	39	0.500	0.500
Total for Insurance Reserve Fund								**1,461,817.01**	**100.000**	**1,461,817.01**	**1,461,817.01**	**100.005**	**1,461,897.01**	**184**		**0.516**	**0.516**
Interest & Sinking Fund																	
TEXPOOL		LGIP	TexPool					1,706,445.34	100.000	1,706,445.34	1,706,445.34	100.000	1,706,445.34	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					11,126,177.37	100.000	11,126,177.37	11,126,177.37	100.000	11,126,177.37	1		0.082	0.082
Total for Interest & Sinking Fund								**12,832,622.71**	**100.000**	**12,832,622.71**	**12,832,622.71**	**100.000**	**12,832,622.71**	**1**		**0.081**	**0.081**
Panther Creek-PID																	
TEXPOOL		LGIP	TexPool					254,395.72	100.000	254,395.72	254,395.72	100.000	254,395.72	1		0.081	0.081
Total for Panther Creek-PID								**254,395.72**	**100.000**	**254,395.72**	**254,395.72**	**100.000**	**254,395.72**	**1**		**0.081**	**0.081**
Park Dedication Fees																	
TEXPOOL		LGIP	TexPool					2,679,916.85	100.000	2,679,916.85	2,679,916.85	100.000	2,679,916.85	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					1,293,063.56	100.000	1,293,063.56	1,293,063.56	100.000	1,293,063.56	1		0.082	0.082
Total for Park Dedication Fees								**3,972,980.41**	**100.000**	**3,972,980.41**	**3,972,980.41**	**100.000**	**3,972,980.41**	**1**		**0.081**	**0.081**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Detail of Security Holdings
As of 12/31/2011

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
PEG Fund																	
EXPOOL		LGIP	TexPool					427,002.29	100.000	427,002.29	427,002.29	100.000	427,002.29	1		0.081	0.081
otal for PEG Fund								**427,002.29**	**100.000**	**427,002.29**	**427,002.29**	**100.000**	**427,002.29**	**1**		**0.081**	**0.081**
ublic Art Fund																	
EXPOOL		LGIP	TexPool					33,779.57	100.000	33,779.57	33,779.57	100.000	33,779.57	1		0.081	0.081
134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	250,000.00	100.000	250,000.00	250,000.00	100.020	250,050.00	405	39	0.500	0.500
otal for Public Art Fund								**283,779.57**	**100.000**	**283,779.57**	**283,779.57**	**100.018**	**283,829.57**	**357**		**0.450**	**0.450**
eries 2006 CO-W&S																	
TEXSTAR		LGIP	TexSTAR					5,879,159.53	100.000	5,879,159.53	5,879,159.53	100.000	5,879,159.53	1		0.082	0.082
Total for Series 2006 CO-W&S								**5,879,159.53**	**100.000**	**5,879,159.53**	**5,879,159.53**	**100.000**	**5,879,159.53**	**1**		**0.082**	**0.082**
Series 2006 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					14,992,992.27	100.000	14,992,992.27	14,992,992.27	100.000	14,992,992.27	1		0.082	0.082
3136FPGA9	10/20/11	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	ONE TIME	3,500,000.00	100.565	3,519,775.00	3,515,525.02	100.030	3,501,050.00	629	264	0.703	0.382
Total for Series 2006 GO Bonds								**18,492,992.27**	**100.107**	**18,512,767.27**	**18,508,517.29**	**100.006**	**18,494,042.27**	**120**		**0.199**	**0.139**
Series 2007 CO Bonds																	
31331KNE6	06/15/11	AGCY CALL	FFCB	0.480	03/13/13	Anytime	CONT	10,000,000.00	99.920	9,992,000.00	9,994,484.50	99.690	9,969,000.00	438	5	0.526	0.526
3136FPGA9	10/20/11	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	ONE TIME	3,500,000.00	100.565	3,519,775.00	3,515,525.02	100.030	3,501,050.00	629	264	0.703	0.382
3135G0FN8	11/21/11	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	QRTLY	5,000,000.00	99.915	4,995,750.00	4,995,985.05	99.940	4,997,000.00	691	326	0.593	0.593
Total for Series 2007 CO Bonds								**18,500,000.00**	**100.041**	**18,507,525.00**	**18,505,994.57**	**99.822**	**18,467,050.00**	**543**		**0.578**	**0.517**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Series 2007 CO-W&S																	
TEXSTAR		LGIP	TexSTAR					10,824,011.22	100.000	10,824,011.22	10,824,011.22	100.000	10,824,011.22	1		0.082	0.082
Total for Series 2007 CO-W&S								**10,824,011.22**	**100.000**	**10,824,011.22**	**10,824,011.22**	**100.000**	**10,824,011.22**	**1**		**0.082**	**0.082**
Series 2007 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					8,237,789.98	100.000	8,237,789.98	8,237,789.98	100.000	8,237,789.98	1		0.082	0.082
31331KNE6	06/15/11	AGCY CALL	FFCB	0.480	03/13/13	Anytime	CONT	5,000,000.00	99.920	4,996,000.00	4,997,242.25	99.690	4,984,500.00	438	5	0.526	0.526
3134G2SQ6	07/26/11	AGCY STEP	FHLMC	0.400	07/26/13	07/26/12	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	99.950	999,500.00	573	208	0.699	0.400
3135G0FN8	11/21/11	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	QRTLY	5,000,000.00	99.915	4,995,750.00	4,995,985.05	99.940	4,997,000.00	691	326	0.593	0.593
Total for Series 2007 GO Bonds								**19,237,789.98**	**99.957**	**19,229,539.98**	**19,231,017.28**	**99.901**	**19,218,789.98**	**324**		**0.362**	**0.346**
Series 2008 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					3,467,506.46	100.000	3,467,506.46	3,467,506.46	100.000	3,467,506.46	1		0.082	0.082
313374U24	07/26/11	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	ONE TIME	5,000,000.00	99.998	4,999,875.00	4,999,926.95	100.000	5,000,000.00	223	26	0.332	0.332
3135G0FA6	11/14/11	AGCY CALL	FNMA	0.640	11/14/13	05/14/12	QRTLY	7,000,000.00	100.000	7,000,000.00	7,000,000.00	100.050	7,003,500.00	684	135	0.640	0.640
Total for Series 2008 GO Bonds								**15,467,506.46**	**99.999**	**15,467,381.46**	**15,467,433.41**	**100.023**	**15,471,006.46**	**382**		**0.415**	**0.415**
Series 2008-B CO Bonds																	
TEXSTAR		LGIP	TexSTAR					1.21	100.000	1.21	1.21	100.000	1.21	1		0.082	0.082
Total for Series 2008-B CO Bonds								**1.21**	**100.000**	**1.21**	**1.21**	**100.000**	**1.21**	**1**		**0.082**	**0.082**
Series 2009 CO Bonds																	
TEXSTAR		LGIP	TexSTAR					207,925.05	100.000	207,925.05	207,925.05	100.000	207,925.05	1		0.082	0.082
Total for Series 2009 CO Bonds								**207,925.05**	**100.000**	**207,925.05**	**207,925.05**	**100.000**	**207,925.05**	**1**		**0.082**	**0.082**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Series 2011 GO Bonds																	
EXSTAR		LGIP	TexSTAR					4,882,564.22	100.000	4,882,564.22	4,882,564.22	100.000	4,882,564.22	1		0.082	0.082
otal for Series 2011 GO Bonds								**4,882,564.22**	**100.000**	**4,882,564.22**	**4,882,564.22**	**100.000**	**4,882,564.22**	**1**		**0.082**	**0.082**
olid Waste Operating Fund																	
EXPOOL		LGIP	TexPool					394,128.58	100.000	394,128.58	394,128.58	100.000	394,128.58	1		0.081	0.081
otal for Solid Waste Operating Fund								**394,128.58**	**100.000**	**394,128.58**	**394,128.58**	**100.000**	**394,128.58**	**1**		**0.081**	**0.081**
pecial Events Fund																	
EXPOOL		LGIP	TexPool					99,728.34	100.000	99,728.34	99,728.34	100.000	99,728.34	1		0.081	0.081
Total for Special Events Fund								**99,728.34**	**100.000**	**99,728.34**	**99,728.34**	**100.000**	**99,728.34**	**1**		**0.081**	**0.081**
Stormwater Operating Fund																	
TEXPOOL		LGIP	TexPool					1,044,164.98	100.000	1,044,164.98	1,044,164.98	100.000	1,044,164.98	1		0.081	0.081
Total for Stormwater Operating Fund								**1,044,164.98**	**100.000**	**1,044,164.98**	**1,044,164.98**	**100.000**	**1,044,164.98**	**1**		**0.081**	**0.081**
Superdrome																	
TEXPOOL		LGIP	TexPool					169,599.33	100.000	169,599.33	169,599.33	100.000	169,599.33	1		0.081	0.081
3134G2A36	09/09/11	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	QRTLY	1,500,000.00	100.000	1,500,000.00	1,500,000.00	99.880	1,498,200.00	618	69	0.550	0.550
Total for Superdrome								**1,669,599.33**	**100.000**	**1,669,599.33**	**1,669,599.33**	**99.892**	**1,667,799.33**	**555**		**0.502**	**0.502**
TIRZ #1																	
TEXPOOL		LGIP	TexPool					4,343,236.78	100.000	4,343,236.78	4,343,236.78	100.000	4,343,236.78	1		0.081	0.081
Total for TIRZ #1								**4,343,236.78**	**100.000**	**4,343,236.78**	**4,343,236.78**	**100.000**	**4,343,236.78**	**1**		**0.081**	**0.081**

AGENDA ITEM #18.
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CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Traffic Control Enforcement																	
TEXPOOL		LGIP	TexPool					79,649.81	100.000	79,649.81	79,649.81	100.000	79,649.81	1		0.081	0.081
Total for Traffic Control Enforcement								**79,649.81**	**100.000**	**79,649.81**	**79,649.81**	**100.000**	**79,649.81**	**1**		**0.081**	**0.081**
Water & Sewer Cap Proj Arb Acct																	
TEXPOOL		LGIP	TexPool					13,316.35	100.000	13,316.35	13,316.35	100.000	13,316.35	1		0.081	0.081
Total for Water & Sewer Cap Proj Arb Acct								**13,316.35**	**100.000**	**13,316.35**	**13,316.35**	**100.000**	**13,316.35**	**1**		**0.081**	**0.081**
Water & Sewer Fund																	
TEXPOOL		LGIP	TexPool					9,276,194.94	100.000	9,276,194.94	9,276,194.94	100.000	9,276,194.94	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					5,015,730.91	100.000	5,015,730.91	5,015,730.91	100.000	5,015,730.91	1		0.082	0.082
Total for Water & Sewer Fund								**14,291,925.85**	**100.000**	**14,291,925.85**	**14,291,925.85**	**100.000**	**14,291,925.85**	**1**		**0.081**	**0.081**
Water & Sewer Imp Fees																	
TEXPOOL		LGIP	TexPool					6,370,503.94	100.000	6,370,503.94	6,370,503.94	100.000	6,370,503.94	1		0.081	0.081
TEXSTAR		LGIP	TexSTAR					2,983,850.00	100.000	2,983,850.00	2,983,850.00	100.000	2,983,850.00	1		0.082	0.082
3134G2UC4	08/08/11	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	QRTLY	3,000,000.00	100.000	3,000,000.00	3,000,000.00	100.020	3,000,600.00	405	39	0.500	0.500
Total for Water & Sewer Imp Fees								**12,354,353.94**	**100.000**	**12,354,353.94**	**12,354,353.94**	**100.005**	**12,354,953.94**	**99**		**0.183**	**0.183**
Workforce Housing																	
TEXPOOL		LGIP	TexPool					79,725.66	100.000	79,725.66	79,725.66	100.000	79,725.66	1		0.081	0.081
3134G2A36	09/09/11	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	QRTLY	350,000.00	100.000	350,000.00	350,000.00	99.880	349,580.00	618	69	0.550	0.550
Total for Workforce Housing								**429,725.66**	**100.000**	**429,725.66**	**429,725.66**	**99.902**	**429,305.66**	**504**		**0.463**	**0.463**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
otal for City of Frisco								258,870,599.69	100.007	258,888,899.69	258,885,128.22	99.979	258,815,029.69	156		0.233	0.211

AGENDA ITEM #18.

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CUSIP	Security Type	Security Description	09/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/11 Book Value	09/30/11 Market Value	12/31/11 Market Value	Change in Mkt Value
Capital Proj / Esc											
TEXPOOL	LGIP	TexPool	19,876,834.22	508,433.97	0.00	0.00	0.00	20,385,268.19	19,876,834.22	20,385,268.19	508,433.97
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	1,998,600.00	1,999,000.00	400.00
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	3,150,000.00	0.00	0.00	0.00	0.00	3,150,000.00	3,144,960.00	3,146,220.00	1,260.00
Total for Capital Proj / Esc			**25,026,834.22**	**508,433.97**	**0.00**	**0.00**	**0.00**	**25,535,268.19**	**25,020,394.22**	**25,530,488.19**	**510,093.97**
Capital Reserve Fund											
TEXPOOL	LGIP	TexPool	1,942,595.66	138.44	(822,890.89)	0.00	0.00	1,119,843.21	1,942,595.66	1,119,843.21	(822,752.45)
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	500,000.00	0.00	0.00	0.00	0.00	500,000.00	499,900.00	500,100.00	200.00
Total for Capital Reserve Fund			**2,442,595.66**	**138.44**	**(822,890.89)**	**0.00**	**0.00**	**1,619,843.21**	**2,442,495.66**	**1,619,943.21**	**(822,552.45)**
CDC Fund											
TEXPOOL	LGIP	TexPool	5,592,715.80	2,278,299.23	0.00	0.00	0.00	7,871,015.03	5,592,715.80	7,871,015.03	2,278,299.23
TEXSTAR	LGIP	TexSTAR	342,543.48	1,000,171.60	0.00	0.00	0.00	1,342,715.08	342,543.48	1,342,715.08	1,000,171.60
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	999,300.00	999,500.00	200.00
Total for CDC Fund			**6,935,259.28**	**3,278,470.83**	**0.00**	**0.00**	**0.00**	**10,213,730.11**	**6,934,559.28**	**10,213,230.11**	**3,278,670.83**
CIP Contributions											
TEXSTAR	LGIP	TexSTAR	7,196,755.15	400,505.54	(181,725.47)	0.00	0.00	7,415,535.22	7,196,755.15	7,415,535.22	218,780.07
Total for CIP Contributions			**7,196,755.15**	**400,505.54**	**(181,725.47)**	**0.00**	**0.00**	**7,415,535.22**	**7,196,755.15**	**7,415,535.22**	**218,780.07**
Court Fees											
TEXPOOL	LGIP	TexPool	488,946.76	32,957.25	0.00	0.00	0.00	521,904.01	488,946.76	521,904.01	32,957.25
Total for Court Fees			**488,946.76**	**32,957.25**	**0.00**	**0.00**	**0.00**	**521,904.01**	**488,946.76**	**521,904.01**	**32,957.25**

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wntown Improvement											
XPOOL	LGIP	TexPool	96,768.66	21,003.73	0.00	0.00	0.00	117,772.39	96,768.66	117,772.39	21,003.73
tal for Downtown Improvement			**96,768.66**	**21,003.73**	**0.00**	**0.00**	**0.00**	**117,772.39**	**96,768.66**	**117,772.39**	**21,003.73**
C Fund											
XPOOL	LGIP	TexPool	5,245,102.16	1,065,770.89	(1,116,279.71)	0.00	0.00	5,194,593.34	5,245,102.16	5,194,593.34	(50,508.82)
XSTAR	LGIP	TexSTAR	8,227,745.28	1,791.97	0.00	0.00	0.00	8,229,537.25	8,227,745.28	8,229,537.25	1,791.97
3374U24	AGCY CALL	FHLB 0.330 08/10/12	999,979.36	0.00	0.00	6.03	0.00	999,985.39	999,700.00	1,000,000.00	300.00
34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	999,300.00	999,500.00	200.00
tal for EDC Fund			**15,472,826.80**	**1,067,562.86**	**(1,116,279.71)**	**6.03**	**0.00**	**15,424,115.98**	**15,471,847.44**	**15,423,630.59**	**(48,216.85)**
General Operating Fund											
TEXPOOL	LGIP	TexPool	8,501,183.23	2,974,778.56	(10,154,639.00)	0.00	0.00	1,321,322.79	8,501,183.23	1,321,322.79	(7,179,860.44)
TEXSTAR	LGIP	TexSTAR	6,982,664.10	12,166,035.72	(5,799,176.13)	0.00	0.00	13,349,523.69	6,982,664.10	13,349,523.69	6,366,859.59
WF-FRISCO	BANK DEP	Wells Fargo Choice IV	9,828,584.59	5,120.26	0.00	0.00	0.00	9,833,704.85	9,828,584.59	9,833,704.85	5,120.26
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,999,958.72	0.00	0.00	12.06	0.00	1,999,970.78	1,999,400.00	2,000,000.00	600.00
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	5,500,000.00	0.00	0.00	0.00	0.00	5,500,000.00	5,498,900.00	5,501,100.00	2,200.00
3134G2SN3	AGCY STEP	FHLMC 0.375 07/26/13	1,999,667.64	0.00	0.00	260.10	0.00	1,999,927.74	1,999,000.00	1,999,800.00	800.00
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,996,500.00	4,997,500.00	1,000.00
Total for General Operating Fund			**39,812,058.28**	**15,145,934.54**	**(15,953,815.13)**	**272.16**	**0.00**	**39,004,449.85**	**39,806,231.92**	**39,002,951.33**	**(803,280.59)**
Hotel Motel Tourism											
TEXPOOL	LGIP	TexPool	207,596.66	3,742.74	0.00	0.00	0.00	211,339.40	207,596.66	211,339.40	3,742.74
Total for Hotel Motel Tourism			**207,596.66**	**3,742.74**	**0.00**	**0.00**	**0.00**	**211,339.40**	**207,596.66**	**211,339.40**	**3,742.74**

CUSIP	Security Type	Security Description	09/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/11 Book Value	09/30/11 Market Value	12/31/11 Market Value	Change in Mkt Value
Impact Fees											
TEXPOOL	LGIP	TexPool	4,006,335.05	901,290.12	(333,361.24)	0.00	0.00	4,574,263.93	4,006,335.05	4,574,263.93	567,928.88
TEXSTAR	LGIP	TexSTAR	1,787,494.89	389.15	0.00	0.00	0.00	1,787,884.04	1,787,494.89	1,787,884.04	389.15
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,999,958.72	0.00	0.00	12.06	0.00	1,999,970.78	1,999,400.00	2,000,000.00	600.00
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	2,999,400.00	3,000,600.00	1,200.00
Total for Impact Fees			**10,793,788.66**	**901,679.27**	**(333,361.24)**	**12.06**	**0.00**	**11,362,118.75**	**10,792,629.94**	**11,362,747.97**	**570,118.03**
Insurance Reserve Fund											
TEXPOOL	LGIP	TexPool	61,802.92	14.09	0.00	0.00	0.00	61,817.01	61,802.92	61,817.01	14.09
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00	0.00
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	400,000.00	0.00	0.00	0.00	0.00	400,000.00	399,920.00	400,080.00	160.00
Total for Insurance Reserve Fund			**1,461,802.92**	**14.09**	**0.00**	**0.00**	**0.00**	**1,461,817.01**	**1,461,722.92**	**1,461,897.01**	**174.09**
Interest & Sinking Fund											
TEXPOOL	LGIP	TexPool	1,715,677.31	122.29	(9,354.26)	0.00	0.00	1,706,445.34	1,715,677.31	1,706,445.34	(9,231.97)
TEXSTAR	LGIP	TexSTAR	1,500,388.52	9,625,788.85	0.00	0.00	0.00	11,126,177.37	1,500,388.52	11,126,177.37	9,625,788.85
Total for Interest & Sinking Fund			**3,216,065.83**	**9,625,911.14**	**(9,354.26)**	**0.00**	**0.00**	**12,832,622.71**	**3,216,065.83**	**12,832,622.71**	**9,616,556.88**
Panther Creek-PID											
TEXPOOL	LGIP	TexPool	80,955.49	173,440.23	0.00	0.00	0.00	254,395.72	80,955.49	254,395.72	173,440.23
Total for Panther Creek-PID			**80,955.49**	**173,440.23**	**0.00**	**0.00**	**0.00**	**254,395.72**	**80,955.49**	**254,395.72**	**173,440.23**
Park Dedication Fees											
TEXPOOL	LGIP	TexPool	2,543,514.24	136,402.61	0.00	0.00	0.00	2,679,916.85	2,543,514.24	2,679,916.85	136,402.61
TEXSTAR	LGIP	TexSTAR	1,755,927.56	120.42	(462,984.42)	0.00	0.00	1,293,063.56	1,755,927.56	1,293,063.56	(462,864.00)
Total for Park Dedication Fees			**4,299,441.80**	**136,523.03**	**(462,984.42)**	**0.00**	**0.00**	**3,972,980.41**	**4,299,441.80**	**3,972,980.41**	**(326,461.39)**

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G Fund											
XPOOL	LGIP	TexPool	0.00	427,002.31	0.00	0.00	0.00	427,002.29	0.00	427,002.29	427,002.29
tal for PEG Fund			**0.00**	**427,002.31**	**0.00**	**0.00**	**0.00**	**427,002.29**	**0.00**	**427,002.29**	**427,002.29**
blic Art Fund											
XPOOL	LGIP	TexPool	37,021.26	2.64	(3,244.33)	0.00	0.00	33,779.57	37,021.26	33,779.57	(3,241.69)
34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	250,000.00	0.00	0.00	0.00	0.00	250,000.00	249,950.00	250,050.00	100.00
tal for Public Art Fund			**287,021.26**	**2.64**	**(3,244.33)**	**0.00**	**0.00**	**283,779.57**	**286,971.26**	**283,829.57**	**(3,141.69)**
ries 2003 CO-Capital											
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Series 2003 CO-Capital			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Series 2004 CO Bonds											
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Series 2004 CO Bonds			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Series 2006 CO-W&S											
TEXSTAR	LGIP	TexSTAR	6,680,023.38	532.08	(801,395.93)	0.00	0.00	5,879,159.53	6,680,023.38	5,879,159.53	(800,863.85)
Total for Series 2006 CO-W&S			**6,680,023.38**	**532.08**	**(801,395.93)**	**0.00**	**0.00**	**5,879,159.53**	**6,680,023.38**	**5,879,159.53**	**(800,863.85)**

CUSIP	Security Type	Security Description	09/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/11 Book Value	09/30/11 Market Value	12/31/11 Market Value	Change in Mkt Value
Series 2006 GO Bonds											
TEXSTAR	LGIP	TexSTAR	16,271,054.69	2,605,432.44	(3,883,494.86)	0.00	0.00	14,992,992.27	16,271,054.69	14,992,992.27	(1,278,062.42)
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	0.00	3,519,775.00	0.00	(4,249.98)	0.00	3,515,525.02	0.00	3,501,050.00	3,501,050.00
3136FMPX6	AGCY STEP	FNMA 3.625 10/28/13	3,501,675.56	0.00	(3,500,000.00)	(1,675.56)	0.00	0.00	3,501,050.00	0.00	(3,501,050.00)
Total for Series 2006 GO Bonds			**19,772,730.25**	**6,125,207.44**	**(7,383,494.86)**	**(5,925.54)**	**0.00**	**18,508,517.29**	**19,772,104.69**	**18,494,042.27**	**(1,278,062.42)**
Series 2007 CO Bonds											
31398A5V0	AGCY CALL	FNMA 0.625 11/09/12	5,000,000.00	0.00	(5,000,000.00)	0.00	0.00	0.00	5,001,500.00	0.00	(5,001,500.00)
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	9,993,339.20	0.00	0.00	1,145.30	0.00	9,994,484.50	9,949,000.00	9,969,000.00	20,000.00
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	0.00	3,519,775.00	0.00	(4,249.98)	0.00	3,515,525.02	0.00	3,501,050.00	3,501,050.00
3136FMPX6	AGCY STEP	FNMA 3.625 10/28/13	3,501,675.56	0.00	(3,500,000.00)	(1,675.56)	0.00	0.00	3,501,050.00	0.00	(3,501,050.00)
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	0.00	4,995,750.00	0.00	235.05	0.00	4,995,985.05	0.00	4,997,000.00	4,997,000.00
Total for Series 2007 CO Bonds			**18,495,014.76**	**8,515,525.00**	**(8,500,000.00)**	**(4,545.19)**	**0.00**	**18,505,994.57**	**18,451,550.00**	**18,467,050.00**	**15,500.00**
Series 2007 CO-W&S											
TEXSTAR	LGIP	TexSTAR	10,859,648.98	3,538,286.37	(3,573,924.13)	0.00	0.00	10,824,011.22	10,859,648.98	10,824,011.22	(35,637.76)
Total for Series 2007 CO-W&S			**10,859,648.98**	**3,538,286.37**	**(3,573,924.13)**	**0.00**	**0.00**	**10,824,011.22**	**10,859,648.98**	**10,824,011.22**	**(35,637.76)**
Series 2007 GO Bonds											
TEXSTAR	LGIP	TexSTAR	8,741,800.44	599.49	(504,609.95)	0.00	0.00	8,237,789.98	8,741,800.44	8,237,789.98	(504,010.46)
31398A5V0	AGCY CALL	FNMA 0.625 11/09/12	5,000,000.00	0.00	(5,000,000.00)	0.00	0.00	0.00	5,001,500.00	0.00	(5,001,500.00)
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	4,996,669.60	0.00	0.00	572.65	0.00	4,997,242.25	4,974,500.00	4,984,500.00	10,000.00
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00	999,300.00	999,500.00	200.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	0.00	4,995,750.00	0.00	235.05	0.00	4,995,985.05	0.00	4,997,000.00	4,997,000.00
Total for Series 2007 GO Bonds			**19,738,470.04**	**4,996,349.49**	**(5,504,609.95)**	**807.70**	**0.00**	**19,231,017.28**	**19,717,100.44**	**19,218,789.98**	**(498,310.46)**

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ries 2008 GO Bonds											
XSTAR	LGIP	TexSTAR	4,518,848.53	309.89	(1,051,651.96)	0.00	0.00	3,467,506.46	4,518,848.53	3,467,506.46	(1,051,342.07)
3374U24	AGCY CALL	FHLB 0.330 08/10/12	4,999,896.80	0.00	0.00	30.15	0.00	4,999,926.95	4,998,500.00	5,000,000.00	1,500.00
398A5B4	AGCY CALL	FNMA 0.550 11/01/12	6,997,148.90	0.00	(7,000,000.00)	2,851.10	0.00	0.00	7,001,400.00	0.00	(7,001,400.00)
35G0FA6	AGCY CALL	FNMA 0.640 11/14/13	0.00	7,000,000.00	0.00	0.00	0.00	7,000,000.00	0.00	7,003,500.00	7,003,500.00
tal for Series 2008 GO Bonds			**16,515,894.23**	**7,000,309.89**	**(8,051,651.96)**	**2,881.25**	**0.00**	**15,467,433.41**	**16,518,748.53**	**15,471,006.46**	**(1,047,742.07)**
ries 2008-B CO Bonds											
XSTAR	LGIP	TexSTAR	1.21	0.00	0.00	0.00	0.00	1.21	1.21	1.21	0.00
tal for Series 2008-B CO Bonds			**1.21**	**0.00**	**0.00**	**0.00**	**0.00**	**1.21**	**1.21**	**1.21**	**0.00**
Series 2009 CO Bonds											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXSTAR	LGIP	TexSTAR	207,879.77	45.28	0.00	0.00	0.00	207,925.05	207,879.77	207,925.05	45.28
Total for Series 2009 CO Bonds			**207,879.77**	**45.28**	**0.00**	**0.00**	**0.00**	**207,925.05**	**207,879.77**	**207,925.05**	**45.28**
Series 2011 GO Bonds											
TEXSTAR	LGIP	TexSTAR	7,515,356.72	515.38	(2,633,307.88)	0.00	0.00	4,882,564.22	7,515,356.72	4,882,564.22	(2,632,792.50)
Total for Series 2011 GO Bonds			**7,515,356.72**	**515.38**	**(2,633,307.88)**	**0.00**	**0.00**	**4,882,564.22**	**7,515,356.72**	**4,882,564.22**	**(2,632,792.50)**
Solid Waste Operating Fund											
TEXPOOL	LGIP	TexPool	394,038.44	90.14	0.00	0.00	0.00	394,128.58	394,038.44	394,128.58	90.14
Total for Solid Waste Operating Fund			**394,038.44**	**90.14**	**0.00**	**0.00**	**0.00**	**394,128.58**	**394,038.44**	**394,128.58**	**90.14**

CUSIP	Security Type	Security Description	09/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/11 Book Value	09/30/11 Market Value	12/31/11 Market Value	Change in Mkt Value
Special Events Fund											
TEXPOOL	LGIP	TexPool	105,917.01	2,589.22	(8,777.89)	0.00	0.00	99,728.34	105,917.01	99,728.34	(6,188.67)
Total for Special Events Fund			**105,917.01**	**2,589.22**	**(8,777.89)**	**0.00**	**0.00**	**99,728.34**	**105,917.01**	**99,728.34**	**(6,188.67)**
Stormwater Operating Fund											
TEXPOOL	LGIP	TexPool	982,938.95	61,226.03	0.00	0.00	0.00	1,044,164.98	982,938.95	1,044,164.98	61,226.03
Total for Stormwater Operating Fund			**982,938.95**	**61,226.03**	**0.00**	**0.00**	**0.00**	**1,044,164.98**	**982,938.95**	**1,044,164.98**	**61,226.03**
Superdrome											
TEXPOOL	LGIP	TexPool	189,558.93	25.19	(19,984.79)	0.00	0.00	169,599.33	189,558.93	169,599.33	(19,959.60)
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00	1,497,600.00	1,498,200.00	600.00
Total for Superdrome			**1,689,558.93**	**25.19**	**(19,984.79)**	**0.00**	**0.00**	**1,669,599.33**	**1,687,158.93**	**1,667,799.33**	**(19,359.60)**
TIRZ #1											
TEXPOOL	LGIP	TexPool	3,469,623.03	873,613.75	0.00	0.00	0.00	4,343,236.78	3,469,623.03	4,343,236.78	873,613.75
Total for TIRZ #1			**3,469,623.03**	**873,613.75**	**0.00**	**0.00**	**0.00**	**4,343,236.78**	**3,469,623.03**	**4,343,236.78**	**873,613.75**
Traffic Control Enforcement											
TEXPOOL	LGIP	TexPool	82,152.24	10,135.84	(12,638.27)	0.00	0.00	79,649.81	82,152.24	79,649.81	(2,502.43)
Total for Traffic Control Enforcement			**82,152.24**	**10,135.84**	**(12,638.27)**	**0.00**	**0.00**	**79,649.81**	**82,152.24**	**79,649.81**	**(2,502.43)**
Water & Sewer Cap Proj Arb Acct											
TEXPOOL	LGIP	TexPool	13,313.21	3.14	0.00	0.00	0.00	13,316.35	13,313.21	13,316.35	3.14
Total for Water & Sewer Cap Proj Arb Acct			**13,313.21**	**3.14**	**0.00**	**0.00**	**0.00**	**13,316.35**	**13,313.21**	**13,316.35**	**3.14**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Change in Value
From 09/30/2011 to 12/31/2011

CUSIP	Security Type	Security Description	09/30/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	12/31/11 Book Value	09/30/11 Market Value	12/31/11 Market Value	Change in Mkt Value
ter & Sewer Fund											
XPOOL	LGIP	TexPool	4,275,126.98	5,001,067.96	0.00	0.00	0.00	9,276,194.94	4,275,126.98	9,276,194.94	5,001,067.96
XSTAR	LGIP	TexSTAR	5,014,638.73	1,092.18	0.00	0.00	0.00	5,015,730.91	5,014,638.73	5,015,730.91	1,092.18
tal for Water & Sewer Fund			**9,289,765.71**	**5,002,160.14**	**0.00**	**0.00**	**0.00**	**14,291,925.85**	**9,289,765.71**	**14,291,925.85**	**5,002,160.14**
ter & Sewer Imp Fees											
XPOOL	LGIP	TexPool	5,729,479.81	641,024.13	0.00	0.00	0.00	6,370,503.94	5,729,479.81	6,370,503.94	641,024.13
XSTAR	LGIP	TexSTAR	2,983,200.27	649.73	0.00	0.00	0.00	2,983,850.00	2,983,200.27	2,983,850.00	649.73
34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00	2,999,400.00	3,000,600.00	1,200.00
tal for Water & Sewer Imp Fees			**11,712,680.08**	**641,673.86**	**0.00**	**0.00**	**0.00**	**12,354,353.94**	**11,712,080.08**	**12,354,953.94**	**642,873.86**
Workforce Housing											
TEXPOOL	LGIP	TexPool	79,707.45	18.21	0.00	0.00	0.00	79,725.66	79,707.45	79,725.66	18.21
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	350,000.00	0.00	0.00	0.00	0.00	350,000.00	349,440.00	349,580.00	140.00
Total for Workforce Housing			**429,707.45**	**18.21**	**0.00**	**0.00**	**0.00**	**429,725.66**	**429,147.45**	**429,305.66**	**158.21**
Total for City of Frisco			**245,773,431.82**	**68,491,629.06**	**(55,373,441.11)**	**(6,491.53)**	**0.00**	**258,885,128.22**	**245,691,931.76**	**258,815,029.69**	**13,123,097.93**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Capital Proj / Esc									
TEXPOOL	LGIP	TexPool	0.00	4,539.61	4,539.61	0.00	0.00	0.00	4,539.61
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,444.44	2,000.00	0.00	0.00	3,444.44	0.00	2,000.00
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	1,058.75	4,331.25	0.00	0.00	5,390.00	0.00	4,331.25
Total for Capital Proj / Esc			**2,503.19**	**10,870.86**	**4,539.61**	**0.00**	**8,834.44**	**0.00**	**10,870.86**
Capital Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	382.10	382.10	0.00	0.00	0.00	382.10
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	368.06	625.00	0.00	0.00	993.06	0.00	625.00
Total for Capital Reserve Fund			**368.06**	**1,007.10**	**382.10**	**0.00**	**993.06**	**0.00**	**1,007.10**
CDC Fund									
TEXPOOL	LGIP	TexPool	0.00	1,543.98	1,543.98	0.00	0.00	0.00	1,543.98
TEXSTAR	LGIP	TexSTAR	0.00	171.60	171.60	0.00	0.00	0.00	171.60
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
Total for CDC Fund			**722.22**	**2,715.58**	**1,715.58**	**0.00**	**1,722.22**	**0.00**	**2,715.58**
CIP Contributions									
TEXSTAR	LGIP	TexSTAR	0.00	1,638.29	1,638.29	0.00	0.00	0.00	1,638.29
Total for CIP Contributions			**0.00**	**1,638.29**	**1,638.29**	**0.00**	**0.00**	**0.00**	**1,638.29**
Court Fees									
TEXPOOL	LGIP	TexPool	0.00	114.66	114.66	0.00	0.00	0.00	114.66
Total for Court Fees			**0.00**	**114.66**	**114.66**	**0.00**	**0.00**	**0.00**	**114.66**



City of Frisco

Earned Income

From 09/30/2011 to 12/31/2011

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
owntown Improvement									
EXPOOL	LGIP	TexPool	0.00	23.06	23.06	0.00	0.00	0.00	23.06
otal for Downtown Improvement			**0.00**	**23.06**	**23.06**	**0.00**	**0.00**	**0.00**	**23.06**
DC Fund									
EXPOOL	LGIP	TexPool	0.00	1,321.09	1,321.09	0.00	0.00	0.00	1,321.09
EXSTAR	LGIP	TexSTAR	0.00	1,791.97	1,791.97	0.00	0.00	0.00	1,791.97
I3374U24	AGCY CALL	FHLB 0.330 08/10/12	595.83	825.00	0.00	0.00	1,420.83	6.03	831.03
I34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
otal for EDC Fund			**1,318.05**	**4,938.06**	**3,113.06**	**0.00**	**3,143.05**	**6.03**	**4,944.09**
General Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	1,197.84	1,197.84	0.00	0.00	0.00	1,197.84
TEXSTAR	LGIP	TexSTAR	0.00	1,333.24	1,333.24	0.00	0.00	0.00	1,333.24
WF-FRISCO	BANK DEP	Wells Fargo Choice IV	0.00	5,120.26	5,120.26	0.00	0.00	0.00	5,120.26
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,191.67	1,650.00	0.00	0.00	2,841.67	12.06	1,662.06
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	4,048.61	6,875.00	0.00	0.00	10,923.61	0.00	6,875.00
3134G2SN3	AGCY STEP	FHLMC 0.375 07/26/13	1,354.17	1,875.00	0.00	0.00	3,229.17	260.10	2,135.10
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	3,611.11	5,000.00	0.00	0.00	8,611.11	0.00	5,000.00
Total for General Operating Fund			**10,205.56**	**23,051.34**	**7,651.34**	**0.00**	**25,605.56**	**272.16**	**23,323.50**
Hotel Motel Tourism									
TEXPOOL	LGIP	TexPool	0.00	47.86	47.86	0.00	0.00	0.00	47.86
Total for Hotel Motel Tourism			**0.00**	**47.86**	**47.86**	**0.00**	**0.00**	**0.00**	**47.86**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Impact Fees									
TEXPOOL	LGIP	TexPool	0.00	984.88	984.88	0.00	0.00	0.00	984.88
TEXSTAR	LGIP	TexSTAR	0.00	389.15	389.15	0.00	0.00	0.00	389.15
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,191.67	1,650.00	0.00	0.00	2,841.67	12.06	1,662.06
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	2,208.33	3,750.00	0.00	0.00	5,958.33	0.00	3,750.00
Total for Impact Fees			**3,400.00**	**6,774.03**	**1,374.03**	**0.00**	**8,800.00**	**12.06**	**6,786.09**
Insurance Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	14.09	14.09	0.00	0.00	0.00	14.09
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	2,531.51	1,386.30	0.00	0.00	3,917.81	0.00	1,386.30
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	294.44	500.00	0.00	0.00	794.44	0.00	500.00
Total for Insurance Reserve Fund			**2,825.95**	**1,900.39**	**14.09**	**0.00**	**4,712.25**	**0.00**	**1,900.39**
Interest & Sinking Fund									
TEXPOOL	LGIP	TexPool	0.00	392.09	392.09	0.00	0.00	0.00	392.09
TEXSTAR	LGIP	TexSTAR	0.00	788.49	788.49	0.00	0.00	0.00	788.49
Total for Interest & Sinking Fund			**0.00**	**1,180.58**	**1,180.58**	**0.00**	**0.00**	**0.00**	**1,180.58**
Panther Creek-PID									
TEXPOOL	LGIP	TexPool	0.00	33.64	33.64	0.00	0.00	0.00	33.64
Total for Panther Creek-PID			**0.00**	**33.64**	**33.64**	**0.00**	**0.00**	**0.00**	**33.64**
Park Dedication Fees									
TEXPOOL	LGIP	TexPool	0.00	595.61	595.61	0.00	0.00	0.00	595.61
TEXSTAR	LGIP	TexSTAR	0.00	371.29	371.29	0.00	0.00	0.00	371.29
Total for Park Dedication Fees			**0.00**	**966.90**	**966.90**	**0.00**	**0.00**	**0.00**	**966.90**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Earned Income
From 09/30/2011 to 12/31/2011

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
EG Fund									
EXPOOL	LGIP	TexPool	0.00	2.29	2.29	0.00	0.00	0.00	2.29
otal for PEG Fund			**0.00**	**2.29**	**2.29**	**0.00**	**0.00**	**0.00**	**2.29**
ublic Art Fund									
EXPOOL	LGIP	TexPool	0.00	8.21	8.21	0.00	0.00	0.00	8.21
I34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	184.03	312.50	0.00	0.00	496.53	0.00	312.50
otal for Public Art Fund			**184.03**	**320.71**	**8.21**	**0.00**	**496.53**	**0.00**	**320.71**
eries 2003 CO-Capital									
Total for Series 2003 CO-Capital			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Series 2004 CO Bonds									
Total for Series 2004 CO Bonds			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Series 2006 CO-W&S									
TEXSTAR	LGIP	TexSTAR	0.00	1,447.90	1,447.90	0.00	0.00	0.00	1,447.90
Total for Series 2006 CO-W&S			**0.00**	**1,447.90**	**1,447.90**	**0.00**	**0.00**	**0.00**	**1,447.90**
Series 2006 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	3,306.03	3,306.03	0.00	0.00	0.00	3,306.03
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	0.00	6,902.77	0.00	(2,916.67)	9,819.44	(4,249.98)	2,652.79
3136FMPX6	AGCY STEP	FNMA 3.625 10/28/13	14,875.00	2,625.00	17,500.00	0.00	0.00	(1,675.56)	949.44
Total for Series 2006 GO Bonds			**14,875.00**	**12,833.80**	**20,806.03**	**(2,916.67)**	**9,819.44**	**(5,925.54)**	**6,908.26**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Series 2007 CO Bonds									
31398A5V0	AGCY CALL	FNMA 0.625 11/09/12	12,326.39	3,298.61	15,625.00	0.00	0.00	0.00	3,298.61
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	2,400.00	12,000.00	0.00	0.00	14,400.00	1,145.30	13,145.30
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	0.00	6,902.77	0.00	(2,916.67)	9,819.44	(4,249.98)	2,652.79
3136FMPX6	AGCY STEP	FNMA 3.625 10/28/13	14,875.00	2,625.00	17,500.00	0.00	0.00	(1,675.56)	949.44
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	0.00	3,055.56	0.00	0.00	3,055.56	235.05	3,290.61
Total for Series 2007 CO Bonds			**29,601.39**	**27,881.94**	**33,125.00**	**(2,916.67)**	**27,275.00**	**(4,545.19)**	**23,336.75**
Series 2007 CO-W&S									
TEXSTAR	LGIP	TexSTAR	0.00	2,310.77	2,310.77	0.00	0.00	0.00	2,310.77
Total for Series 2007 CO-W&S			**0.00**	**2,310.77**	**2,310.77**	**0.00**	**0.00**	**0.00**	**2,310.77**
Series 2007 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	1,907.47	1,907.47	0.00	0.00	0.00	1,907.47
31398A5V0	AGCY CALL	FNMA 0.625 11/09/12	12,326.39	3,298.61	15,625.00	0.00	0.00	0.00	3,298.61
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	1,200.00	6,000.00	0.00	0.00	7,200.00	572.65	6,572.65
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	722.22	1,000.00	0.00	0.00	1,722.22	0.00	1,000.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	0.00	3,055.56	0.00	0.00	3,055.56	235.05	3,290.61
Total for Series 2007 GO Bonds			**14,248.61**	**15,261.64**	**17,532.47**	**0.00**	**11,977.78**	**807.70**	**16,069.34**
Series 2008 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	991.84	991.84	0.00	0.00	0.00	991.84
313374U24	AGCY CALL	FHLB 0.330 08/10/12	2,979.17	4,125.00	0.00	0.00	7,104.17	30.15	4,155.15
31398A5B4	AGCY CALL	FNMA 0.550 11/01/12	16,041.67	3,208.33	19,250.00	0.00	0.00	2,851.10	6,059.43
3135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	0.00	5,848.89	0.00	0.00	5,848.89	0.00	5,848.89
Total for Series 2008 GO Bonds			**19,020.84**	**14,174.06**	**20,241.84**	**0.00**	**12,953.06**	**2,881.25**	**17,055.31**



City of Frisco

Earned Income

From 09/30/2011 to 12/31/2011

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
eries 2008-B CO Bonds									
otal for Series 2008-B CO Bonds			0.00	0.00	0.00	0.00	0.00	0.00	0.00
eries 2009 CO Bonds									
EXSTAR	LGIP	TexSTAR	0.00	45.28	45.28	0.00	0.00	0.00	45.28
otal for Series 2009 CO Bonds			0.00	45.28	45.28	0.00	0.00	0.00	45.28
eries 2011 GO Bonds									
EXSTAR	LGIP	TexSTAR	0.00	1,443.79	1,443.79	0.00	0.00	0.00	1,443.79
Total for Series 2011 GO Bonds			0.00	1,443.79	1,443.79	0.00	0.00	0.00	1,443.79
Solid Waste Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	90.14	90.14	0.00	0.00	0.00	90.14
Total for Solid Waste Operating Fund			0.00	90.14	90.14	0.00	0.00	0.00	90.14
Special Events Fund									
TEXPOOL	LGIP	TexPool	0.00	23.35	23.35	0.00	0.00	0.00	23.35
Total for Special Events Fund			0.00	23.35	23.35	0.00	0.00	0.00	23.35
Stormwater Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	226.03	226.03	0.00	0.00	0.00	226.03
Total for Stormwater Operating Fund			0.00	226.03	226.03	0.00	0.00	0.00	226.03

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Superdrome									
TEXPOOL	LGIP	TexPool	0.00	41.40	41.40	0.00	0.00	0.00	41.40
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	504.17	2,062.50	0.00	0.00	2,566.67	0.00	2,062.50
Total for Superdrome			**504.17**	**2,103.90**	**41.40**	**0.00**	**2,566.67**	**0.00**	**2,103.90**
TIRZ #1									
TEXPOOL	LGIP	TexPool	0.00	877.13	877.13	0.00	0.00	0.00	877.13
Total for TIRZ #1			**0.00**	**877.13**	**877.13**	**0.00**	**0.00**	**0.00**	**877.13**
Traffic Control Enforcement									
TEXPOOL	LGIP	TexPool	0.00	17.74	17.74	0.00	0.00	0.00	17.74
Total for Traffic Control Enforcement			**0.00**	**17.74**	**17.74**	**0.00**	**0.00**	**0.00**	**17.74**
Water & Sewer Cap Proj Arb Acct									
TEXPOOL	LGIP	TexPool	0.00	3.14	3.14	0.00	0.00	0.00	3.14
Total for Water & Sewer Cap Proj Arb Acct			**0.00**	**3.14**	**3.14**	**0.00**	**0.00**	**0.00**	**3.14**
Water & Sewer Fund									
TEXPOOL	LGIP	TexPool	0.00	1,067.96	1,067.96	0.00	0.00	0.00	1,067.96
TEXSTAR	LGIP	TexSTAR	0.00	1,092.18	1,092.18	0.00	0.00	0.00	1,092.18
Total for Water & Sewer Fund			**0.00**	**2,160.14**	**2,160.14**	**0.00**	**0.00**	**0.00**	**2,160.14**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Earned Income
From 09/30/2011 to 12/31/2011

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
ater & Sewer Imp Fees									
EXPOOL	LGIP	TexPool	0.00	1,338.13	1,338.13	0.00	0.00	0.00	1,338.13
EXSTAR	LGIP	TexSTAR	0.00	649.73	649.73	0.00	0.00	0.00	649.73
134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	2,208.33	3,750.00	0.00	0.00	5,958.33	0.00	3,750.00
otal for Water & Sewer Imp Fees			2,208.33	5,737.86	1,987.86	0.00	5,958.33	0.00	5,737.86
orkforce Housing									
EXPOOL	LGIP	TexPool	0.00	18.21	18.21	0.00	0.00	0.00	18.21
134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	117.64	481.25	0.00	0.00	598.89	0.00	481.25
otal for Workforce Housing			117.64	499.46	18.21	0.00	598.89	0.00	499.46
Total for City of Frisco			102,103.04	142,723.42	125,203.52	(5,833.34)	125,456.28	(6,491.53)	136,231.89

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Series 2006 GO Bonds															
Calls															
10/20/11	10/28/11	3136FMPX6	AGCY STEP	FNMA	3.625	10/28/13	10/28/11	3,500,000.00	100.000	3,500,000.00	0.00	3,500,000.00		2.791	
Total for: Calls								**3,500,000.00**		**3,500,000.00**	**0.00**	**3,500,000.00**		**2.791**	
Purchases															
10/19/11	10/20/11	3136FPGA9	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	2,916.67	3,522,691.67		0.703	0.382
Total for: Purchases								**3,500,000.00**		**3,519,775.00**	**2,916.67**	**3,522,691.67**		**0.703**	**0.382**
Income Payments															
10/28/11	10/28/11	3136FMPX6	AGCY STEP	FNMA	3.625	10/28/13				0.00	17,500.00	17,500.00			
Total for: Income Payments										**0.00**	**17,500.00**	**17,500.00**			



City of Frisco
Investment Transactions
From 10/01/2011 to 12/31/2011

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
ries 2007 CO Bonds															
lls															
)/20/11	10/28/11	3136FMPX6	AGCY STEP	FNMA	3.625	10/28/13	10/28/11	3,500,000.00	100.000	3,500,000.00	0.00	3,500,000.00		2.791	
I/09/11	11/09/11	31398A5V0	AGCY CALL	FNMA	0.625	11/09/12	11/09/11	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.625	0.625
tal for: Calls								**8,500,000.00**		**8,500,000.00**	**0.00**	**8,500,000.00**		**1.517**	**0.368**
rchases															
)/19/11	10/20/11	3136FPGA9	AGCY CALL	FNMA	1.000	09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	2,916.67	3,522,691.67		0.703	0.382
I/09/11	11/21/11	3135G0FN8	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	0.00	4,995,750.00		0.593	0.593
tal for: Purchases								**8,500,000.00**		**8,515,525.00**	**2,916.67**	**8,518,441.67**		**0.638**	**0.506**
Income Payments															
10/28/11	10/28/11	3136FMPX6	AGCY STEP	FNMA	3.625	10/28/13				0.00	17,500.00	17,500.00			
11/09/11	11/09/11	31398A5V0	AGCY CALL	FNMA	0.625	11/09/12				0.00	15,625.00	15,625.00			
Total for: Income Payments										**0.00**	**33,125.00**	**33,125.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Series 2007 GO Bonds															
Calls															
11/09/11	11/09/11	31398A5V0	AGCY CALL	FNMA	0.625	11/09/12	11/09/11	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.625	0.625
Total for: Calls								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.625**	**0.625**
Purchases															
11/09/11	11/21/11	3135G0FN8	AGCY CALL	FNMA	0.550	11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	0.00	4,995,750.00		0.593	0.593
Total for: Purchases								**5,000,000.00**		**4,995,750.00**	**0.00**	**4,995,750.00**		**0.593**	**0.593**
Income Payments															
11/09/11	11/09/11	31398A5V0	AGCY CALL	FNMA	0.625	11/09/12				0.00	15,625.00	15,625.00			
Total for: Income Payments										**0.00**	**15,625.00**	**15,625.00**			
Series 2008 GO Bonds															
Calls															
11/01/11	11/01/11	31398A5B4	AGCY CALL	FNMA	0.550	11/01/12	11/01/11	7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.588	0.550
Total for: Calls								**7,000,000.00**		**7,000,000.00**	**0.00**	**7,000,000.00**		**0.588**	**0.550**
Purchases															
10/26/11	11/14/11	3135G0FA6	AGCY CALL	FNMA	0.640	11/14/13	05/14/12	7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.640	0.640
Total for: Purchases								**7,000,000.00**		**7,000,000.00**	**0.00**	**7,000,000.00**		**0.640**	**0.640**
Income Payments															
11/01/11	11/01/11	31398A5B4	AGCY CALL	FNMA	0.550	11/01/12				0.00	19,250.00	19,250.00			
Total for: Income Payments										**0.00**	**19,250.00**	**19,250.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Calls	24,000,000.00	24,000,000.00		1.246	0.421
Total Purchases	24,000,000.00	24,036,883.34		0.639	0.545
Total Income Payments	0.00	85,500.00			

AGENDA ITEM #18.

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City of Frisco
Amortization and Accretion
From 09/30/2011 to 12/31/2011

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Capital Proj / Esc											
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
3134G2A36	09/09/11	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	3,150,000.00	100.000	3,150,000.00	0.00	0.00	0.00	3,150,000.00
Total for Capital Proj / Esc					**5,150,000.00**		**5,150,000.00**	**0.00**	**0.00**	**0.00**	**5,150,000.00**
Capital Reserve Fund											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	500,000.00	100.000	500,000.00	0.00	0.00	0.00	500,000.00
Total for Capital Reserve Fund					**500,000.00**		**500,000.00**	**0.00**	**0.00**	**0.00**	**500,000.00**
CDC Fund											
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Total for CDC Fund					**1,000,000.00**		**1,000,000.00**	**0.00**	**0.00**	**0.00**	**1,000,000.00**
EDC Fund											
313374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	1,000,000.00	99.998	999,975.00	6.03	10.39	14.61	999,985.39
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Total for EDC Fund					**2,000,000.00**		**1,999,975.00**	**6.03**	**10.39**	**14.61**	**1,999,985.39**
General Operating Fund											
313374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	2,000,000.00	99.998	1,999,950.00	12.06	20.78	29.22	1,999,970.78
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
3134G2SN3	08/03/11	AGCY STEP	FHLMC 0.375 07/26/13	01/26/12	2,000,000.00	99.975	1,999,500.00	260.10	427.74	72.26	1,999,927.74
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for General Operating Fund					**14,500,000.00**		**14,499,450.00**	**272.16**	**448.52**	**101.48**	**14,499,898.52**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Amortization and Accretion
From 09/30/2011 to 12/31/2011

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
pact Fees											
3374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	2,000,000.00	99.998	1,999,950.00	12.06	20.78	29.22	1,999,970.78
34G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	3,000,000.00	100.000	3,000,000.00	0.00	0.00	0.00	3,000,000.00
tal for Impact Fees					**5,000,000.00**		**4,999,950.00**	**12.06**	**20.78**	**29.22**	**4,999,970.78**
urance Reserve Fund											
11-001	04/16/11	CD-IAM	Legacy Bk CD 0.550 04/16/12		1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
34G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	400,000.00	100.000	400,000.00	0.00	0.00	0.00	400,000.00
tal for Insurance Reserve Fund					**1,400,000.00**		**1,400,000.00**	**0.00**	**0.00**	**0.00**	**1,400,000.00**
Public Art Fund											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	250,000.00	100.000	250,000.00	0.00	0.00	0.00	250,000.00
Total for Public Art Fund					**250,000.00**		**250,000.00**	**0.00**	**0.00**	**0.00**	**250,000.00**
Series 2006 GO Bonds											
3136FPGA9	10/20/11	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	(4,249.98)	(4,249.98)	(15,525.02)	3,515,525.02
3136FMPX6	03/01/11	AGCY STEP	FNMA 3.625 10/28/13		0.00	100.420	0.00	(1,675.56)	0.00	0.00	0.00
Total for Series 2006 GO Bonds					**3,500,000.00**		**3,519,775.00**	**(5,925.54)**	**(4,249.98)**	**(15,525.02)**	**3,515,525.02**
Series 2007 CO Bonds											
31398A5V0	11/09/10	AGCY CALL	FNMA 0.625 11/09/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
31331KNE6	06/15/11	AGCY CALL	FFCB 0.480 03/13/13		10,000,000.00	99.920	9,992,000.00	1,145.30	2,484.50	5,515.50	9,994,484.50
3136FPGA9	10/20/11	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	3,500,000.00	100.565	3,519,775.00	(4,249.98)	(4,249.98)	(15,525.02)	3,515,525.02
3136FMPX6	03/01/11	AGCY STEP	FNMA 3.625 10/28/13		0.00	100.420	0.00	(1,675.56)	0.00	0.00	0.00
3135G0FN8	11/21/11	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	235.05	235.05	4,014.95	4,995,985.05
Total for Series 2007 CO Bonds					**18,500,000.00**		**18,507,525.00**	**(4,545.19)**	**(1,530.43)**	**(5,994.57)**	**18,505,994.57**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Series 2007 GO Bonds											
31398A5V0	11/09/10	AGCY CALL	FNMA 0.625 11/09/12		0.00	100.000	0.00	0.00	0.00	0.00	0.00
31331KNE6	06/15/11	AGCY CALL	FFCB 0.480 03/13/13		5,000,000.00	99.920	4,996,000.00	572.65	1,242.25	2,757.75	4,997,242.25
3134G2SQ6	07/26/11	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	1,000,000.00	100.000	1,000,000.00	0.00	0.00	0.00	1,000,000.00
3135G0FN8	11/21/11	AGCY CALL	FNMA 0.550 11/21/13	11/21/12	5,000,000.00	99.915	4,995,750.00	235.05	235.05	4,014.95	4,995,985.05
Total for Series 2007 GO Bonds					**11,000,000.00**		**10,991,750.00**	**807.70**	**1,477.30**	**6,772.70**	**10,993,227.30**
Series 2008 GO Bonds											
313374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	5,000,000.00	99.998	4,999,875.00	30.15	51.95	73.05	4,999,926.95
31398A5B4	11/01/10	AGCY CALL	FNMA 0.550 11/01/12		0.00	99.925	0.00	2,851.10	0.00	0.00	0.00
3135G0FA6	11/14/11	AGCY CALL	FNMA 0.640 11/14/13	05/14/12	7,000,000.00	100.000	7,000,000.00	0.00	0.00	0.00	7,000,000.00
Total for Series 2008 GO Bonds					**12,000,000.00**		**11,999,875.00**	**2,881.25**	**51.95**	**73.05**	**11,999,926.95**
Superdrome											
3134G2A36	09/09/11	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	1,500,000.00	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
Total for Superdrome					**1,500,000.00**		**1,500,000.00**	**0.00**	**0.00**	**0.00**	**1,500,000.00**
Water & Sewer Imp Fees											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	3,000,000.00	100.000	3,000,000.00	0.00	0.00	0.00	3,000,000.00
Total for Water & Sewer Imp Fees					**3,000,000.00**		**3,000,000.00**	**0.00**	**0.00**	**0.00**	**3,000,000.00**
Workforce Housing											
3134G2A36	09/09/11	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	350,000.00	100.000	350,000.00	0.00	0.00	0.00	350,000.00
Total for Workforce Housing					**350,000.00**		**350,000.00**	**0.00**	**0.00**	**0.00**	**350,000.00**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
tal for City of Frisco					79,650,000.00		79,668,300.00	(6,491.53)	(3,771.47)	(14,528.53)	79,664,528.53

AGENDA ITEM #18.

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CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Capital Proj / Esc						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	01/26/12	4,000.00	0.00	4,000.00
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	8,662.50	0.00	8,662.50
Total for Capital Proj / Esc				**12,662.50**	**0.00**	**12,662.50**
Capital Reserve Fund						
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	1,250.00	0.00	1,250.00
Total for Capital Reserve Fund				**1,250.00**	**0.00**	**1,250.00**
CDC Fund						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	01/26/12	2,000.00	0.00	2,000.00
Total for CDC Fund				**2,000.00**	**0.00**	**2,000.00**
EDC Fund						
313374U24	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	1,650.00	0.00	1,650.00
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	01/26/12	2,000.00	0.00	2,000.00
Total for EDC Fund				**3,650.00**	**0.00**	**3,650.00**
General Operating Fund						
313374U24	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	3,300.00	0.00	3,300.00
3134G2SN3	AGCY STEP	FHLMC 0.375 07/26/13	01/26/12	3,750.00	2,000,000.00	2,003,750.00
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	01/26/12	10,000.00	0.00	10,000.00
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	13,750.00	0.00	13,750.00
Total for General Operating Fund				**30,800.00**	**2,000,000.00**	**2,030,800.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Impact Fees						
13374U24	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	3,300.00	0.00	3,300.00
134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	7,500.00	0.00	7,500.00
otal for Impact Fees				**10,800.00**	**0.00**	**10,800.00**
surance Reserve Fund						
134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	1,000.00	0.00	1,000.00
011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	04/16/12	5,515.06	1,000,000.00	1,005,515.06
otal for Insurance Reserve Fund				**6,515.06**	**1,000,000.00**	**1,006,515.06**
ublic Art Fund						
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	625.00	0.00	625.00
Total for Public Art Fund				**625.00**	**0.00**	**625.00**
Series 2006 GO Bonds						
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	03/20/12	17,500.00	0.00	17,500.00
Total for Series 2006 GO Bonds				**17,500.00**	**0.00**	**17,500.00**
Series 2007 CO Bonds						
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	03/13/12	24,000.00	0.00	24,000.00
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	03/20/12	17,500.00	0.00	17,500.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	05/21/12	13,750.00	0.00	13,750.00
Total for Series 2007 CO Bonds				**55,250.00**	**0.00**	**55,250.00**

AGENDA ITEM #18.

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CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Series 2007 GO Bonds						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	01/26/12	2,000.00	0.00	2,000.00
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	03/13/12	12,000.00	0.00	12,000.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	05/21/12	13,750.00	0.00	13,750.00
Total for Series 2007 GO Bonds				**27,750.00**	**0.00**	**27,750.00**
Series 2008 GO Bonds						
313374U24	AGCY CALL	FHLB 0.330 08/10/12	01/26/12	8,250.00	0.00	8,250.00
3135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	05/14/12	22,400.00	0.00	22,400.00
Total for Series 2008 GO Bonds				**30,650.00**	**0.00**	**30,650.00**
Superdrome						
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	4,125.00	0.00	4,125.00
Total for Superdrome				**4,125.00**	**0.00**	**4,125.00**
Water & Sewer Imp Fees						
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	02/08/12	7,500.00	0.00	7,500.00
Total for Water & Sewer Imp Fees				**7,500.00**	**0.00**	**7,500.00**
Workforce Housing						
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	03/09/12	962.50	0.00	962.50
Total for Workforce Housing				**962.50**	**0.00**	**962.50**

FirstSouthwest
A PlainsCapital Company

City of Frisco

Projected Cash Flows

Cash Flows for next 180 days from 12/31/2011

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			January 2012	40,250.00	2,000,000.00	2,040,250.00
			February 2012	31,625.00	0.00	31,625.00
			March 2012	84,750.00	0.00	84,750.00
			April 2012	5,515.06	1,000,000.00	1,005,515.06
			May 2012	49,900.00	0.00	49,900.00
		Total Projected Cash Flows for City of Frisco		**212,040.06**	**3,000,000.00**	**3,212,040.06**

AGENDA ITEM #19.

PROGRESS IN MOTION

Convention and Visitors Bureau
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Henry Hill, Deputy City Manager

From: **Marla Roe, Executive Director of the Convention and Visitor's Bureau**

Date: **January 18, 2012**

Agenda Caption: **Consider and Act on the adoption of a Resolution authorizing the City Manager to submit documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state sales tax revenue acquired from four events.**

Action Requested: Consider and Act on the adoption of a Resolution authorizing the City Manager to submit to the Texas Comptroller's Office Trust Fund for the reimbursement of state sales tax revenue acquired from four events. The four events include:

1. **2012 US Youth Soccer Olympic Development Program Championships -** estimate of state tax revenue reimbursement - $27,034
2. **2012 USA Hockey Girls Tier II Championship –** estimate of state tax revenue reimbursement - $123,283
3. **2012 National School Foundation Association** – estimate of state tax revenue reimbursement - $9,537
4. **2012 Robertson Cup NAHL Championship** – estimate of state tax revenue reimbursement - $128,813

Background Information: Under Vernon's Texas Civil Statutes Article 5190.14 and Article 398, the state of Texas has established a mechanism to promote and fund national and international events in the state through the contribution to the host city or county, a portion of the state sales tax revenue from the event. An Economic Impact Study is required to analyze the increase in tax revenue associated with the event.

The Texas Comptroller is authorized to deposit state tax revenues from events after the revenues have been collected, and to the extent that these deposits are matched by the deposit of local tax revenues (usually matched on the basis of $1

in local revenue for $6.25 in state revenue) into the Trust Fund. The host city or county requests the reimbursement of the sales tax deposited from the event from the State Comptroller's Office after the event.

Board Review/Citizen Input: None

Alternatives: Approve, deny, or table request.

Financial Considerations: None

Legal Review: None

Supporting Documents:

- 2012 US Youth Soccer Olympic Development Program Championships Economic Impact Study
- 2012 USA Hockey Girls Tier II Championship to Frisco Economic Impact Study
- 2012 National School Foundation Association Economic Impact Study
- 2012 Robertson Cup NAHL Championship Economic Impact Study
- Resolution - for four events

Staff Recommendation: Staff recommends adoption of a Resolution authorizing the City Manager to submit to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from four events.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT DOCUMENTS TO THE TEXAS COMPTROLLER'S OFFICE TRUST FUND TO REQUEST THE REIMBURSEMENT OF STATE TAX REVENUE ACQUIRED FROM 2012 US YOUTH SOCCER OLYMPIC DEVELOPMENT PROGRAM, 2012 USA HOCKEY GIRLS TIER II CHAMPIONSHIP, 2012 NATIONAL SCHOOL FOUNDATION ASSOCIATION, and 2012 ROBERTSON CUP NAHL CHAMPIONSHIP.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the 2012 US Youth Soccer Olympic Development Program, 2012 USA Hockey Girls Tier II Championship, 2012 National School Foundation Association, and 2012 Robertson Cup NAHL Championship be operated in the City of Frisco; and

WHEREAS, The City of Frisco agrees that the reimbursement of state tax revenue from the events will provide the City of Frisco with the funds to operate the events; and

WHEREAS, The City of Frisco designates the City Manager or his designee as the authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the request for reimbursement of state tax revenue on behalf of the applicant agency.

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

The City of Frisco approves submission of documents to the Texas Comptroller's Office Event Trust Fund requesting the reimbursement of state tax revenue generated from the two events.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

LETTER FOM CITY

Economic Impact Study for:

2012 US Youth Soccer Olympic Development Program Championships

Frisco, Texas

March 9 - 11, 2012

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.
TexasTrustFunds.com
10704 Scotland Well Drive
Austin, Texas 78750

On behalf of

City of Frisco and

the Frisco Convention and Visitors Bureau

October 3, 2011

Event Background

US Youth Soccer Olympic Development Program, established in 1977, is the original Olympic development program in the United States. Formed to identify a pool of players in each age group from which a National Team could be selected for international competition, selected players are exposed to the nation's top coaches from collegiate institutions, U.S. Soccer and the professional leagues. Programs exist in each state and with competitions such as the US Youth Soccer ODP Championships, Interregional Training/Competition, Regional Camps and International play. US Youth Soccer ODP continues to lead the way in elite player identification and development and is an approved program of the U.S. Soccer Federation.

US Youth Soccer ODP is the only elite player development program that can claim members of Major League Soccer and Women's Professional Soccer as well as a majority of current and past national and youth team members, as alumni. And, with programs in all 55 State Associations as well as regional and national championships and participation in international tournaments, US Youth Soccer ODP continues to lead the way in elite player identification and development in the United States.

Each year state-level US Youth Soccer ODP Boys and Girls teams in the 17 and under and 18 and under age groups meet in March for the ODP Soccer Championships. The teams competing have qualified by winning their respective age group at their US Youth Soccer ODP Regional Championships.

Eagerly seeking the top youth talent in the country, collegiate coaches observe the US Youth Soccer ODP Championship players during these matches. The participants represent the future of American soccer at the collegiate and international levels. The players must try out to qualify for the program's high-level training from licensed coaches through a series of trials at their local, State Association and then Regional levels. Those selected are exposed to the nation's best coaches, trainers and facilities.

On September 30, 2011 US Youth Soccer ODP announced that soccer's elite will compete at the 2012 US Youth Soccer Olympic Development Program Championships to be played March 9 and 11 at Pizza Hut Park in Frisco, Texas (see Appendix A). The Championship pits the top four 17 and under girls teams in a two-game semi-finals match played on Friday with the finals and consolation matches on Sunday. The same schedule is used for 18 and under girl's

teams as well as for the boy's teams. In total 16 teams of 18 players meet in the Championships.

For the past two years ODP soccer have held their championships in Phoenix, Arizona but 2012 marks the return of the Championship to Frisco.

Sites of Previous Youth ODP Soccer Championships

Year	Site	Texas Teams
2011	Phoenix, Arizona	0 of 16 teams
2010	Phoenix, Arizona	1 of 16 teams
2009	Frisco, Texas	2 of 16 teams
2008	Frisco, Texas	3 of 16 teams
2007	Frisco, Texas	2 of 16 teams

It is estimated that the sixteen teams attending this event will include more than 350 athletes and coaches. In addition about 25 other staff and referees, and at peak more than 1,000 families and fans, will attend the championships. Based on the pattern of attendance since 2007, about 10 percent of the players and families will be from Texas but about 40 percent of the fans at the event will be from Texas (see Table 1).

Table 1

Estimated Player, Coach, Fan and Other Attendance
2012 Olympic Development Program Youth Championship
March 9 -11, 2012

Date	Tournament Schedule	Athletes & Coaches	Staff & Referees	Total Athlete Families	Out of State Family	Fans	Total Out-of-State Attendance
8-Mar	Thu- Arrive	352	16	845	760	-	760
9-Mar	Fri- Semi's	352	25	845	760	100	820
10-Mar	Sat- off	352	25	845	760	100	820
11-Mar	Sun - Finals	352	25	845	760	200	880

Economic Impact

Including only the expenditures by athletes, coaches, staff, referees and out-of-state family and fans that will contribute tax revenue to the Event Trust Fund, the total economic impact

to the state of holding this event is more than $750,000 (see Table 2). The event will fill more than 1,400 room-nights in hotels in the Frisco area with out-of-state visitors or athletes which will generate more than $235,000 in hotel revenues.[i]

Table 2
Expenditure and Impact Summary for the
2012 Olympic Development Program Youth Championship
March 9 -11, 2012

Total Room nights	1,414
Hotel Expenditure	$235,180
Food and Beverage	$178,888
Entertainment & Shopping	$215,136
Other Expenditures & Tips	$120,965
Total Economic Impact	***$750,169***

Food and beverage expenditures from the event will exceed $175,000 with shopping and entertainment expenditures exceeding $200,000

Event Trust Fund Tax Gain

In 2009, the 81st legislature enacted S.B. 1515 establishing the Events Trust Fund to assist in attracting to Texas, or retaining in Texas, sporting and other events that could be held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the City of Frisco from hosting the 2012 US Youth Soccer Olympic Development Program Championships for the taxes deposited into the Trust Fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes. In total, the event is estimated to generate $41,890 in state tax revenues under the Events Trust Fund and $22,932 in local tax revenues from the same taxes. This includes expenditures by athletes, families and fans, as

well as taxes generated by expenditures related to staging the event (see Table 4 for additional detail).

But, since 2012 will be the third year the event has been held in Texas in the past five years, the state amount under the Event Trust Fund is capped at $27,742. To receive that amount the maximum contribution the City of Frisco would need deposit is $4,439 of their estimated tax gain to match the total state gain fund for a total trust fund level of $32,181.

Table 3

State and Local Tax and Expenditure Summary for the 2012 Olympic Development Program Youth Championship

March 9 -11, 2012

Hotel Expenditures

		Athletes & Coaches	Staff & Referees	Out of State Family & Fans		
Persons/ hotel room		3.00	1.00	2.10		
Percent Staying in hotel		90%	100%	90%		
Hotel Cost rm/night		$119	$119	$154		
Day	Date				**State Tax**	**Local Tax**
1	8-Mar	$12,602	$1,909	$50,295	$3,888	$5,833
2	9-Mar	$12,602	$2,983	$54,264	$4,191	$6,286
3	10-Mar	$12,602	$2,983	$54,264	$4,191	$6,286
4	11-Mar	$0	$0	$0	$0	$0
				Total Tax	**$12,270**	**$18,405**

Food & Bev. Expend.:

Day	Date	Athletes & Coaches	Staff & Referees	Out of State Family & Fans	**State Tax**	**Local Tax**
1	8-Mar	$8,615	$392	$18,609	$1,726	$276
2	9-Mar	$17,230	$1,224	$37,218	$3,479	$557
3	10-Mar	$17,230	$1,224	$37,218	$3,479	$557
4	11-Mar	$8,615	$612	$18,609	$1,740	$278
				Total Tax	**$10,425**	**$1,668**

Entertain. & Shopping

Day	Date	Athletes & Coaches	Staff & Referees	Out of State Family & Fans	**State Tax**	**Local Tax**
1	8-Mar	$11,282	$513	$24,368	$2,260	$362
2	9-Mar	$22,563	$1,603	$48,737	$4,556	$729
3	10-Mar	$22,563	$1,603	$48,737	$4,556	$729
4	11-Mar	$5,641	$801	$12,184	$1,164	$186
				Total Tax	**$12,537**	**$2,006**

Table 3, continued

State and Local Tax and Expenditure Summary for the
2012 Olympic Development Program Youth Championship

March 9 -11, 2012

State Mixed Bev. Tax:

Day	Date	Athletes & Coaches	Staff & Referees	Out of State Family & Fans	State Tax	Local Tax
1	8-Mar	$0	$112	$5,322	$381	$63
2	9-Mar	$0	$350	$10,644	$770	$128
3	10-Mar	$0	$350	$10,644	$770	$128
4	11-Mar	$0	$175	$5,322	$385	$64
				Total Tax	**$2,306**	**$383**

Title 5 ABC State Tax:

Day	Date	Athletes & Coaches	Staff & Referees	Out of State Family & Fans	State Tax	Local Tax
1	8-Mar	$0	$112	$5,322	$22	$0
2	9-Mar	$0	$350	$10,644	$44	$0
3	10-Mar	$0	$350	$10,644	$44	$0
4	11-Mar	$0	$175	$5,322	$22	$0
				Total Tax	**$132**	**$0**

Vehicle Rental Tax:

		Athletes & Coaches	Staff & Referees	Out of State Family & Fans		
Percent Renting		5%	100%	20%		
Cost per Day		$40	$40	$40		
Day	Date				State Tax	Local Tax
1	8-Mar	$640	$640	$2,765	$404	$0
2	9-Mar	$640	$1,000	$2,765	$440	$0
3	10-Mar	$640	$1,000	$2,765	$440	$0
4	11-Mar	$0	$0	$0	$0	$0
				Total Tax	**$1,285**	**$0**

Other Expenditures:	Hotel	Food & Bev.		State Tax	Local Tax
Tip Income	$10,225	$16,680		$1,429	$229
Event Presentation Expense from Table 4			$131,000	$1,507	$241
			Total Tax	**$2,935**	**$470**
Total All Taxes				**$41,890**	**$22,932**
Repeat Event Reduction				**$27,742**	
Required Local Tax match				$4,439	
Total Event Trust Fund				**$32,181**	

Table 4
Event Expenditures
2012 Olympic Development Program Youth Championship
Frisco, Texas

Item	Total	State Tax
Awards	$5,000	$209
Telephone	$100	$0
Hospitality/ Promotion	$30,000	$1,256
Operations	$7,000	$0
Postage/Shipping	$7,000	$0
Housing/Food	$80,000	(1)
Miscellaneous	$500	$21
Contract Labor	$900	
Printing	$500	$21
Total	$131,000	$1,507

(1) Included elsewhere

Although exact details of the sponsorship agreement between US Youth Soccer Olympic Development Program are still being finalized, it is estimated that these host expenses will be at least $35,000 as detailed in Table 5. Accordingly, this report requests that the Comptroller of Public Accounts approve establishing a Trust Fund for this event under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes to receive $27,742 in state tax contributions when matched by $4,439 in appropriate contributions by the City of Frisco for a total fund level of $32,181.

Table 5

Sponsoring Municipality Event Expenses

2012 Olympic Development Program Youth Championship

Frisco, Texas

Item	Total
Field Rental	$20,000
Equipment Rental	$5,000
Bid Fee	$5,000
Funding and Administration	$5,000
Total	$35,000

Attachment A:

US Soccer ODP Site Selection Announcement

FOR IMMEDIATE RELEASE
CONTACT: US Youth Soccer Communications, communications@usyouthsoccer.org or 800-4SOCCER

Pizza Hut Park to host the 2012 US Youth Soccer ODP Championships

95 and 96 age groups vie for elite crown in Frisco, Texas
Region IV teams to be determined on Jan. 17

FRISCO, Texas (September 30, 2011) - US Youth Soccer's elite will compete at the 2012 US Youth Soccer Olympic Development Program (US Youth Soccer ODP) Championships to be played March 9 and 11 at Pizza Hut Park in Frisco, Texas.

State-level US Youth Soccer ODP Boys and Girls teams in the 1995 and 1996 age groups will play semi-final matches on Friday, March 9, beginning at 1 p.m., with championship and consolation matches to be played Sunday, March 11 beginning at 8 a.m. The teams competing have qualified by winning their respective age group at their US Youth Soccer ODP Regional Championships.

National Qualifiers
1995 Girls Teams: New Jersey, Ohio South, Georgia, TBA
1995 Boys Teams: Virginia, Michigan, Tennessee, TBA
1996 Girls Teams: Virginia, Michigan, Florida, TBA
1996 Boys Teams: Virginia, Michigan, Florida, TBA
**Region IV qualifiers will be determined Jan. 17*

2012 US Youth Soccer ODP Championships Schedule*

Friday, March 9, 2012 (Semi-Final Matches)

1:00 p.m.	1995 Girls	Field 3
1:00 p.m.	1995 Boys	Field 4
3:00 p.m.	1995 Boys	Field 3
3:00 p.m.	1995 Girls	Field 4
5:30 p.m.	1996 Girls	Field 3
5:30 p.m.	1996 Boys	Field 4
8:00 p.m.	1996 Boys	Field 3
8:00 p.m.	1996 Girls	Field 4

Sunday, March 11, 2012 (Championship / Third Place Matches)

8:00 a.m.	1995 Boys	Field 3	Third Place
8:00 a.m.	1995 Boys	Field 4	Championship
9:00 a.m.	1996 Boys	Field 6	Championship
9:00 a.m.	1996 Boys	Field 7	Third Place
10:00 a.m.	1995 Girls	Field 3	Championship
10:00 a.m.	1995 Girls	Field 4	Third Place

11:00 a.m.	1996 Girls	Field 6	Third Place
11:00 a.m.	1996 Girls	Field 7	Championship

**Subject to change, please check USYouthSoccer.org for the most current schedule.*

Eagerly seeking the top youth talent in the country, collegiate coaches will observe the US Youth Soccer ODP Championship players during these matches. The participants represent the future of American soccer at the collegiate and international levels.

The US Youth Soccer ODP Championships includes US Youth Soccer ODP State teams in the 1995 and 1996 age groups. US Youth Soccer is divided into four regions, Region I (East), Region II (Midwest), Region III (South) and Region IV (West) to assist in national competitions.

The players must try out to qualify for the program's high-level training from licensed coaches through a series of trials at their local, State Association and then Regional levels. Those selected are exposed to the nation's best coaches, trainers and facilities.

US Youth Soccer ODP is the original Olympic development program and the only elite player development program that can claim members of Major League Soccer and Women's Professional Soccer as well as a majority of current and past national and youth team members, as alumni. And, with programs in all 55 State Associations as well as regional and national championships and participation in international tournaments, US Youth Soccer ODP continues to lead the way in elite player identification and development in the United States.

For more information regarding US Youth Soccer ODP and the US Youth Soccer ODP Championships visit USYouthSoccer.org.

# # #

About the United States Youth Soccer Association (US Youth Soccer) – US Youth Soccer - "The Game for ALL Kids!®" is the largest youth sports organization in the country and largest member of the United States Soccer Federation, the governing body of soccer in the United States. US Youth Soccer registers more than 3 million players annually, ages 5 to 19, and over 900,000 administrators, coaches and volunteers in 55 member State Associations. US Youth Soccer programs provide a fun, safe and healthy environment for players at every level of the game. For more information, visit www.USYouthSoccer.org.

Media Request: When referring to the United States Youth Soccer Association, the largest youth sports organization in the United States, please refer to the association only as US Youth Soccer, and never as USYS or USYSA. We appreciate your cooperation.

About US Youth Soccer Olympic Development Program (US Youth Soccer ODP) - US Youth Soccer ODP, established in 1977, is the original Olympic development program in the United States. Formed to identify a pool of players in each age group from which a National Team could be selected for international competition, selected players are exposed to the

nation's top coaches from collegiate institutions, U.S. Soccer and the professional leagues. Programs exist in each state and with competitions such as the US Youth Soccer ODP Championships, Interregional Training/Competition, Regional Camps and International play. US Youth Soccer ODP continues to lead the way in elite player identification and development. US Youth Soccer ODP is an approved program of the U.S. Soccer Federation.

Media Request: When referring to the US Youth Soccer Olympic Development Program, the original elite player program in the United States, please refer to the program only as the US Youth Soccer Olympic Development Program or US Youth Soccer ODP, and never as USYSODP or simply ODP. We appreciate your cooperation.

[i] During the peak days of the event, total event hotel room demand would account for about less than a third of total available rooms in Frisco so it is expected that all attendees will be able to find accommodations in the host community.

LETTER FOM CITY

Economic Impact Study for:

2012 USA Hockey Girls Tier II National Championships

Frisco, Texas

March 28 – April 1, 2012

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.
TexasTrustFunds.com
10704 Scotland Well Drive
Austin, Texas 78750

On behalf of

City of Frisco and

the Frisco Convention and Visitors Bureau

October 7, 2011

Event Background

USA Hockey, Inc., is the National Governing Body for the sport of ice hockey in the United States. Its mission is to promote the growth of hockey in America and provide the best possible experience for all members by encouraging, developing, advancing and administering the sport.

USA Hockey sponsors seven national championship series for various ability levels and genders. Each Spring USA Hockey sponsors the Girl's Tier I and Tier II national championships. The locations for these championships are cities chosen by USA Hockey after a rigorous application process. In the past five years the Tier II Girl's Hockey Championships have been held at a variety of host cities from coast to coast and in-between:

Sites of Previous
USA Hockey Tier II Girls Championships

Year	Site
2011	Orange County, California
2010	East Lansing, Michigan
2009	Rochester, New York
2008	West Chester, Pennsylvania
2007	San Jose, California

On September 28, 2010 USA Hockey officially selected the Alliance Youth Hockey Association of Irving, Texas as host for the 2012 Girls Tier II National Championships (see Appendix A) which will be held primarily at facilities in Dr. Pepper Arena in Frisco, Texas along with some play in McKinney, Texas.

The event includes 48 teams from across the country (at most 4 from Texas) with 12 teams in each of four age divisions: 19U, 16U, 14U and 12U. Frisco will play host to opening ceremonies and most of the team play. This marks the first time a USA Hockey National Championship for Girls has been held in Texas. The 2009 Boys 14U Tier I & II Championships were hosted in Plano. Teams come from the following Districts: Atlantic, Central, Massachusetts, Michigan, Mid-American, Minnesota, New England, New York, Northern Plains, Pacific, Rocky Mountain (home to the Alliance club), and Southeastern.

The event features 48 teams each with an average of 16 players along with two coaches per team for a total of 864 participants. According to ticket data from the event in Anaheim, California, the event averaged daily attendance of about 2,100 persons in addition to

participants. As was done in the Orange County Honda Center in 2011, Dr. Pepper Arena in Frisco will host the Opening Ceremonies on Tuesday, March 27 with tournament play beginning early on March 28 in Frisco and McKinney.

Based on the pattern of attendance in 2011, and the fact that less than 10 percent of the competitors will be from Texas, Table 1 presents the likely pattern of attendance at this event for 2012. This estimate projects that 15 percent of the family and fans attending the event will be from Texas which is nearly twice the percentage of teams from Texas that could possibly participate in the event.

Table 1

Estimated Player, Coach, Fan and Other Attendance
2012 USA Hockey Girls Tier II Championship

March 28 - April 1, 2012 - Frisco, Texas

Date	Championship Schedule	Athletes	Coaches	Referees & Officials	Total Family & Fans	Out of State Family & Fans
27-Mar	Arrive	768	96	15	1,728	1,469
28-Mar	Session I	768	96	15	1,728	1,469
29-Mar	Session II	768	96	15	1,728	1,469
30-Mar	Session II	768	96	15	1,728	1,469
31-Mar	Session IV	768	96	15	1,728	1,469
1-Apr	Finals	768	96	15	1,728	1,469

Economic Impact

Including only the expenditures by athletes, coaches, staff, referees and out-of-state family/fans that will contribute tax revenue to the Event Trust Fund, the total economic impact to the state of holding this event is nearly $2.1 million (see Table 2). The event will fill more than 4,100 room-nights in hotels in the Frisco area with out-of-state visitors or athletes which will generate more than $530,000 in hotel revenues.[i]

Table 2
Expenditure and Impact Summary for the
2012 USA Hockey Girls Tier II Championship
March 28 - April 1, 2012 - Frisco, Texas

Total Room nights	4,100
Hotel Expenditure	$533,000
Food and Beverage	$585,000
Entertainment & Shopping	$720,000
Other Expenditures & Tips	$247,000
Total Economic Impact	***$2,085,000***

Food and beverage expenditures from the event will exceed $580,000 with shopping and entertainment expenditures reaching $720,000

Event Trust Fund Tax Gain

In 2009, the 81st legislature enacted S.B. 1515 establishing the Events Trust Fund to assist in attracting to Texas, or retaining in Texas, sporting and other events that could be held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the City of Frisco from hosting the 2012 USA Hockey Girl's Tier II National Championships for the taxes deposited into the Trust Fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes. In total, the event is estimated to generate $133,001 in state tax revenues under the Events Trust Fund and $43,806 in local tax revenues to the City of Frisco from the same taxes.[ii]

To receive that amount of state support the maximum contribution the City of Frisco would need deposit is $21,280 of their estimated tax gain to match the total state gain fund for a total trust fund level of $154,281.

Table 3

State Tax and Expenditure Summary for the
2012 USA Hockey Girls Tier II Championship

March 28 - April 1, 2012 - Frisco, Texas

Hotel Expenditures		Athletes	Coaches & Support	Referees & Officials	Out-of- State Fans/Fam.		
Persons/ hotel room		3.0	1.5	1.0	2.1		
Percent Staying in hotel		92%	92%	100%	80%		
Hotel Cost rm/night		$119	$119	$154	$137		
						State Tax	**Local Tax**
Tue.	27-Mar	$28,105	$7,026	$2,310	$76,878	$6,721	$7,057
Wed.	28-Mar	$28,105	$7,026	$2,310	$76,878	$6,721	$7,057
Thu.	29-Mar	$28,105	$7,026	$2,310	$76,878	$6,721	$7,057
Fri.	30-Mar	$28,105	$7,026	$2,310	$76,878	$6,721	$7,057
Sat.	31-Mar	$28,105	$7,026	$2,310	$38,439	$4,414	$4,635
Sun.	1-Apr	$0	$0	$0	$0	$0	$0
					Total Tax	$31,297	$32,861

Food & Bev. Expenditures:		Athletes	Coaches & Support	Referees & Officials	Out-of- State Fans/ Fam.		
Tue.	27-Mar	$18,797	$2,350	$367	$35,949	$3,591	$402
Wed.	28-Mar	$28,195	$4,699	$734	$71,898	$6,595	$739
Thu.	29-Mar	$28,195	$4,699	$734	$71,898	$6,595	$739
Fri.	30-Mar	$28,195	$4,699	$734	$71,898	$6,595	$739
Sat.	31-Mar	$28,195	$4,699	$734	$71,898	$6,595	$739
Sun.	1-Apr	$28,195	$4,699	$734	$71,898	$6,595	$739
					Total Tax	**$ 36,568**	**$ 4,096**

Entertainment & Shopping:		Athletes	Coaches	Referees/ Officials	Out-of- State Fans/ Fam.		
Tue.	27-Mar	$24,614	$3,077	$481	$47,075	$4,703	$527
Wed.	28-Mar	$27,691	$6,154	$962	$94,150	$8,060	$903
Thu.	29-Mar	$27,691	$6,154	$962	$94,150	$8,060	$903
Fri.	30-Mar	$27,691	$6,154	$962	$94,150	$8,060	$903
Sat.	31-Mar	$27,691	$6,154	$962	$94,150	$8,060	$903
Sun.	1-Apr	$27,691	$6,154	$962	$94,150	$8,060	$903
					Total Tax	**$45,002**	**$5,040**

Table 3, continued

State and Local Tax and Expenditure Summary for the
2012 USA Hockey Girls Tier II Championship

March 28 - April 1, 2012 - Frisco, Texas

State Mixed Beverage Tax:		Athletes	Coaches	Referees/ Officials	Out-of- State Fans/ Fam.	**State Tax**	**Local Tax**
Tue.	27-Mar	$0	$336	$53	$10,282	$704	$112
Wed.	28-Mar	$0	$672	$105	$20,563	$1,408	$224
Thu.	29-Mar	$0	$672	$105	$20,563	$1,408	$224
Fri.	30-Mar	$0	$672	$105	$20,563	$1,408	$224
Sat.	31-Mar	$0	$672	$105	$20,563	$1,408	$224
Sun.	1-Apr	$0	$672	$105	$20,563	$1,408	$224
					Total Tax	**$7,746**	**$1,232**
Title 5 ABC State Tax:		Athletes	Coaches	Referees/ Officials	Out-of- State Fans/ Fam.		
Tue.	27-Mar	$0	$336	$53	$10,282	$43	$ -
Wed.	28-Mar	$0	$672	$105	$20,563	$85	$ -
Thu.	29-Mar	$0	$672	$105	$20,563	$85	$ -
Fri.	30-Mar	$0	$672	$105	$20,563	$85	$ -
Sat.	31-Mar	$0	$672	$105	$20,563	$85	$ -
Sun.	1-Apr	$0	$672	$105	$20,563	$85	$ -
					Total Tax	**$469**	**$0**
Vehicle Rental Tax:		Athletes	Coaches	Referees/ Officials	Out-of- State Fans/ Fam.		
Percent Renting		0%	35%	75%	**20%**		
Cost per Day		$40	$40	$40	$40		
Tue.	27-Mar	$0	$1,344	$450	$11,750	**$1,354**	$0
Wed.	28-Mar	$0	$1,344	$450	$11,750	**$1,354**	$0
Thu.	28-Mar	$0	$1,344	$450	$11,750	**$1,354**	$0
Fri.	30-Mar	$0	$1,344	$450	$11,750	**$1,354**	$0
Sat.	31-Mar	$0	$1,344	$450	$11,750	**$1,354**	$0
Sun.	1-Apr	$0	$0	$0	$0	**$0**	$0
					Total Tax	**$6,772**	**$0**
Other Expend.:		Hotel	Total Tax				
Tip Income		$26,658	$70,247		**Total Tax**	**$5,146**	**$576**
Total Taxes						**$133,001**	**$43,806**
Required Local Tax match						$21,280	
Total Event Trust Fund						**$154,281**	

Although exact details of the sponsorship agreement between Frisco and USA Hockey are still being finalized, it is estimated that these host expenses will be at least $117,050 as detailed in Table 4. However, some of the expected expenses could change as the event draws nearer and the joinder agreement is finalized. Accordingly, this report requests that the Comptroller of Public Accounts approve establishing a Trust Fund for this event under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes to receive at most $133,001 in state tax contributions when matched by $21,280 in appropriate contributions by the City of Frisco for a total fund level of $154,281 pending receipt of actual expenses and finalizing the joinder agreement.

Table 4
Estimated City and Sponsor Expenditures
2012 USA Hockey Girls Tier II Championship
March 28 - April 1, 2012 - Frisco, Texas

	Total Expenditure
Ice Costs	$81,000
Referees	$12,000
Bid Fee	$1,200
Housing Championship Director and Chair	$2,850
Printing and Publicity	$5,000
Funding and Administration	$15,000
Total	$117,050

Attachment A:

USA Hockey Girls Tier II Championship Announcement

Alliance to Host 2012 Girls Nationals...

09/28/2010, 12:11pm (CDT)

By Bulldog Hockey

USA Hockey Selects Alliance for 2012 Girls Tier II National Championships

The official hosts and sites for the **2012 USA Hockey National Championships** were announced today by USA Hockey, and the Alliance Youth Hockey Association (AYHA) in North Texas has been selected to host the Girls Tier II Championships for the **19U, 16U, 14U and 12U age divisions**. The exact dates and rink locations will be announced as soon as they have been decided.

It will be the first time a USA Hockey National Championship for Girls has been held in Texas. The 2009 Boys 14U Tier I & II Championships were hosted by Alliance in Plano.

The process of putting together the winning proposal to host the championships was headed by the efforts of Troy Federspeil, Alliance Director of Girls Hockey. The Alliance Executive Board would like to thank the Dr Pepper StarCenters in Frisco and the Texas Amateur Hockey Association (TAHA) for their efforts and support during the process to prepare and submit the winning proposal.

For each age group (19U, 16U, 14U, and 12U), 12 teams will play to determine a National Champion for their respective age division, totaling **48 teams from across the United States** participating in the championships.

The **Alliance 19U and 14U Girls** teams both earned their way to the **2010 National Championships**, with the 19U Girls Bulldog team earning a spot in the Championship game and a Silver Medal.

The **Alliance Girls program added a 12U team** to their offering for the 2010-2011

season, and anticipates adding a **16U team for the 2011-2012 season**. Each of the four Girls Bulldog teams will **represent Alliance at the 2012 National Championships**.

If you attended the 2009 Boys 14U Championships in Plano and thought that was fun, you are in for a **treat in 2012**, as the Girls National Championships are typically well known for their **fun and exciting atmosphere**, and **high level of play** unexpected by those not familiar with Girls hockey.

More information will be posted in the future, regarding the opportunities to be involved in the hosting of this prestigious event.

[i] During the peak days of the event, total nightly event hotel room demand would account for about 60 percent of total hotel capacity in Frisco. But, since some of the events will be held in McKinney, it is assumed that only about 70 percent of participants, coaches, staff and families will stay in Frisco accounting for less than 40 percent of total available rooms in Frisco.

[ii] Again, since some play will occur in McKinney, this amount assumes only 70 percent of the total local tax gain accrues to Frisco.

LETTER FOM CITY

Economic Impact Study for:

2012 National School Foundation Association Annual Conference

Frisco, Texas

April 11 -13, 2012

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.
TexasTrustFunds.com
10704 Scotland Well Drive
Austin, Texas 78750

On behalf of

City of Frisco and

the Frisco Convention and Visitors Bureau

December 6, 2011

Event Background

In 2001, Iowa Senator Charles Grassley was the driving force behind the establishment of the National Center for Public and Private School Foundations (NCPPSF) Web site. The National Center encouraged the development and expanded use of public and private K-12 school foundations by providing a national web-based information support system. Since its inception and subsequent partnership with the Iowa Association of School Boards in 2004, the NCPPSF has continued to expand the Web site.

Through the facilities of the NCPPSF, school district employees or community members wishing to start, rejuvenate, or sustain a school foundation could access a "Foundation Startup Guide", review school foundation research, learn fundraising strategies, discover fund management techniques, identify foundations in states across the country, peruse a library of literature, and view a video library highlighting speakers addressing school foundation issues.

In April of 2005, a merger of the Association of Education Foundations and the National Center for Public and Private School Foundations formed the National School Foundation Association (NSFA), with the Iowa Association of School Boards (IASB) volunteering to oversee its growth and development. Directors of the NSFA developed a new online look, web URL: www.schoolfoundations.org, motto, management services and web enhancements. The mission remains dedicated to encouraging K-12 school and school foundation personnel in the very rewarding and important process of establishing, developing and maintaining school foundations.

Each year after 2005, the NSFA has held their annual conference at various sites around the nation. In the past 5 years, the annual conference has been held in five different states:

Location of the past 5 year's NSFA National Conference

2007	San Francisco, California	McCormick Place
2008	Orlando, Florida	Rosen Plaza
2009	Dallas, Texas	Marriott Solana - Westlake
2010	Chicago, Texas	Chicago Oak Brook Marriott
2011	Kansas City, Missouri	Intercontinental on the Plaza

The 2011 conference hosted more than 400 attendees with about 26 percent from the home state of Missouri.

After considering sites in both Denver and Indianapolis, the NSFA decided to hold their 2012 annual conference in Frisco, Texas from April 11 – 13, 2012. (See Appendix A for award letter and website information at http://www.schoolfoundations.org/.)

Based on attendance levels seen in 2011, the profile of attendance at the 2012 NSFA conference held in Frisco, Texas should reach the levels estimated in Table 1. [i]

Table 1
Estimated Attendance
2012 NSFA Conference
April 11 - 13, 2012 - Frisco, Texas

Day	Date	Event Schedule	Participants	NSFA Staff & Speakers	Vendors	Outside Texas	Total OOS Visitors
1	11-Apr	Wed - All Arrive	350	40	30	245	315
2	12-Apr	Thu- Full Day	350	40	30	245	315
3	13-Apr	Fri- Full Day	350	40	30	245	315
4	14-Apr	Sat- Return	63	10	0	56	66

Economic Impact

Including only the expenditures by out-of-state attendees, staff, speakers and vendors that will contribute tax revenue to the Event Trust Fund, the total economic impact to the state of holding this event is more than $190,000 (see Table 2). The event will fill more than 450 room-nights in hotels in the Frisco area with out-of-state visitors which will generate more than $74,000 in hotel revenues.[ii]

Table 2
Expenditure and Impact Summary for the
2012 NSFA Conference
April 11 - 13, 2012 - Frisco, Texas

Total Room nights	470
Hotel Expenditure	$74,442
Food and Beverage	$37,850
Entertainment & Shopping	$49,568
Other Expenditures & Tips	$28,513
Total Economic Impact	***$190,373***

Food and beverage expenditures from the event will exceed $37,000 with shopping and entertainment expenditures nearly reaching $50,000

Event Trust Fund Tax Gain

In 2009, the 81st legislature enacted S.B. 1515 establishing the Events Trust Fund to assist in attracting to Texas, or retaining in Texas, sporting and other events that could be held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the City of Frisco from hosting the 2012 NSFA Annual Conference for the taxes deposited into the Trust Fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes. In total, the event is estimated to generate $11,159 in state tax revenues under the Events Trust Fund and $5,232 in local tax revenues from the same taxes. This includes expenditures by out-of-state attendees, staff and vendors.

Because 2012 will be the second year the event has been held in Texas in the past five years, the state amount under the Event Trust Fund is capped at $9,537. To receive that amount the maximum contribution the City of Frisco would need deposit is $1,526 of their estimated tax gain to match the total state gain fund for a total trust fund level of $11,063.

Table 3

State and Local Tax and Expenditure Summary for the 2012 NSFA Conference

April 11 - 13, 2012 - Frisco, Texas

Hotel Expenditures:

		Out-of-State Participants	NSFA Staff & Speakers	Vendors		
Persons/ hotel room		1.50	1.0	1.00		
Percent Staying in hotel		90%	100%	100%		
Hotel Cost rm/night		$137	$154	$137		
Day	Date				**State Tax**	**City Tax**
1	11-Apr	$20,110	$6,160	$4,104	$1,822	$2,126
2	12-Apr	$20,110	$6,160	$4,104	$1,822	$2,126
3	13-Apr	$3,591	$1,540	$0	$308	$359
4	14-Apr	$0	$0	$0	$0	$0
				Total Tax	**$3,953**	**$4,611**

Food & Bev. Expenditures

Day	Date	Out-of-State Participants	NSFA Staff & Speakers	Vendors	**State Tax**	**City Tax**
1	11-Apr	$5,996	$979	$734	$482	$69
2	12-Apr	$11,993	$1,958	$1,469	$964	$77
3	13-Apr	$7,985	$1,958	$734	$667	$53
4	14-Apr	$1,377	$245	$0	$101	$8
				Total Tax	**$2,214**	**$208**

Entertain. & Shopping:

Day	Date	Out-of-State Participants	NSFA Staff & Speakers	Vendors	**State Tax**	**City Tax**
1	11-Apr	$7,852	$1,282	$962	$631	$91
2	12-Apr	$15,705	$2,564	$1,923	$1,262	$101
3	13-Apr	$10,456	$2,564	$962	$874	$70
4	14-Apr	$1,803	$321	$0	$133	$15
				Total Tax	**$2,900**	**$277**

Table 3, continued

State and Local Tax and Expenditure Summary for the 2012 NSFA Conference

April 11 - 13, 2012 - Frisco, Texas

Mixed Beverage Tax:

Day	Date	Out-of-State Participants	NSFA Staff & Speakers	Vendors	State Tax	City Tax
1	11-Apr	$1,715	$280	$210	$155	$15
2	12-Apr	$3,430	$560	$420	$309	$31
3	13-Apr	$2,284	$560	$210	$214	$21
4	14-Apr	$394	$70	$0	$32	$3
				Total Tax	**$710**	**$71**

Title 5 ABC State Tax:

Day	Date	Out-of-State Participants	NSFA Staff & Speakers	Vendors	State Tax	City Tax
1	11-Apr	$1,715	$280	$210	$9	$0
2	12-Apr	$3,430	$560	$420	$18	$0
3	13-Apr	$2,284	$560	$210	$12	$0
4	14-Apr	$394	$70	$0	$2	$0
				Total Tax	**$41**	**$0**

Vehicle Rental Tax:

		Out-of-State Participants	NSFA Staff & Speakers	Vendors		
Percent Renting		30%	50%	40%		
Cost per Day		$40	$40	$40		
Day	Date				State Tax	City Tax
1	11-Apr	$2,940	$800	$480	$422	$0
2	12-Apr	$2,940	$800	$480	$422	$0
3	13-Apr	$675	$200	$0	$88	$0
4	14-Apr	$0	$0	$0	$0	$0
				Total Tax	**$932**	**$0**

Other Expenditures:

	Hotel	Food & Bev.		
Tip Income	$3,294	$3,543	$410	$66
		Total Tax	**$410**	**$66**

Total All Taxes	**$11,159**	**$5,232**
Repeat Event Reduction	**$9,537**	
Required Local Tax match	$1,526	
Total Event Trust Fund	**$11,063**	

Table 4

City and Sponsor Expenditures
2012 NSFA Conference
Frisco, Texas

Item	*Total*
Pre-Event Staff Travel	$5,780
Printing and Mailings	$25,709
Signs and banners	$1,152
Staff Time	$7,920
Funding and Administration	$1,500
Total	$42,061

Although exact details agreement with NSFA are still being finalized, expenses for this event will easily exceed the tax gain the event generates under the taxes allowed to be deposited under the Event Trust Fund. Accordingly, this report requests that the Comptroller of Public Accounts approve establishing an Event Trust Fund for this event under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes to receive $9,537 in state tax contributions when matched by $1,526 in appropriate contributions by the City of Frisco for a total fund level of $11,063.

Attachment A:

Site Selection Announcement

National School Foundation Association
NSFA
"Building Financial Foundations for America's Schools"

2130 Grand Avenue, Des Moines, IA 50312

November 29, 2011

Marla Roe, CTA,
Executive Director
Frisco Convention and Visitors Bureau
Frisco, TX 75034

Dear Ms. Roe,

On behalf of the board of directors of the National School Foundation Association, we are pleased to announce the Embassy Suites Dallas-Frisco Hotel, Convention Center, & Spa of Frisco Texas will be the site of our 2012 national conference: April 11 -13.

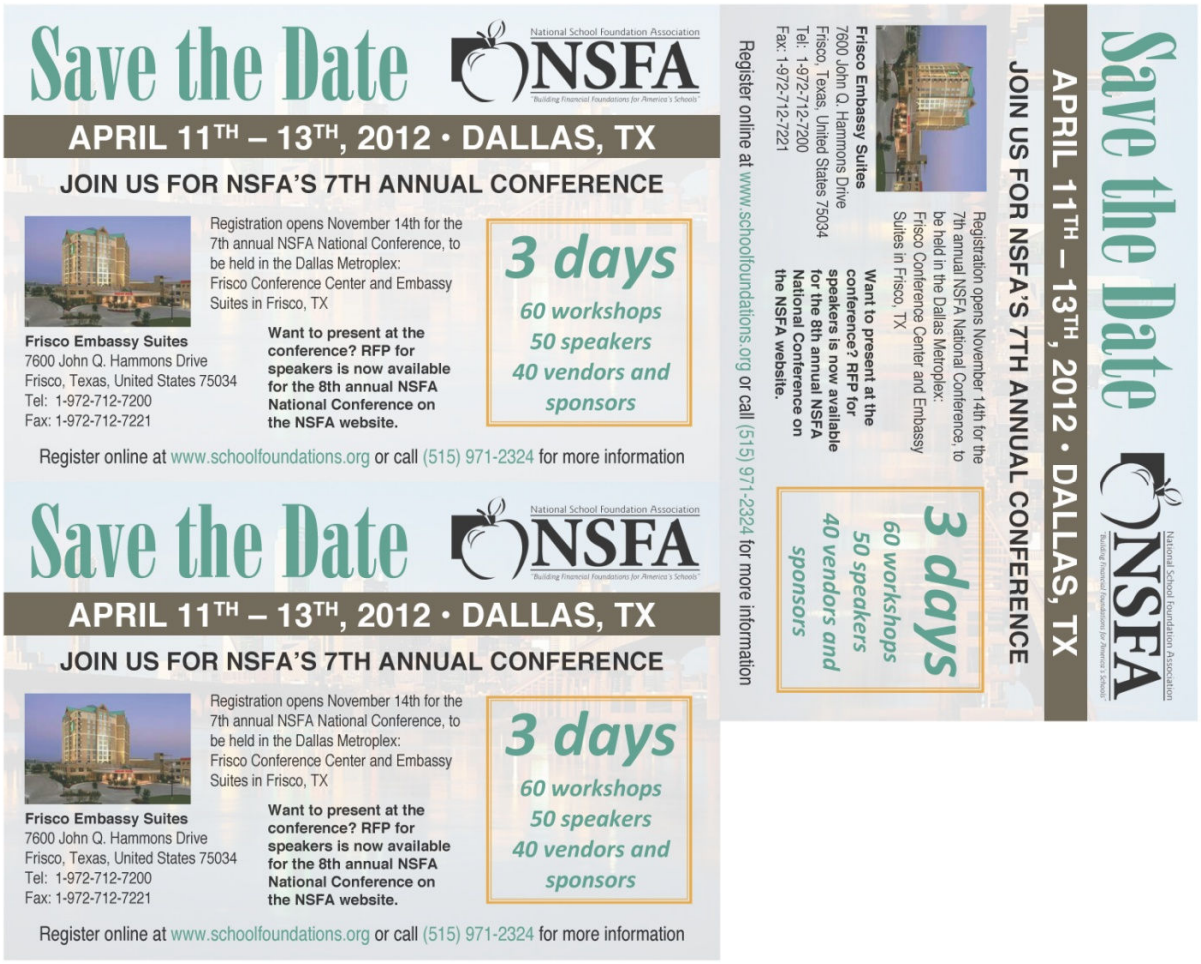
We chose the Frisco site over several other key city considerations, including Denver and Indianapolis: our selection committee was impressed with the accommodations at the Embassy Suites Dallas-Frisco Hotel, Convention Center, & Spa, access to shopping and the availability of airports offered in the Dallas area. We were also very impressed with and encouraged by the enthusiastic and friendly staff of the Frisco Convention and Visitors Bureau assisting with the choice of the Frisco accommodations.

In closing, thanks again for your support and encouragement during this selection process, we look forward to an outstanding conference working with the many school and school district leaders from Texas as well as other school leaders from around the nation who will be travelling to learn during our conference days in the Dallas area.

Sincerely

Jim Collogan
Executive Director
National School Foundation Association

www.schoolfoundations.org 515 971-2324


Save the Date
National School Foundation Association
NSFA
APRIL 11TH – 13TH, 2012 • DALLAS, TX
JOIN US FOR NSFA'S 7TH ANNUAL CONFERENCE
Registration opens November 14th for the 7th annual NSFA National Conference, to be held in the Dallas Metroplex: Frisco Conference Center and Embassy Suites in Frisco, TX
Frisco Embassy Suites
7600 John Q. Hammons Drive
Frisco, Texas, United States 75034
Tel: 1-972-712-7200
Fax: 1-972-712-7221
Want to present at the conference? RFP for speakers is now available for the 8th annual NSFA National Conference on the NSFA website.
3 days
60 workshops
50 speakers
40 vendors and sponsors
Register online at www.schoolfoundations.org or call (515) 971-2324 for more information
Save the Date
National School Foundation Association
NSFA
APRIL 11TH – 13TH, 2012 • DALLAS, TX
JOIN US FOR NSFA'S 7TH ANNUAL CONFERENCE
Registration opens November 14th for the 7th annual NSFA National Conference, to be held in the Dallas Metroplex: Frisco Conference Center and Embassy Suites in Frisco, TX
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3 days
60 workshops
50 speakers
40 vendors and sponsors
Register online at www.schoolfoundations.org or call (515) 971-2324 for more information

[i] Note that Table 1 projects 30% of attendees in Frisco will be from Texas---above the percentage of home state attendees seen at the 2011 annual conference and double the percentage of Texas attending the 2011 annual conference.

[ii] During the peak days of the event, total event hotel room demand would account for less than a quarter of total available rooms in Frisco so it is expected that all attendees will be able to find accommodations in the host community.

LETTER FOM CITY

Economic Impact Study for:

2012 Robertson Cup NAHL Championship

Frisco, Texas

May 3 - 8, 2012

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.
TexasTrustFunds.com
10704 Scotland Well Drive
Austin, Texas 78750

On behalf of

City of Frisco and

the Frisco Convention and Visitors Bureau

December 29, 2011

Event Background

The North American Hockey League (NAHL), celebrating its 36th season in 2011-12, is the largest USA Hockey-sanctioned Junior A circuit with 28 teams representing some of the nation's emerging hockey markets as well as traditional hot beds. Over the years the NAHL has evolved into a proven pathway for young adults between the ages of 16-20 to develop into outstanding collegiate and professional players while playing in some the nation's state-of-the art facilities.

Each year the team champions of the NAHL are awarded the Robertson Cup in honor of Chuck Robertson, a pioneer of junior hockey in the NAHL and youth hockey in the state of Michigan. Chuck Robertson was the owner of the Paddock Pools Saints when they won a record seven straight NAHL championships from 1976-83. The Robertson Cup crowns the NAHL's playoff champion and also represents USA Hockey's Tier II Junior A national champion.

The Robertson Cup is decided in a round-robin, semi-finals/finals format each year in early May which usually includes 5 teams---four divisional winners and the local host team. Cities home to or nearby NAHL teams vie for the honor of hosting the Robertson Cup. Over the past five years the cup has been decided in a variety of venues across the country:

Previous Sites of NAHL Robertson Cup

Year	Host City	Venue
2011	Topeka, Kansas	Kansas Expo Center
2010	Wenatchee, Washington	Town Toyota Center
2009	Mason City, Iowa	North Iowa Ice Arena
2008	Chesterfield, Missouri	Hardee's Iceplex
2007	Fairbanks, Alaska	Big Dipper Ice Arena

On March 8th, 2011 the NAHL announced that the Texas Tornado would host the 2012 Robertson Cup National Championship Tournament, which will be held from May 3-8, 2012 at the Dr Pepper Arena in Frisco, Texas (see Appendix A).[i] This marks the second time the Tornado will host the Robertson Cup Championship at the Dr Pepper Arena in Frisco. The Tornado also hosted the tournament during the arena's inaugural season in 2003-04; the Tornado won the Robertson Cup that year.

In conjunction with the Robertson Cup Championship Tournament, the North American Tier III Hockey League (3HL) and North American Prospects Hockey League (PHL) will both have their annual Top Prospects Tournaments, featuring their respective league's top players and prospects. PHL and 3HL players not only get to display their talents in front of professional and college scouts during their own games, but they along with their families attend some of the most exciting hockey games in country played during the Robertson Cup.

The Robertson Cup Championship Tournament begins with an abbreviated best of three game play-in followed by a three-day, six-game round-robin featuring the final four teams. The top seeded team garnering the most points at the conclusion of the round robin advances to the championship game. The second and third seeds at the conclusion of the round robin play a semifinal game with the winner advancing to the championship game. In addition to this action, if the host team does not qualify for the Robertson Cup as the champion of their division, the tournament is preceded by an abbreviated best of three game play-in series between the host team and one of the other divisional winners.

Each NAHL team consists of 30 players and coaches---20 players on the active roster, from 5 to 7 replacement players, the head coach, assistant coach, trainer and equipment manager. The 81 NAHL Governors representing the 28 teams in the league also usually attend along with about 75 of NHL scouts and 10 NAHL staff.

In conjunction with the Robertson Cup Championship Tournament, the North American 3 Hockey League (3HL) and North American Prospects Hockey League (PHL) will both have their annual Top Prospects Tournaments held at the site of the Robertson Cup. These tournaments feature from 80 to 100 of their respective league's top players ages 18 and under.

Now in its second season, the North American 3 Hockey League (3HL), one of six USA Hockey-sanctioned Tier III Junior leagues, serves as one of the top training grounds in the country by providing the best coaching, exposure and developmental vehicles available for student-athletes in its classification. Each of the four Top Prospects teams is comprised of 20 of the top Midget Major (18U) players in the league, with the participants chosen by the Top Prospects Tournament Selection Committee. A North American Hockey League (NAHL) coach works with each team.

The top eighty PHL prospects will also compete in a four game round-robin tournament in conjunction with the NAHL's Robertson Cup Championship Tournament. The North American Prospects Hockey League (PHL), began its third season in 2011-12, and has already established itself as the premier prospects hockey league in North America. With a junior,

college and professional scouting presence at all of its events, the PHL offers unparalleled exposure and opportunity for every participating program. Additionally, the PHL shares a partnership with USA Hockey's Officiating Education Program, helping to develop and educate on-ice officials using PHL games and events as the training ground.

Based on the pattern of attendance since 2007,[ii] only about 20 percent of the players and families will be from Texas but about 60 percent of the casual fans at the event will be from Texas (see Table 1).

Table 1

Estimated Player, Coach, Fan and Other Attendance
2012 Robertson Cup Hockey

May 3 - 8, 2012 - Frisco, Texas

Date	Tournament Schedule	NAHL Players & Coaches	League Officials, NHL Scouts & Staff	Referees	3HL & PHL Prospect Players	Total Friends & Family	Fans	OOS Attendees
2-May	Banquet/Play-in	150	166	16	160	952	-	890
3-May	Play-in	150	166	16	160	952	248	989
4-May	Round Robin	150	166	16	160	952	248	989
5-May	Round Robin	150	166	16	160	952	248	989
6-May	Round Robin	150	166	16	160	952	248	989
7-May	Semi-Finals	120	166	16	160	892	308	965
8-May	Finals	100	166	16	-	532	668	693
9-May	Return	60	166	0	-	452	-	362

Economic Impact

Including only the expenditures by athletes, coaches, staff, referees and out-of-state family and fans that will contribute tax revenue to the Event Trust Fund, the total economic impact to the state of holding this event is more than $1.9 million (see Table 2). The event will fill about 4,200 room-nights in hotels in the Frisco area with out-of-state visitors or athletes which will generate more than $553,000 in hotel revenues.[iii]

Table 2
Expenditure and Impact Summary for the
2012 Robertson Cup Hockey
May 3 - 8, 2012 - Frisco, Texas

Total Room nights	4,200
Hotel Expenditure	$553,000
Food and Beverage	$403,000
Entertainment & Shopping	$528,000
Other Expenditures & Tips	$476,000
Total Economic Impact	***$1,960,000***

Food and beverage expenditures from the event will exceed $400,000 with shopping and entertainment expenditures exceeding $525,000

Event Trust Fund Tax Gain

In 2009, the 81st legislature enacted S.B. 1515 establishing the Events Trust Fund to assist in attracting to Texas, or retaining in Texas, sporting and other events that could be held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the City of Frisco from hosting the 2012 Robertson Cup Championships for the taxes deposited into the Trust Fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes. In total, the event is estimated to generate $112,102 in state tax revenues under the Events Trust Fund and $60,303 in local tax revenues from the same taxes. This includes expenditures by athletes, families and fans, as well as taxes generated by expenditures related to staging the event (see Table 4 for additional detail).

To match the state contrition to the Trust Fund, the maximum contribution the City of Frisco would need deposit is $17,936 of their estimated tax gain to match the total state gain fund for a total trust fund level of $130,038.

Table 3

StateTax and Expenditure Summary for the
2012 Robertson Cup Hockey

May 3 - 8, 2012 - Frisco, Texas

Hotel Expenditures

		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees		
Persons/ hotel room		1.88	1.00	1.00	1.82		
Percent Staying in hotel		80%	100%	100%	80%		
Hotel Cost rm/night		$144.67	$144.67	$122.19	$122.19		
						State Tax	**Local Tax**
Wednesday	2-May	$9,259	$24,015	$1,955	$47,829	$4,866	$7,299
Thursday	3-May	$9,259	$24,015	$1,955	$53,163	$5,186	$7,779
Friday	4-May	$9,259	$24,015	$1,955	$53,163	$5,186	$7,779
Saturday	5-May	$9,259	$24,015	$1,955	$53,163	$5,186	$7,779
Sunday	6-May	$9,259	$24,015	$1,955	$53,163	$5,186	$7,779
Monday	7-May	$6,172	$24,015	$1,955	$37,249	$4,046	$6,069
Tuesday	8-May	$3,703	$24,015	$0	$19,441	$2,830	$4,244
					Total Tax	**$32,487**	**$48,730**

Food & Bev. Expenditures:

		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees		
Wednesday	2-May	$3,671	$4,063	$392	$21,773	$1,869	$299
Thursday	3-May	$7,343	$8,126	$783	$48,402	$4,041	$647
Friday	4-May	$7,343	$8,126	$783	$48,402	$4,041	$647
Saturday	5-May	$7,343	$8,126	$783	$48,402	$4,041	$647
Sunday	6-May	$7,343	$8,126	$783	$48,402	$4,041	$647
Monday	7-May	$5,874	$8,126	$783	$47,227	$3,876	$620
Tuesday	8-May	$3,916	$8,126	$392	$25,806	$2,390	$382
Wednesday	9-May	$1,469	$4,063	$0	$8,850	$899	$144
					Total Tax	**$25,196**	**$4,031**

Entertainment & Shopping:

		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees		
Wednesday	2-May	$4,808	$5,320	$513	$28,512	$2,447	$392
Thursday	3-May	$9,615	$10,641	$1,026	$63,382	$5,291	$847
Friday	4-May	$9,615	$10,641	$1,026	$63,382	$5,291	$847
Saturday	5-May	$9,615	$10,641	$1,026	$63,382	$5,291	$847
Sunday	6-May	$9,615	$10,641	$1,026	$63,382	$5,291	$847
Monday	7-May	$7,692	$10,641	$1,026	$61,844	$5,075	$812
Tuesday	8-May	$5,128	$10,641	$513	$33,794	$3,130	$501
Wednesday	9-May	$1,923	$5,320	$0	$11,589	$1,177	$188
					Total Tax	**$32,995**	**$5,279**

Table 3, continued

State and Local Tax and Expenditure Summary for the 2012 Robertson Cup Hockey

May 3 - 8, 2012 - Frisco, Texas

State Mixed Beverage Tax:		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees	**State Tax**	**Local Tax**
Wednesday	2-May	$140	$1,162	$56	$6,227	$491	$112
Thursday	3-May	$280	$2,324	$112	$13,843	$1,074	$244
Friday	4-May	$280	$2,324	$112	$13,843	$1,074	$244
Saturday	5-May	$280	$2,324	$112	$13,843	$1,074	$244
Sunday	6-May	$280	$2,324	$112	$13,843	$1,074	$244
Monday	7-May	$224	$2,324	$112	$13,507	$1,052	$239
Tuesday	8-May	$149	$2,324	$56	$7,381	$644	$146
					Total Tax	**$6,486**	**$1,328**

Title 5 ABC State Tax:		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees		
Wednesday	2-May	$140	$1,162	$56	$6,227	$30	$ -
Thursday	3-May	$280	$2,324	$112	$13,843	$65	$ -
Friday	4-May	$280	$2,324	$112	$13,843	$65	$ -
Saturday	5-May	$280	$2,324	$112	$13,843	$65	$ -
Sunday	6-May	$280	$2,324	$112	$13,843	$65	$ -
Monday	7-May	$224	$2,324	$112	$13,507	$64	$ -
Tuesday	8-May	$149	$2,324	$56	$7,381	$39	$ -
					Total Tax	**$393**	**$0**

Vehicle Rental Tax:		Athletes & Coaches	League Officials & Staff	Referees	OOS Attendees		
Percent Renting		20%	60%	75%	20%		
Cost per Day		$40	$40	$40	$40		
Wednesday	2-May	$1,200	$3,984	$480	$7,616	$1,328	$0
Thursday	3-May	$1,200	$3,984	$480	$7,616	$1,328	$0
Friday	4-May	$1,200	$3,984	$480	$7,616	$1,328	$0
Saturday	5-May	$1,200	$3,984	$480	$7,616	$1,328	$0
Sunday	6-May	$1,200	$3,984	$480	$7,616	$1,328	$0
Monday	7-May	$960	$3,984	$480	$7,136	$1,256	$0
Tuesday	8-May	$480	$3,984	$0	$3,616	$808	$0
					Total Tax	**$8,704**	**$0**

Other Expend.:	Hotel	Total Tax			
Tip Income	$25,301	$47,875	**Total Tax**	**$4,391**	**$702**
Direct Event Expenditures* (Table 4)		$216,000	**Total Tax**	**$1,451**	**$232**
Total Taxes				**$112,102**	**$60,303**
Required Local Tax match				$17,936	
Total Event Trust Fund				**$130,038**	

* not included elsewhere

Table 4

City, Sponsor and Direct Event Expenditures

2012 Robertson Cup Hockey

May 3 - 8, 2012 - Frisco, Texas

	Total Expenditure	State Tax
Adv/Mktg	$ 30,000	
Consultant	$ 8,000	
Game Night	$ 32,000	
Gifts	$ 2,500	$156
Hockey Exp	$ 18,400	
Travel		
Meals	$ 35,000	(1)
Lodging	$ 62,000	(1)
Transportation`	$ 80,000	
Commissions	$ 7,500	
Printing	$ 7,500	$469
Production/Promo	$ 4,500	
Entertainment	$ 7,500	
Meetings	$ 3,600	
Banquet	$ 12,000	$750
Misc	$ 2,500	$78
Total	$ 313,000	$ 1,451

(1) Included Elsewhere

Although exact details of the sponsorship agreement between NAHL and the City of Frisco are still being finalized, it is estimated that these host expenses could exceed $300,000 as detailed in Table 4. Accordingly, this report requests that the Comptroller of Public Accounts approve establishing a Trust Fund for this event under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes to receive $112,102 in state tax contributions when matched by $17,936 in appropriate contributions by the City of Frisco for a total fund level of $130,038.

Attachment A:

NAHL Site Selection Announcement

From: http://www.juniorhockey.com/news/news_detail.php?news_id=71927

Tornado to Host 2012 Robertson Cup Championship Tournament - Junior Hockey News

Tweet This

Published: Tuesday, 8 Mar 2011
Back to Junior Hockey News

Next year"™s NAHL champion will be crowned at the Dr Pepper Arena in Frisco, Texas
FRISCO, TEXAS - The North American Hockey League (NAHL) has announced that the Texas Tornado will host the 2012 Robertson Cup National Championship Tournament, which will be held from May 1-5, 2012 at the Dr Pepper Arena in Frisco, Texas.

The Robertson Cup crowns the NAHL"™s playoff champion and also represents USA Hockey"™s Tier II Junior A national champion.

This marks the second time the Tornado will host the Robertson Cup Championship at the Dr Pepper Arena in Frisco. The Tornado also hosted the tournament during the arena"™s inaugural season in 2003-04; the Tornado won the Robertson Cup that year.

Now the league"™s second-oldest franchise, the Tornado is one of only three teams in NAHL history to have won the Robertson Cup four or more times (Paddock Pools Saints, Compuware Ambassadors). As the host team, the Tornado will receive an automatic bid to the 2012 tournament.

"We're very excited to be bringing the Robertson Cup back to Frisco and North Texas in 2012," said NAHL commissioner Mark Frankenfeld. "Over the years, the Tornado has proven to be one of the model organizations of the NAHL, both in terms of fan and community support as well as player development. With the new ownership group in place led by Bill Yuill and Gary Gelinas, there has been a renewed commitment to excellence and we're confident they will put on a first-class tournament in one of the best facilities in the country."

"We're very pleased and honored with hosting the Robertson Cup," said Gelinas, executive vice president for Consolidated Sports Holdings, Inc., the ownership company of the Tornado. "We're very thankful to the NAHL and its Board of Governors for allowing us the opportunity to showcase our arena, the City of Frisco and Collin County. We're very confident that, with the cooperation and support of the Dallas Stars and the beautiful Dr Pepper Arena in Frisco, our second time hosting the Robertson Cup in 2012 will be even bigger and better than when the Tornado last hosted the event in 2004."

"We're excited to be hosting this great event for a second time," said Texas Tornado head coach and general manager Tony Curtale. "The Dr Pepper Arena in Frisco is one of the best facilities in the country and the Dallas/Ft. Worth area is one of the fastest growing areas for hockey, so it"™s a perfect fit."

"The Dallas Stars are pleased and proud to once again be the host facility for the Robertson Cup Championships," said the Dallas Stars"™ Ed Reusch, vice -president of the Dr Pepper Arena. "After a recent renovation, we feel that the Dr Pepper Arena is the perfect venue for these young men to compete for this prestigious trophy. We look forward to working with the Texas Tornado

and the North American Hockey League to produce a first-class event."

Opened in September of 2003, the Dr Pepper Arena is a multi-purpose sports and entertainment venue located in Frisco, Texas, in the heart of Collin County - one of the fastest growing counties in the United States. In addition to being home to the Tornado, it"™s the home practice facility and executive offices for the Stars.

During the 2008-09 season, the Dr Pepper Arena was renovated to increase the seating capacity from 3,733 seats to 5,000-7,000 seats depending on the event, and includes 12 luxury suites, a full service Gold Club restaurant and bar, an ice-level party zone and two, 1,000-plus space parking garages on-site. In addition to hockey, the Dr Pepper Arena also hosts concerts, family shows, graduation ceremonies, trade shows and many other live entertainment and sporting events.

Besides its three straight national and Robertson Cup championships from 2004-06, the Tornado has won seven NAHL regular-season division titles and had seven straight 40-plus-win seasons from 1999-07. Since in inception in 1999, the Tornado has developed and advanced over 110 players to NHL, NCAA and professional teams.

In conjunction with the Robertson Cup Championship Tournament, the North American Prospects Hockey League (PHL) will showcase its Top Prospects Tournament, featuring the league"™s best players ages 18 and under.

The oldest junior hockey trophy in the United States, the Robertson Cup is named in honor of Chuck Robertson, a pioneer of junior hockey in the NAHL and youth hockey in the state of Michigan. Robertson was the owner of the Paddock Pools team when it won a record seven straight NAHL championships from 1976-83.

The Topeka RoadRunners will host this year"™s Robertson Cup Championship Tournament from May 4-8 at the Kansas Expocentre in Topeka, Kan.

For more information on the Robertson Cup Championship Tournament, visit http://www.robertsoncup.com/.

THE NORTH AMERICAN HOCKEY LEAGUE PROUDLY PRESENTS THE:

2011-12 Prospects Hockey League

The North American Prospects Hockey League (PHL), which will begin its third season in 2011-12, has already established itself as the premier prospects hockey league in North America. With a junior, college and professional scouting presence at all of its events, the PHL offers unparalleled exposure and opportunity for every participating program. Additionally, the PHL shares a partnership with USA Hockey's Officiating Education Program, helping to develop and educate on-ice officials using PHL games and events as the training ground.

- The PHL is managed and operated by the experienced staff of the North American Hockey League (NAHL).
- The PHL offers a guaranteed scouting presence at all events and an exclusive NAHL procurement system for players.
- The PHL hosts a season ending Top Prospects event during the NAHL's Robertson Cup Tournament.
- The PHL provides USA Hockey sanctioned events that deliver a 4-5 game guarantee per event.
- The PHL uses *Pointstreak* to provide real time statistics and game tracking.
- The PHL provides each team with a custom designed *Pointstreak* website on the naphl.com network.
- The PHL provides live broadcasts of every game via *FASTHockey*, the official broadcast provider of the PHL.
- All member clubs receive a license for *Steva*, a state-of-the-art game video editing program.
- All member clubs may elect to participate in the NAHL's equipment supplier and sponsor programs.
- The PHL operates under USA Hockey rules and standards at the Tier I level. All PHL member clubs and players must be properly registered and in good standing with their local USA Hockey affiliate.

2011-12 PHL Schedule of Events

September 15-18, 2011 • Schwan Super Rink, Blaine, MN

- Held in conjunction with the NAHL Showcase, which offers maximum exposure to NCAA and junior scouts.
- All Midget Major, Midget Minor and Bantam Major clubs will compete in a four-day, five game event.

October 21-24, 2011 • Sharks Ice, San Jose, CA

- Midget Major, Midget Minor, and the Western Bantam Major clubs will play four games each.
- Held in conjunction with the NAHL West Division symposium.

December 2-4, 2011 • Darien Sportsplex, Darien, IL

- Midget Major clubs will compete in four games.
- Held in conjunction with the NAHL's first Top Prospects Event and the Central Division symposium.

December 28, 2011-January 1, 2012 • Dr Pepper StarCenter, Frisco/McKinney, Texas

- All PHL clubs will compete in five games.
- Held in conjunction with the NAHL South Division symposium.

January 13-16, 2012 • Troy Sports Center, Troy, MI

- Midget Major, Midget Minor and Eastern Bantam Major clubs will compete at this four game event.
- Held in conjunction with the NAHL North Division symposium.

February 17-20, 2012 • Troy Sports Center, Troy, MI

- All PHL clubs will compete in the PHL's 2011-12 Championship Tournament.
- Held in conjunction with the second NAHL Top Prospects Event.

May 4-6, 2012 • NAHL Robertson Cup/PHL Top Prospect Tournament • Dr Pepper Star Center, Dallas, Texas

- The top eighty PHL prospects will compete in a four game round-robin tournament in conjunction with the NAHL's Robertson Cup Championship Tournament.

anlon@nahl.com.

[i] After the initial announcement, the date for the Robertson cup was shifted from May 1 – 5 to May 3 – 8, 2012.

[ii] Since 2007, there have been two occasions in which one Texas team participated in the Robertson Cup and three years when no Texas team participated. Over this time period attendance at Roberson Cup games averaged nearly 1,200 per game (1,184 per game). For 2012, it is assumed that one Texas Team will make the final mix of five teams, so that 80 percent of players, coaches, NAHL personnel and governors, families and friends of players will not be from Texas. Outside of these groups who are directly tied to deciding the Robertson Cup, only 40 percent of fans are estimated to be from outside Texas.

[iii] During the peak days of the event, total event hotel room demand would account for about 36% of total available rooms in Frisco so it is expected that all attendees will be able to find accommodations in the host community.

AGENDA ITEM #20.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

cc: **George Purefoy, City Manager**
Ron Patterson, Assistant City Manager
Mack Borchardt, Fire Chief
Paul Siebert, Assistant Fire Chief

From: **Lee Glover, Assistant Fire Chief**

Date: **February 7, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to accept Federal Emergency Management Administration (FEMA) Assistance to Firefighters Grant (AFG) Agreement for the purchase of Lifepak 15 Cardiac Monitors.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to accept Federal Emergency Management Administration (FEMA) Assistance to Firefighters Grant (AFG) Agreement Number EMW-2011-FO-01590, in the amount of $440,000, for the purchase of Lifepak 15 Cardiac Monitors.

Background Information: On January 20, 2012 the City received a Grant Award Notice (GAN) totaling $440,000 for the purchase of Lifepak 15 Cardiac Monitors. Lifepak 15 monitors are state-of-the-art technology and we recently purchased and placed a number of these monitors in service. The Lifepak 12 monitors that we have in our inventory are nearing the end of their service life. We are nearing the time when parts and service for these units will no longer be available. Our present goals identify the replacement of the entire inventory of Lifepak 12 monitors with Lifepak 15 technology over the next two to three years; this grant allows us to completely upgrade the current inventory of Lifepak 12 monitors at this time.

City Council approved the submission of this grant application at their September 6, 2011 Meeting (6-0). The AFG provides financial assistance directly to fire departments in order to enhance their capabilities with respect to emergency response. The goal of this AFG Application is to meet the emergency response needs of the Frisco Fire Department through improved EMS Technology.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The Grant Agreement establishes a total grant amount of $440,000 with 80% of the grant award comprised of Federal Funds ($352,000) and 20% of the grant award comprised of required City matching funds ($88,000). If Council approves the acceptance of the grant, Finance staff will include the $88,000 in the proposed budget amendment that will be presented for City Council consideration at the February 21, 2012 meeting.

Legal Review: The City Attorney's Office has reviewed and approved the FEMA AFG Agreement and has written the Resolution.

Supporting Documents: Supporting Documents include the following items:

- Copy of the Resolution;
- Copy of FEMA Agreement Articles, Agreement No. EMW-2011-FO-01590.

Staff Recommendation: Staff recommends placement of this item on the February 7, 2012 City Council meeting agenda to consider and approve a Resolution authorizing the City Manager to accept FEMA AFG Agreement Number EMW-2011-FO-01590 in the amount of $440,000 for the purchase of Lifepak 15 Cardiac Monitors. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO ACCEPT FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) AGREEMENT IN THE AMOUNT OF $440,000.00; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to accept, on behalf of the City Council, the Federal Emergency Management Administration (FEMA) Assistance to Firefighters Grant (AFG) Agreement in the amount of $440,000.00 ("Agreement"), and a copy of said Agreement copy is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2. This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

Exhibit "A"
(Agreement)

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mrs. Jean May
Frisco Fire Department
8601 Gary Burns Dr.
Frisco, Texas 75034-2594

Re: Grant No.EMW-2011-FO-01590

Dear Mrs. May:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2011 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to $440,000.00. The Federal share is 80 percent or $352,000.00 of the approved amount and your share of the costs is 20 percent or $88,000.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Frisco Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2011-FO-01590

AMENDMENT NUMBER:

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Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
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Article VIII	Financial Reporting
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Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2011 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2011 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **15-JAN-12 to 14-JAN-13**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$440,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$440,000.00

NEGOTIATION COMMENTS IF APPLICABLE

The Program Office has made the following reductions to your grant: Personal Protective Equipment and Training were not approved for funding. Equipment was approved for funding with the following reductions: The approved quantity and cost for cardiac monitors is 11 units at $40,000 per unit.
Therefore, they have recommended the award at this level:
Total budget $440,000, Federal share $352,000, Applicant share $88,000.

If you have any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Francisco Bernal Francisco.Bernal1@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. *Audit Requirements*

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Natalie Romanoff is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2011-FO-01590	0	75-6000531	AWARD	W482946N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Frisco Fire Department 8601 Gary Burns Dr. Frisco Texas, 75034-2594	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Natalie Romanoff	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Jean May	9722926342	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
15-JAN-12	SF-270	Cost Sharing	From:15-JAN-12 To:14-JAN-13 Budget Period From:31-OCT-11 To:30-SEP-12

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2012-M1-3007RG-10000000-4101-D	$0.00	$352,000.00	$352,000.00	$88,000.00
		TOTALS	$0.00	$352,000.00	$352,000.00	$88,000.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Natalie Romanoff

DATE
10-JAN-12

Go Back

AGENDA ITEM #21.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Nell Lange, Assistant City Manager
Anita Cothran, Director of Finance
Jennifer Hundt, Assistant Director of Finance - Budget

From: **Stacy Brown, Housing and Grants Administrator**

Date: **February 7, 2012**

Agenda Caption: **Consider and Act upon a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Frisco, City of McKinney, and City of Plano to participate in a collaborative effort to offer Homebuyer Education Classes.**

Action Requested: Consider and Act upon a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Frisco, City of McKinney, and City of Plano to participate in a collaborative effort to offer Homebuyer Education Classes.

Background Information: Since 2005, the City of Frisco has offered a public first time homebuyer class for the purposes of educating potential homebuyers participating in the City's down payment assistance program. During the past year, our vendor, North Texas Consumer Credit Counseling has merged with another nonprofit, changed its' name to GreenPath, and on several occasions cancelled our classes. First Time homebuyers seeking to fulfill the down payment assistance educational requirement were referred to the City of Plano's educational program. The City of McKinney had been using the same vendor as the City of Frisco and was also looking for a stable vendor.

In order to serve the needs of all three communities, an interlocal agreement was drawn up combining the financial resources and offering one first time homebuyer class a month for all three cities. This agreement not only guarantees the availability of classes for homebuyers, eliminates duplication of services, but reduces the current cost for a first time homebuyer educational program for all three cities.

The cost of the first time homebuyer class for the City of Frisco has been approximately $3,000 per year depending on the number of participants. The Interlocal Agreement proposes that the City of Frisco payment would be reduced by $797.25 to $2,202.75 per year. The City of McKinney's expense for the class would also be reduced by $797.25 to $2,202.75 per year, and the City of Plano's expense for the class would be reduced by $2,765 to $5,494.50 per year.

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

Financial Considerations: The City of Frisco will save $747.25 per year through the Interlocal Agreement with the City of McKinney and the City of Plano.

Supporting Documents: Interlocal Agreement

Staff Recommendation: Staff recommends approval of Resolution.

Thank you for consideration of this item, if I can be of any support, please contact me at 972-292-5114, or by email at sbrown@friscotexas.gov.

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS,
AND THE CITY OF MCKINNEY, TEXAS, AND THE CITY OF FRISCO, TEXAS
FOR HOMEBUYER EDUCATION CLASSES**

This Agreement is made between the CITY OF PLANO, TEXAS, a home-rule municipal corporation (hereinafter referred to as "Plano"), the CITY OF MCKINNEY, TEXAS, a home-rule municipal corporation (hereinafter referred to as "McKinney"), and the CITY OF FRISCO, TEXAS, a home-rule municipal corporation (hereinafter referred to as "Frisco"), as follows:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, Plano, McKinney and Frisco (hereinafter each individually referred to as "Party" and collectively referred to as "Parties") are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of providing a joint Homebuyer Education Class (the "Class"); and

WHEREAS, the Parties have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Parties, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. PURPOSE

The purpose of the Agreement is to state the terms and conditions under which the Parties will jointly provide a homebuyer educational class for households attempting to purchase homes within each Party's territorial jurisdiction. This Agreement, addresses the obligation of each Party, the class requirements and distribution of class cost for each Party.

II. TERM

This Agreement shall be in effect from January 1, 2012 through November 30, 2012, unless terminated earlier as provided herein. provided however, that the City of Plano shall have the right and option to extend the term hereof by an additional two (2) renewals of one (1) year terms by giving written notice to the City of McKinney and City of Frisco of the City of Plano election to so renew the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of term.

III. TERMINATION

Either Party may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the other Party with the understanding that all services being terminated shall cease upon the date such notice is received.

IV. OBLIGATIONS OF THE PARTIES

A. CITY OF PLANO:

Plano city staff will be responsible for maintaining the agreement with the Class instructor and Consumer Credit Counseling Services of Greater Dallas.

Plano staff will be responsible for satisfying any obligations for private grants received for the Class.

Plano will be responsible for advertising and promoting the Class within the City of Plano.

Plano city staff will produce and create all advertising materials for the Class.

Plano city staff will register all Class participants and disseminate all Class information.

Plano city staff will provide a monthly log of all registered homebuyers to the Class instructor.

Plano city staff will be responsible for providing Class location and security, including coordination of Class dates and room availability.

Plano city staff will provide a list of Class attendees to McKinney and Frisco within one week of the Class date.

Plano city staff will collect and analyze the end-of-year Class attendance and schedule a status update between the Parties.

B. CITY OF MCKINNEY:

McKinney city staff will be responsible for referring potential McKinney homebuyers to Plano city staff for Class registration.

McKinney city staff will be responsible for explaining and providing all material and information regarding the City of McKinney's Down Payment Assistance Program to Class participants.

McKinney will be responsible advertising and promoting the Class within the City of McKinney.

C. CITY OF FRISCO:

Frisco city staff will be responsible for referring potential Frisco homebuyers to Plano city staff for Class registration.

Frisco city staff will be responsible for explaining and providing all material and information regarding the City of Frisco's Down Payment Assistance Program to Class participants.

Frisco will be responsible for advertising and promoting the Class within the City of Frisco.

V. CLASS REQUIREMENTS

The Parties agree the Class will continue to operate under the HUD-Approved Counseling Agency of Consumer Credit Counseling Services of Greater Dallas (CCCS) in accordance with the Agreement between CCCS and the City of Plano, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**.

The Parties agree that classes will be instructed by a state certified trainer.

The Parties further agree that each class will include a minimum of eight (8) hours of instruction, and each homebuyer will be required to attend all eight (8) hours in order to receive a certificate of completion. The curriculum for each class will be taken from the NeighborWorks workbook entitled "Realizing the American Dream" and each homebuyer will receive a copy of the workbook.

The standard date for each class will be the third Saturday of each month during the term of this Agreement.

VI. CLASS DATES

The 2012 Class dates are as follows:

January 21	February 18	March 17
April 21	May 19	June 16
July 21	August 18	September 15
October 20	November 17	

The parties agree Plano has the right to change the above Class dates by giving at least a five (5) business day prior written notice thereof to McKinney and Frisco.

VII. PAYMENT

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Each Party agrees to pay the following amounts:

The City of McKinney agrees to pay a total sum of **TWO THOUSAND TWO HUNDRED TWO AND .75/100 DOLLARS ($2,202.75)** to Plano for their shared cost of the Class.

The City of Frisco agrees to pay a total sum of **TWO THOUSAND TWO HUNDRED TWO AND .75/100 DOLLARS ($2,202.75)** to Plano for their shared cost of the Class.

The City of Plano agrees to pay a total sum of **FIVE THOUSAND FOUR HUNDRED NINTY FOUR AND 50/100 ($5,494.50)** for their shared cost of the Class.

The total cost of the 2012 Class budget to be paid by all three cities shall not exceed $9,900.

The City of Plano will invoice Parties for payments due at which time payment must be remitted within thirty (30) days of receipt of invoice. Any donations received during the term of the contract will reduce each Party's cost and refunds will be based on each Party's percent of total expenses.

The Parties herein recognize that the continuation of any contract after the close of any given fiscal year, which fiscal year ends on September 30th of each year, shall be subject to each Party's City Council approval. In the event that any of the Parties' City Councils do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the Parties shall have no further obligations hereunder.

VIII. GOVERNMENTAL FUNCTION

The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or joint enterprise between the Parties.

XIV. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

X. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

XI. ASSIGNMENT AND SUBLETTING

The Parties to give full attention to the fulfillment of this Agreement, that this Agreement will not be assigned or sublet without the prior written consent of the Parties, and that no part or feature of the work will be sublet to anyone objectionable to the Parties. McKinney and Frisco further agree that the performance of this Agreement shall not relieve McKinney and Frisco from its full obligations to Plano as provided by this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the Parties.

XIII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and if legal and necessary, exclusive venue shall lie in Collin County, Texas.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XVII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIX. NOTICE

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

Plano Representative:	McKinney Representative:	Frisco Representative:
Terrie Monroe	Cristel Todd	Stacy Brown
Community Development Coordinator	Housing Services Administrator	Housing and Grants Administrator
1520 K Avenue	222 N. Tennessee St.	6101 Frisco Square Blvd.
Plano, Texas 75074	McKinney, Texas 75069	Frisco, Texas 75034

XX. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

EXECUTED on the dates indicated below:

CITY OF MCKINNEY, TEXAS

DATE _____ BY: _____
Jason Grey
City Manager

APPROVED AS TO FORM:

_____
_____

CITY OF FRISCO, TEXAS

DATE _____ BY: _____
George Purefoy
City Manager

APPROVED AS TO FORM:

_____
_____

CITY OF PLANO, TEXAS

DATE _____ BY: _____
Bruce D. Glasscock
City Manager

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20___, by **JASON GREY**, **City Manager** for the **City of McKinney, Texas,** a home-rule municipal corporation, on behalf of such municipal corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20___, by **GEORGE PUREFOY**, **City Manager** for the **City of Frisco, Texas,** a home-rule municipal corporation, on behalf of such municipal corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20___, **by BRUCE D. GLASSCOCK**, **City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

_____
Notary Public, State of Texas

MEMORANDUM OF UNDERSTANDING
WITH SERVICE PROVIDER TO PROVIDE HOMEBUYER COUNSELING AND EDUCATION

Consumer Credit Counseling Service of Greater Dallas, Inc. (CCCS-Dallas) agrees to provide homebuyer counseling and education instruction for the City of Plano on the following dates:

Dates of instruction: 1-15-2011; 2-19-2011; 3-19-2011; 4-16-2011; 5-21-2011; 6-18-2011; 7-16-2011; 8-20-2011; 9-17-2011; 10-15-2011; 11-19-2011

The class will include a minimum of 8 hours of instruction. "So You Want to be a Homeowner" will be the instruction curriculum.

CCCS instructors for the classes will be either:
Ray Hooper, Instructor (Retired CCCS- Dallas Director of Housing and Education) or
Linda Davis-Demas, Housing Director

Presentation schedules will be developed by the City of Plano representative and coordinated with Ray Hooper and the Consumer Credit Counseling Service Education Department.

The instruction cost is $600.00 any other expense such as food or books will be invoiced separately.

A HUD approved certificate of completion is awarded to each household upon successful completion of the class.

Consumer Credit Counseling Service of Greater Dallas, Inc. is a 501(c)(3) nonprofit agency. (See Attachment B a copy of the **IRS Approval letter**.)

Consumer Credit Counseling Service of Greater Dallas, Inc. is approved by the U.S. Department of Housing and Urban Development (HUD) as a Multi-State Housing counseling agency to provide Pre-purchase Counseling and Homebuyer Education Workshops. (See Attachment C a copy of the **HUD Agency certificate.**)

This agreement is valid for a period of one (1) year from date of acceptance by both parties. It may be terminated by a 30 day written notice by either party.

_____ _____
Linda Davis-Demas, Housing Director — Date
Consumer Credit Counseling Service - Dallas

_____ _____
Terrie Monroe, Sr. Community Development Coordinator — Date
City of Plano

_____ _____
Christina Day, Community Services Manager — Date
City of Plano

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND THE CITY OF MCKINNEY, TEXAS, AND THE CITY OF FRISCO, TEXAS FOR PARTICIPATION IN THE HOMEBUYER EDUCATION CLASSES TO PROVIDE AN EDUCATIONAL PROGRAM FOR INDIVIDUALS ATTEMPTING TO PURCHASE HOMES IN EACH MUNICIPAL JURISDICTION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes government entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Frisco, Texas, the City of McKinney, Texas, and the City of Plano, Texas for participating in the Homebuyer Education Classes (hereinafter "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute the necessary documents on behalf of the City of Frisco.

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

Section 1: The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Frisco and found to be acceptable and in the best interests of the City of Frisco and its citizens, are hereby in all things approved.

Section 2: The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Frisco, substantially according to the terms and conditions set forth in the Agreement.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2012.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #22.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 28, 2011**

Subject: **Consider and Act Upon Approval of a Purchase Order to Naztec, Inc. for the Purchase of Four (4) Naztec Traffic Signal Cabinets**

Action Requested: City Council approval of a purchase order to Naztec, Inc. for the purchase of four (4) Naztec traffic signal cabinets, in the amount of $28,600.

Background Information: Purchase made through an interlocal agreement with the City of Grand Prairie. This purchase order will allow for the purchase of four (4) Naztec signal cabinets for upcoming City traffic signal construction projects.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through GO bonds.

Legal Review: N/A

Supporting Documents: Department memo, quote from Naztec, Inc. and Grand Prairie contract.

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer
Tracy Nichols, Traffic Signal and Lighting Supervisor

Date: **February 7, 2012**

Subject: **Purchase of Four Naztec Signal Cabinets**

Transportation engineering needs to purchase four traffic signal cabinets for City traffic signal construction projects at the following intersections:

1. Eldorado Parkway at Coit Road
2. Eldorado Parkway at Hillcrest Road
3. FM 423 at Lebanon Road
4. Custer Road at Stonebridge Drive

The total cost of the traffic signal cabinets being purchased is $28,600, which will be funded from previous bond sales. The City will be purchasing this equipment from Naztec, Inc. through an Interlocal Agreement with Grand Prairie. The City of Frisco's Contract No. 0801-018I.

A quote has also been attached for your reference.

Naztec, Inc.
P.O. Box 765
Sugar Land, Texas 77487
Tel (281) 240-7233 Fax (281) 240-7238
E-mail: chrismcpherson@naztec.com

EMAIL QUOTE

TO: CITY OF FRISCO

TEL: (972) 292-5452

ATTN: TRACY NICHOLS

FAX: (972) 292-5016

FROM: CHRIS MCPHERSON

QUOTE# 1111-CM01

RE: CABINET QUOTE

QTY.	DESCRIPTION	$/EACH	$/TOTAL
4	NAZTEC P44 CABINET PER CITY OF FRISCO SPECIFICATIONS	$7,150.00	$28,600.00

TERMS:

- QUOTE VALID FOR 30 DAYS
- DELIVERY 120 DAYS ARO
- CUSTOM AND SPECIAL ORDER PRODUCTS ARE NOT RETURNABLE

FOB DESTINATION / **FREIGHT INCLUDED**

NOTES: ALL PRICES SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES, PLEASE FURNISH NUMBER WITH ORDER. ALL ARE QUOTES SUBJECT TO CREDIT APPROVAL.

PLEASE REFERENCE QUOTE # AT THE TOP OF THE PAGE FOR ANY PURCHASES MADE FROM THIS QUOTATION.

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PRICE QUOTATION.
ALL OF US AT NAZTEC GREATLY APPRECIATE YOUR BUSINESS.

DATE: 11/07/11 TIME: 2:10PM



CHRIS MCPHERSON
TECHNICAL SALES

ID 1398

Department:
Purchasing for Traffic

Vendor Name:
Naztec, Inc.

Project Name:
11042 Traffic Signal Controllers & Cabinets - Naztec - initial contract

Work Order Number(s):

Account Number:
251310-63125

Contract Amount:	Implementation Date:	Termination Date:	City Council Appr. Date:
$232,410.00	6/22/2011	6/21/2012	6/21/2011

Insurer A Name:
Truck Ins Exchange

Insurer A Expiration:
9/10/2011

Insurer B Name:
Farmers Ins Exchange

Insurer B Expiration:
9/10/2011

Insurer C Name:
Mid-Century Ins

Insurer C Expiration:
9/10/2011

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
purchasing interoffice mail

Department Manager Signature: **Date:** 7-7-11

City Attorney Signature: **Date:** 7/8

City Manger/Deputy City Manager Signature: **Date:** 7/8/11

City Secretary Signature: **Date:** 7/8/11

CONTRACT for COMMODITIES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

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

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY") and **NAZTEC, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide traffic signal controllers & cabinets per bid award resulting from vendor's response to RFB #11042, submitted by Chris Mc Pherson, on May 27, 2011. The parties understand that the quantity of commodities to be furnished to the City is an estimate, and that the City may order more or less, depending on the projects and the work of the City that requires the commodities. The price of the commodities shall remain constant throughout the term of contract. If the amount of the commodities ordered exceeds the estimate, it may be necessary to seek additional approval from the Council or City Manager's Office, as set out in Paragraphs IV and VIII herein.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide to the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Transportation Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall provide all of the commodities, in quantities on an as needed basis as ordered by individual departments, contained in CITY specification and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the bid.

III. DELIVERY OF COMMODITIES

VENDOR or VENDOR'S associates and employees, or VENDOR'S contracted carriers, shall deliver commodities, as ordered on an as needed basis by individual departments, called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees, and VENDOR'S contracted carriers who deliver commodities under this contract shall be fully qualified to undertake same and competent to do the work required for delivery of commodities under this Contract. VENDOR further agrees that all commodities delivered under this contract shall be delivered in new condition and shall be fit for the particular use(s) contemplated by this agreement.

If the commodities are not available from VENDOR or VENDOR defaults on promised delivery, without acceptable reasons, or commodities fail to meet specifications, the City reserves the right to purchase commodities elsewhere and charge any increase in cost and handling to defaulting bidder.

IV. INVOICING AND PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable, in the bid for the purchase of commodities designated herein and in no event shall total payments under the base contract exceed $232,410.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made within 30 day of receipt of goods or invoice, whichever is later. Payment may be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard) if orders are placed on a secure website offered by vendor. Such website must have the capability to charge the items awarded to their company at the accurate unit prices/discounts bid and vendor must be able to provide usage reports upon request.

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of June 22, 2011, and shall terminate midnight June 21, 2012, at which time no further orders may be accepted by VENDOR under this Contract unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XV herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for purchase of commodities and that this Contract is not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN COMMODITES

The CITY, through its Purchasing Manager or his chosen agent, may request addition of commodities called for under this Contract. Any such additions, including the unit cost to be charged, must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that addition of commodities which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XI. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties.

XII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIII. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification.

XIV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XV. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for VENDOR to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that no further orders may be accepted after the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVI. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XVIII. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XIX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:
Angi Mize
Buyer ~ Purchasing Division
972/237-8262Phone ~ 972/237-8265 Fax
amize@gptx.org
City of Grand Prairie
318 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

Sholeh Karimi
Traffic Engineer ~ Transportation
972/237-8131 Phone ~ 972/237-8116 Fax
skarimi@gptx.org
City of Grand Prairie
206 W. Church, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045

VENDOR:
Chris Mc Pherson
281/240-7233 Phone ~ 281/240-7238 Fax
chrismcpherson@naztec.com
Naztec, Inc.
PO Box 765, sugar land tx 77487

XX. SEVERABILITY

In the event that 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 thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXI. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 8th day of July, 2011.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Tom Cox, Deputy City Manager

NAZTEC, INC.

By: _____
Printed Name: Chris McPherson
Title: Technical Sales

ATTEST:

_____
Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:

_____
Donald R. Postell, City Attorney

Exhibit A

Solicitation 11042

Traffic Signal Controllers & Cabinets

Grand Prairie
TEXAS

City of Grand Prairie

Naztec, Inc.

Bid Contact **Chris McPherson**
chrismcpherson@naztec.com
Ph 281-240-7233
Fax 281-240-7238

Address **P.O. Box 765**
Sugar Land, TX 77487-0765

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
11042-01-01	Traffic Signal Controller	**Supplier Product Code:** 50100-24205-3 **Supplier Notes:** As Specified. Delivery 60 Days ARO	**First Offer - $2,365.00**	15 / each	**$35,475.00**		**Y**
11042-01-02	Traffic Signal Cabinet, Base Mount	**Supplier Product Code:** 70006-TS2GP **Supplier Notes:** As Specified. Delivery 120 Days ARO	**First Offer - $7,150.00**	15 / each	**$107,250.00**		**Y**
11042-01-03	Traffic Signal Cabinet, Pole Mount	**Supplier Product Code:** 70008-TS2FM **Supplier Notes:** As Specified. Delivery 120 Days ARO	**First Offer - $5,979.00**	15 / each	**$89,685.00**		**Y**

Supplier Total **$232,410.00**

Supplier: **Naztec, Inc.**

SUBMIT TO: CITY OF GRAND PRAIRIE PURCHASING DIVISION 318 W. MAIN STREET GRAND PRAIRIE, TX 75050 P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 *(Above address is for submittal of hard copy.*	**Grand Prairie** AN EQUAL OPPORTUNITY EMPLOYER GRand PRaiRie TEXAS *CITY OF GRAND PRAIRIE, TEXAS* **REQUEST FOR BID (RFB)** 11042

CONTACT PERSON: Angi Mize	TEL: 972-237-8262
TITLE: Traffic Signal Controllers & Cabinets	SUBMITTAL DEADLINE: 2:00:00 PM CDT Jun 2, 2011
	*Any proposals received after the time and date listed above, **regardless of the mode of delivery**, shall not be accepted.*
Company: **Naztec, Inc.** Contact: **Chris McPherson** *"Signature"*: **Chris McPherson** Title: **Technical Sales**	**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.** *(Above is for submittal of hard copy only. This does not apply to electronic bidding.)* **IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".**
Address (include City, State, Zip): **P.O. Box 765** **Sugar Land, TX 77487**	THE CITY OF GRAND PRAIRIE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
Phone: **281-240-7233**	Fax: **281-2407238**
eMail: **chrismcpherson@naztec.com**	Web Address: **www.naztec.com**
Tax ID #: **742019144**	Date: **5/27/11**

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA:

#1 ☐ **#2** ☐ **#3** ☐ **#4** ☐ **#5** ☐ *(Check each applicable addendum)*

The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? ☐ Yes ☑ No

By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer.
All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.

By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

TRAFFIC SIGNAL CONTRALLERS & CABINETS
SPECIFICATION
BID# 11042

1. INTENT

It is the intent of this specification to obtain an annual price agreement for the purchase of traffic signal controllers and cabinets by the City of Grand Prairie Transportation and Traffic Divisions.

2. CONTACT

Information, questions or clarification concerning the intent of these specifications are available by contacting the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

3. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to vendor submitting the most responsible bids deemed to be in the best interest of the City.

4. ADVANCED TRAFFIC SIGNAL CONTROLLER (ATC)

4.1 Description

This Specification covers Advanced Traffic Signal Controllers for installation into NEMA TS 2 - Type 1 cabinet. The Contractor shall provide controllers with the modules and external wiring harness as defined herein. The Contractor shall supply operating system software, drivers and descriptors, initialization software, and the validation suite as required herein, but others will supply traffic controller software. The Contractor shall supply controller equipment within sixty (60) days after the City's approval of the evaluation units.

4.2 Compliance

Model 2070L controller shall comply with the "Advanced Transportation Controller (ATC) Standard Specification for the Type 2070 Controller, by Caltrans. The ATC units supplied shall comply with all future addenda to above specification, prior to issuance of the corresponding purchase order. The referenced ATC standard specification reflects the requirements of the Transportation Electrical Equipment Specifications (TEES) including all relevant addenda published by the California Department of Transportation. The ATC units shall comply with all TEES latest revision prior to issuance of the corresponding purchase order. The operating system of the ATC controller unit shall comply with TEES specification.

4.3 Materials

4.3.1 Hardware

The Contractor shall supply fully assembled controllers that are in full compliance with the referenced ATC Specification. The Contractor shall provide evidence that controller units, with a make and model identical to those being provided, have been tested and approved in accordance with the referenced ATC Specification, by Caltrans. When available, the Contractor shall submit all test results to the City of Grand Prairie for review. The Contractor shall correct all controller units provided to the City of Grand Prairie if required to do so by the Department of Transportation. All cost for modifications associated with compliance of the referenced ATC specification shall be at the expense of the Contractor. A Quality Control Plan Shall be submitted within fifteen (15) days from the award notification letter.

The Contractor shall supply one controller unit of the Model 2070L, at the request of the City, for evaluation by the City, within forty-five (45) days after the award is issued. Once the evaluation units are approved, the Contractor shall furnish production controller units according to the delivery schedule of this contract. It is anticipated that the City's evaluation period will be approximately sixty (60) days.

4.3.2 Components for Model 2070L (NEMA-8 TS2 Type 1)

The Contractor shall supply Model 2070L controllers with the following modules:

Model 2070-1B	Ethernet CPU Module
Model 2070-2N	Field I/O Module *C12S) (Installed in A3 Slot)
Model 2070-3B	Front Panel Assembly (8 x 40 Display)
Model 2070-4N(A)	Power Supply Module (10 Amp)
Model 2070-7A	Async Serial Comm Module RS-232 (Installed in A2 Slot)
Model 2070-7B	Async Serial Comm Module RS-485 (Installed in A1 Slot)

Port 1 SDLC is required.

4.3.3 Controller Cabinet

The controller units provided to the City of Grand Prairie shall be designed to operate with the City of Grand Prairie's latest NEMA TS2-Type 1 cabinet specifications and signal monitor specifications.

4.3.4 TS2 Adapter Box for 2070 Traffic Controller

Each 2070 controller shall be supplied with a TS2 Adapter Box for use with a NEMA TS2-Type 1 cabinet. The purpose of this adapter is to re-locate the 2070 connectors so that they are accessible from the front of the controller rather than the rear to ease the disconnection of a 2070 traffic controller from a standard NEMA type cabinet.

The adapter box shall be fabricated from .060" aluminum and shall be able to be mounted to the left ear of the 2070 as you are facing the 2070 unit from the front. The adapter box shall be approximately 1.6" W x 7"H x 3.5" D in size. The adapter box shall have at a minimum a TS2 Type 1 power connector MS3102A-18-1P with a cable routed to the rear of a 2070 controller using a TS2 Type 1 power connector MS3106A-18-1S to connect to the 2070 TS2 2N Module. An SDLC 15 Socket D sub connector shall be supplied on the front of the adapter box with a cable to plug into the rear of the 2070 2N module. A 9 Socket D sub connector shall also be provided on the front of the adapter box with a cable to connect to the 7A Asynchronous RS232 Port.

All connectors on the adapter box shall be accessible from the front of the 2070 unit and all cabling shall exit the rear of the box and shall have shielded cables of sufficient length to connect to the rear of the 2070. The box shall be able to be removed with the use of a screwdriver.

4.3.5 Software/Hardware Diagnostic

The Contractor shall provide diagnostic software/hardware capable of checking CPU memory for the 2070-1(x) CPU module, display functions on the 2070-3(x) front panel assembly, communications ports and real time clock. Software/Hardware diagnostic test shall be capable of producing a printed copy of test results. Test results will indicate pass or fail for each function tested.

4.3.6 Data Key Programming Equipment

The Contractor shall supply one (1) removable data key with each controller unit.

4.4 Testing, Quality Control, Documentation and Warranty

4.4.1 General

The Contractor shall comply with electrical, environmental and testing requirements defined in the ATC Specification.

The Contractor shall, within fifteen (15) days from the date of award, supply quality control procedures and test report formats as required by the ATC Specification.

The Contractor shall comply with all testing, quality control, and reporting procedures specified in the ATC Specification.

4.4.2 Documentation

The Contractor shall submit all documentation required by ATC Specification, all associated procurement documentation.

Operation Manuals: All equipment provided under this specification shall be provided with operation manuals, which document the operation and maintenance of the equipment. Additionally, the following documentation shall be provided for the various items furnished.

4.4.2.1 Manuals shall be printed on 8 ½ x 11 inch paper. Schematics, layouts, parts lists and plan details may be on 11 x 17 inch paper, but the paper must be neatly folded to 8 ½ x 11 inch size. D sized paper must be neatly folded and bound to fit in the 8 ½ x 11 inch manuals. The manual shall be bound in durable covers and shall suffer no degradation when subjected to normal cabinet temperature testing.

4.4.2.2 Manual Contents: Each manual shall include the following: General Description, General Characteristics, Installation, Adjustments, Theory of Operation, Systems Description with block diagrams, detailed description of Circuit Operations and Maintenance. Maintenance shall cover Preventative Maintenance, Trouble Analysis, Trouble Shooting Sequence Chart, waveforms, Voltage Measurements, and Alignment Procedures.

4.4.2.3 Technical information in the form of manufactures published data sheets for all medium and large scale integrated circuits.

4.4.2.4 Parts list including circuit and board designation, part type and class, power rating and component manufacture, and original manufacturer's part number.

4.4.2.5 Electrical Interconnection Drawing

4.4.2.6 Schematic and logical diagram – consisting of assembly drawings and pictorial diagram showing physical locations and identification of each component.

4.4.2.7 Serial and Revision numbers of equipment of numbers in manuals.

4.4.2.8 Updated documentation shall be provided for any and all design changes or modifications to equipment, circuits, or components supplied to the City of Grand Prairie. The City shall be notified in writing of any impending changes.

4.4.2.9 In addition to hard copy, all documentation shall be supplied on CD-ROM.

4.4.3 Submittals

Submittal data and/or hardware shall be submitted to the City of Grand Prairie for approval prior to fabrication of the controller assembly. The Contractor shall furnish data and/or hardware submittals to the following agency:

Sholeh Karimi, P.E.
Traffic Engineer
Transportation Services Department
PO Box 534045
Grand Prairie, TX 75053-4045

All submittals shall be fully detailed and shall provide all information to clearly show how the controller unit assembly does or does not conform to the requirements of the specifications. The purpose of the submittal data and/or hardware is to show, in detail, that the Contractor will satisfy the requirements of the specification to avoid non-conformance with those requirements that might otherwise not become apparent until after fabrication. If prepared literature, such as catalog cut sheets, is used to satisfy some or all the submittal requirements, there shall be no statements on the literature in conflict with the requirements of the specifications. Any such statements shall be crossed out and initialed by the Contractor.

Following a review of the submittal data and/or hardware, the City of Grand Prairie, or its agent will mark the submittal in any of the following ways: "No Exception Taken", "Corrections Required", or "Rejected". The Contractor may proceed with the fabrication of the controller unit assembly when the submittal is considered to be fundamentally acceptable; however, questionable issues must be addressed prior to acceptance of the submittal and subsequent equipment fabrication. If the submittal is marked "Rejected", the City of Grand Prairie will have the sole right to immediately cancel the purchase order and re-award the contract, or order the Contractor to initiate equipment redesign in accordance with the specifications and resubmit.

The controller equipment delivered shall be identical to the evaluation units accepted by the City of Grand Prairie. Any deviation from the approved evaluation units shall be submitted for evaluation and approval before any shipment is accepted for payment. The Contractor shall be responsible for the cost associated with any additional testing that may be required. Deviations from the approved evaluation units after shipment of any parts of the order shall be cause for rejection and non-payment of the remainder of the order. Excessive delays or non-compliance by the Contractor at any point in the approval process may be cause for cancellation and non-payment.

4.4.4 Warranty

The Model 2070L Controller Equipment and components shall have a full warranty due to manufacture defects, including parts and labor for a minimum of five (5) years from the date of final acceptance.

The Contractor shall bear all expense connected with the return of any material that any agency deems necessary to rerun for adjustment during the warranty period. The City of Grand Prairie, or its agent, reserves the right to withhold payments that may be due, should it be discovered that material does not meet the specifications and/or claims of the Contractor.

The City of Grand Prairie will determine the manufacturer's responsibility for any controller unit assembly failure, if failure occurs with the warranty period. The City of Grand Prairie, or its agent, will contact the manufacturer with instructions on the pick-up and delivery of defective controller assembly components.

The Contractor shall have field engineers and technicians available on request to assure satisfactory initial operation and to consult with the City or their representatives on any special circuitry that may be required in certain applications.

4.5 Measurement

The Model 2070L Controller Equipment will be measured as each unit furnished, and made fully functional and operational and tested in accordance with the requirements in this specification.

5. NEMA TS2 Traffic Control Cabinet

5.1 General

5.1.1 These specifications set forth the minimum requirements for a TS2 Type 1 traffic control cabinet assembly fabricated for the City of Grand Prairie. The cabinet assembly shall meet, as a minimum, all applicable sections of the NEMA Standards Publication No.TS2-1992 Traffic Controller Assemblies. Where differences occur, these specifications shall govern.

5.1.2 This controller cabinet will house either an Eagle EPAC 300 M41 controller or a 2070 controller. The controller shall meet the NEMA Standards Publication No.TS2-1992 Type 1 controllers.

5.1.3 Prior to cabinet construction, two (2) copies of detailed shop drawings of the cabinet showing the dimensions, equipment placement layouts, auxiliary panel placements, dimensions, labeling, cabinet wiring schematics and cabinet view (interior and exterior) shall be submitted to the City Grand Prairie Transportation Department for review and approval 30 days following bid award. Deliver drawings to:

Sholeh Karimi
Traffic Engineer
Transportation Department
P.O. Box 534045
City of Grand Prairie, TX 75053-4045

5.1.4 Once the first cabinet is constructed, tested and made operational, it shall be shipped to Traffic Operations at 1821 SH161, Grand Prairie, TX, 75051 for a 30-day evaluation period. The contractor shall supply controller cabinet within sixty (60) days after the city approval of the evaluation unit.

5.1.5 The Malfunction Management Units, Bus Interface Units, Power Supplies, Load Switches, Flashers, Pedestrian Isolation Boards and Flash Transfer Relays shall be delivered within each cabinet to which they are supplied. These components shall be secured with nylon type straps to prevent damage during shipment. Each package where required, shall be identified as to the contents contained within.

5.2 Cabinet Design and Construction

5.2.1 The cabinet shall be constructed from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. The top, door, and each side of the cabinet shall each be a single sheet of aluminum. Welding pieces together to form any of these surfaces shall not be permitted.

5.2.2 The cabinet shall have a natural aluminum finish free from scratches and weld flash. The welds shall be neatly formed, smooth and continuous. Spot welding of the cabinet exterior seams and sealing of the remainder of the seams with sealant is not acceptable.

5.2.3 The top of the cabinet shall incorporate a slope from front to rear to prevent rain accumulation.

5.2.4 All hardware, including pins, hinges, and door handles shall be of non-corroding material.

5.2.5 Prior to delivery, the surface of the cabinet shall be cleaned to remove oil film, weld black, mill ink marks and to leave the surface clean, bright, smooth, and non-sticky to the touch.

5.3 Size and Mounting

5.3.1 The cabinet shall be a base mounted unit with the following dimensions: 66"Hx44"Wx26"D

5.3.2 The cabinet shall be designed for mounting on a concrete foundation or polymer concrete sub-base using anchor bolt flanges inside the cabinet adjacent to the side walls. Slotted anchor bolt holes 2" long (front to back) by 1" wide shall be provided for securing the cabinet to the selected foundation.

5.3.3 The bolt pattern for cabinet mounting shall be 40-3/4" wide by 18-1/2" deep. (These measurements are center-to-center of the anchor bolt holes.)

5.3.4 Anchor bolts shall be supplied with the cabinet.

5.4 Cabinet Door

5.4.1 The cabinet shall be equipped with a front door that provides normal cabinet access with an opening of at least 80 percent of the front surface of the cabinet. A stiffener plate shall be welded across the inside of the door to prevent flexing.

5.4.2 A rain channel shall be incorporated into the design of the door opening to prevent fluids from entering the cabinet enclosure.

5.4.3 The door shall be equipped with a three-point latching mechanism to firmly secure the door at the top, bottom, and center of the cabinet.

5.4.4 The door shall be hinged on the right side of the cabinet as viewed facing the cabinet door opening. The door hinge shall be a one-piece, hidden, continuous stainless steel piano hinge, with a stainless steel pin, running the entire length of the door.

5.4.5 The door shall include a door stop mechanism located internally along the top of the door capable of holding it open at approximately 90, 125, and 150 or greater degrees under windy conditions. The door stop shall be designed to minimize the accidental release of the door from any of the stop positions. A standard bottom door retainer shall also be provided to provide additional support for the enlarged door.

5.4.6 The handle of the door shall utilize a shank of 5/8" minimum diameter. The handle shall include a hasp for the attachment of an optional padlock with a shackle diameter of 3/8 inches. The door handle shall rotate counter-clockwise to open. The handle shall not extend beyond the perimeter of the main door at any time. The lock assembly shall be positioned so that the handle shall not cause any interference with the key when opening the cabinet door. The door handle shall be mounted through a brass bushing or other approved method to prevent the handle from becoming frozen to the door.

5.4.7 The door shall be equipped with a Corbin No. 2 lock with flap. Two keys shall be supplied per lock.

5.4.8 The door shall close against a weatherproof and dust-tight, closed-cell neoprene gasket seal. The gasket material shall be a minimum of 0.250 inches (0.635 cm) thick by 1.5 inch (3.81 cm) wide. The gasket shall be attached to the cabinet with a permanent adhesive bond. The mating surface of the gasket shall be coated with a silicon lubricant to prevent sticking to the door.

5.5 Auxiliary Power Compartment

5.5.1 All cabinets must be supplied with a 4"W x 4"H x 6"D auxiliary power compartment with connector and an exterior flush mount hinged door.

5.5.2 This compartment shall be located on the rear wall of the cabinet on the right side as you are facing the cabinet opening, placed in between the bottom shelf and the middle shelf. The compartment shall be accessible from outside of the cabinet without opening the main door.

5.5.3 The compartment door shall have a slot for cable with wasp cover and a Corbin No. 2 Lock.

5.5.4 The compartment shall have a 5-degree downward tilt to prevent drainage into the cabinet.

5.5.5 A Hubbell 2615 30A flanged male twist-L connector shall be supplied that adapts to a typical three prong 120V generator plug. The connector's wiring shall exit the rear of the auxiliary compartment and shall feed into a Dayton 5X847 relay with enclosure mounted to the interior wall above the power panel.

5.5.6 The relay shall be energized by normal AC service and allow normal AC service to power the cabinet. If generator voltage is present at the auxiliary connector, the cabinet will continue to operate on normal AC service, if present. If normal AC service is absent, the relay shall de-energize, allowing generator voltage to supply power to the cabinet. Once the AC voltage has been restored by the service provider, the relay shall instantaneously disconnect the generator supplied voltage and the cabinet shall resume to normal service provider line voltage. The relay shall be housed in an accessible compartment with a cover inside the cabinet. The relay shall be wired immediately before the cabinet circuit breakers, allowing the circuit breakers to disconnect power to the cabinet no matter what source of power is currently active.

5.5.7 The connector must be accessible with the main door closed on the cabinet. No separate cabinets attached to the main cabinet will be allowed. Flush mount compartment must be welded and permanently attached to the cabinet shell.

5.6 Communication Equipment Outlet

5.6.1 Provide a six (6) receptacle outlet, mounted in the upper left hand corner above the top shelf of the interior portion of the cabinet shell as viewed facing the cabinet main door opening. This outlet shall meet the specific requirements set forth in the 2002 NEC Article 647.7(A).

5.6.2 This outlet shall receive service from the Power Panel as specified in 16.3 POWER PANEL.

5.7 Police Compartment

5.7.1 A hinged police compartment door shall be provided on the outside face of the front door to permit access to a switch panel. There shall be no exposed electrical terminals accessible from the police compartment and no dust or liquid shall be able to enter the main cabinet compartment from the police compartment. The size of the police compartment and door shall be as needed to accommodate the required switches, plugs, and/or jacks and to provide for storage of the manual push button switch and cord.

5.7.2 The police compartment door shall be provided with a treasury type Corbin No.R357SGS lock or exact equivalent and one key.

5.7.3 The police compartment door shall close against a weatherproof and dust-tight, closed-cell neoprene gasket seal. The gasket material shall be a minimum of 0.250 inches thick by 0.500 inches wide. The gaskets shall be attached to the cabinet with a permanent adhesive bond. The mating surface of the gasket shall be coated with a silicon lubricant to prevent sticking to the door.

5.8 Ventilation and Fans

5.8.1 The lower section of the cabinet door shall be equipped with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow for the rated fan capacity. Louvers must satisfy the NEMA rod entry test for 3R ventilated enclosures.

5.8.2 A 16" x 25" x 1" non-corrosive, vermin-and insect-proof, removable, replaceable air filter shall be secured to the air entrance. The filter shall fit snugly against the inside of the door in such a way to allow ease of filter replacement.

5.8.3 The roof of the cabinet shall incorporate a divided exhaust plenum with a vent screen. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

5.8.4 The cabinet shall be provided with two (2) individually thermostatically controlled ventilation fans, adjustable between 80 - 150 degrees Fahrenheit, in the top of the cabinet plenum. The fans shall be a ball bearing, type fan and each shall be capable of drawing a minimum of 100 cubic feet of air per minute.

5.9 Shelves

5.9.1 All cabinets shall be supplied with three (3) removable and adjustable shelves manufactured from 5052-H32 aluminum. The shelves shall be a minimum of 10 inches deep. The lowest shelf shall house the Detector Racks; the middle shelf shall house the Power Supply, Controller and MMU.

5.9.2 It shall be possible to position the shelves to within 24" of the bottom of the cabinet and to within 8 inches of the top of the cabinet.

5.9.3 The three shelves shall be installed prior to the cabinet delivery. In order to facilitate future equipment maintenance, the bottom shelf shall be positioned to provide at least 3/4" clearance between the top of the detector racks and the lowest point of the middle shelf. The Controller unit, Power Supply and the MMU will be placed on the middle shelf when the cabinet is prepared for installation.

5.9.4 The front edge of each shelf shall have 3/16" to 1/4" sized holes punched every 6 inches to accommodate tie-wrapping of cables and harnesses.

5.10 Laptop Drawer

5.10.1 A sliding drawer with document storage compartment shall be mounted to the bottom of the lowest shelf and located between the bottom of the lowest shelf and the main back panel. The drawer must be a minimum of 30" wide and slide out using roller bearings.

5.10.2 The drawer shall not interfere with the operation of and access of the main panel as defined in Main Back Panel Design. Sec 12.

5.10.3 The drawer shall be manufactured from 5052-H32 aluminum and shall be of suitable size and construction for supporting the weight and use associated with a typical laptop computer.

5.10.4 The document storage compartment portion of the sliding drawer shall be at a minimum of 24"Wx13"Dx1.5"H.

5.10.5 Two sets of complete and accurate cabinet drawings shall be supplied with each cabinet and stored within this drawer.

5.11 Shelf/Panel Mounting

5.11.1 One set of vertical "C" channels shall be mounted on each interior wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring-mounted nuts or studs and shall provide for shelf height adjustment in increments of not more than 2 inches. All mounting rails shall extend to within 7 inches of the top and bottom of the cabinets.

5.11.2 Four side wall channels shall be provided with center-to-center spacing of 18 to 20 inches between the first and last channels.

5.11.3 At least two rear channels shall be provided with center to center spacing as needed to provide secure support for the back panel and/or any other mounted equipment.

5.12 Main Back Panel Design

5.12.1 The back panel shall be constructed from one solid piece of 5052-H32 brushed aluminum of 0.090 inches minimum thickness and formed so as to minimize any flexing when plug-in components are installed. Back panels that are riveted together from multiple pieces of aluminum will not be acceptable.

5.12.2 The cabinet back panel shall be designed so that it shall not be necessary to remove either shelf to access the rear of the panel. This can be accomplished by utilizing a panel design that does not extend beyond the lowest required bottom shelf position or any other cabinet obstructions and hinging the main panel at the bottom to permit it to swing downward without removing any cabinet components to at least 45 degrees from its original vertical position.

5.12.3 The main back panel shall be fully wired for the following:

5.12.3.1 Sixteen (16) load switch sockets (8 vehicle phases, 4 overlaps, 4 pedestrian phases. All vehicle phases and overlaps shall be wired for flashing operations)

5.12.3.2 Eight (8) flash transfer relay sockets

5.12.3.3 Four (4) wired main back panel BIU rack slots located at the top of the back panel in the center of back panel with each slot immediately adjacent to each other. All terminal blocks for BIUs 1&2 shall be to the left of the BIU rack and all terminal blocks for BIUs 3&4 shall be to the right of the BIU rack. All BIU pins shall be wired to a terminal on the back panel.

5.12.3.4 Two (2) detector racks, each wired for sixteen channels of NEMA TS2 type detectors with two dedicated slots for Opti-com Model M752 Emergency Vehicle Preemption phase selectors of which the second slot shall be capable of operating with one 4 channel preempt card as an option instead of 2 2-ch cards.

5.12.3.5 A minimum of Four (4) pedestrian push button detector inputs.

5.12.3.6 Two (2) railroad preemption inputs.

5.12.3.7 One (1) Type 16 MMU w/ RS232 port capable of uploading of fault history with software running on a laptop or Palm Pilot.

5.12.3.8 Terminals for controller input/output functions

5.12.3.9 Terminals for all field circuit connections (signals, circuits, pedestrian detector inputs, railroad preemption inputs, etc.)

5.12.3.10 One (1) harness with connector for NEMA TS2 cabinet Power Supply.

5.12.3.11 One (1) harness with a type 'A' connector for use on a TS2 or a 2070 controller.

5.12.3.12 Red Enable Switch located to the right of the flasher socket to allow for the Red Fail monitoring of the MMU to be turned on or off.

5.12.4 Rack style mounting shall be provided to accommodate the required BIUs. A dual-row, 64-pin female DIN41612 Type B connector shall be provided for each BIU rack position. Card guides shall be provided for both edges of the BIU. Terminal and facilities for BIU mounting shall be an integral part of the main panel. Detector rack BIU mounting shall be an integral part of the detector rack.

5.12.5 All BIU rack connectors shall have pre-wired address pins corresponding to the requirements of the TS2 specification. The address pins shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

5.12.6 Wiring for BIU shall be provided. BIUs shall be permanently addressed as 1, 2, 3, 4, 9 and 10. Terminals for all I/O shall be provided and shall be permanently labeled according to TS2 function. Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw at a minimum.

5.12.7 All pedestrian push button inputs from the field to the controller shall be opto-isolated through the BIU and operate at 12 VAC.

5.12.8 The sixteen (16) load switch sockets shall be mounted in one horizontal row. All load switch and flash transfer relay socket reference designators shall be silkscreen labeled on the front the rear of the main panel to match drawing designations. Socket pins shall be marked for reference on the rear.

5.12.9 All load switches shall be supported by a bracket extending at least half the length of the load switch.

5.12.10 All wire size 16AWG or smaller, shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering shall not be permitted.

5.12.11 All cabinets must be supplied with a DIN rail mounted on the rear wall of the cabinet with a 6" clearance from the top.

5.13 Terminal Blocks

5.13.1 Load switch outputs shall be routed to terminals on a series of 12 position Marathon 1512D or equivalent terminal blocks in one row for all sixteen load switches. These blocks shall be installed at the bottom of the main panel. All vehicular and pedestrian signal field circuits shall be connected to these terminals. Compression type terminal blocks are not acceptable.

5.13.2 Load switches shall be assigned on a per-phase basis in the controller unit. That is, all three load switch outputs shall be assigned to the same controller phase. Any unused load switch outputs shall not be reassigned to different phases.

5.13.3 At a minimum, four (4) 20-position terminal blocks per BIU shall be provided on the main panel to provide access to the controller unit's I/O. All terminal blocks for BIUs shall be oriented vertically along the back panel.

5.13.4 All logic-level, NEMA controller and MMU input and output terminations on the main panel shall be permanently silk-screened on the front and rear of the panel. Cabinet prints shall identify the function of each terminal position.

5.13.5 All terminal blocks shall be labeled using a silk screen for each terminal as to its function. All labeling must be on the front of the panel and the rear of the panel for each terminal. When back panel is the "folded down" position, labels shall be upright as facing the front of the cabinet with the cabinet door open looking down. Upside down labeling will not be acceptable.

5.14 Flasher/Flash Operation

5.14.1 The cabinet shall be wired for one (1) dual-circuit flasher unit, separate from the controller unit, which shall permit the flashing of field circuits.

5.14.2 The flasher socket shall be capable of operating a 25-amp dual-circuit NEMA solid state flasher. The flasher shall be supported by a bracket that extends at least half its length.

5.14.3 It shall be possible to select, through terminal connections, which of the two flasher circuits is connected to each phase with the use of a screw driver only.

5.14.4 The coil of the flash transfer relay shall be de-energized for flash operation.

5.14.5 All "red flash" (red on all channels) shall be defined as normal and emergency flash modes. Field terminals shall enable Technician modification for "yellow/red flash" operation on a per phase basis. An MMU failure will cause emergency flash.

5.14.6 One RC network shall be wired in parallel across each flash-transfer relay and all other AC relay coils. The network shall be appropriately configured to neutralize the surge current induced by the collapse of the magnetic field of the relay coil.

5.14.7 Flash Relays shall be MAGNECRAFT (MODEL NO. W21ACPX-2) or equivalent.

5.17.8 Load switch sockets shall be wired for balanced loading of the flasher circuits to cover the standard eight phase quad configuration as well as its subsets.

5.15 Connectors, Cables and Wiring

5.15.1 All Controller and Malfunction Management Unit cables shall be of sufficient length to allow the units to be placed on the outside top of the cabinet in the operating mode.

5.15.2 All connecting cables shall be sleeved in a braided nylon mesh.

5.15.3 Each cabinet shall be provided with enough shielded RS-485 Port 1 communication cables to allow full capabilities of the cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type.

5.15.4 All connecting cables and wire runs shall be secured by mechanical clamps. Stick-on type clamps are not acceptable.

5.15.5 All wiring shall be neat in appearance. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

5.15.6 All wires routed to the door shall be routed to adequately protect against damage from repetitive opening and closing of the main door.

5.15.7 The grounding system in the cabinet shall be divided into three separate circuits (AC Neutral, Earth Ground and Logic Ground).

5.15.8 The Communication Equipment Outlet shall be supplied with a three conductor insulated cable rated for the circuit.

5.16 Power Panel

5.16.1 The power panel shall consist of a separate, wholly enclosed module, securely fastened to the lower right side wall of the cabinet. The power panel shall be wired to provide the necessary power to the cabinet, Controller, Malfunction Management Unit, cabinet Power Supply and Auxiliary Equipment. It shall be manufactured from 0.090-inch, 5052-H32 aluminum.

5.16.2 The panel shall be protected with a removable clear plastic front cover which forms a 90 degree lip at the top whereby prevent falling objects from making accidental contact with the electrical components of the power panel. The cover shall be secured at all four corners with threaded wing type nuts. The cover shall be constructed to permit the operation of the main and auxiliary breakers without removing the cover.

5.16.3 The power panel shall house the following components:

5.16.3.1 A 40-amp main breaker. This breaker shall supply power to the controller, MMU, signals, cabinet power supply and auxiliary panels. Breakers shall be thermal magnetic type, U.L. listed for HACK service, with a minimum of 10,000 amp interrupting capacity.

5.16.3.2 A 15-amp auxiliary breaker. This breaker shall supply power to the fans, light and GFI outlet.

5.16.3.3 A 15-amp Communication Equipment breaker. This breaker shall supply the power to the required communication equipment outlet.

5.16.3.4 An HESCO/RLS model HE1800 surge arrester shall protect the Controller, MMU, Cabinet Power Supply and Communication Equipment Outlet.

5.16.3.5 A 50-amp, 125 VAC radio interference line filter.

5.16.3.6 A 75 Amp, solid state relay shall be wired between the RFI filter output and the load switch power bus. The relay shall be controlled by the signal shutdown switch and the flash switch. The relay shall be mounted to a heat sink designed to allow maximum current flow at 74° C without damaging the relay.

5.16.3.7 A neutral bus bar capable of connecting one #6 stranded wire in each position with a minimum of 15-positions.

5.16.3.8 A NEMA type 5-15R GFI convenience outlet

5.17 Cabinet Lights

5.17.1 A fluorescent lighting fixture rated to accommodate a F15T8 lamp operated from a normal power factor UL or ETL listed ballast shall be provided. It shall be mounted on the inside top near the front of the cabinet. This light shall be automatically illuminated when the cabinet door is opened but shall be equipped with an on-off switch mounted on the fixture that shall permit the light to be turned off when the door is in the open position.

5.18 Cabinet Schematics

5.18.1 Two sets of complete and accurate cabinet drawings shall be supplied with each cabinet.

5.19 Detector Racks

5.19.1 Two vehicle detector amplifier racks shall be provided in each cabinet. The configuration for each rack shall be as follows:

5.19.1.1 One (1) BIU slot.

5.19.1.2 Sixteen channels of NEMA TS2 type detection (2 and 4 channel detector cards).

5.19.1.3 Two (2) Opticom Model M562 2-channel phase selector units.

5.19.2 The detector racks shall, as a minimum, meet the requirements of all applicable sections of the NEMA Standards Publication No.TS2-1992.

5.19.3 The detector rack frame shall be constructed of aluminum. The frame material shall be of sufficient thickness to prevent bending or flexing when detector or other cards are inserted or removed.

5.19.4 The racks shall be mounted to the lower shelf and shall be hinged in such a way to provide technician access to the rear of the racks for circuit board and wire/cable maintenance.

5.19.5 All vehicle detector card slots shall be capable of accepting 2 channel detector cards.

5.19.6 The second, fourth, sixth and eighth vehicle detector card slots shall be capable of accepting both 2 and 4-channel detector cards.

5.19.7 Pristine circuit boards shall be used in the construction of the detector rack. No hand wired jumpers to connect or re-route PCB traces shall be allowed.

5.20 Field Loop Interface Panel

5.20.1 One (1) 32 channel field loop interface panel shall be mounted on the left wall of the cabinet and connected to the card rack and back panel.

5.20.2 The panel shall be constructed of aluminum, silk-screened, and contain four (4) 16-position terminal blocks, with minimum 8-32 binder head screws.

5.20.3 Provisions shall be made to terminate four (4) pedestrian push button inputs, eight (8) Opticom detection inputs and appropriate power connections.

5.20.4 Terminals shall also be provided for detector outputs. When logic ground is applied to these terminals a call shall be placed via the BIU on the proper controller channel.

5.20.5 The panel shall contain thirty-two (32) technician operated vehicle detection switches meeting the following criteria:

5.20.5.1 The n'th switch down position will provide a momentary call on the n'th vehicle channel.

5.20.5.2 The n'th switch middle position disconnects the n'th detector channel output from the n'th BIU input.

5.20.5.3 The n'th switch up position provides normal operation of the n'th vehicle channel.

5.20.6 The panel shall contain four (4) technician operated pedestrian switches meeting the following criteria:

5.20.6.1 The n'th switch down position will provide a momentary call on the n'th pedestrian channel.

5.20.6.2 The n'th switch middle position disconnects the n'th pedestrian channel output from the n'th BIU input.

5.20.6.3 The n'th switch up position provides normal operation of the n'th pedestrian channel.

5.20.7 The panel shall contain a removable / replaceable pedestrian opto-isolation card. The card shall be interchangeable with the City's existing TS2 cabinet's specifications.

5.20.8 The panel shall contain a technician operated "SYSTEM / FREE" toggle switch. When placed in the "FREE" (up) position, the controller shall be placed into free operation. When placed in the "SYSTEM" (down) position, the intersection shall operate based on the controller programmed Time Base data.

5.20.9 All terminals shall be silkscreen as to designate function on both the front and rear of the panel.

5.21 Technician Switches

5.21.1 A technician switch panel shall be mounted on the inside front door.

5.21.2 All toggle switches shall be placed in the "down" position for normal operation:

5.21.2.1 AUTO/FLASH SWITCH. When placed in the "FLASH" (up) position, the vehicular signal heads shall display the programmed flashing red or amber indications generated by the flasher unit. Pedestrian indications, if any, shall be dark. Power shall not be removed from the controller. Stop time shall not be applied. The MMU shall not be used to accomplish this task. When placed in the "AUTO" (down) position, the vehicular and pedestrian signal heads shall resort to the controllers programmed operation and shall not initiate the start-up sequence.

5.21.2.2 EQUIPMENT POWER OFF/ON SWITCH. This switch shall control the AC voltage supplied to the Controller, MMU, and the cabinet Power Supply. When placed in the "OFF" (up) position voltage shall be removed from the listed equipment. When placed in the "ON" (down) position voltage shall be supplied to the listed equipment.

5.21.2.3 STOP TIME SWITCH. This switch shall apply stop time to the Controller via the main back panel. When in the "ON" (up) position the Controller will enter stop time operation. When placed in the "OFF" (down) position the Controller shall resort to normal operation.

5.22 Police Compartment Switches

5.22.1 The following switches shall be installed in the police compartment such that the normal operating position is in the "down" position.

5.22.1.1 EMERGENCY FLASH SWITCH. When placed in the "FLASH" (up) position, the vehicular signal heads shall display the programmed flashing red or amber indications generated by the flasher unit. Pedestrian indications, if any, shall be dark. Power shall not be removed from the controller. Stop time shall be applied. When placed in the "NORMAL" (down) position, the controller shall initiate the start-up sequence and enter the normal controller operating parameters.

5.22.1.2 SIGNAL POWER ON / OFF SWITCH. This switch shall control all AC voltage to the vehicular and pedestrian signal head displays. When placed in the "ON" (down) position AC power is supplied to the field indications and shall initiate the controller start-up sequence followed by the normal controller operating parameters. When placed in the "OFF" (up) position AC power is removed from the field indications regardless of the position of other required switches.

5.22.1.3 AUTO / MANUAL SWITCH. When placed in the "MANUAL" (up) position, the manual control and manual push button shall be enabled. When placed in the "AUTO" (down) position the controller shall resort to normal operating parameters.

5.22.2 A Manual Push Button Jack shall be wired to logic ground and interval advance.

5.22.3 The removable Manual Push Button Hand Cord shall be a minimum of fifteen (15) feet in length in the extended position.

5.23 Switches - General

5.23.1 All door mounted toggle type switches shall be heavy duty and rated 15 amps minimum. Single, double or triple pole switches shall be provided as required.

5.23.2 Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.

5.23.3 All switches shall be permanently marked as to function and status or as indicated within parentheses.

5.24 Railroad Preempt Interface Panel

5.24.1 A panel shall be provided for railroad preemption interface terminals. The panel shall be located on the inside left wall of the cabinet. The panel shall include, at a minimum, one (1) 120 volt relay for isolation and one (1) test switch per railroad detector input with a minimum of six inputs.

5.25 Auxiliary Devices

5.25.1 MALFUNCTION MANAGEMENT UNITS (MMU)

5.25.1.1 Each cabinet assembly shall be wired for one (1) Type 16 MMU as defined by the requirements of Section 4 of the NEMA TS2-1992 Standard.

5.25.1.2 Malfunction Management Units shall be a Type 16 Model MMU-516 (or approved equivalent).

5.25.2 BUS INTERFACE UNITS (BIU)

5.25.2.1 Each cabinet shall be wired for six (6) BIU's and shall conform to Section 8 of the NEMA TS2-1992 Specifications.

5.25.3 CABINET POWER SUPPLY

5.25.3.1 The cabinet power supply shall meet the requirements of Section 5.3.5 of the NEMA TS2-1992 Standard.

5.25.3.2 The cabinet power supply shall be placed on the middle cabinet shelf when the cabinet is prepared for installation.

5.25.4 LOAD SWITCHES

5.25.4.1 Load switches shall comply with section 6.2 of NEMA TS2-1992 Standard.

5.25.4.2 All load switches shall use Crydom Block type TC2623-4079 or equal. Load switch assemblies containing circuit boards will not be accepted.

5.25.5 VEHICLE DTECTORS

5.25.5.1 Vehicle inductive loop detectors shall comply with section 6.5 of NEMA TS2-1992 Standard for Type B, 4 channel rack mount detector unit.

5.26 Testing

5.26.1 The cabinet shall be assembled and tested with all components by the manufacturer to ensure proper component integration and operation. A signed document detailing the cabinet integration test performed needs to be provided.

5.26.2 Each assembly shall be delivered with a signed document detailing the cabinet tests performed.

5.26.3 The supplier or its representative shall be available within 48 hours to assist in locating and correcting any operational problems with cabinets during test operations.

5.27 Optional Items

5.27.1 Pole Mounted cabinets shall have the following minimum dimensions: 50" H x 34" W x 18" D

5.27.2 Pole Mounted cabinets shall be designed for pole mounting installations by means of pole mounting hardware. Hardware shall be provided.

5.28 Cabinet Configuration

5.28.1 Each TS2 Type 1 cabinet shall be provided with the following components:

ITEM	DESCRIPTION	QTY
1	Base Mount Cabinet, sixteen (16) position back panel and two (2) card racks.	1
2	Type 16 Malfunction Management Unit (MMU)	1
3	Bus Interface Unit (BIU)	4
4	Cabinet Power Supply	1
5	NEMA Load Switch with 3-LEDs on input side	16
6	NEMA 2-Circuit flasher	1
7	Flash Relays, MAGNECRAFT (MODEL NO. W21ACPX-2)	6
8	Four Circuit Pedestrian Call Isolation Card (PART #10097-2000, no substitutions)	1
9	NEMA TS2 Four (4) channel card rack detector amplifier	8

5.28.2 Each optional pole mounted TS2 Type 1 cabinet shall be provided with the following components:

ITEM	DESCRIPTION	QTY
1	Pole mount, twelve (12) position back panel and one (1) card rack.	1
2	Type 16 Malfunction Management Unit (MMU)	1
3	Bus Interface Unit (BIU)	3
4	Cabinet Power Supply	1
5	NEMA Load Switch with 3-LEDs on input side	12
6	NEMA 2-Circuit flasher	1
7	Flash Relays, MAGNECRAFT (MODEL NO. W21ACPX-2)	6
8	Four Circuit Pedestrian Call Isolation Card (PART #10097-2000, no substitutions)	1
9	NEMA TS2 Four (4) channel card rack detector amplifier	4

6. WARRANTY

Supplies shall be covered by manufacturer's standard warranty. Bidder is required to submit manufacturer's warranty summary upon request.

7. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

8. SUPPLIES NOT HEREIN LISTED

Due to many unforeseen needs the City may require over the contract period, all bidders are required to provide a percentage discount from manufacturer's list price for supplies not herein listed in the space provided on the bid sheet. Manufacture's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Bidder is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a 0 in the space provided.

9. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

10. MINIMUM ORDER CHARGE

Minimum order charges are strongly discouraged. However, the city of Grand Prairie understands that the cost of processing small orders may cause a disadvantage to some bidders. Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall state minimum order charge, if applicable, in the space provided on the bid sheet.

11. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

12. BID SUBMITTAL

Bid shall be submitted on the attached Bid Sheet. Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.

13. REFERENCES

List three (3) references, other than **City of Grand Prairie,** who can verify your performance as a vendor, (this should not include buyers or the purchasing office). Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score.***

14. LOCAL PREFERENCE

Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **five percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. ***Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.***

15. INTER-LOCAL AGREEMENTS

Bidder shall state in the space provided on the bid sheet whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

16. BID EVALUATION

Award will be based on an overall low bid meeting specifications. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

17. ORDERS AND INVOICING

Orders will be placed by the Traffic and Transportation Departments on an as needed basis. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to ordering department. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

18. DELIVERY

Supplies shall be bid as FOB Destination and price bid must include delivery to the City of Grand Prairie Traffic Operations, 1821 S. SH161 Grand Prairie, Texas 75050.

19. SPECIAL DELIVERY

In the event that a rush delivery is required by the ordering department, the additional cost between the standard delivery method and the Special Delivery method may be billed to the ordering department. Vendor must provide proof of additional cost with the invoice. (i.e. Invoice or statement showing the actual cost of the special delivery along with a statement of what the cost would have been for standard delivery.)

20. PAYMENT

The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

21. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

22. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

Supplier: **Naztec, Inc.**

SPECIAL CONDITIONS OF BID

Please answer all applicable questions

Vendor Stock # **As Shown on Bid**

Manufacturer **Naztec, Inc.**

Model # **As Shown on Bid**

Delivery Time in Days **60/120**

% Discount for items not listed **0** %
(use separate sheet for multiple)

What are your terms? **0** % days or Net 30

Will your company provide usage reports? **Yes**
Provide sample with bid, if available.

Is there a minimum order requirement and charge? **No** If yes, provide a detail of the minimum order requirement and charge if not met.

Does your company offer on-line ordering as summarized in specification? **No**

Will your company allow Inter-Local Agreements? **Yes**

Will your company agree to be a Secondary Vendor if necessary? **Yes**

Are literature and specification sheets attached for bid other than specked for evaluation as approved equal? **As specified**

Is warranty summary attached? **No. Can be supplied if required**

Is your business located in Grand Prairie, TX? **No**

Please note any other pertinent information about your bid:
Controller Delivery 60 Days ARO and Cabinet Delivery 120 days ARO.

Supplier: **Naztec, Inc.**

Traffic Signal Controllers & Cabinets 11042

BIDDER REFERENCES

List three (3) references, other than **city of Grand Prairie,** who can verify your performance as a vendor, (this should not include buyers) Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score.***

1. Company Name: **City of Frisco**

Address: **6101 Frisco Square Blvd.**

Contact Person: **Mr. Tracy Nichols**

Phone/Fax: **972-292-5452 / 972-292-5016**

Email: **tnichols@friscotexas.gov**

Description of work:
Supply Traffic Signal Equipment Parts

2. Company Name: **City of Temple**

Address: **3210 E. Ave. H Bldg. A**

Contact Person: **Mr. George Elliott**

Phone/Fax: **254-298-5125 / 254-298-5651**

Email: **gaelliott@ci.temple.tx.us**

Description of work:
Supply Traffic Signal Equipment Parts

3. Company Name: **City of Lewisville**

Address: **1100 N. Kealy St., Suite D**

Contact Person: **Mr. Mark Kious**

Phone/Fax: **972-219-3534 / 972-219-5072**

Email: **mkious@cityoflewisville.com**

Description of work:
Supply of Traffic Signal Equipment Parts

Supplier: **Naztec, Inc.**

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.

OFFICE USE ONLY

Date Received

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.

1 **Name of person who has a business relationship with local governmental entity.**

None

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.**

None

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

Company Represented **Chris McPherson**

Supplier: **Naztec, Inc.**

GRand PRaiRie
TEXAS

MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?
   ○ Yes ◉ No
   If yes, please state Certification Number:

2. Is company certified by NCTRCA as a Minority Business?
   ○ Yes ◉ No

3. Is company certified by any other agency as a Minority Business?
   ○ Yes ◉ No
   If yes, what agency/agencies?

4. Is company a self designated Minority Business?
   ○ Yes ◉ No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☐ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☐ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

☐ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

☐ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

☐ Women - which includes all, American women of any ethnicity.

Company Responding: **Naztec, Inc.**

THANK YOU!

PURCHASING DIVISION P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 972/237-8269 FAX 972/237-8265

Supplier: **Naztec, Inc.**

APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION

Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **five percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality.

This "APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION" does not mean that the City of Grand Prairie is limiting responses to their request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Bidders who wish to qualify under the LOCAL PREFERENCE LAW must have their principal place of business located within the Grand Prairie city Limits.

If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, and complete the information on the following page.

The full text of the Local Government Code related to Purchasing and Contracting Authority of Municipalities, Counties, and certain other Governments is available at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm#271.9051. Detailed information related to local bidders is found in Section § 271.9051 "CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES".

Questions should be addressed to the Purchasing Division at 972-237-8269.

LOCAL PREFERENCE CONSIDERATION APPLICATION

For vendors whose business is located within Grand Prairie city limits

The City Council requires the following information for consideration of location of a bidder's principal place of business in award of bid:

1. Location Eligibility:
   Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?
   a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).
      i. Business Name:
      ii. Address:
      iii. Business Structure:
   b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.
      i. Name/Title:
      ii. City of Residence:

   If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:
   a. Year business established (Grand Prairie location).
   b. Most recent year property valuation; real and personal property. $
   c. Annual taxable sales originating/payable to Grand Prairie facility? $
   d. Is business current on all property and sales taxes at the time of this bid?
   e. Total number of current employees assigned to Grand Prairie facility?
   b. Total number of above employees who are residents of Grand Prairie?

3. Economic Development benefits that would result from award of this contract:
   a. Number of jobs that will be created or retained at GP facility if awarded bid?
   b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? $
   c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? $
   d. Will local subcontractor(s) utilized if awarded this bid? If yes, attach a list of Company and value for each.
   e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested:

Certification of information:
The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Company Name Date

Signature Print Name

☐ **Tax certificate for the most current year marked PAID is attached**

General Conditions of Bidding

1. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid submitted.

2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The city also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

3. **QUANTITY:** Bids must be submitted on units of quantity specified.

4. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.

5. **SPLIT AWARD**: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

6. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.

7. **F.O.B./DAMAGE:** Quotations shall be F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City of Grand Prairie 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 of damage.

8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Grand Prairie, Accounting Department, P.O. Box 534045, Grand Prairie, Texas, 75053-4045.

9. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.

10. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

11. **SPECIFICATION-VARIANCES:** Any catalog, brand name, or manufacturer's reference in the Request for Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify that the article offered is equivalent to specifications.

12. **SPECIFICATION SAMPLES** The city of Grand Prairie reserves the right to request samples, at vendors' expense, after the bid opening. Samples may be returned if the vendor arranges for postage or pick-up. DO NOT PROVIDE SAMPLES UNLESS REQUESTED.

13. **QUESTIONS** may be directed to Bidsync.com. Answers will be posted on Bidsync.com.

14. **DELIVERY PROMISE-PENALTIES:** Quotations MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bid List.

    When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right 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 Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

15. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

17. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

18. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.

19. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an Oct. 1 to Sept. 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

20. **ASSIGNMENT:** Successful bidder shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.

21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Grand Prairie. The City of Grand Prairie has executed Interlocal Agreements, as permitted under Chapter 791 et seq, of the Texas Government Code, with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful offerer may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

22. **AUDIT:** The City of Grand Prairie reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.

23. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following 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 Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.

24. **NO BID:** If bidder does not wish to submit a bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at same location as stated for bidding. If a response is not received in the form of a "BID" or "NO BID" for three (3)

consecutive IFB's, a bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified. The City of Grand Prairie is very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

25. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

26. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered. Bids shall be received via Bid Sync or delivered to 318 W. Main Street, Grand Prairie, TX 75050, or mailed to P.O. Box 534045, Grand Prairie, TX 75053-4045.

27. **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 of Grand Prairie.

28. **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 Grand Prairie Purchasing Manager. Addenda will be issued via Bid Sync.

29. **MINIMUM STANDARDS FOR 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;
    E. be otherwise qualified and eligible to receive an award of a contract. The City of Grand Prairie may request representation and other information sufficient to determine bidder's ability to meet those minimum standards listed above.

30. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

31. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Grand Prairie 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 or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, 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 costs which may be obtained against the City of Grand Prairie and participating entities growing out of such injury or damages.

32. **TERMINATION** The City reserves the right to terminate without advance notice for non or poor performance by vendor. Price agreements may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.

33. **LIQUIDATED DAMAGES:** If the CONTRACTOR fails to complete the contract in the

number of calendar days bid or the calendar date specified in the proposal, a time charge may be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, an amount per day may be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages and added expense for the city of Grand Prairie.

34. **TESTING:** Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

35. **REMEDIES:** The successful bidder and City of Grand Prairie agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

36. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.

37. **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.

38. **NO PROHIBITED INTEREST:** If the bid exceeds $5,000, bidder acknowledges and represents they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states in part that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."

39. **LOCAL GOVERNMENT CODE** Chapter 271.905 provides that in certain circumstances the city may purchase from "...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities..."

40. **PRICE REDETERMINATION:** A price redetermination may be considered by the city of Grand Prairie only at the anniversary date of the contract and must be substantiated in writing. Requests for price redetermination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The city of Grand Prairie reserves the right to reject any/all price redetermination requests as it deems to be in the best interest of the City.

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

	TYPE	AMOUNT
1.	Workers' Compensation	Statutory
2.	Employer's Liability	$1,000,000
3.	Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	$1,000,000 (Combined Single Limit)
4.	Comprehensive Automobile Liability	$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its 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 negligent act or fault of the contractor, or of any agent, 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 of Grand Prairie and participating entities growing out of such injury or damages.

Question and Answers for Bid #11042 - Traffic Signal Controllers & Cabinets

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

AGENDA ITEM #22.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Janic King Insurance 3320 FM 359 Richmond, TX 77406	CONTACT NAME: PHONE (A/C, No, Ext): 281-341-5225 FAX (A/C, No): 281-341-1171 E-MAIL ADDRESS: jking@farmersagent.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : TRUCK INS EXCHANGE
INSURED NAZTEC, INC PO BOX 765 SUGAR LAND, TX 77487	INSURER B : FARMERS INS EXCHANGE INSURER C : MID- CENTURY INS COMPANY INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC	☑	☑	60161 12 61	09/10/2010	09/10/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	☑	☑	60161 12 60	09/10/2010	09/10/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	☑	☑	07592 98 40	09/10/2010	09/10/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	☑	A0707 50 94	09/10/2010	09/10/2011	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		☐	☐					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Traffic Signal Parts/Bid #11029. The City of Grand Prairie is named as an Additional Insured on all of the above policies except WC. There is a Waiver of Subrogation in favor of the City of Grand Prairie for all policies.

CERTIFICATE HOLDER	CANCELLATION
City of Grand Prairie Attn: Purchasing Division PO Box 534045 Grand Prairie, Texas 75053-4045	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 Janic C. King

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AGENDA ITEM #23.

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**
Jim Gandy, President of the Economic Development Corporation

Date: **October 28, 2011**

Subject: **Consider and Act Upon a Resolution Calling a Public Hearing with Regard to Nominating Moneygram Payment Systems, Inc. to the Texas Economic Development Bank for Consideration and Designation as a Texas Enterprise Project**

Action Requested: City Council approval of a resolution calling a public hearing with regard to nominating Moneygram Payment Systems, Inc. (Moneygram) to the Texas Economic Development Bank for consideration and designation as a Texas Enterprise Project.

Background Information: The Frisco Economic Development Corporation has submitted a proposal to Moneygram Payment Systems, Inc. which provides incentives to the company for locating a business in Frisco. Moneygram has proposed to lease up to 40,000 sq ft of office space, maintaining up to 250 jobs and proposes to add taxable real and business personal property in an estimated amount of $2,910,000 to the property. Moneygram has requested that the City nominate the company to the Texas Economic Development Bank for consideration and designation as a Texas Enterprise Project. Participation in this program gives the company additional incentives from the state.

The public notice will be published in the paper on February 10, 2012 calling for the public hearing on February 21, 2012.

Board/ Citizen Input: None.

Alternatives: City Council could choose not to move forward at this time.

Legal Review: Randy Hullett of Abernathy, Roeder, Boyd and Joplin is reviewing the agreement.

Supporting Documents: Resolution, copy of the notice to be published.

Staff Recommendation: Approve resolution setting date for public hearing.

CITY OF FRISCO
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING REGARDING PARTICIPATION IN THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM
TEXAS ENTERPRISE PROGRAM

The City of Frisco City Council will conduct a public hearing on Tuesday, February 21, 2012 at 6:30 p.m. at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco Texas 75034, to consider comments concerning the adoption of an ordinance to participate in the Texas Enterprise Zone Program, and to consider and nominate Moneygram Payment Systems, Inc. to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Project. Possible tax incentives to be offered to projects within the City of Frisco will be discussed at the hearing. All interested parties are encouraged to attend and present their views. For additional information, please contact Jim Gandy, President of the Frisco Economic Development Corporation at 972.292.5151 or George Purefoy, City Manager of the City of Frisco at 972.292.5000.

CITY OF FRISCO, TEXAS **RESOLUTION NO._____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, CALLING A PUBLIC HEARING ON FEBRUARY 21, 2012 FOR DISCUSSION AND CONSIDERATION CONCERNING PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM

WHEREAS, the City Council desires to attract new business to the City to create the proper balance of an economic and social environment to induce the investment of private resources in productive business enterprises which expands the commercial tax base and provides employment to residents of the area; and

WHEREAS, the City and the Frisco Economic Development Corporation use many different incentives to bring new business to the area, which may include participation in the Texas Enterprise Zone Program; and

WHEREAS, the City Council desires to call this public hearing during the February 21, 2012 regularly called council meeting at the George A. Purefoy Municipal Center.

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

Section 1. That all matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

Section 2. The City Council of the City of Frisco, Texas, hereby calls a public hearing for February 21, 2012 for consideration concerning participation in the Texas Enterprise Zone Program.

Section 3. That this resolution is effective on the date of passage by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 7th day of February, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

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AGENDA ITEM #24.

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, Zoning & Subdivision Administrator *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: January 25, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

---

In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their January 24, 2012 meeting.

All members were in attendance.

DEVELOPMENT SERVICES

CITY OF FRISCO

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WWW.FRISCOTEXAS.GOV

January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Conveyance Plat: Bi-Centennial Addition, Block 1, Lots 1 & 2 (CP11-0012)
Owner(s): City of Frisco

Description:
Two lots on 11.6± acres on the north side of McKinney Road, 300± feet west of Sunset Drive. Zoned Multifamily-19. Neighborhood 11. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Site Plan: The Crossing Phase 1, Block H, Lot 15X (SPFP11-0034)
Owner(s): Frisco Crossing Joint Venture, Ltd.

Description:
An amenity center on one lot on 0.8± acre on the northeast corner of Bryce Canyon Drive and Spring Wagon Drive. Zoned Planned Development-150-Single Family-8.5. Neighborhood #17. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of landscape plan.
2. Staff approval of the façade plan.
3. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Site Plan will expire on 12/12/2013.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Site Plan: Original Donation Addition, Block 11, Lots 11 and 12 (SP11-0026)
Owner(s): Wayne and Corinne Mitchell

Description:
Two buildings for a reception hall on two lots on 0.3± acre on the northeast corner of Fourth Street and Pecan Street. Zoned Original Town Commercial. Neighborhood #20. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to staff approval of landscape plans.

The Site Plan will expire on 12/22/2013.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

FRISCO
DEVELOPMENT SERVICES

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Revised Site Plan: Kingdom Life Christian Center Addition, Block A, Lot 1 (SP11-0025)
Owner(s): Kingdom Life Christian Center

Description:
A church and a temporary modular building on one lot on 7.0± acres on the north side of Rolater Road, 780± feet west of Coit Road. Zoned Planned Development-163-Office-1. Neighborhood #18. RC

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to the removal of the temporary modular building within thirty (30) calendar days of the date a Certificate of Occupancy is issued for the permanent building.

The Revised Site Plan will expire on 12/22/2013.

RC/kj

cc:				
	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Public Hearing - Replat: Chapel Creek, Phase 2A, Block C, Lot 13R1 & 14R (RP11-0011)
Owner(s): Marco Leardini, Valerie Leardini, and Bob Bobbitt Company, Inc.

Description:
Two single-family lots on 0.9± acre on the northeast corner of Deloach Court and Brookhollow Boulevard. Zoned Planned Development-79-Single Family-3/Single Family-4/Single Family-5/Patio Home. Neighborhood #23. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Public Hearing - Replat: Stonebriar Creek Subdivision, Lot 44R (RP11-0010)
Owner(s): Charles Priest

Description:
One lot on 4.8± acres on the south side of Cliff Trail, 525± feet east of Stonebriar Way. Zoned Agricultural. Neighborhood #34. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

CITY OF FRISCO

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Final Plat: Christie Ranch, Phase 2C (FP11-0009)
Owner(s): First Texas Homes, Inc.

Description:
45 Single Family-7 lots and 13 Single Family-8.5 lots on 16.5± acres on the southeast corner of Panther Creek Parkway and Adeline Drive. Zoned Planned Development-175-Single Family-7/Single Family-8.5 Neighborhood #48. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Final Plat: Christie Ranch, Phase 2E, Block R, Lot 1 (FP11-0010)
Owner(s): First Texas Homes, Inc.

Description:
An open space lot on 9.4± acres on the northeast corner of Old Hawkins Lane and McGregor Drive. Zoned Planned Development-175-Patio Home/Single Family-8.5/Single Family-10. Neighborhood #48. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
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DEVELOPMENT SERVICES

CITY OF FRISCO

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January 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 24, 2012

Revised Conveyance Plat: Frisco MarketCenter, Block A, Lots 8, 9, & 10 (CP11-0013)
Owner(s): FNP Financial Group, LLC

Description:
Three lots on 4.7± acres on the northwest corner of Main Street and Dallas Parkway. Zoned Planned Development-215-Retail. Neighborhood #46. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #25.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/24/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0001. A proposed voluntary annexation of 97.5± acres in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas, generally located on the southeast corner of County Road 26 and Dallas Parkway. Neighborhood #53.**

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 the property owner, Prosper United Methodist Church. The property is directly adjacent to the City's corporate limits on the north, west, and east and is vacant. State Law requires two public hearings to be held.

Board Review/Citizen Input: On January 17, 2012, the City Council approved a resolution setting the public hearing dates for February 7, 2012 and February 21, 2012.

Alternatives: Not applicable.

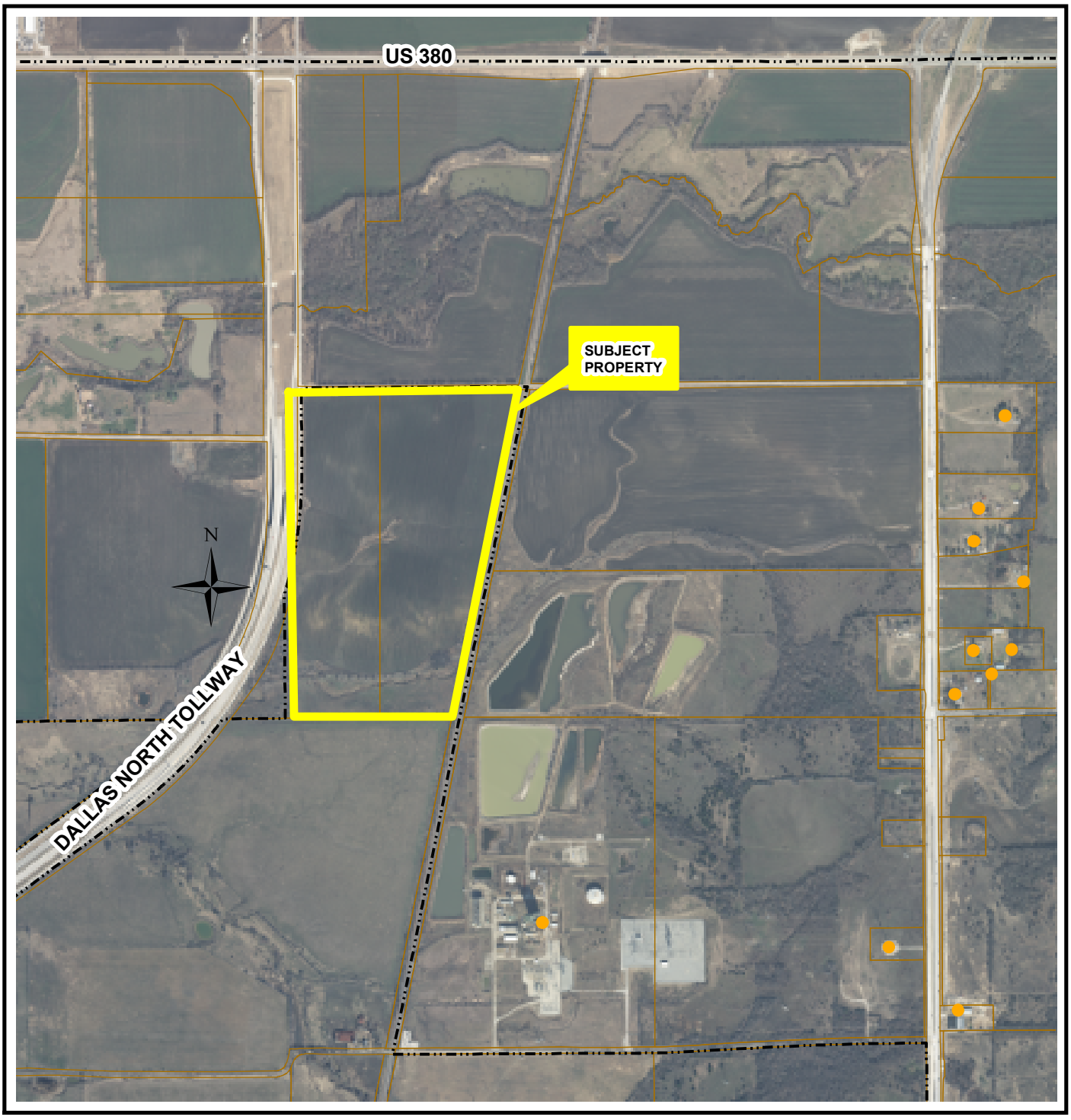
Financial Considerations: Not applicable.

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 should hold the public hearing and hear any comments on the proposed annexation.

A12-0001
Collin County School Land Survey
Voluntary Annexation



AGENDA ITEM #26.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Michael Walker, AICP, Senior Planner**

Date: **1/24/2012**

Agenda Caption: **Public Hearing: Z11-0022. A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned: Agricultural. Neighborhood #11.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to rezone the property from Agricultural to Single Family-7 and develop the property as a single family subdivision.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their January 10, 2012 meeting and voted 4-1 to approve the request as outlined in the Outcome Memo.

After the Planning & Zoning Commission meeting, the applicant held a meeting with the surrounding neighbors on Wednesday, January 25, 2012. At the meeting, residents raised the following concerns:

- Traffic on Preston Trace – Residents requested that a traffic signal be installed at the intersection of Preston Trace and Preston Road. During the Planning & Zoning Commission meeting, the City's Traffic Engineer stated that this intersection appears to be a good candidate for a signal; however, staff is waiting for the reconstruction of Preston Road to be complete and operate with the six lanes before evaluating the traffic patterns in this area

and conducting a traffic signal warrant analysis. The intersection must meet certain traffic volume thresholds before a signal could be warranted, and then this location would need to be prioritized among other authorized locations for available funding. In addition to City approval and authorization of funding, a new signal will also require TxDOT approval.

- Alley widths – Residents were concerned about narrow alleys in Preston Manor. Alleys constructed with the new development will meet the City's requirements, which have increased to 18 feet since the development of Preston Manor.
- Electric capacity issues – Concerns over frequent power outages in Preston Manor. Oncor will review utility plans with the new development and determine the electric delivery capacity for the area.
- Rental property – Concerns over amount of rental property in Preston Manor.

In addition, the developer distributed a potential layout of the subdivision (Attachment A) which shows 24 Single Family-7 lots and one large lot that contains the property owner's current residence. The potential lot layout is for informational purposes only and has **not** been reviewed for compliance with the Zoning Ordinance or Subdivision Ordinance.

Alternatives: The City Council can:

- Approve the amendment and direct staff to prepare an Ordinance;
- Deny the amendment;
- Approve the amendment with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated January 11, 2012.
- Staff report
- Location Map
- Exhibits
- Attachment A
- Correspondence

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

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6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
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January 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, January 10, 2012

Public Hearing - Zoning: Creekside Village (Z11-0022)
Owner(s): Tom Vogt

Description:
A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7. Neighborhood #11. MW

Result/Action:

Approved: 4-1 (Hamilton opposed; Williamson absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval as Single Family-7. Final approval requires action by the City Council. Commissioner Hamilton wanted the applicant to meet with the adjacent homeowners to address their concerns prior to action by the Commission.

MW/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

January 10, 2012

Public Hearing - Zoning: Creekside Village (Z11-0022)
Owner(s): Tom Vogt

DESCRIPTION:

A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7. Neighborhood #11. MW

CASE OVERVIEW:

The applicant is requesting to rezone the property from Agricultural to Single Family-7. The owner has indicated his intent to sell the majority of the property to a single family developer. The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Single Family	Planned Development-44-Single Family-8.5	Residential
East	Single Family	Planned Development-44-Single Family-8.5	Residential
South	Vacant and Residential	Multifamly-19, Duplex, and Single Family-7	Residential
West	Frisco Commons Park	Multifamily-15	Parks & Open Space

2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan identifies floodplain associated with Cottonwood Creek along the southwestern portion of the property.

Future Land Use Plan – The Future Land Use Plan (FLUP) designates Residential land use for the property.

Parks, Recreation & Open Space Master Plan – The property is located adjacent to Frisco Commons Park.

Transportation Strategy

- **The Thoroughfare Plan –** The property is not adjacent to any Thoroughfares.

- **Traffic Impact Analysis –** Traffic Impact Analysis (TIA) was not required due to the small size of the property and the continuation of the existing land use pattern.

- **Access –** Access will be provided from Preston Trace Boulevard, Williford Trail, and Sunset Drive. Additional access to Kent Drive will be required to provide a second point of access. This will be addressed at the time of Preliminary Plat.

Existing Utilities

- **Water –** A six-inch water line exists along Williford Trail and an eight-inch line exists along Preston Trace Boulevard. Service will need to extend into the property at the time of development.

- **Sanitary Sewer –** An eight-inch sanitary sewer line exists along Williford Trail and Preston Trace Boulevard. A 10-inch sewer line exists along the tributary at the southwest corner of the property. Service will need to extend into the property at the time of development.

Schools

The site is within the Frisco Independent School District. The ISD has not indicated an immediate need for a school in this area.

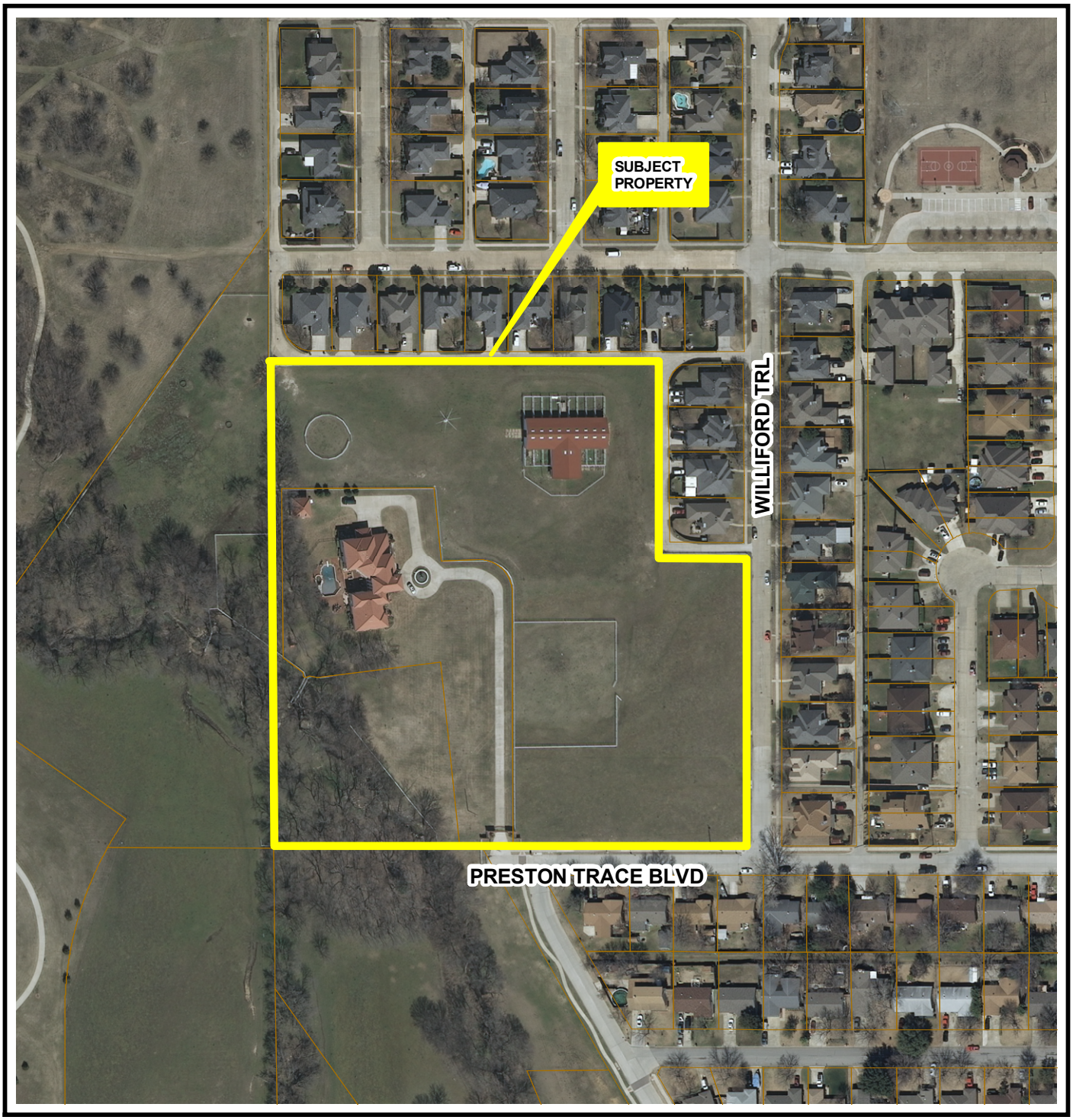
SUMMARY:

The applicant is requesting to develop the property as single family residential. Staff is in support of the zoning request which conforms to the Comprehensive Plan.

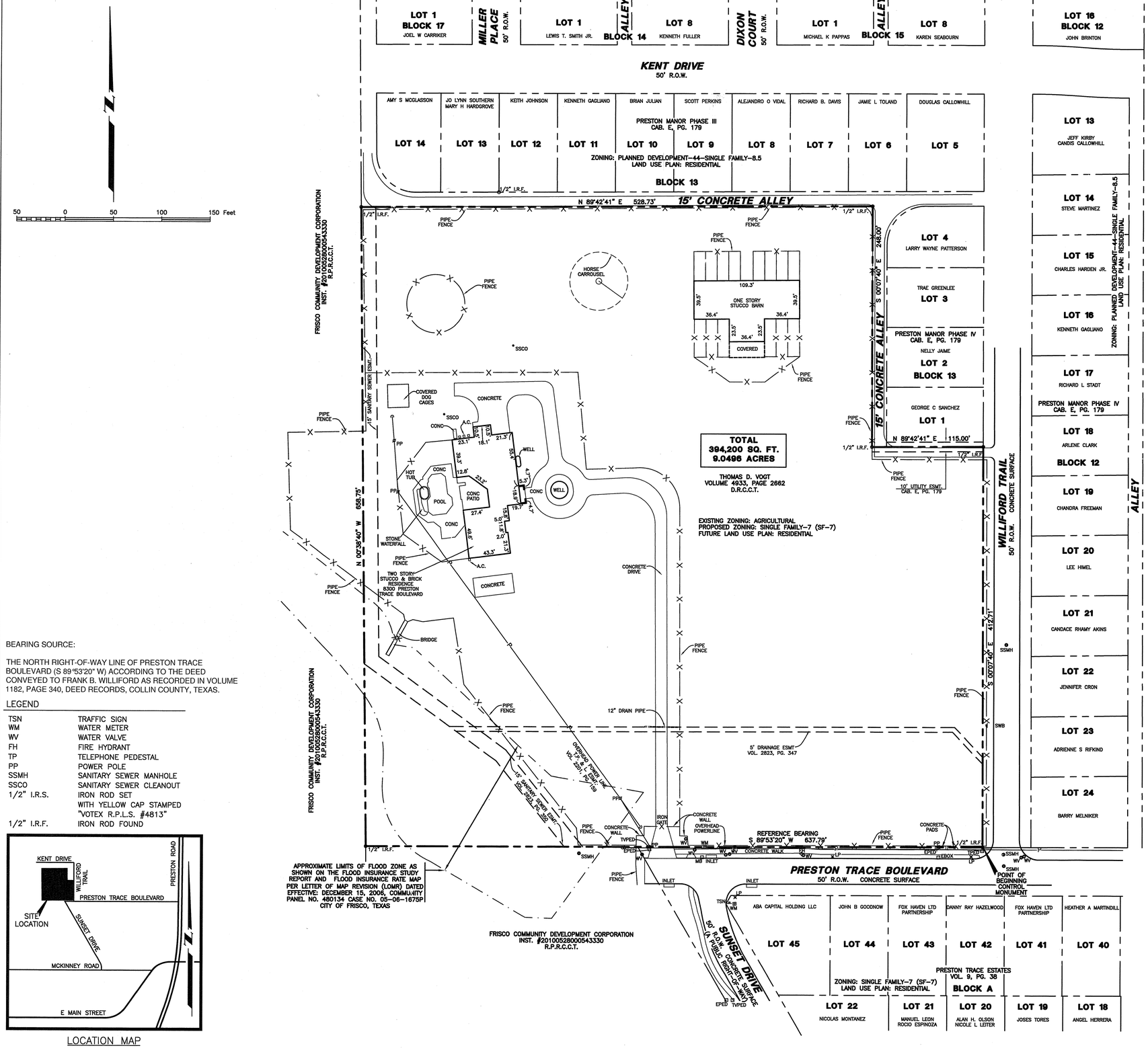
RECOMMENDATION:

Recommended for approval as Single Family-7.

Z11-0022
Creekside Village
From Agriculture
To Single Family-7



AGENDA ITEM #26-M
VOTEX SURVEYING COMPANY 4548 Tuscany Drive Plano, Texas 75093-7042 Ph. (972) 964-0858



BEARING SOURCE:

THE NORTH RIGHT-OF-WAY LINE OF PRESTON TRACE BOULEVARD (S 89°53'20" W) ACCORDING TO THE DEED CONVEYED TO FRANK B. WILLIFORD AS RECORDED IN VOLUME 1182, PAGE 340, DEED RECORDS, COLLIN COUNTY, TEXAS.

LEGEND

TSN	TRAFFIC SIGN
WM	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
TP	TELEPHONE PEDESTAL
PP	POWER POLE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
1/2" I.R.S.	IRON ROD SET WITH YELLOW CAP STAMPED "VOTEX R.P.L.S. #4813"
1/2" I.R.F.	IRON ROD FOUND

LOCATION MAP
N.T.S.

LEGAL DESCRIPTION
394,200 SQ. FT. / 9.0496 ACRES

BEING a tract of land situated in the RALPH ROGERS SURVEY, ABSTRACT NO. 763, Collin County, Texas and being all of a 9.0496 acre tract of land conveyed by deed to Thomas D. Vogt as recorded in Volume 4933, Page 2662 Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 "iron rod found for corner in the north right-of-way line of Preston Trace Boulevard (a 50' R.O.W.) and being the southwest corner of Preston Manor Phase IV, an addition to the City of Frisco, according to the plat thereof as recorded in Volume 9, Page 38, Plat Records, Collin County, Texas;

THENCE S 89 deg. 53 min. 20 sec. W, along the north right-of-way line of said Preston Trace Boulevard, a distance of 637.79 feet to a 1/2' iron rod set for corner and being the southwest corner of said 9.0496 acre tract of land;

THENCE N 00 deg. 38 min. 40 sec. W, along the west line of said 9.0496 acre tract of land, a distance of 658.75 feet to a 1/2 " iron rod set for corner and being the southwest corner of Preston Manor Phase III, an addition to the City of Frisco according to the plat thereof recorded in Volume 9, Page 38, Plat Records, Collin County, Texas;

THENCE N 89 deg. 42 min. 41 sec. E, along a south line of said Preston Manor Phase III, a distance of 528.73 feet to a 1/2' iron rod set for corner in the west line of said Preston Manor Phase IV;

THENCE S 00 deg. 07 min. 40 sec. E, along the west line of said Preston Manor Phase IV, a distance of 248.00 feet to a 1/2" iron rod set for corner;

THENCE N 89 deg. 42 min. 41 sec. E, along a south line of said Preston Manor Phase IV, a distance of 115.00 feet to a 1/2" iron rod found for corner;

THENCE S 00 deg. 07 min. 40 sec. E, along the west line of said Preston Manor Phase IV, a distance of 412.71 feet to the POINT OF BEGINNING and containing 394,000 sq. ft. or 9.0496 acres of land.

SURVEYORS CERTIFICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

I, DENNIS D. VOTE, Registered Professional Land Surveyor, hereby certify that on January 3, 2012 this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property. There are no visible discrepancies, overlapping of improvements, fences, water courses, easements, streets, roads or rights-of-way except as shown on the Survey.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property and there are no conflicts or protrusions.

Adequate ingress to and egress from the subject property is provided by Preston Trace Boulevard and Williford Trail, same being paved, dedicated public rights-of-way maintained by the City of Frisco.

EXECUTED this 3rd day of January, 2012.

Dennis D. Vote

DENNIS D. VOTE, Registered Professional Land Surveyor, #4813
VOTEX SURVEYING COMPANY, 4548 Tuscany Drive
Plano, Texas 75093-7042, (972) 964-0858 FAX: (972)964-3604
Email: dennisvote@tx.rr.com

STATE OF TEXAS REGISTERED DENNIS D. VOTE 4813 PROFESSIONAL LAND SURVEYOR

Packet Page -490-

ZONING EXHIBIT
8300 PRESTON TRACE BOULEVARD
9.0496 ACRES

OUT OF THE
RALPH ROGERS SURVEY, ABSTRACT NO. 763
CITY OF FRISCO, COLLIN COUNTY, TEXAS

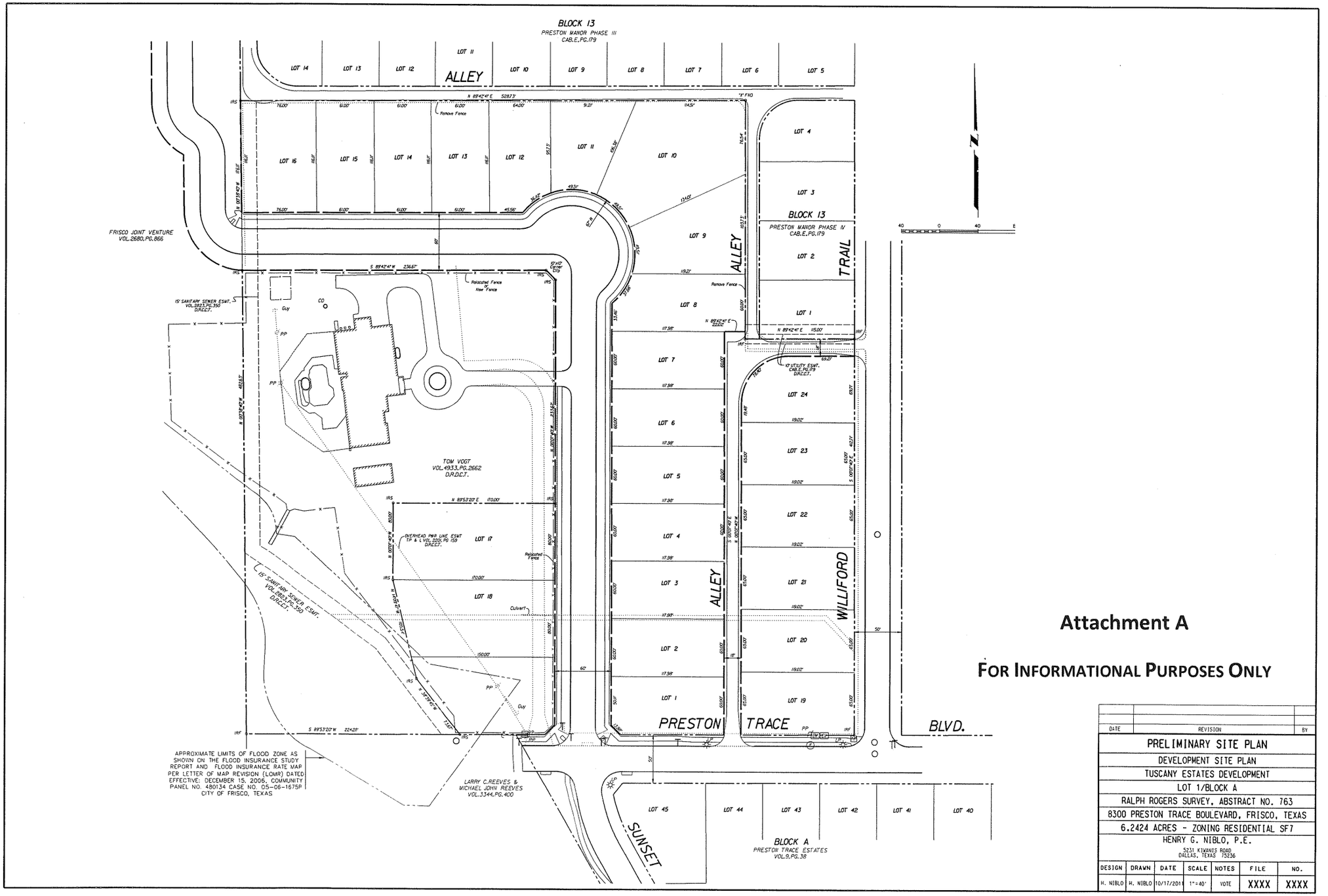
CASE NUMBER: Z11-0022

SCALE: 1"=40' DATE: DECEMBER 10, 2011
REVISED: DECEMBER 24, 2011
REVISED: JANUARY 03, 2012

OWNER / APPLICANT
TOM VOGT
8300 PRESTON TRACE BOULEVARD
FRISCO, TEXAS 75033-3001

SURVEYOR
VOTEX SURVEYING COMPANY
CONTACT: DENNIS VOTE
4548 TUSCANY DRIVE
PLANO, TEXAS 75093-7042
PH. (972) 964-0858

PROJECT NO. 20062-A-2



Attachment A

FOR INFORMATIONAL PURPOSES ONLY

DATE	REVISION	BY

PRELIMINARY SITE PLAN
DEVELOPMENT SITE PLAN
TUSCANY ESTATES DEVELOPMENT
LOT 1/BLOCK A
RALPH ROGERS SURVEY, ABSTRACT NO. 763
8300 PRESTON TRACE BOULEVARD, FRISCO, TEXAS
6.2424 ACRES - ZONING RESIDENTIAL SF7

HENRY G. NIBLO, P.E.
5231 KIWANIS ROAD
DALLAS, TEXAS 75236

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
H. NIBLO	H. NIBLO	10/17/2011	1"=40'	VDTE	XXXX	XXXX

Lessa Kam

From: Michael Walker
Sent: Tuesday, January 10, 2012 6:19 PM
To: Lessa Kam
Subject: FW: Z11-0022 Creekside Village

Importance: High

For the file.

-----Original Message-----
From: John Lettelleir
Sent: Tuesday, January 10, 2012 6:17 PM
To: Michael Walker; John Webb
Cc: jmichaelzapata@yahoo.com
Subject: FW: Z11-0022 Creekside Village
Importance: High

For file and distribution tonight.

-----Original Message-----
From: Mike Zapata [mailto:jmichaelzapata@yahoo.com]
Sent: Tuesday, January 10, 2012 4:01 PM
To: John Lettelleir
Cc: Jennifer Zapata
Subject: Z11-0022 Creekside Village

Hello John,
I am not availble to attend tonight but I would like to express my opposition to the zoning request Z11-0022 to rezone 9.1 acres from agricultural to SF-7. I feel like any new development would detract from our quiet community and provide unwanted hardships and inconveniences to the neighborhood. I feel like I and the neighbors that I have discussed this with would like to keep our neighborhood in it's original condition. New development would increase traffic in our neighborhood and detract from it's current state. I feel that denial of this zoning request would be the best course of action. Please pass this on to our P & Z commissioners.

Thank you,
Mike Zapata
8308 Cori Lane
Frisco, TX 75033
972-335-2034

RE: Case #Z11-0022

January 5, 2012

Mr. Walker,

Our neighborhood, Preston Manor, has received information that the property owner located on the corner of Williford and Preston Trace would like to have their zoning changed from Agricultural to a 7,000 sq. foot multi-housing lot. That property currently has a house and barn located on it.

The concerns that we have as a neighborhood include the following:

- Our neighborhood is quite crowded with businesses located directly on and near Preston Trace, public housing directly on Preston Trace, a Boys and Girls Club on Sunset, and at least one public park nearby where sports practices from area programs are regularly held. To add more housing increases the crowding in the area.
- Traffic wise, the neighborhood is has difficulty entering and exiting the community safely due to the fact that we have no traffic lights anywhere in or out of our subdivision to the roads of Preston Rd. or even to Main Street. To add more housing and possibly thoroughfares in this area would just increase the difficulty in navigating through the streets with the traffic issues that we already have.
- Because the alleys are narrow, or non-existent in certain sections of Preston Manor I and II (the city trash vehicles are even unable to navigate the alley ways on Williford) cars are regularly parked on the street which keeps movement very tight and sometimes dangerous. Again, to add more traffic to the streets of Williford and/or Preston Trace would create more cars on the roads.
- We are also concerned with the tax rate for our residents that the development of that property could cause. Most of us living in this neighborhood are of a limited income. The concern here is obviously a financial burden on those of us who are already struggling.

We respectfully request that these issues be carefully considered in the rezoning request made for the property listed within our neighborhood.

Signed,

1. Angelese Rivera 9941 Dixon Ct
2. Debra Taylor 9921 Dixon Ct.
3. Scott Perkins 8327 Kent dr.
4. Richard B. Davis
5. Rebecca Davis 8353 Kent Dr
6. Dennis Gilbertville 8391 Kent Dr.
7. Chandra Juarez 9740 Williford
8. [illegible] 9720 Williford TH
9. [illegible] 9780 Williford TH

Page 2

RE: Case #Z11-0022

January 5, 2012

10. Lici Henry
9921 Williford Tr
Frisco TX 75033

214 705 9656

11. Maria King
9840 Williford Tr
Frisco TX 75033

12. Nelly Jaime
9781 Williford trail
Frisco TX. 75033

13. Adrienne Rifkind
9660 Williford Trail
Frisco, TX 75033

14. BARRY W. MELNIKER
9640 WILLIFORD TRL.
FRISCO, TX. 75033

15. Tamara Melniker
9640 Williford Trail
Frisco TX 75033

16. Danny Hazlewood
8411 Preston Trace
FRISCO TX. 75035

17. Nancy L. Stephens
8411 Preston Trace
Frisco, TX 75033

18. Linda Hazlewood
8411 Preston Trace
Frisco TX 75033

19. Jeanne Kuiken
9940 Williford TX 75033

20. Jennifer Greenlee
Trae Greenlee
9801 Williford Tr
Frisc

21. Kristie Smith
9900 Miller Pl
Frisco, TX 75033

22. Joel Carriker
9901 Miller Pl
Frisco, TX 75033

AGENDA ITEM #26.

Lessa Kam

From: Michael Walker
Sent: Monday, January 09, 2012 12:36 PM
To: Lessa Kam
Cc: John Webb; Joel Fitts
Subject: FW: Petition for Case # Z11-0022
Attachments: Planning and Zoning petition.pdf

Lessa:

Please include in the case file.

Joel – Ms. Rivera plans to be at the meeting tomorrow night, so there will probably be discussion about traffic concerns that you might want to be prepared to address.

Mike

From: Anneliese Rivera [mailto:arivera@stfoafrisco.org]
Sent: Monday, January 09, 2012 12:32 PM
To: Michael Walker
Subject: Petition for Case # Z11-0022

Hi Mike,

I apologize that you are receiving this so late. Here are the concerns of our neighborhood regarding rezoning in case #Z11-0022.

Anneliese Rivera
Resident

From: Mail Delivery System [mailto:MAILER-DAEMON@imx01dal.sys.cbeyond.net]
Sent: Saturday, January 07, 2012 9:18 AM
To: Anneliese Rivera
Subject: Undeliverable: Petition for Case # Z11-0022

Delivery has failed to these recipients or distribution lists:

mwalker@friscotx.gov
An error occurred while trying to deliver this message to the recipient's e-mail address. Microsoft Exchange will not try to redeliver this message for you. Please try resending this message, or provide the following diagnostic text to your system administrator.

Diagnostic information for administrators:

Generating server: imx01dal.sys.cbeyond.net

mwalker@friscotx.gov
#< #5.0.0 smtp; 5.4.7 - Delivery expired (message too old) 'timeout' (delivery attempts: 0)> #SMTP#

Original message headers:

```
X-SBRS: None
X-HAT: Sender Group CUSTOMER_RELAY, Policy $RELAY applied.
X-Hostname: imx01dal.sys.cbeyond.net
X-IronPort-AV: E=Sophos;i="4.71,468,1320642000";
   d="pdf'?scan'208,217";a="377043095"
Received: from dev.the403bcompany.com (HELO ANNELIESE58AD) ([74.7.147.114])
  by mx.cbeyond.com with ESMTP; 06 Jan 2012 09:46:11 -0500
From: Anneliese Rivera <arivera@stfoafrisco.org>
To: <mwalker@friscotx.gov>
Subject: Petition for Case # Z11-0022
Date: Fri, 6 Jan 2012 08:46:17 -0600
Message-ID: <17DD45325ED84568ACACDAD67BF779D8@StFrancis.local>
MIME-Version: 1.0
Content-Type: text/plain
X-Mailer: Microsoft Office Outlook 11
Thread-Index: AczMgfH5PcFatToeR8eNKcPT9+HJGg==
X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2900.6157
```

Michael Walker

From: Perrin, Gerald [Gerald.Perrin@oncor.com]
Sent: Friday, January 27, 2012 6:56 AM
To: Michael Walker
Subject: RE: Preston Manor - Frisco, TX

I have checked into this area for reported outages and there have been three in 2011 and one in 2010. Of the three reported, two were caused by wildlife causing fuses to blow and this is mainly because of all the trees in the area and the third was an outage caused by a vehicle accident. There has not been any plans filed with us as to development and when there is, a load calculation will be done and if there are any load concerns appropriate actions will be taken to insure adequate availability of electricity. Let me know if you need anything further. I would send you the report I have but you would need me there to interpret for you.

From: Michael Walker [mailto:MWalker@friscotexas.gov]
Sent: Thursday, January 26, 2012 10:29 AM
To: Perrin, Gerald
Cc: John Webb
Subject: Preston Manor - Frisco, TX
Importance: High

Gerald:

Thank you for looking into this matter for me. As we discussed on the phone, I have a developer looking to rezone about 9 acres located at 8300 Preston Trace Blvd for the development of approximately 24 homes. During a public meeting last night, it was indicated by some adjacent property owners that there have been power outage issues in this area in the past and there was a concern that adding additional homes may stress the system. Specifically, the residents with the most concerns were located in the 9600-9700 block of Williford Trail. Could you let me know if there have been any higher-than-normal outages in this area? Also, verify that at the time of development, the developer will submit plans to Oncor for review. Again, I appreciate you looking into this for me.

Mike

Michael L. Walker, AICP
Senior Planner
Development Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, TX 75034
☎: 972-292-5362
🖷: 972-292-5388
mwalker@friscotexas.gov
www.friscotexas.gov

Please consider the environment before printing.

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AGENDA ITEM #27.

PROGRESS IN MOTION

Development Services Department

City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Judy Egüez, Planner**

Date: **1/24/2012**

Agenda Caption: Public Hearing: Z11-0021. A request to rezone 20.0± acres on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #06.

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant, First Texas Homes, is requesting to rezone 20.0± acres of land from Agricultural to Single Family-7 for the purpose of developing a single family subdivision. The proposed zoning request complies with the Comprehensive Plan.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the Zoning request at their January 10, 2012 meeting and voted 5-0 to approve the request as outlined in the Outcome Memo.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- Deny the request;
- Approve the request with conditions and direct staff to prepare an Ordinance; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated January 11, 2012.
- Staff report.
- Location Map.
- Exhibits.
- Letters of Support.

Recommendation: Recommended for approval as the Single Family-7 District.

January 10, 2012

Public Hearing - Zoning: Pecorari Tract (Z11-0021)
Owner(s): Antonio and Lene Pecorari

DESCRIPTION:

A request to rezone 20.0± acres on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway from Agricultural to Single Family-7. Neighborhood #06. JE

CASE OVERVIEW:

The applicant is requesting to rezone the property from Agricultural to Single Family-7. It is anticipated that the site will be developed as a residential subdivision under the SF-7 District regulations. The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Vacant	Single Family-8.5	Residential
East	Residential	Single Family-7	Residential
South	Church	Single Family-8.5	Residential
West	School and Vacant	Single Family-7 and Patio Home	Public/Semi Public

2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan does not identify any significant natural resources on the property.

Future Land Use Plan – The Future Land Use Plan designates Residential uses for the property. The Plan recommends that tracts ranging in size from 20 to 30 acres be evaluated for a variety of lot sizes. The tract is bordered by a church to the south and a proposed church to the north. A subdivision zoned SF-7 is located immediately to the east of the site. Due to the site's boundary shape and size, providing a variety of lot sizes would not yield an efficient lot layout. In consideration of the surrounding

development, staff supports the straight SF-7 zoning in lieu of requiring a PD in order to mandate a variety of lot sizes.

Parks, Recreation & Open Space Master Plan – The Hike and Bike Master plan shows a trail connection from the property to the west leading to the future Northeast Community Park located on the southwest corner of Coit Road and Panther Creek Parkway and a trail connection to Stephen's Green Park located south of Eldorado Parkway in the Stonelake Estates subdivision.

Transportation Strategy

- **The Thoroughfare Plan –** The property is adjacent to Independence Parkway, a major divided thoroughfare.

- **Traffic Impact Analysis –** A Traffic Impact Analysis (TIA) was not required as the proposed zoning complies with the future land use plan.

- **Access –** Access will be provided from Independence Parkway.

Existing Utilities

- **Water –** A 12-inch water line is stubbed out to the property from the west side of Independence Parkway. Service will need to extend into the property at the time of development.

- **Sanitary Sewer –** An eight-inch sanitary sewer line is stubbed out to the property from the west side of Independence Parkway. Service will need to extend into the property at the time of development.

Schools

The property is located within the Frisco Independent School District. Roach Middle School and Heritage High School are located on the west side of Independence. The ISD has not indicated an immediate need for additional schools in this area.

SUMMARY:

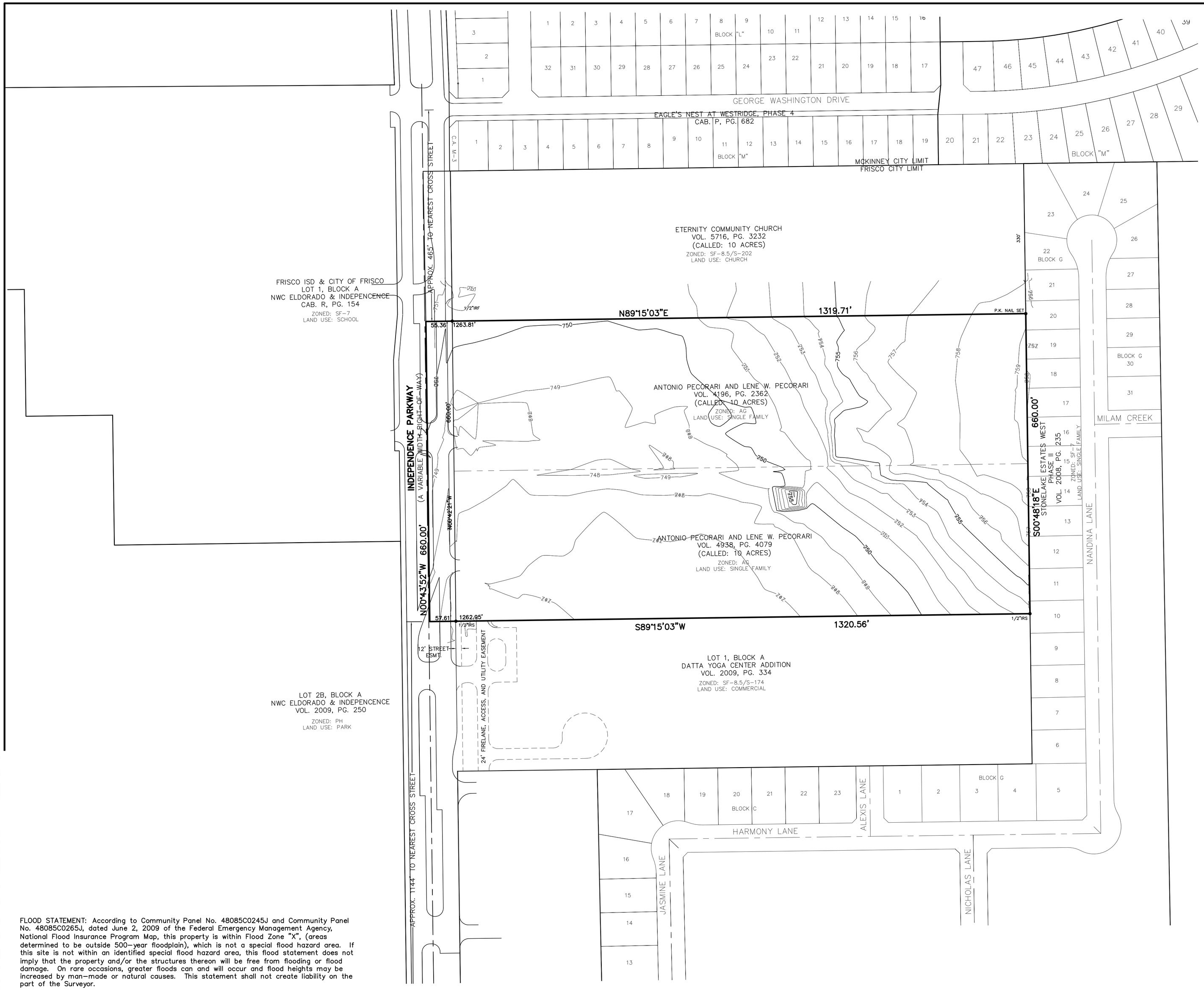
The applicant is requesting to develop the property as single family residential. Staff supports this zoning request which conforms to the Comprehensive Plan.

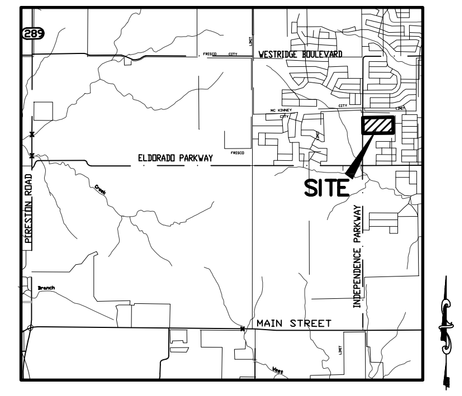
RECOMMENDATION:

Recommended for approval as Single Family-7.

Z11-0021
Pecorari Tract
From Agriculture
To Single Family-7







LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Frisco, Collin County, Texas, a part of the Andrew S. Young Survey, Abstract No. 1037, and being all of a called 10 acre tract of land described in a warranty deed with vendor's lien from George Ray Mount to Antonio Pecorari and Lene W. Pecorari as recorded in Volume 4196, Page 2362, Collin County Deed Records, and being all of a called 10 acre tract of land described in a cash warranty deed from John W. Pope, III to Antonio Pecorari and Lene Pecorari as recorded in Volume 4938, Page 4079, Collin County Deed Records, and being further described as follows:

BEGINNING at the northwest corner of said 10 acre tract of land described in Volume 4196, Page 2362, Collin County Deed Records, said point being in the centerline of Independence Parkway (a variable width right-of-way);

THENCE North 89 degrees 15 minutes 03 seconds East, 1319.71 feet to a P.K. nail set in top of a stone retaining wall at the northeast corner of said 10 acre tract of land described in Volume 4196, Page 2362, Collin County Deed Records, said point being in the west line of said Lot 20, Block G of Stonelake Estates West Phase II, an addition to the City of Frisco as recorded in Volume 2008, Page 235, Collin County Plat Records;

THENCE South 00 degrees 48 minutes 18 seconds East, 660.00 feet to a one-half inch iron rod s at the southeast corner of said 10 acre tract of land described in Volume 4938, Page 4079, said point being in the west line of Lot 10, Block G of said Stonelake Estates West Phase II;

THENCE South 89 degrees 15 minutes 03 seconds West, 1320.56 feet to the southwest corner o said 10 acre tract of land described in Volume 4938, Page 4079, said point being in the centerlin of Independence Parkway;

THENCE North 00 degrees 43 minutes 52 seconds West, 660.00 feet along the centerline of Independence parkway to the POINT OF BEGINNING and containing 871,289 square feet or 20.002 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except thos rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

SITE DATA

GROSS ACREAGE: 20.00 AC
NET ACREAGE: 19.17 AC

POTENTIAL DENSITY: 3.4 HOMES/AC

CURRENT ZONING: AG
PROPOSED ZONING: SF-7

100 50 0 100 200
1" = 100' - 0"

FLOOD STATEMENT: According to Community Panel No. 48085C0245J and Community Panel No. 48085C0265J, dated June 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

NOTE: THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT, THE ALIGNMENT IS DETERMINED ON FINAL PLAT.

EXHIBIT A: FOR Z11-0021

PECORARI TRACT

20.002 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

ANTONIO & LENE PECORARI — **OWNER**
PO Box 702953
Dallas, Texas 75370
(972) 419-4054

FIRST TEXAS HOMES — **APPLICANT**
500 Crescent Court
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw
(214) 613-3400

JBI PARTNERS, INC. — **PLANNER**
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jerry Sylo
(972) 248-7676

REVISED DECEMBER 28, 2011
DECEMBER 12, 2011

Sheet 1 of 1

AGENDA ITEM #27.
Packet Page -505-
Drawing: H:\Projects\FTH004\dwg\FTH004-Zoning Plan.dwg Saved By: kpugh Save Time: 12/28/2011 4:59 PM
Plotted by: kpugh Plot Date: 12/29/2011 8:29 AM

Judy Eguez

From: laxmit@zoho.com on behalf of Laxmi Tummala [laxmit@rmdfw.com]
Sent: Friday, January 06, 2012 3:37 PM
To: Judy Eguez
Subject: Independence Property - Zoning Change

Hi Judy

Hope you are doing well.

Datta Yoga Center, USA is aware of the current zoning changes on the property that adjoins Datta Yoga Center on the north side. As a representative of Datta Yoga Center, USA we understand the zoning and have no issues with the new SF-7 zoning.

Please feel free to contact me if you have any questions.
Have a good day

Laxmi
Datta Yoga Center
Secretary, KSHT
Laxmi Tummala, CPA
RE/MAX DFW Associates
Member of RE/MAX HALL OF FAME
Customer Service Award Recipient
100% Club
"Your Neighborhood REALTOR"
972-989-7815
www.LaxmiTummala.com

Eternity Community Church
901 N McDonald Suite 502, McKinney, TX 75069
Kenneth Diggs, Senior Pastor ~ Phone: 972/542-9556

January 4, 2012

Judy Eguez
City of Frisco, Development Services
6101 Frisco Square Blvd., 3rd Floor
Frisco, TX 75034

Dear Ms. Eguez:

Eternity Community Church is aware of the current zoning changes on the 19.127 acres that adjoins our Church property on the south side. As Pastor and representative of Eternity Community Church we understand the zoning and have no issues with the new SF-7 zoning. We look forward to having new neighbors.

Sincerely,

Kenneth Diggs
Sr. Pastor

STONELAKES HOMEOWNERS ASSOCIATION

December 29, 2011

Judy Eguez
City of Frisco, Development Services
6101 Frisco Square Blvd., 3rd floor
Frisco, Texas 75034

Dear Ms. Eguez:

The HOA Management Company (Excel Management) has notified the homeowners in Stonelakes of the current zoning changes on the 19.127 acres that adjoins Stonelakes on the west side next to the Data Yoga Center. As a representative of the Homeowners Association we understand the zoning and have no issues with the new SF-7 zoning.

Sincerely,

Keith Hardesty

Keith Hardesty
President Stonelakes HOA

Cc: Bill Durham, Vice President Stonelakes HOA
Kathy Self, Secretary Stonelakes HOA

AGENDA ITEM #28.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **February 7, 2012**

Subject: **Consider and act upon adoption of a Resolution determining a public necessity to acquire certain properties for public use by eminent domain for right of way (in fee simple) and drainage easements and temporary construction easements for the construction, access, and maintenance for the FM 3537 from SH 289 (Preston Road) to FM 2478 (Custer Road) project; giving notice of an official determination to acquire properties for said right of way (in fee simple) and easements; authorizing the City Manager to establish procedures for acquiring the right of way (in fee simple) and easements on said properties, offering to acquire the right of way (in fee simple) and easements voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.**

Action Requested: City Council's consideration and adoption of the above-referenced Resolution for the purposes set forth therein.

SB 18 (effective September 1, 2011): City Council may notice changes in the form of the Resolution which has been utilized by the City of Frisco in the past. These changes have been made in response to SB 18, enacted by the 82nd Legislature and which became effective on September 1, 2011. **Please note that SB 18 requires the City to first attempt to acquire the necessary right-of-way and easements on the**

#604837

properties from the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain proceedings.

Background Information: The Texas Department of Transportation (TxDOT) is preparing to begin construction for the widening of FM 3537 (Main Street) from Preston Road to Custer Road. The project will widen the existing two lane roadway to a six lane urban roadway with a raised median, turn lanes, and curb and gutter. Construction should begin in summer 2012 and the project is estimated to take two years to construct.

The City of Frisco needs to acquire right-of-way (in fee simple), drainage easements and temporary construction easements for the Main Street widening project. City Council approved a professional services contract with US ROW to acquire properties on behalf of the City of Frisco at the April 19, 2011 City Council meeting.

The acquisition, whether by voluntary donation, purchase based on the independent appraisal or through eminent domain proceedings, of the following properties is necessary for the FM 3537 project:

Property Owner	Property Description	Exhibit	Area
Hillcrest Othel Ltd	Drainage Esmt 11-DE1	1	0.25 acres
Hillcrest Othel Ltd	Temporary Const. Esmt. 11-TCE1	2	0.06 acres
Arthur V. Phelps, etal	Drainage Esmt 12-DE1	3	0.07 acres
McGarrah-Wright-Pliskal, Ltd	Drainage Esmt 19-DE1	4	0.30 acres
Ray A. Hallford	Parcel CT-19 (SB Coit ROW)	5	1.27 acres
Ray A. Hallford	Drainage Esmt. 23-DE1	6	0.23 acres

The City, through US ROW, will first request each landowner to donate the necessary portion of their property and make any further attempts, as reasonably determined by the City, to amicably acquire the same. If the landowner and the City cannot reach an agreement after making these attempts, the City will move forward with acquiring the necessary right of way (in fee simple) through the eminent domain process, with the first step being the making of the bona fide offer required by SB 18. The City's desired date for the completion of this project will impact the City's efforts to acquire the necessary parcels as described herein.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution, in whole or in part. Since multiple units of property are made a part of the Resolution, SB 18 allows a single ordinance, resolution or order to be adopted if: (a) the motion indicates that the first record vote applies to all units of property to be condemned; and (b) the minutes of the City reflect that the first

vote applies to all of those units. If more than one member of the City Council objects to adopting a single ordinance, resolution or order for all of the units of property, then a separate vote must be made for each unit;

- Denial of Resolution; or
- Send back to staff with direction.

Financial Considerations: Staff recommends acquisition of the properties be funded through any lawful source, including but not limited to, General Obligation Bonds.

Legal Review: The Resolution has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Location Map; and
- Copy of the Resolution, attaching the exhibits which provide the legal description and depiction of the right-of-way parcel (in fee simple) and easements on the subject properties.

Staff Recommendation: Staff recommends approval of the Resolution, in its entirety. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

FORM OF THE MOTION TO ADOPT THE RESOLUTION (as required by SB 18):

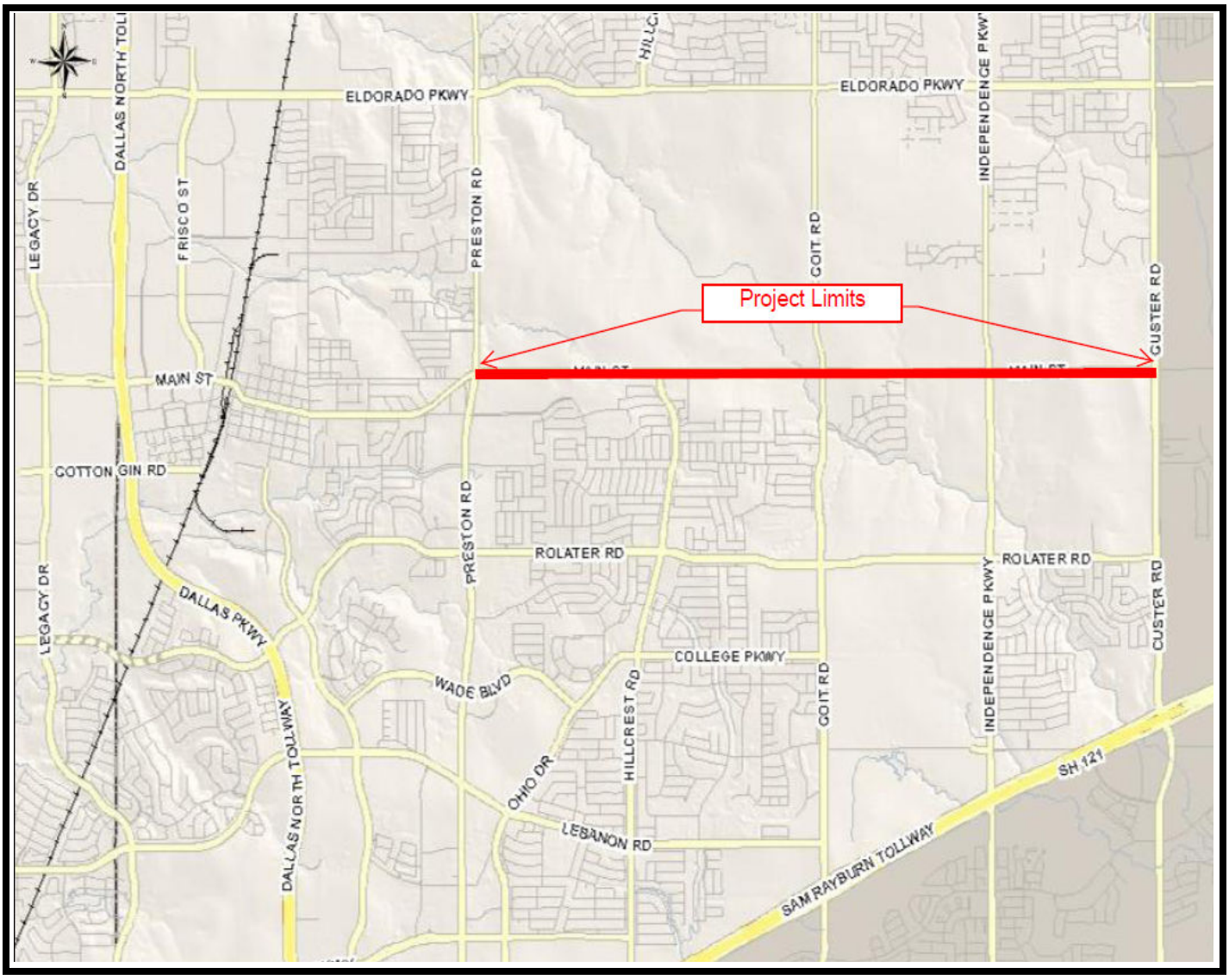
"I move that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #27 and authorize the use of the power of eminent domain to acquire for public use the right of way (in fee simple), drainage easements and temporary construction easements on all of the properties depicted on and described by metes and bounds in Exhibits "1" – "6" attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, repair, maintenance and replacement of the FM 3537 from SH 289 (Preston Road) to FM 2478 (Custer Road) Project."

#604837

FRISCO
PROGRESS IN MOTION

ROW and Easement Acquisition
FM 3537
Preston Road (SH 289) to Custer Road (FM 2478)
February 7, 2012

N



CITY OF FRISCO, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTIES FOR PUBLIC USE BY EMINENT DOMAIN FOR RIGHT OF WAY (IN FEE SIMPLE), DRAINAGE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, ACCESS, AND MAINTENANCE FOR THE FM 3537 FROM SH 289 (PRESTON ROAD) TO FM 2478 (CUSTER ROAD) PROJECT; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE PROPERTIES FOR RIGHT OF WAY (IN FEE SIMPLE) AND EASEMENTS FOR THE FM 3537 FROM SH 289 (PRESTON ROAD) TO FM 2478 (CUSTER ROAD) PROJECT; AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO ESTABLISH PROCEDURES FOR ACQUIRING THE RIGHT OF WAY (IN FEE SIMPLE) AND EASEMENTS ON THE PROPERTIES, OFFERING TO ACQUIRE THE RIGHT OF WAY (IN FEE SIMPLE) AND EASEMENTS VOLUNTARILY FROM THE LANDOWNERS THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") investigated and determined that there is a public necessity for the acquisition, by eminent domain, of right of way (in fee simple) ("ROW") and drainage easements and temporary construction easements (individually and collectively, "Easement(s)") on the properties described in *Exhibits "1" – "6"*, attached hereto and incorporated herein for all purposes ("Properties"), and it is the City of Frisco, Texas' ("Frisco") intent to acquire the necessary ROW and Easements on the Properties for the purpose of, among other things, the construction, access repair maintenance and replacement of a roadway and related improvements, including the Easements, of the FM 3537 (from SH 289 (Preston Road) to FM 2478 (Custer Road)) Road and Drainage Improvements Project and related improvements ("Project"); and

WHEREAS, the City Council has investigated and determined that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the ROW and Easements to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on some of the Properties acquired for this Project and such improvements may be required to be moved prior to the beginning of this Project; and

WHEREAS, the City Manager, or his designee, ("City Manager") is required to make a bona fide offer, as defined by and in compliance with §21.0113, Texas Property Code, (individually and collectively, "Bona Fide Offer(s)") to acquire the ROW and Easements on the Properties for public use voluntarily from the subject landowners prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with S.B. 18, enacted by the 82nd Legislature, which became effective on September 1, 2011.

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 Resolution as if fully set forth herein.

SECTION 2: Acquisition of Properties. The City Council hereby officially determines that there is a public necessity for and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the ROW and Easements on the Properties, and it is Frisco's intent to acquire the Easements for public use as more specifically described in and depicted on *Exhibits "1" – "6"*, attached hereto, specifically for the purpose of, among other things, the construction, access, repair, maintenance and replacement of the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed by Frisco from time to time in connection with acquisition of the ROW and Easements on the Properties for the construction of, access to, repair of, maintenance of, replacement of and/or improvements to the Project. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed for the acquisition of the ROW and Easements on the Properties. To this end, the City Manager shall

first make a Bona Fide Offer to acquire the ROW and Easements on the Properties from the subject landowners voluntarily. Should the landowners fail to provide the ROW and Easements voluntarily through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the ROW and Easements on the Properties by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on the independent appraisal reports, and other information, to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the ROW and Easements on the Properties for the purpose of making Bona Fide Offers. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said ROW and Easements, and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the ROW and Easements on the Properties, the City Manager is authorized to send written Bona Fide Offers to the landowners of said Properties for acquisition of said ROW and Easements at the full amount determined and established to be just compensation therefore, and to negotiate with said landowners on behalf of Frisco to acquire the ROW and Easements voluntarily from said landowners.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire each of the ROW and Easements on the Properties needed for the Project, on behalf of Frisco, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of any ROW and/or Easement on the Properties for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the ROW and/or Easements acquired in connection with this Project, should they interfere with the intended use and enjoyment of said ROW and/or Easement.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the ROW and/or Easements voluntarily from the landowners through the making of Bona Fide Offers, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd, & Joplin, P.C.

to commence eminent domain proceedings for the acquisition of the ROW and Easements on the Properties for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the ROW and Easements on the Properties for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force an effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Frisco hereby declares that it would have passed this Resolution, 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 12: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the __ day of February, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

EXHIBIT "1"
Depiction and Description of Easement on Property 11-DE1

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

May 26, 2011

Description for Parcel 11-DE1

BEING a 10,951 square foot tract of land situated in the William C. Lewis Survey, Abstract Number 523, in the City of Frisco, Collin County, Texas, of Lot 4, Block A, of Hillcrest Place (conveyance plat), an addition to the City of Frisco, recorded in Cabinet M, Page 648, in the Plat Records of Collin County, Texas, said Lot 4 being part of a 12.6906 acre tract, described in Special Warranty Deed with Vendor's Lien to Hillcrest Othel, Ltd., a Texas Joint Venture c/o Standridge Companies, dated June 27, 1997, recorded in Volume 3945, Page 3428, in the Deed Records of Collin County, Texas (D.R.C.C.T.), said 10,951 square foot tract being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod at the common northeast corner of said Lot 4 and said 12.6906 acre tract, same being the northwest corner of a 1.027 acre tract described in a Warranty Deed to Arthur V. Phelps and Lawrence W. Wood, dated March 28, 1989, recorded in Volume 3026, Page 428, D.R.C.C.T., said point also being in the southern line of F.M. 3537 (variable width), established by a Right-of-Way Easement to the State of Texas, described in Volume 276, Page 385, D.R.C.C.T.;

THENCE, South 00 degrees 31 minutes 25 seconds East, departing said southern line of F.M. 3537 and with the common east line of said Lot 4 and said 12.6906 acre tract, being the west line of said 1.027 acre tract, a distance of 54.04 feet to a P.K. nail found at the POINT OF BEGINNING, said point being in the proposed south line of F.M 3537;

1) THENCE, South 00 degrees 31 minutes 25 seconds East, departing said proposed south line and continuing with said common east line and said west line of the 1.027 acre tract, a distance of 55.67 feet;

2) THENCE, North 89 degrees 59 minutes 34 seconds West, departing said common east line and said west line of the 1.027 acre tract, a distance of 97.52 feet;

3) THENCE, North 39 degrees 35 minutes 54 seconds West, a distance of 112.38 feet to said proposed south line of F.M. 3537;

4) THENCE, North 89 degrees 48 minutes 28 seconds East, with said proposed south line of F.M. 3537, a distance of 137.15 feet;

5) THENCE, South 45 degrees 13 minutes 01 second East, continuing with said proposed south line of F.M. 3537, a distance of 22.67 feet;

6) THENCE, South 00 degrees 14 minutes 31 seconds East, continuing with said proposed south line of F.M. 3537, a distance of 15.43 feet;

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

Description for Parcel 11-DE1

7) THENCE, South 89 degrees 59 minutes 34 seconds East, continuing with said proposed south line of F.M. 3537, a distance of 15.35 feet to the POINT OF BEGINNING and containing 10,951 square feet [0.2514 acres] of land, more or less.

Note: All the "5/8-inch iron rods with TxDOT aluminum cap found" cited in the preceding legal description were set by the surveyor under previous contracts.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Collin County scale factor of 1.000152710 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

5.26.11

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504

DAL-TECH Engineering, Inc.
17400 Dallas Parkway, Suite 110
Dallas, Texas 75287
Phone 972-250-2727 Fax 972-250-4774



By: mohsen Project:\NTTA-Parcel Plot Driver: \NTTA-printer.plt PenTable:\NTTA-Parcel

P:\1106 City of Frisco Utility Easements\Survey\PARCELS\Parcel11-DE

CITY OF FRISCO
COLLIN COUNTY

EXISTING ROW. LINE

EXHIBIT "A"
PAGE 3 OF 3

N

H-112
774.20

F.M. 3537
(VARIABLE WIDTH RIGHT-OF-WAY)

APPROXIMATE LOCATION OF SURVEY LINE

1/2" FIR (C.M.)

EXISTING RIGHT-OF-WAY
(VOL. 1, PG. 15)
(VOL. 276, PG. 385)
(D.R.C.C.T.)

P.O.C.
3/8" FIR (C.M.)

EXISTING RIGHT-OF-WAY

S45° 13'01"E
22.67'

N89° 48'28"E
137.15'

S00° 31'25"E
54.04'

S00° 14'31"E
15.43'

FPK
TIP

PROPOSED ROW. LINE

FIR W/ BH&C

PROPOSED ROW. LINE

N39° 35'54"W
112.38'

P.O.B.

S89° 59'34"E
15.35'

OWNER:
ARTHUR V. PHELPS AND
LAWRENCE W. WOOD
1.027 ACRES
(VOL. 3026, PG. 428)
(D.R.C.C.T.)

S00° 31'25"E
55.67'

N89° 59'34"W
97.52'

OWNER:
LAMBERT FM 720 LTD.
(VOL. 5265, PG. 4816)
(D.R.C.C.T.)

OWNER:
HILLCREST OTHEL, LTD.
C/O STANDRIDGE COMPANIES
(VOL. 3945, PG. 3428)
(D.R.C.C.T.)

LOT 4, BLOCK A
HILLCREST PLACE
(CONVEYANCE PLAT)
CABINET M, PG 648
(P.R.C.C.T.)

11-DE1
10,951 SQ. FT.

PROPOSED DRAINAGE EASEMENT

LOT 1, BLOCK A
HILLCREST PLACE
CABINET N, PG. 308
(P.R.C.C.T.)

1/2" FIR (C.M.)

WILLIAM C. LEWIS SURVEY
ABSTRACT NUMBER 523

TAFT POWELL ROAD

Obscured

0 50 100 150 200
SCALE IN FEET
1"=100'

LEGEND

EXIST. ROW LINE	
NEW ROW LINE	
PROPERTY LINE	℄
SURVEY LINE	℄
CONTROL OF ACCESS (COA) LINE	

FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
SIR/W = ½" SET IRON ROD WITH CAP CAP STAMPED "DAL-TECH"
FPK = FOUND P.K. NAIL
C.M. = CONTROL MONUMENT
FIR W/BH&C = ½" FOUND IRON ROD W/YELLOW CAP STAMPED BH&C
○ = TxDOT ALUMINUM CAP FOUND ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED

A PLAT OF A SURVEY OF PARCEL 11-DE1 F.M. 3537 FROM: S.H. 289 (PRESTON ROAD) TO: F.M. 2478 (CUSTER ROAD) RIGHT-OF-WAY CSJ: 0135-12-027 10,951 SQ. FT. [0.2514 AC.] TRACT OF LAND IN THE WILLIAM C. LEWIS SURVEY ABSTRACT NUMBER 523 CITY OF FRISCO COLLIN COUNTY, TEXAS

BEARINGS ARE ON THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASURMENTS BASED ON TxDOT VRS NETWORK. A SCALE FACTOR OF 1.000152710 WAS USED.

PARCELS WERE CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR

5.20.21

Patrick J. Baldasaro, R.P.L.S. No. 5504 DATE

ROW CSJ: 0135-12-027

EXHIBIT "2"
Depiction and Description of Easement on Property 11-TCE1

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

May 26, 2011

Description for Parcel 11-TCE1

BEING a 2,757 square foot tract of land situated in the William C. Lewis Survey, Abstract Number 523, in the City of Frisco, Collin County, Texas, of Lot 4, Block A, of Hillcrest Place (conveyance plat), an addition to the City of Frisco, recorded in Cabinet M, Page 648, in the Plat Records of Collin County, Texas (P.R.C.C.T.), said Lot 4 being part of a 12.6906 acre tract, described in Special Warranty Deed with Vendor's Lien to Hillcrest Othel, Ltd., a Texas joint venture, c/o Standridge Companies, dated June 27, 1997, recorded in Volume 3945, Page 3428, in the Deed Records of Collin County, Texas (D.R.C.C.T.), said 2,757 square foot tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said Lot 4, being the northeast corner of Lot 1, Block A, of Hillcrest Place, an addition to the City of Frisco, recorded in Cabinet N, Page 308, P.R.C.C.T., also being in the southern line of F.M. 3537 (variable width), as established by a Right-of-Way Easement to the State of Texas, described in Volume 276, Page 385, D.R.C.C.T.;

THENCE, South 00 degrees 14 minutes 14 seconds East, departing said southern line of F.M. 3537, and with the west line of said Lot 4 and the east line of the said Lot 1, a distance of 24.27 feet to a 1/2-inch iron rod stamped "BH&C" found in the proposed south line of F.M. 3537;

THENCE, South 89 minutes 49 degrees 23 minutes East, departing the said west line of Lot 4 and said east line of Lot 1, and with said proposed south line of F.M. 3537, a distance of 110.60 feet to the POINT OF BEGINNING;

1) THENCE, North 89 minutes 49 degrees 23 minutes East, continuing with said proposed south line of F.M. 3537, a distance of 100.24 feet to an angle point;

2) THENCE, North 89 degrees 48 minutes 28 seconds East, continuing with said proposed south line of F.M. 3537, a distance of 171.33 feet;

3) THENCE, South 39 degrees 35 minutes 54 East, departing said proposed south line of F.M. 3537, a distance of 12.94 feet;

4) THENCE, South 89 degrees 48 minutes 28 seconds West, a distance of 179.54 feet;

5) THENCE, South 89 degrees 49 minutes 23 seconds West, a distance of 100.27 feet;

6) THENCE, North 00 degrees 00 minutes 26 seconds East, a distance of 10.00 feet to the POINT OF BEGINNING and containing 2,757 square feet [0.0633 acres] of land, more or less.

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

May 26, 2011

Description for Parcel 11-TCE1

Note: All the "5/8-inch iron rods with TxDOT aluminum cap found" cited in the preceding legal description were set by the surveyor under previous contracts.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Collin County scale factor of 1.000152710 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

5.20.11

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504



DAL-TECH Engineering, Inc.
17400 Dallas Parkway, Suite 110
Dallas, Texas 75287
Phone 972-250-2727 Fax 972-250-4774

P:\1106 City of Frisco Utility Easements\Survey\PARCELS\Parcel11-TC 4 By: mohsen Project:NTTA-Parcel Plot Driver: NTTA-orinter.plt PenTable:NTTA-Par

CITY OF FRISCO
COLLIN COUNTY

EXISTING RIGHT-OF-WAY

EXHIBIT "A"
PAGE 3 OF 3

N

H-112
774.20

P.O.C.
1/2"FIR
(C.M.)

F.M. 3537
(VARIABLE WIDTH RIGHT-OF-WAY)
(VOL. 1, PG. 15)
(VOL. 276, PG. 385)
(D.R.C.C.T.)

APPROXIMATE LOCATION OF SURVEY LINE

EXISTING RIGHT-OF-WAY

S00° 14'14"E
24.27'

P.O.B.

N89° 49'23"W
100.24'

PROPOSED ROW. LINE

N89° 48'28"E 171.33'

S39° 35'54"E
12.94'

EXISTING RIGHT-OF-WAY

Cul

ELP

FIR W/
BH&C

N89° 49'23"E
110.60'

N00° 00'26"E
10.00'

S89° 49'23"W
100.27'

S89° 48'28"W 179.54'

PROPOSED ROW. LINE

TRP

PROPOSED
TEMP. CONST.
EASEMENT

11-
TCE1

2,757
SQ. FT.

OWNER:
LAMBERT FM 720 LTD.
(VOL. 5265, PG. 4816)
(D.R.C.C.T.)

OWNER:
HILLCREST OTHEL, LTD.
C/O STANDRIDGE COMPANIES
(VOL. 3945, PG. 3428)
(D.R.C.C.T.)

LOT 1, BLOCK A
HILLCREST PLACE
CABINET N, PG. 308
(P.R.C.C.T.)

LOT 4, BLOCK A
(CONVEYANCE PLAT)
HILLCREST PLACE
CABINET M, PG. 648
(P.R.C.C.T.)

TAFT POWELL ROAD

Obscured

1/2"FIR
(C.M.)

WILLIAM C. LEWIS
SURVEY
ABSTRACT NUMBER 523

0 50 100 150 200
SCALE IN FEET
1"=100'

LEGEND

EXIST. ROW LINE	
NEW ROW LINE	
PROPERTY LINE	℄
SURVEY LINE	℄
CONTROL OF ACCESS (COA) LINE	

FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
SIR/W = ½" SET IRON ROD WITH CAP CAP STAMPED "DAL-TECH"
FPK = FOUND P.K. NAIL
C.M. = CONTROL MONUMENT
FIR = ½" FOUND IRON ROD W/YELLOW CAP STAMPED BH&C W/BH&C
○ = TxDOT ALUMINUM CAP FOUND ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED

A PLAT OF A SURVEY OF PARCEL 11-TCE1 F.M. 3537 FROM: S.H. 289 (PRESTON ROAD) TO: F.M. 2478 (CUSTER ROAD) RIGHT-OF-WAY CSJ: 0135-12-027 2,757 SQ. FT. [0.0633 AC.] TRACT OF LAND IN THE WILLIAM C. LEWIS SURVEY ABSTRACT NUMBER 523 CITY OF FRISCO COLLIN COUNTY, TEXAS

BEARINGS ARE ON THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASURMENTS BASED ON TxDOT VRS NETWORK. A SCALE FACTOR OF 1.000152710 WAS USED.
PARCELS WERE CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR

5.2011

Patrick J. Baldasaro, R.P.L.S. No. 5504 DATE
ROW CSJ: 0135-12-027

EXHIBIT "3"
Depiction and Description of Easement on Property 12-DE1

EXHIBIT "A"

City: Frisco
County: Collin
Highway: FM 3537
R.O.W. CSJ: 0135-12-027
DGN. CSJ: 0135-12-025

FIELD NOTE DESCRIPTION
PERMANENT DRAINAGE EASEMENT
ARTHUR V. PHELPS, ET AL
PARCEL 12-DE1

BEING a parcel of land for permanent drainage easement containing an area of 0.0672 acre (2,926 square feet), out of a 1.0200 acre tract in the W.C. Lewis Survey, Abstract No. 523, City of Frisco, Collin County, Texas; said 1.0200 acre tract being the same land conveyed by deed to Arthur V. Phelps, ET AL, dated March 29, 1989, as recorded in Volume 3026, Page 428, of the Deed Records of Collin County, Texas; said permanent drainage easement being more particularly described as follows:

BEGINNING at a 1/2" iron rod set with yellow cap stamped "BHC" at a corner set for on the new south right of way line of FM 3537 (a new variable width right of way) and in the new north property line of said Arthur V. Phelps tract;

1) THENCE North 89° 48' 28" East, along the new south right of way line of said FM 3537 and the new north property line of said Arthur V. Phelps tract, a distance of 187.29 feet to a 1/2" iron rod set with yellow cap stamped "BHC" at the northeast corner of said Arthur V. Phelps tract, also being the northwest corner of a tract of land conveyed by deed to Thos. J. Tineral, as recorded in Collin County Clerk File No. 97-0048748, of the Deed Records of Collin County, Texas;

2) THENCE South 00° 24' 31" East, along said existing east property line of said Arthur V. Phelps tract and the west property line of said Thos. J. Tineral tract, a distance of 15.00 feet to a point for corner;

3) THENCE South 89° 48' 28" West, being parallel with and a perpendicular distance of 15.00 feet from the new south right of way line of said FM 3537 and the new north property line of said Arthur V. Phelps tract, a distance of 202.01 feet to a point for corner;

4) THENCE North 00° 09' 34" West, along the new south right of way line of said FM 3537 and the new north property line of said Arthur V. Phelps tract, a distance of 0.80 feet to a 1/2" iron rod set with yellow cap stamped "BHC";

5) THENCE North 45° 43' 22" West, along the new corner clip for the south right of way line of said FM 3537 and the new north property line of said Arthur V. Phelps tract, a distance of 20.40 feet to the POINT OF BEGINNING and containing 0.0672 acre (2,926 square feet) of land, more or less.

EXHIBIT "A"

City: Frisco
County: Collin
Highway: FM 3537
R.O.W. CSJ: 0135-12-027
DGN. CSJ: 0135-12-025

FIELD NOTE DESCRIPTION
PERMANENT DRAINAGE EASEMENT
ARTHUR V. PHELPS, ET AL
PARCEL 12-DE1

All bearings are based on the Texas State Plane Coordinate Surface System, N.A.D. 83 (1993 Adj.), North Central Zone. All coordinates shown are surface and may be converted to grid by multiplying by the TxDOT conversion factor of 0.999847313.

** THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

4/24/2009
Date

Gary C. Hendricks, R.P.L.S.
Texas Registration No. 5073

Birkhoff, Hendricks & Conway, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Ph. 214-361-7900



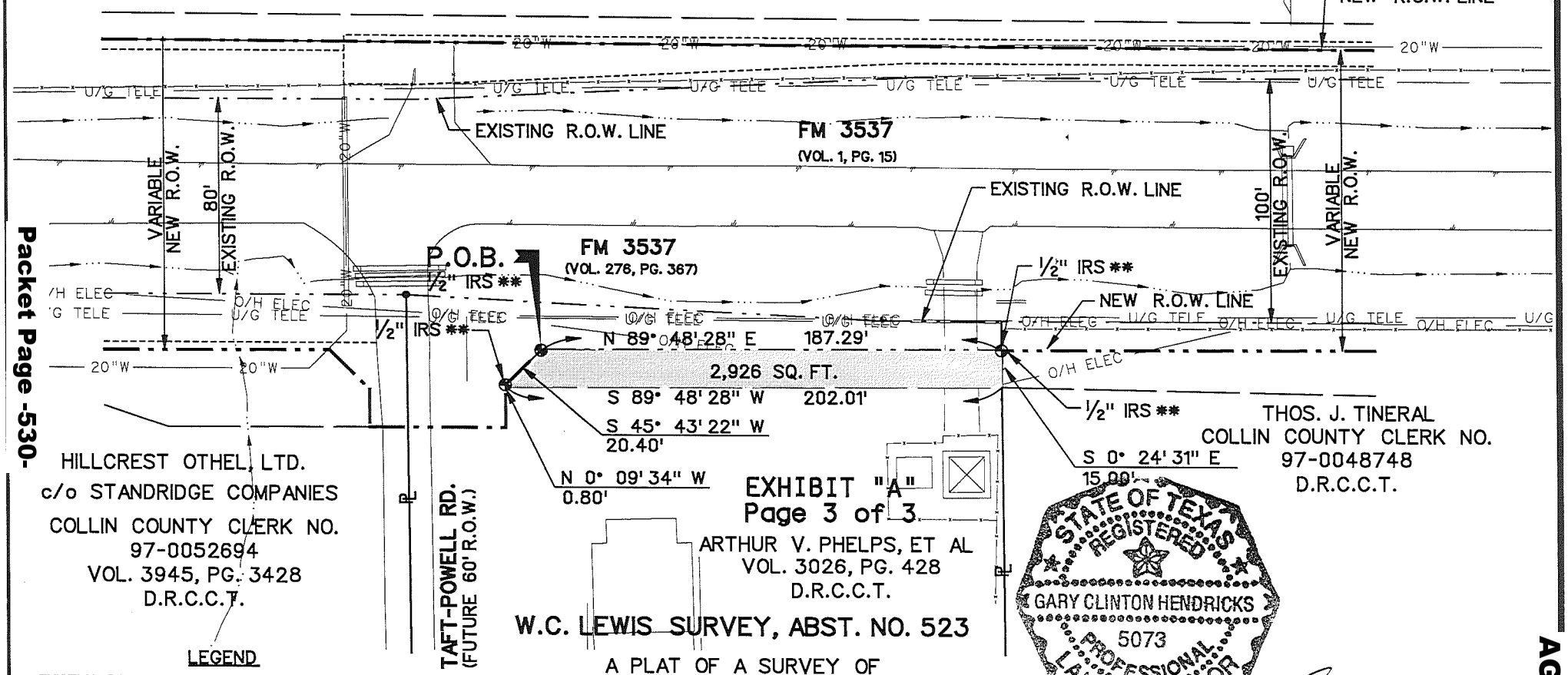
**THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

W.C. LEWIS SURVEY, ABST. NO. 523

J. BAXTER BRINKMANN
COLLIN COUNTY CLERK NO.
94-0097823
D.R.C.C.T.

ALL BEARINGS ARE BASED ON THE TEXAS PLANE COORDINATE SURFACE SYSTEM, N.A.D. 83(1993 ADJ.), NORTH CENTRAL ZONE. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE TxDOT CONVERSION FACTOR OF 0.999847313.

0 60
GRAPHIC SCALE



HILLCREST OTHEL, LTD.
c/o STANDRIDGE COMPANIES
COLLIN COUNTY CLERK NO.
97-0052694
VOL. 3945, PG. 3428
D.R.C.C.T.

THOS. J. TINERAL
COLLIN COUNTY CLERK NO.
97-0048748
D.R.C.C.T.

ARTHUR V. PHELPS, ET AL
VOL. 3026, PG. 428
D.R.C.C.T.

EXHIBIT "A"
Page 3 of 3

W.C. LEWIS SURVEY, ABST. NO. 523

A PLAT OF A SURVEY OF
PARCEL 12-DE1
FOR F.M. 3537
A 2,926 SQ. FT. (0.0672 AC.)
TRACT OF LAND IN THE
W.C. LEWIS SURVEY
ABSTRACT NUMBER 523
CITY OF FRISCO
COLLIN COUNTY, TEXAS
APRIL 2009

LEGEND

- EXISTING ROADWAY RIGHT OF WAY BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- SURVEY LINE
- LOT LINE
- ½" IRON ROD SET WITH YELLOW CAP STAMPED "B.H.C."
- EXISTING EASEMENT LINE
- EASEMENT LINE

STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL
LAND SURVEYOR

4/24/2009
Gary C. Hendricks, R.P.L.S. No. 5073 DA

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
PROFESSIONAL ENGINEERS
11910 GREENVILLE AVE., SUITE 600
DALLAS, TX 75231
(214) 361-7900

DATE SURVEYED
APRIL 9, 20

DATE DRAWN
APRIL 20, 20

DGN CSJ: 0135-12-025 12-DE1 ROW CSJ: 0135-12-0

EXHIBIT "4"
Depiction and Description of Easement on Property 19-DE1

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

May 26, 2011

Description for Parcel 19-DE1

BEING a 13,099 square foot tract of land situated in the H.L. Cook Survey, Abstract Number 234, in the City of Frisco, Collin County, Texas, being part of a 1.993 acre tract described as Tract I, and part of a 2.995 acre tract described as Tract II, in Warranty Deed to McGarrah-Wright-Pliskal, Ltd., a Texas limited partnership, dated December 31, 1998, recorded in Volume 4344, Page 4284, in the Deed Records of Collin County, Texas (D.R.C.C.T.), said 13,099 square foot tract being more particularly described as follows:

BEGINNING at a 3/8-inch iron rod found at the northwest corner of said Tract II, being in the south line of F.M. 3537 (variable width) as established by a Right-of-Way Easement to the State of Texas for roadway purposes, described in Volume 276, Page 68, D.R.C.C.T.;

1) THENCE, South 89 degrees 58 minutes 23 seconds East, along the north line of said Tract II and said south line of F.M. 3537, at a distance of 330.16 feet passing the northeast corner of said Tract II and the northwest corner of said Tract I, and continuing with the north line of said Tract I and said south line of F.M. 3537, a total distance of 561.72 feet to an angle point;

2) THENCE, North 84 degrees 18 minutes 37 seconds East, continuing with said north line of Tract I and said south line of F.M. 3537, a distance of 24.00 feet to a 1/2-inch iron rod found at the northeast corner of said Tract I;

3) THENCE, South 07 degrees 05 minutes 23 seconds East, departing said south line of F.M. 3537 and with the east line of said Tract I, a distance of 27.60 feet;

4) THENCE, North 89 degrees 58 minutes 23 seconds West, departing said east line of Tract I, a distance of 261.62 feet to the west line of said Tract I and the east line of said Tract II;

5) THENCE, North 06 degrees 19 minutes 29 seconds East, with said west line of Tract I and said east line of Tract II, a distance of 5.03 feet;

6) THENCE, North 89 degrees 58 minutes 23 seconds West, departing said west line of Tract I and said east line of Tract II, a distance of 330.16 feet to the west line of said Tract II;

7) THENCE, North 06 degrees 19 minutes 28 seconds East, with said west line of Tract II, a distance of 20.12 feet to the POINT OF BEGINNING and containing 13,099 square feet [0.3007 acres] of land, more or less.

EXHIBIT "A"

County: Collin
Highway: F.M. 3537 from S.H. 289 to F.M. 2478

Description for Parcel 19-DE1

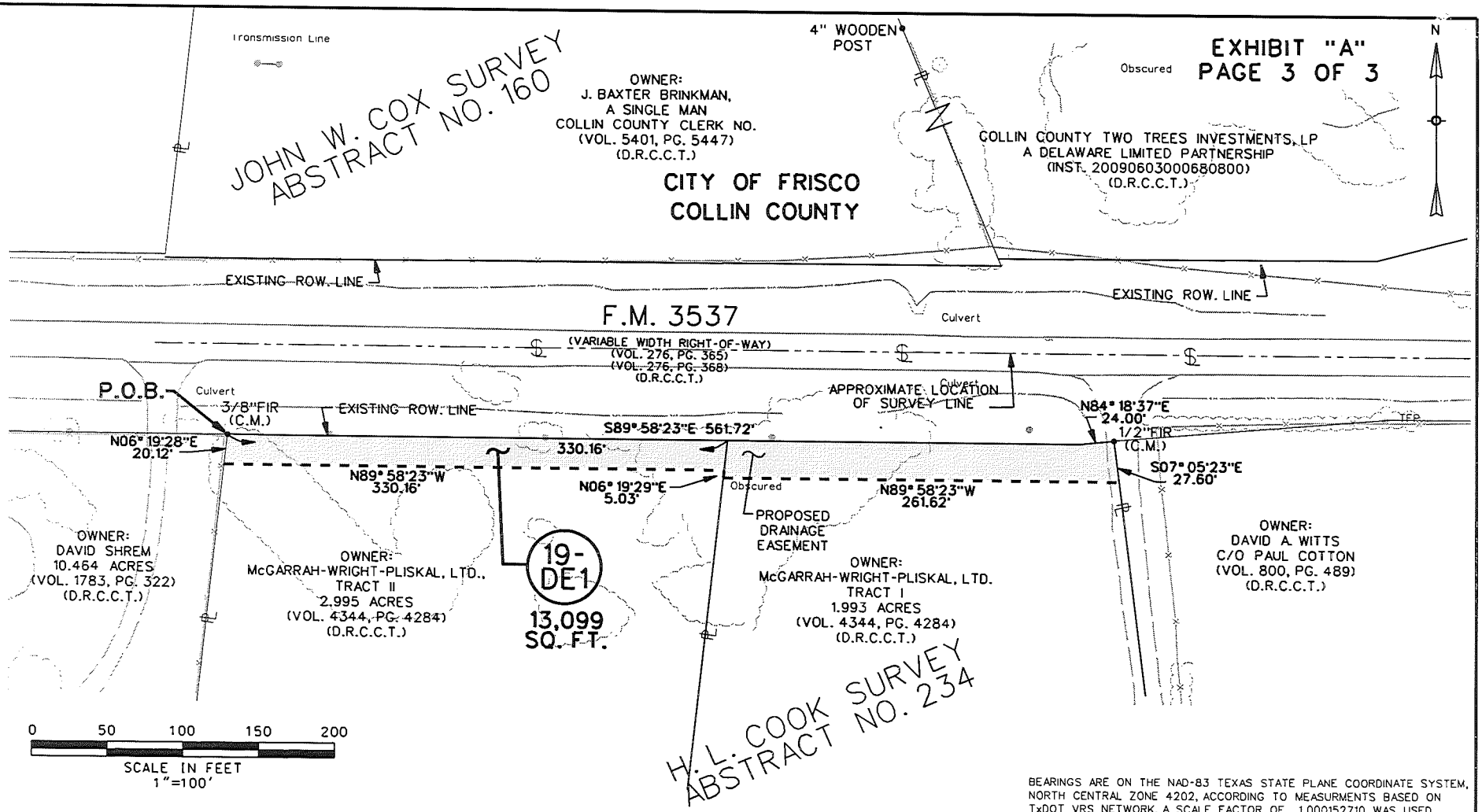
Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Collin County scale factor of 1.000152710 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

5.24.11

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504



DAL-TECH Engineering, Inc.
17400 Dallas Parkway, Suite 110
Dallas, Texas 75287
Phone 972-250-2727 Fax 972-250-4774



LEGEND

EXIST. ROW LINE	
NEW ROW LINE	
PROPERTY LINE	℄
SURVEY LINE	℄
CONTROL OF ACCESS (COA) LINE	

FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
SIR/W = ½" SET IRON ROD WITH CAP CAP STAMPED "DAL-TECH"
FPK = FOUND P.K. NAIL
C.M. = CONTROL MONUMENT
FIR = ½" FOUND IRON ROD W/YELLOW CAP STAMPED BH&C W/BH&C
○ = TxDOT ALUMINUM CAP FOUND ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED

A PLAT OF A SURVEY OF PARCEL 19-DE1 F.M. 3537 FROM: S.H. 289 (PRESTON ROAD) TO: F.M. 2478 (CUSTER ROAD) RIGHT-OF-WAY CSJ: 0135-12-027 13,099 SQ. FT. [0.3007 AC.] TRACT OF LAND IN THE H.L. COOK SURVEY ABSTRACT NUMBER 234 CITY OF FRISCO COLLIN COUNTY, TEXAS

BEARINGS ARE ON THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASURMENTS BASED ON TxDOT VRS NETWORK. A SCALE FACTOR OF 1.000152710 WAS USED.

PARCELS WERE CREATED WITHOUT THE BENEFIT OF A TITLE COMMITMENT

STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR

5.24.11

Patrick J. Baldasaro, R.P.L.S. No. 5504 DATE

ROW CSJ: 0135-12-027

P:\1106 City of Frisco Utility Easements\Survey\PARCELS\Parcel19-DE1.dgn Plotted on 5/26/2011 at 2:16:36 PM By: mohsen Project:NTTA-Parcel Plot Driver: NTTA-printer.plt PenTable:NTTA-Parce

EXHIBIT "5"
Depiction and Description of Easement on Property CT-19

EXHIBIT "A"
Right-of-Way Acquisition
Ray Hallford
(CT-19Rev)

BEING a 1.3866 acre tract of land situated in the H. L. COOK SURVEY, ABSTRACT No. 234 in Collin County, Texas, and being part of a 10.524 acre tract of land as described in a deed to ***Ray Hallford***, recorded in Volume 4329, Page 2913 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

COMMENCING at an iron rod found at the intersection of the existing centerline of Coit Road with the centerline of Farm-to-Market Road 3537, same being the called northeast corner of said 10.524 acre tract;

THENCE, South 00° 59' 50" East, along said existing centerline of said Coit Road, a distance of 115.70 feet to the POINT OF BEGINNING;

THENCE, South 00° 59' 50" East, along said existing centerline of Coit Road and along the east line of said 10.524 acre tract, a distance of 879.67 feet to a point set for corner, same being the southeast corner of said 10.524 acre tract;

THENCE, North 89° 39' 24" West, departing said existing centerline of said Coit Road and along the south line of said 10.524 acre tract, a distance of 60.02 feet to a point on the proposed west right-of-way line of Coit Road;

THENCE, in a northerly direction along said proposed west right-of-way line of Coit Road as follows;

North 00° 59' 50" West, a distance of 576.61 feet to a point set for corner;

North 04° 48' 41" West, a distance of 150.33 feet to a point set for corner;

North 00° 59' 50" West, a distance of 173.33 feet to a point set for corner, same being on the proposed south right-of-way line of said Farm-to-Market Road 3537;

THENCE, in an easterly direction along said proposed south right-of-way line of said Farm-to-Market Road 3537 as follows;

South 45° 13' 43" East, a distance of 9.51 feet to a point set for corner;

South 01° 29' 55" East, a distance of 13.59 feet to a point set for corner;

South 89° 50' 47" East, a distance of 63.26 feet to the POINT OF BEGINNING and containing 1.2664 acres of land, of which a portion of is called as a permitted exception in said 10.524 acre tract of land as described in Volume 4329, Page 2918 of the Deed Records of Collin County, Texas and being more specifically shown on a survey by Hugh E. Peiser, R.P.L.S. No. 3688, dated 10/26/1998, said survey being referenced in the deed described above.

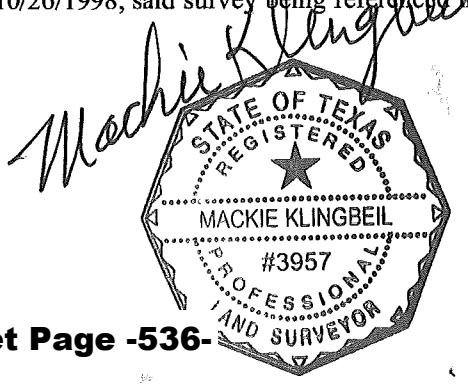
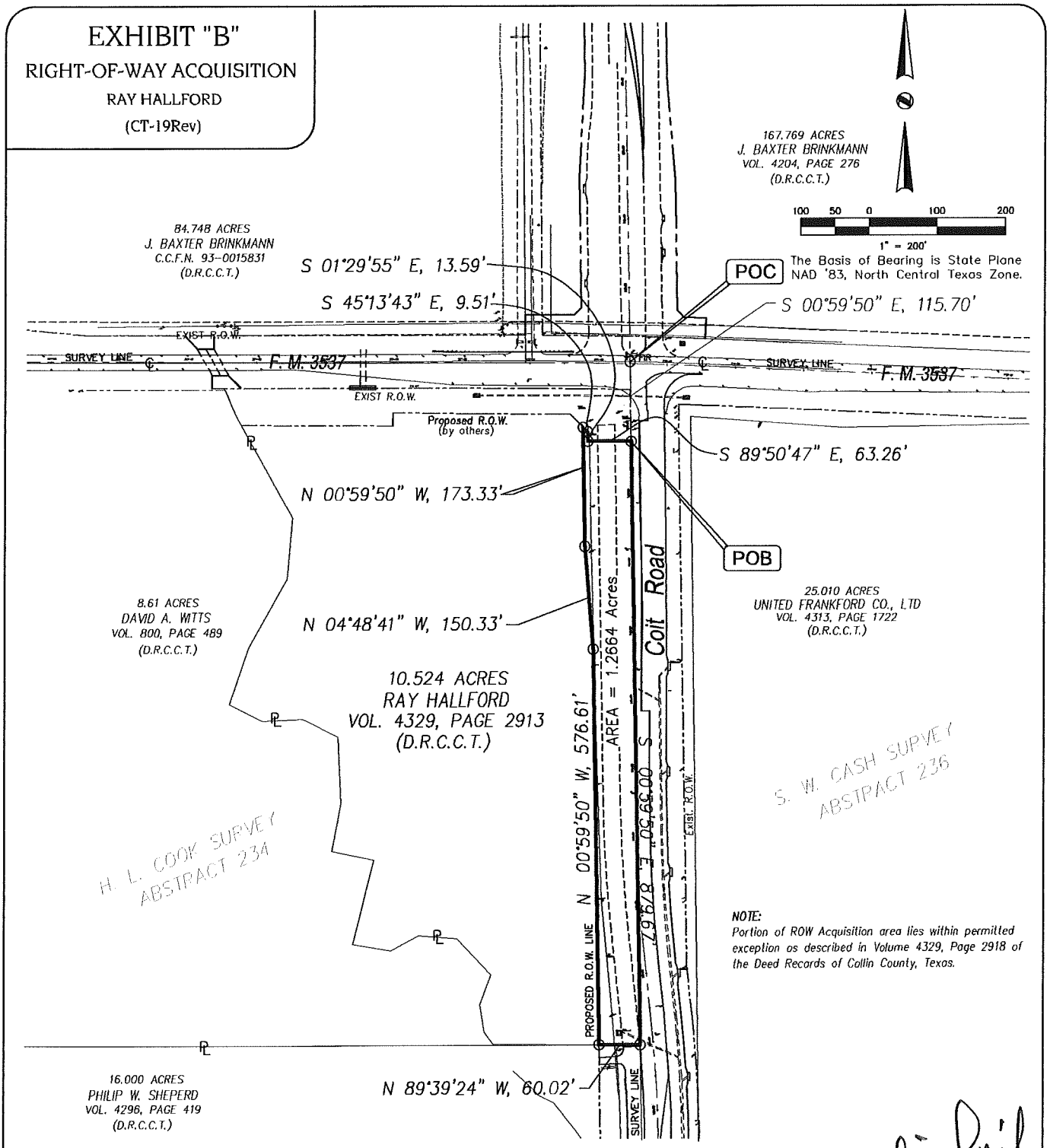


EXHIBIT "B"

RIGHT-OF-WAY ACQUISITION

RAY HALLFORD

(CT-19Rev)



NOTE:
Portion of ROW Acquisition area lies within permitted exception as described in Volume 4329, Page 2918 of the Deed Records of Collin County, Texas.

RLK ENGINEERING

RLK ENGINEERING, INC
6175 Main Street, Suite 395
Frisco, Texas 75034
(214) 619-1733 Off
(214) 619-1833 Fax

STATE OF TEXAS
REGISTERED
MACKIE KLINGBEIL
#3957
PROFESSIONAL
LAND SURVEYOR

PROJECT:	DATE:	DRAWN BY:
Coit Road (05012)	December 02, 2010	JEE
CAD ID:	SCALE:	CHECKED BY:
Hallford.dwg	1"=200'	CAP

EXHIBIT "6"
Depiction and Description of Easement on Property 23-DE1

EXHIBIT "A"

City: Frisco
County: Collin
Highway: FM 3537
R.O.W. CSJ: 0135-12-027
DGN. CSJ: 0135-12-025

April 20, 2009

FIELD NOTE DESCRIPTION
PERMANENT DRAINAGE EASEMENT
RAY A. HALLFORD
PARCEL 23-DE1

BEING a parcel of land for permanent drainage easement, containing an area of 0.2273 acre (9,899 square feet) of land and being over, under and across a 10.6100 acre tract in the H. L. Cook Survey, Abstract No. 234, City of Frisco, Collin County, Texas, said 10.6100 acre tract being the same land conveyed by deed to Ray A. Hallford, dated January 4, 1999, as recorded in Collin County Clerk File No. 99-0004027, Volume 4329, Page 2913, of the Deed Records of Collin County, Texas; said permanent drainage easement being more particularly described as follows:

COMMENCING at a 1/2" iron rod set with yellow cap stamped "BHC" in the new northwest property corner of said Ray A. Hallford tract and the new northeast property corner of a tract of land conveyed by deed to David A. Witts $^{c}/_{o}$ Paul Cotton, as recorded in Volume 800, Page 489, of the Deed Records of Collin County, Texas on the new south right of way line of FM 3537 (a new variable width right of way);

THENCE South 89° 51' 39" East, along the new south right of way line of said FM 3537 and the new north property line of said Ray A. Hallford tract, a distance of 40.28 feet to a 1/2" iron rod set with yellow cap stamped "BHC" being on the new south right of way line of said FM 3537 and in the new north property line of said Ray A. Hallford tract at the intersection with the east line of a permanent channel easement conveyed by deed to the State of Texas, recorded in Volume 484, Page 52 of the Deed Records of Collin County, Texas, and being at the POINT OF BEGINNING;

1) THENCE South 89° 51' 39" East, along the new north right of way line of said FM 3537 and the new north property line of said Ray A. Hallford tract, a distance of 132.23 feet to a 1/2" iron rod set with yellow cap stamped "BHC" at a point for corner;

2) THENCE South 27° 08' 59" West, a distance of 129.11 feet to a point for corner;

3) THENCE North 89° 44' 14" West, a distance of 48.46 feet to a point for corner being in the west property line of a tract of said Ray A. Hallford tract and being in the east property line of said David A. Witts tract;

4) THENCE North 29° 30' 34" West, along the west property line of said Ray A. Hallford tract and the east property line of said David A. Witts tract, a distance of 42.19 feet to an angle point being at the intersection of the south line of said State of Texas permanent channel easement and the west property line of said Ray A. Hallford tract;

EXHIBIT "A"

City: Frisco
County: Collin
Highway: FM 3537
R.O.W. CSJ: 0135-12-027
DGN. CSJ: 0135-12-025

FIELD NOTE DESCRIPTION
PERMANENT DRAINAGE EASEMENT
RAY A. HALLFORD
PARCEL 23-DE1

5) THENCE North 60° 29' 26" East, departing the west property line of said Ray A. Hallford tract and the east property line of said David A. Witts tract, a distance of 35.01 feet to a point for corner being the southeast corner of said State of Texas permanent channel easement;

6) THENCE North 29° 30' 34" West, along the east line of said State of Texas permanent channel easement, a distance of 70.12 feet to the POINT OF BEGINNING, said permanent drainage easement containing 0.2273 acre (9,899 square feet) of land, more or less.

All bearings are based on the Texas State Plane Coordinate Surface System, N.A.D. 83 (1993 Adj.), North Central Zone. All coordinates shown are surface and may be converted to grid by multiplying by the TxDOT conversion factor of 0.999847313.

** THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

4/24/2009

Gary C. Hendricks, R.P.L.S. — Date
Texas Registration No. 5073

Birkhoff, Hendricks & Conway, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Ph. 214-361-7900



**THE MONUMENT DESCRIBED AND SET IN THIS CALL, IF DESTROYED DURING CONSTRUCTION, MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

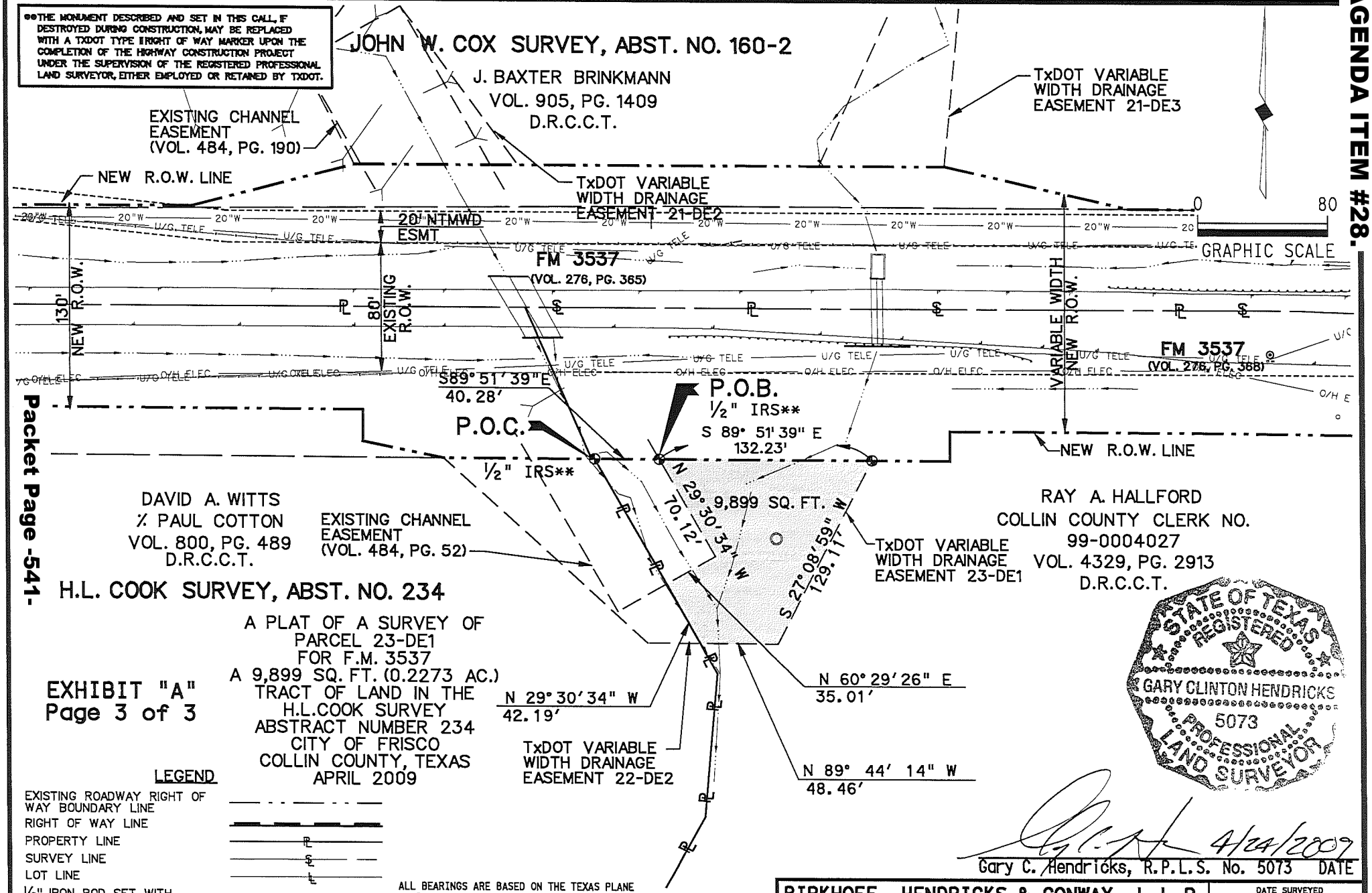


EXHIBIT "A"
Page 3 of 3

A PLAT OF A SURVEY OF
PARCEL 23-DE1
FOR F.M. 3537
A 9,899 SQ. FT. (0.2273 AC.)
TRACT OF LAND IN THE
H.L.COOK SURVEY
ABSTRACT NUMBER 234
CITY OF FRISCO
COLLIN COUNTY, TEXAS
APRIL 2009

LEGEND

- EXISTING ROADWAY RIGHT OF WAY BOUNDARY LINE
- RIGHT OF WAY LINE
- PROPERTY LINE
- SURVEY LINE
- LOT LINE
- 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "B.H.C."
- EXISTING EASEMENT LINE
- EASEMENT LINE

ALL BEARINGS ARE BASED ON THE TEXAS PLANE COORDINATE SURFACE SYSTEM, N.A.D. 83(1993 ADJ.), NORTH CENTRAL ZONE. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE TxDOT CONVERSION FACTOR OF 0.999847313.

STATE OF TEXAS
REGISTERED
GARY CLINTON HENDRICKS
5073
PROFESSIONAL LAND SURVEYOR

4/24/2009
Gary C. Hendricks, R.P.L.S. No. 5073 DATE

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
PROFESSIONAL ENGINEERS
11910 GREENVILLE AVE., SUITE 600
DALLAS, TX 75231
(214) 361-7900

DATE SURVEYED
APRIL 9, 2009

DATE DRAWN
APRIL 20, 2009

DGN CSJ: 0135-12-025 23-DE1 ROW CSJ: 0135-12-027

AGENDA ITEM #29.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **February 7, 2012**

Subject: **Consider and act upon adoption of a Resolution determining a public necessity to acquire certain properties for public use by eminent domain for permanent water line easements and temporary construction easements for the construction, access, repair and maintenance of the FM 3537 20" and 24" Water Improvements (Preston Road to Custer Road) project; giving notice of an official determination to acquire properties for said easements; authorizing the City Manager to establish procedures for acquiring the easements on said properties, offering to acquire the easements voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.**

Action Requested: City Council's consideration and adoption of the above-referenced Resolution for the purposes set forth therein.

SB 18 (effective September 1, 2011): City Council may notice changes in the form of the Resolution which has been utilized by the City of Frisco in the past. These changes have been made in response to SB 18, enacted by the 82nd Legislature and which became effective on September 1, 2011. **Please note that SB 18 requires the City to first attempt to acquire the necessary easements on the properties from**

#604835

the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain proceedings.

Background Information: The Texas Department of Transportation (TxDOT) is preparing to begin construction for the widening of FM 3537 (Main Street) from Preston Road to Custer Road. The project will widen the existing two lane roadway to a six lane urban roadway with a raised median, turn lanes, and curb and gutter. Construction should begin in summer 2012 and the project is estimated to take two years to construct.

The City operates an existing 20" water line in a separate easement on the north side of FM 3537 which must be relocated away from the proposed TxDOT project. The City of Frisco needs to acquire water line and temporary construction easements for relocation of the Main Street water line. City Council approved a professional services contract with US ROW to acquire the easements on behalf of the City of Frisco at the April 19, 2011 City Council meeting.

The acquisition, whether by voluntary donation, purchase based on the independent appraisal or through eminent domain proceedings, of the following properties is necessary for the FM 3537 20" and 24" Water Improvements:

Property Owner	Property Description	Exhibit	Area
Frisco Town Center Properties	Water Temp. Const. Esmt. A	1	0.03 acres
Frisco Town Center Properties	Water Temp. Const. Esmt. 1	2	0.09 acres
Frisco Town Center Properties	Water Esmt 1	3	0.34 acres
J. Baxter Brinkmann	Water Esmt 2	4	0.20 acres
Brinkmann Ranches	Water Esmt 3	5	2.04 acres
J. Baxter Brinkmann	Water Esmt 4	6	0.25 acres
Collin County Two Trees	Water Esmt 5	7	0.42 acres
Brinkmann Ranches of Collin County	Water Esmt 6	8	0.04 acres
Brinkmann Ranches of Collin County	Water Esmt 7	9	2.20 acres
Lawler	Water Esmt 9	10	0.03 acres
United Frankford Company, Ltd	Water Esmt 11	11	0.01 acres
Lambert FM 720 Ltd	Water Esmt 13	12	0.03 acres
Preston Trail Ministries	Water Esmt 14	13	0.09 acres
Preston Trail Ministries	Water Temp. Const. Esmt. 14	14	0.05 acres
Arthur V. Phelps, et al.	Water Esmt 15	15	0.02 acres
Arthur V. Phelps, et al.	Water Temp. Const. Esmt. 15	16	0.03 acres

#604835

The City, through US ROW, will first request each landowner to donate the necessary portion of their property and make any further attempts, as reasonably determined by the City, to amicably acquire the same. If the landowner and the City cannot reach an agreement after making these attempts, the City will move forward with acquiring the necessary easements through the eminent domain process, with the first step being the making of the bona fide offer required by SB 18. The City's desired date for the completion of this project will impact the City's efforts to acquire the necessary parcels as described herein.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution, in whole or in part. Since multiple units of property are made a part of the Resolution, SB 18 allows a single ordinance, resolution or order to be adopted if: (a) the motion indicates that the first record vote applies to all units of property to be condemned; and (b) the minutes of the City reflect that the first vote applies to all of those units. If more than one member of the City Council objects to adopting a single ordinance, resolution or order for all of the units of property, then a separate vote must be made for each unit;
- Denial of Resolution; or
- Send back to staff with direction.

Financial Considerations: Staff recommends acquisition of the properties be funded from any lawful source, including but not limited to, Certificate of Obligations. The cost of the easements for relocation of the water line will be reimbursed by TxDOT based on the reimbursement agreement between the City of Frisco and TxDOT.

Legal Review: The Resolution has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Location Map; and
- Copy of the Resolution, attaching the exhibits which provide the legal description and depiction of the easements on the subject properties.

Staff Recommendation: Staff recommends approval of the Resolution, in its entirety. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

#604835

FORM OF THE MOTION TO ADOPT THE RESOLUTION (as required by SB 18)

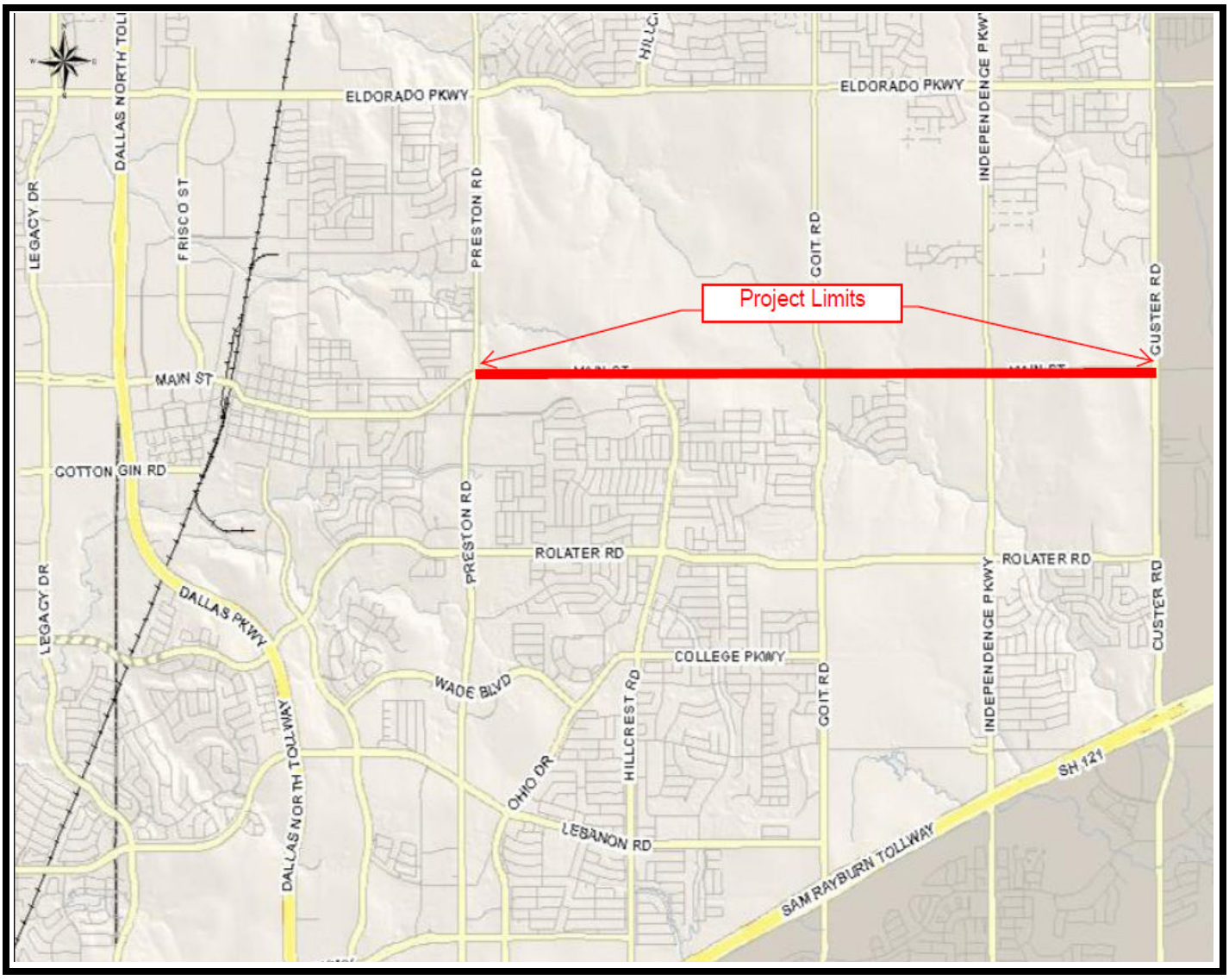
"I move that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #28 and authorize the use of the power of eminent domain to acquire for public use the permanent water line easements and temporary construction easements on all of the properties depicted and described by metes and bounds in Exhibits "1" – "16" attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, repair and maintenance of the FM 3537 (Preston Road to Custer Road) 20" and 24" Water Improvements Project."

#604835

FRISCO
PROGRESS IN MOTION

Easement Acquisition
FM 3537 20" and 24" Water Improvements
Preston Road (SH 289) to Custer Road (FM 2478)
February 7, 2012

N



CITY OF FRISCO, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTIES FOR PUBLIC USE BY EMINENT DOMAIN FOR PERMANENT WATER LINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, ACCESS, REPAIR AND MAINTENANCE OF THE FM 3537 20" AND 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD) PROJECT; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE PROPERTIES FOR PERMANENT WATER LINE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE FM 3537 20" AND 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD) PROJECT; AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS ON THE PROPERTIES, OFFERING TO ACQUIRE THE EASEMENTS VOLUNTARILY FROM THE LANDOWNERS THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") investigated and determined that there is a public necessity for the acquisition, by eminent domain, of easements on the properties described in and depicted on *Exhibits "1" – "16"*, attached hereto and incorporated herein for all purposes ("Properties"), and it is the City of Frisco, Texas' ("Frisco") intent to acquire the necessary permanent water line easements and temporary construction easements (individually and collectively, "Easement(s)") on the Properties for the purpose of, among other things, the construction, access, repair and maintenance of the FM 3537 (from Preston Road to Custer Road) 20" and 24" Water Improvements Project and related improvements ("Project"); and

WHEREAS, the City Council has investigated and determined that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, there may be improvements located on some of the Properties acquired for this Project and such improvements may be required to be moved prior to the beginning of this Project; and

WHEREAS, the City Manager, or his designee, ("City Manager") is required to make a bona fide offer, as defined by and in compliance with §21.0113, Texas Property Code, (individually and collectively, "Bona Fide Offer(s)") to acquire the Easements on the Properties for public use voluntarily from the subject landowners prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with S.B. 18, enacted by the 82nd Legislature, which became effective on September 1, 2011.

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 Resolution as if fully set forth herein.

SECTION 2: Acquisition of Properties. The City Council hereby officially determines that there is a public necessity for and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements on the Properties, and it is Frisco's intent to acquire the Easements for public use as more specifically described in and depicted on *Exhibits "1" – "16"*, attached hereto, specifically for the purpose of, among other things, the construction, access, repair and maintenance of the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed by Frisco from time to time in connection with acquisition of the Easements on the Properties for the construction of, access to, repair of, maintenance of and/or improvements to the Project. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinions needed for the acquisition of the Easements on the Properties. To this end, the City Manager shall first make a Bona Fide Offer to acquire the

easements on the Properties from the subject landowners voluntarily. Should the landowners fail to provide the Easements voluntarily through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements on the Properties by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on the independent appraisal reports, and other information, to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements on the Properties for the purpose of making Bona Ride Offers. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said Easements, and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements on the Properties, the City Manager is authorized to send written Bona Fide Offers to the landowners of said Properties for acquisition of said Easements at the full amount determined and established to be just compensation therefore, and to negotiate with said landowners on behalf of Frisco to acquire the Easements voluntarily from said landowners.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire each of the Easements on the Properties needed for the Project, on behalf of Frisco, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of any Easement on the Properties for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to sell such surplus improvements, if any, located on the Easements acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easement.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements voluntarily from the landowners through the making of Bona Fide Offers, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd, & Joplin, P.C. to commence eminent domain proceedings for the acquisition of the Easements on the Properties for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements on the Properties for the Project will be appropriated from any and all lawful sources.

SECTION 10: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force an effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Frisco hereby declares that it would have passed this Resolution, 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 12: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the _____ day of February, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

EXHIBIT "1"
Depiction and Description of Easement on Property TCE-A

EXHIBIT A
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
0.028 ACRE

BEING of a tract of land out of the John W. Cox Survey Abstract No. 159, in the City of Frisco, Collin County, Texas, being part of the 494.74 acre tract of land described in deed to Frisco Town Center Properties, L.P. recorded in Volume 4403, Page 2897 of the Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a concrete monument found for the southeast corner of a corner clip between the north right-of-way line of Main Street (FM 3537 - variable width ROW) and the east right-of-way line of Preston Road (State Highway 289 - variable width ROW); **THENCE** with said corner clip, North 55°23'50" West, a distance of 99.92 feet to a point for corner; **THENCE** leaving said corner clip, North 34°36'10" East, a distance of 20.00 feet to a point in the northeast line of a 10' Utility Easement recorded in Collin County Clerk's File No. 93-0060540 of the Land Records of Collin County, Texas and the **POINT OF BEGINNING**;

THENCE with said northeast line, North 55°23'50" West, a distance of 60.00 feet to a point for corner;

THENCE leaving the northeast line of said 10' Utility Easement, the following courses and distances to wit:

North 34°36'10" East, a distance of 20.00 feet to a point for corner;
South 55°23'50" East, a distance of 60.00 feet to a point for corner;
South 34°36'10" West, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.028 acre of land.

Bearing system of this survey is based on the City of Frisco monuments, whose positions are published on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202.

Dana Brown
Registered Professional Land Surveyor No. 5336
Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251



EXHIBIT A
TEMPORARY
CONSTRUCTION EASEMENT
CITY OF FRISCO
COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ##'	DAB	SRD	12/02/2010	61123010	5 OF 6

PLOTTED BY BROWN, DANA 12/2/2010 3:31 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123010-PRESTON-SHOEMAKER_LDD61123010\DWG\BRINKMAN WTR ESMT.DWG LAST SAVED 8/3/2010 3:41 PM

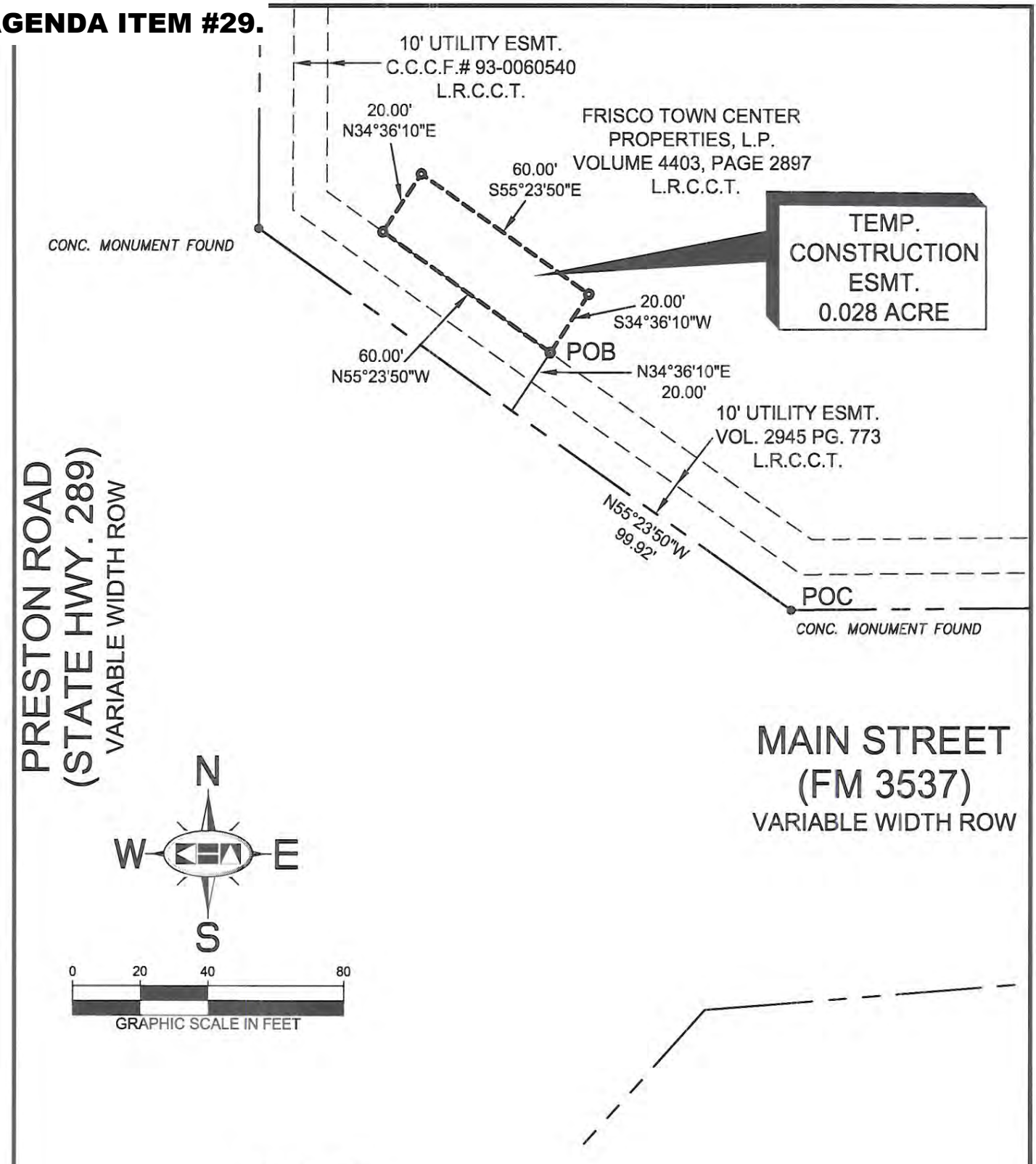


EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT
CITY OF FRISCO
COLLIN COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
12700 Park Central Drive, Suite 1800
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DAB	SRD	12/02/2010	61123010	6 OF 6

PLOTTED BY BROWN, DANA 12/2/2010 3:31 PM DWG NAME K:\DAL_SURVEY_FRISCO SURVEY FILES\FRI_SURVEY\61123010-PRESTON-SHOEMAKER_LDD61123010\DWG\BRINKMAN WTR ESMT.DWG LAST SAVED 8/3/2010 3:41 PM

EXHIBIT "2"
Depiction and Description of Easement on Property 1-TE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 1-TE
10102 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 159

EXHIBIT "A"

Being a temporary construction easement situated in the John W. Cox Survey, Abstract No. 159, City of Frisco, Collin County, Texas, said temporary construction easement being a portion of a 494.740 acre tract of land (by deed) being further described as Tract 1 deeded to Frisco Town Center Properties, L.P. as recorded in Volume 4403, Page 2897 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the north line of a 0.4147 acre tract of land (by deed) deeded to the City of Frisco, Texas as recorded in County Clerk's File No. 20110127000106490 of the Real Property Records of Collin County, Texas, said point being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, from which a TxDOT monument found for the east corner of said 0.4147 acre tract of land bears South 87 degrees 38 minutes 46 seconds East, a distance of 217.76 feet, said TxDOT monument being in the south line of said 494.740 acre tract of land, said TxDOT monument being an angle point in the north right-of-way line of said F.M. 3537, said TxDOT monument having Grid Coordinates of N=7,106,644.90 and E=2,488,896.58;

THENCE North 87 degrees 38 minutes 46 seconds West, with the north line of said 0.4147 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 7.39 feet to a point for corner, from which a TxDOT monument found for corner in the north line of said 0.4147 acre tract of land bears North 87 degrees 38 minutes 46 seconds West, a distance of 246.51 feet, said TxDOT monument being in the north right-of-way line of said F.M. 3537, said TxDOT monument having grid coordinates of N=7,106,664.27 and E=2,488,425.39;

THENCE North 45 degrees 02 minutes 09 seconds West, a distance of 29.54 feet to a point for corner;

THENCE North 87 degrees 38 minutes 46 seconds West, a distance of 224.72 feet to a point for the beginning of a curve to the left having a radius of 5054.78 feet, a central angle of 03 degrees 22 minutes 13 seconds, and whose chord bears North 89 degrees 04 minutes 44 seconds West, a distance of 297.29 feet;

THENCE with said curve to the left, an arc length of 297.33 feet to a point for the beginning of a non-tangent curve to the left having a radius of 1516.62 feet, a central angle of 07 degrees 12 minutes 10 seconds, and whose chord bears South 87 degrees 21 minutes 07 seconds West, a distance of 190.53 feet;

THENCE with said non-tangent curve to the left, an arc length of 190.66 feet to a point for corner;

THENCE South 73 degrees 33 minutes 33 seconds West, a distance of 19.66 feet to a point for corner in the east line of an existing 10.0' Water Easement as recorded in County Clerk's File No. 93-0060540 of said Deed Records of Collin County, Texas;

THENCE North 55 degrees 08 minutes 11 seconds West, with the east line of said existing 10.0' Water Easement, a distance of 6.41 feet to a point for corner;

THENCE North 73 degrees 33 minutes 33 seconds East, a distance of 24.11 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1521.62 feet, a central angle of 07 degrees 13 minutes 01 seconds, and whose chord bears North 87 degrees 20 minutes 32 seconds East, a distance of 191.53 feet;

THENCE with said non-tangent curve to the right, an arc length of 191.66 feet to a point for the beginning of a non-tangent curve to the right having a radius of 5059.78 feet, a central angle of 03 degrees 22 minutes 09 seconds, and whose chord bears South 89 degrees 04 minutes 43 seconds East, a distance of 297.50 feet;

THENCE with said non-tangent curve to the right, an arc length of 297.54 feet to a point for corner;

THENCE South 87 degrees 38 minutes 46 seconds East, a distance of 226.66 feet to a point for corner;

THENCE South 45 degrees 02 minutes 09 seconds East, a distance of 36.93 feet to the **POINT OF BEGINNING**, and containing 3,847 square feet or 0.088 acres of land, more or less.

Notes:

(1) A plat of even survey date herewith accompanies this legal description.

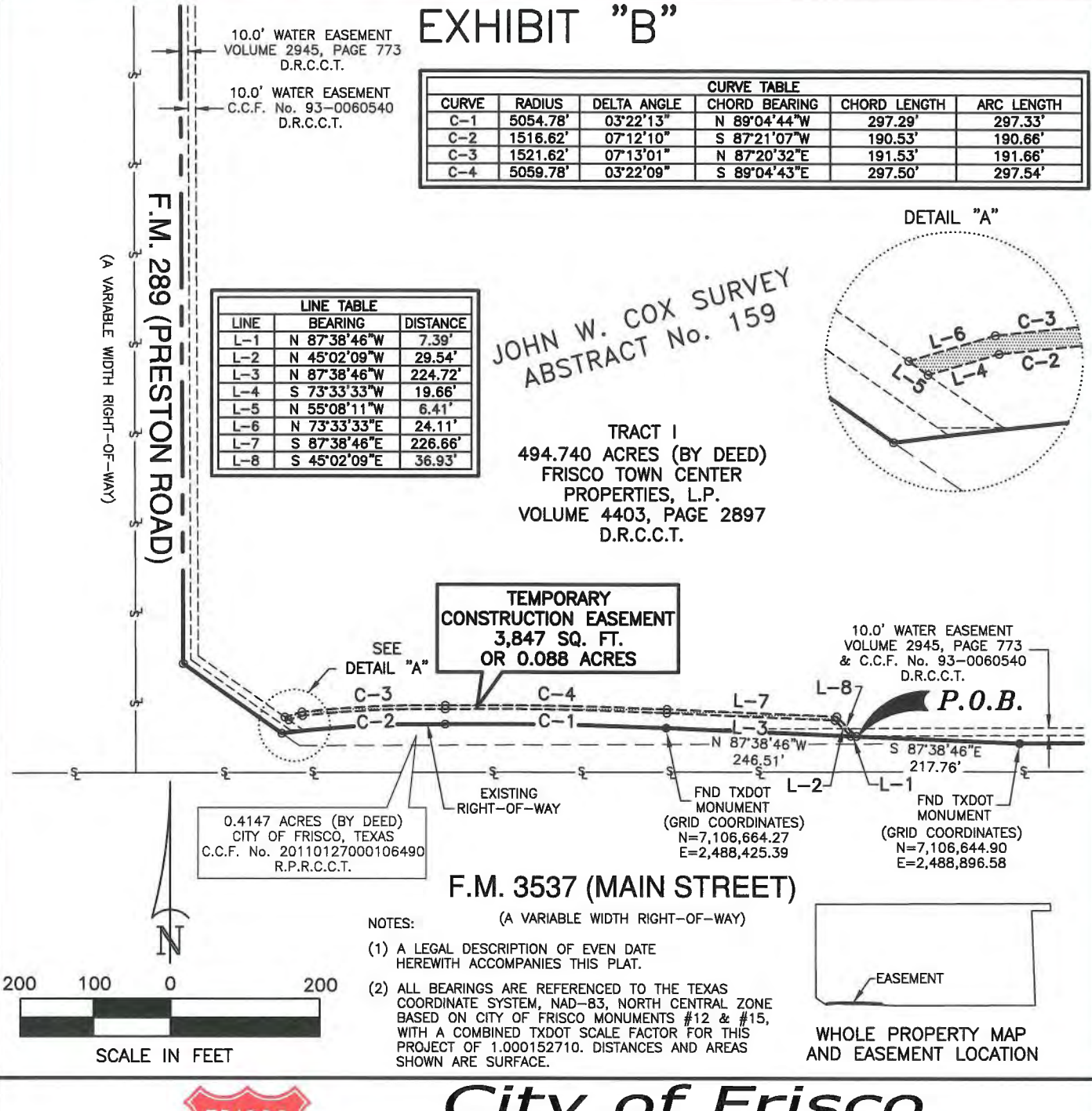
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: December 3, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	5054.78'	03°22'13"	N 89°04'44"W	297.29'	297.33'
C-2	1516.62'	07°12'10"	S 87°21'07"W	190.53'	190.66'
C-3	1521.62'	07°13'01"	N 87°20'32"E	191.53'	191.66'
C-4	5059.78'	03°22'09"	S 89°04'43"E	297.50'	297.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 87°38'46"W	7.39'
L-2	N 45°02'09"W	29.54'
L-3	N 87°38'46"W	224.72'
L-4	S 73°33'33"W	19.66'
L-5	N 55°08'11"W	6.41'
L-6	N 73°33'33"E	24.11'
L-7	S 87°38'46"E	226.66'
L-8	S 45°02'09"E	36.93'

NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

TEMPORARY CONSTRUCTION EASEMENT	PARCEL No: 1-TE
OWNER: FRISCO TOWN CENTER PROPERTIES, L.P.	
SURVEY: JOHN W. COX SURVEY, ABSTRACT NO. 159	
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS	
EASEMENT ACQUISITION AREA: 3,847 SQ. FT. OR 0.088 ACRES	

JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: DECEMBER 3, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 200'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "3"
Depiction and Description of Easement on Property 1-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 1-PE
10102 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 159

EXHIBIT "A"

Being a permanent waterline easement situated in the John W. Cox Survey, Abstract No. 159, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of a 494.740 acre tract of land (by deed) being further described as Tract 1 deeded to Frisco Town Center Properties, L.P. as recorded in Volume 4403, Page 2897 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of a 0.4147 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106490 of the Real Records of Collin County, Texas, said point also being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, from which a TxDOT Monument found for the intersection of the south line of said 494.740 acre tract of land with the north line of said 0.4147 acre tract of land and the north right-of-way line of said Farm to Market 3537 bears South 87 degrees 38 minutes 46 seconds East, a distance of 225.15 feet, said TxDOT monument having a grid coordinate of N=7,106,644.90 and E=2,488,896.58;

THENCE North 87 degrees 38 minutes 46 seconds West, with the north line of said 0.4147 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 246.51 feet to a TxDOT monument found for the beginning of a curve to the left having a radius of 5034.78 feet, a central angle of 03 degrees 22 minutes 27 seconds, and whose chord bears North 89 degrees 04 minutes 49 seconds West, a distance of 296.46 feet;

THENCE with said curve to the left, with the north line of said 0.4147 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 296.50 feet to a TxDOT monument found for the beginning of a non-tangent curve to the left having a radius of 1496.62 feet, a central angle of 07 degrees 04 minutes 21 seconds, and whose chord bears South 87 degrees 25 minutes 43 seconds West, a distance of 184.62 feet;

THENCE with said non-tangent curve to the left, with the north line of said 0.4147 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 184.74 feet to a point for the intersection of the north line of an existing 10.0' Water Easement as recorded in Volume 2945, Page 773 and County Clerk's File No. 93-0060540 of said Deed Records of Collin County, Texas, with the north line of said 0.4147 acre tract of land and the north right-of-way line of said F.M. 3537, from which a TxDOT monument found for the intersection of the west line of said 494.470 acre tract of land with the north line of said 0.4147 acre tract of land and the north right-of-way line of said F.M. 3537 bears a chord bearing of South 83 degrees 14 minutes 17 seconds West, a distance of 34.19 feet, said TxDOT monument having a grid coordinate of N=7,106,656.72 and E=2,487,910.67;

THENCE South 89 degrees 43 minutes 56 seconds West, with the north line of said existing 10.0' Water Easement as recorded in Volume 2945, Page 773 and County Clerk's File No. 93-0060540 of said Deed Records of Collin County, Texas, a distance of 4.71 feet to a point in the northeast line of an existing 10.0' Water Easement as recorded in County Clerk's File No. 93-0060540 of said Deed Records of Collin County, Texas;

THENCE North 55 degrees 08 minutes 11 seconds West, with the northeast line of said existing 10.0' Water Easement as recorded in County Clerk's File No. 93-0060540 of said Deed Records of Collin County, Texas, a distance of 24.39 feet to a point for corner;

THENCE North 73 degrees 33 minutes 33 seconds East, a distance of 19.66 feet to a point for the beginning of a non-tangent curve to the right having a radius of 1516.62 feet, a central angle of 07 degrees 12 minutes 10 seconds, and whose chord bears North 87 degrees 21 minutes 07 seconds East, a distance of 190.53 feet;

THENCE with said non-tangent curve to the right, an arc length of 190.66 feet to a point for the beginning of a non-tangent curve to the right having a radius of 5054.78 feet, a central angle of 03 degrees 22 minutes 13 seconds, and whose chord bears South 89 degrees 04 minutes 44 seconds East, a distance of 297.29 feet;

THENCE with said non-tangent curve to the right, an arc length of 297.33 feet to a point for corner;

THENCE South 87 degrees 38 minutes 46 seconds East, a distance of 224.72 feet to a point for corner;

THENCE South 45 degrees 02 minutes 09 seconds East, a distance of 29.54 feet to the **POINT OF BEGINNING**, and containing 14,638 square feet or 0.336 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

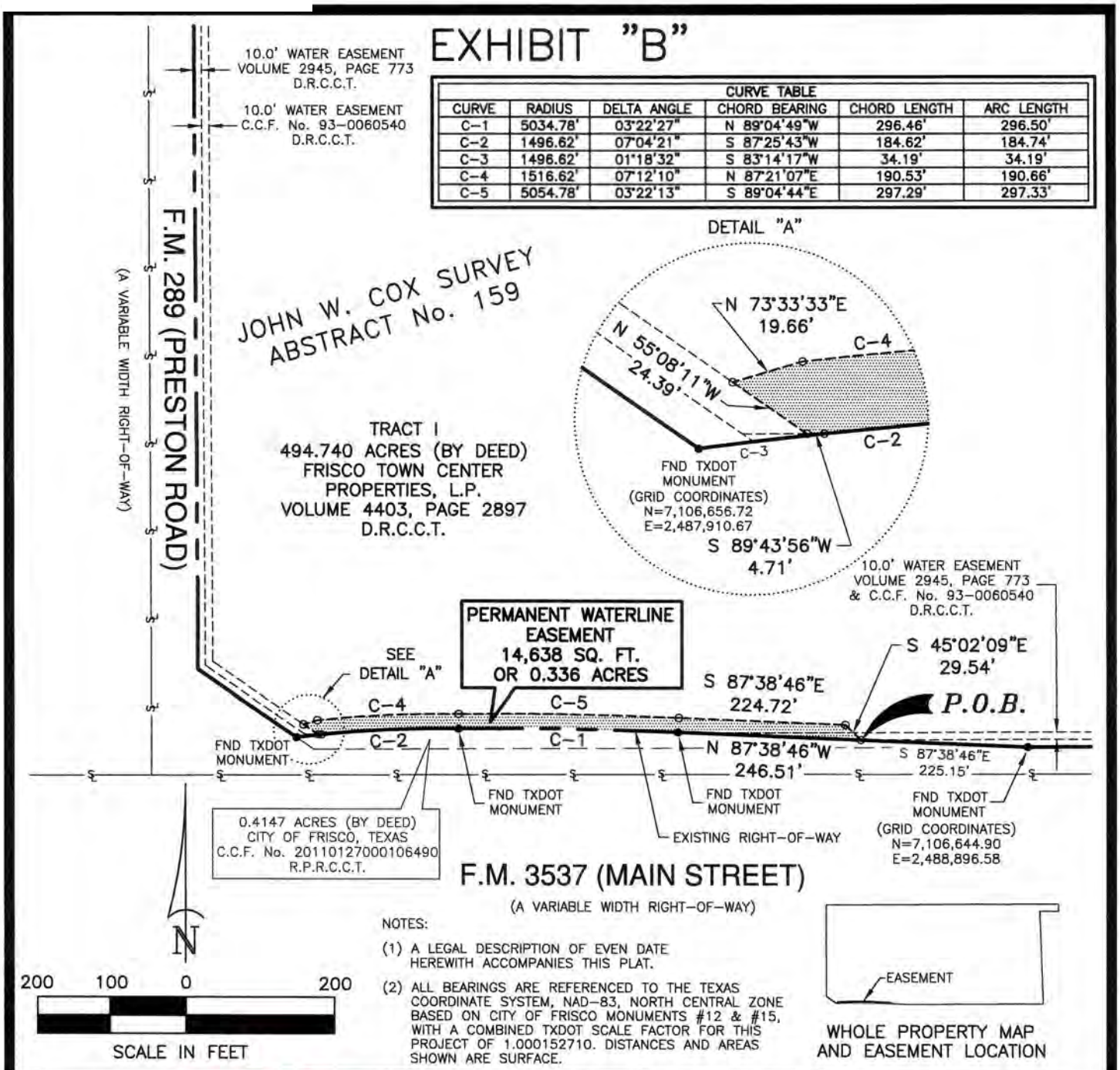
Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	5034.78'	03°22'27"	N 89°04'49"W	296.46'	296.50'
C-2	1496.62'	07°04'21"	S 87°25'43"W	184.62'	184.74'
C-3	1496.62'	01°18'32"	S 83°14'17"W	34.19'	34.19'
C-4	1516.62'	07°12'10"	N 87°21'07"E	190.53'	190.66'
C-5	5054.78'	03°22'13"	S 89°04'44"E	297.29'	297.33'



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 1-PE
OWNER: FRISCO TOWN CENTER PROPERTIES, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT NO. 159		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 14,638 SQ. FT. OR 0.336 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 200'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "4"
Depiction and Description of Easement on Property 2-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 2-PE
10534 F.M. 3537
W. C. LEWIS SURVEY, ABSTRACT No. 523

EXHIBIT "A"

Being a permanent waterline easement situated in the W. C. Lewis Survey, Abstract No. 523, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of a 32.461 acre tract of land (by deed) deeded to J. Baxter Brinkmann as recorded in Volume 4145, Page 1280 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT monument found for corner in the east line of said 32.461 acre tract of land, said TxDOT monument being the northeast corner of a 0.0091 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106520 of said the Real Property Records of Collin County, Texas, said TxDOT monument being the northwest corner of a 1.647 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106530 of said Real Property Records of Collin County, Texas, said TxDOT monument also being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said TxDOT monument having a grid coordinate of N=7,106,666.52 and E=2,492,644.26;

THENCE South 86 degrees 51 minutes 46 seconds West, with the north line of said 0.0091 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 124.24 feet to a PK nail found for the west corner of said 0.0091 acre tract of land, said PK nail being in the south line of said 32.461 acre tract of land, said PK nail also being an angle point in the north right-of-way line of said F.M. 3537;

THENCE South 89 degrees 48 minutes 10 seconds West, with the south line of said 32.461 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 734.41 feet to a point for corner, from which a TxDOT monument found for the east corner of a 0.0136 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106520 of said Real Property Records of Collin County, Texas bears South 89 degrees 48 minutes 10 seconds West, a distance of 196.52 feet, said TxDOT monument being in the south line of said 32.461 acre tract of land, said TxDOT monument being an angle point in the north right-of-way line of said F.M. 3537, said TxDOT monument having a grid coordinate of N=7,106,656.52 and E=2,491,589.44;

THENCE North 00 degrees 12 minutes 16 seconds West, a distance of 10.31 feet to a point for corner in the south line of an existing 10.0' Water Easement as recorded in Volume 3051, Page 515 of said Deed Records of Collin County, Texas;

THENCE North 89 degrees 47 minutes 44 seconds East, with the south line of said existing 10.0' Water Easement, a distance of 858.50 feet to a point for the intersection of the south line of said existing 10.0' Water Easement with the east line of said 32.461 acre tract of land;

THENCE South 00 degrees 06 minutes 14 seconds East, with the east line of said 32.461 acre tract of land, a distance of 4.05 feet to the **POINT OF BEGINNING**, and containing 8,506 square feet or 0.195 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

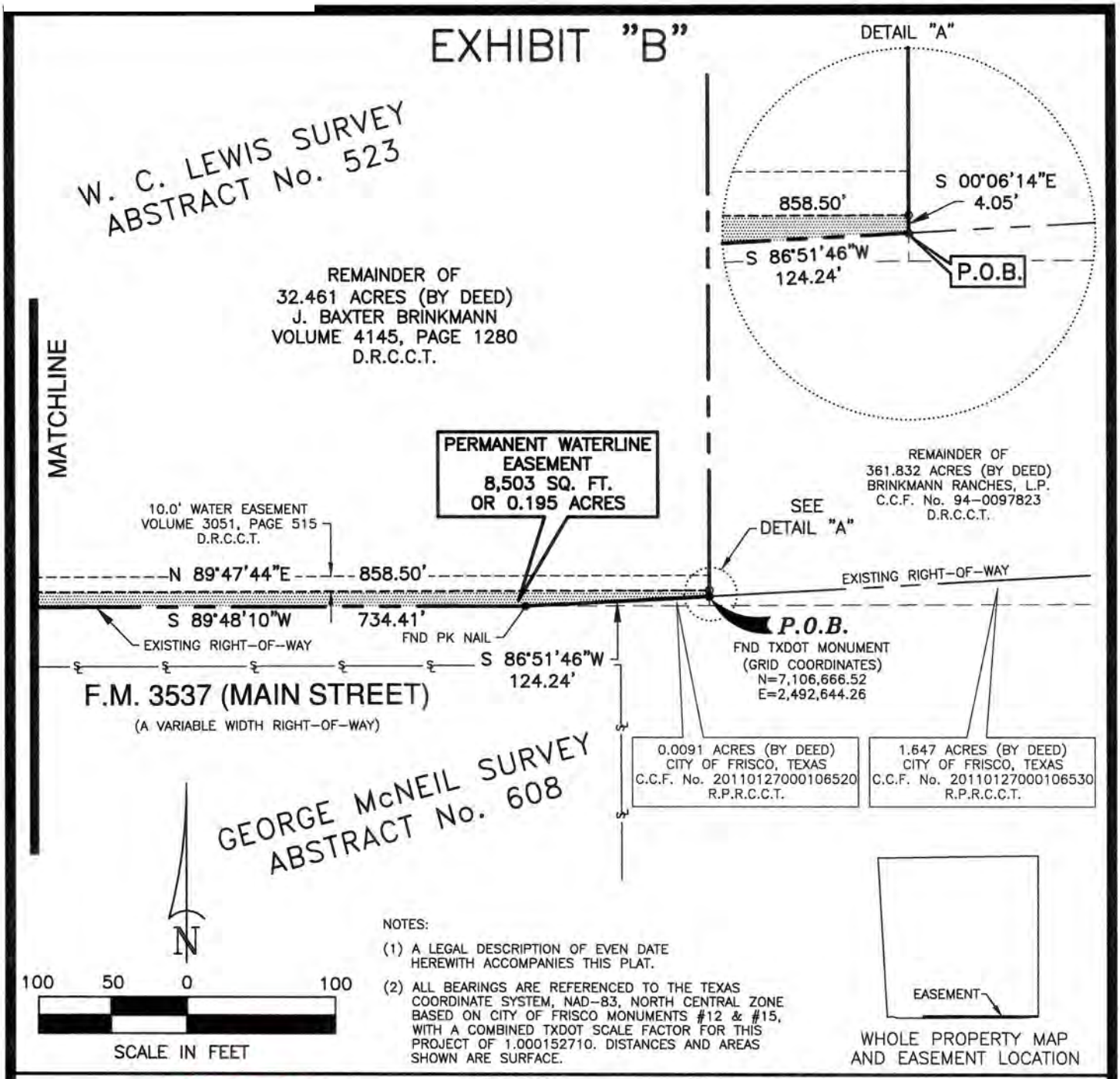
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT	PARCEL No: 2-PE
OWNER: J. BAXTER BRINKMANN	
SURVEY: W. C. LEWIS SURVEY, ABSTRACT NO. 523	
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS	
EASEMENT ACQUISITION AREA: 8,503 SQ. FT. OR 0.195 ACRES	

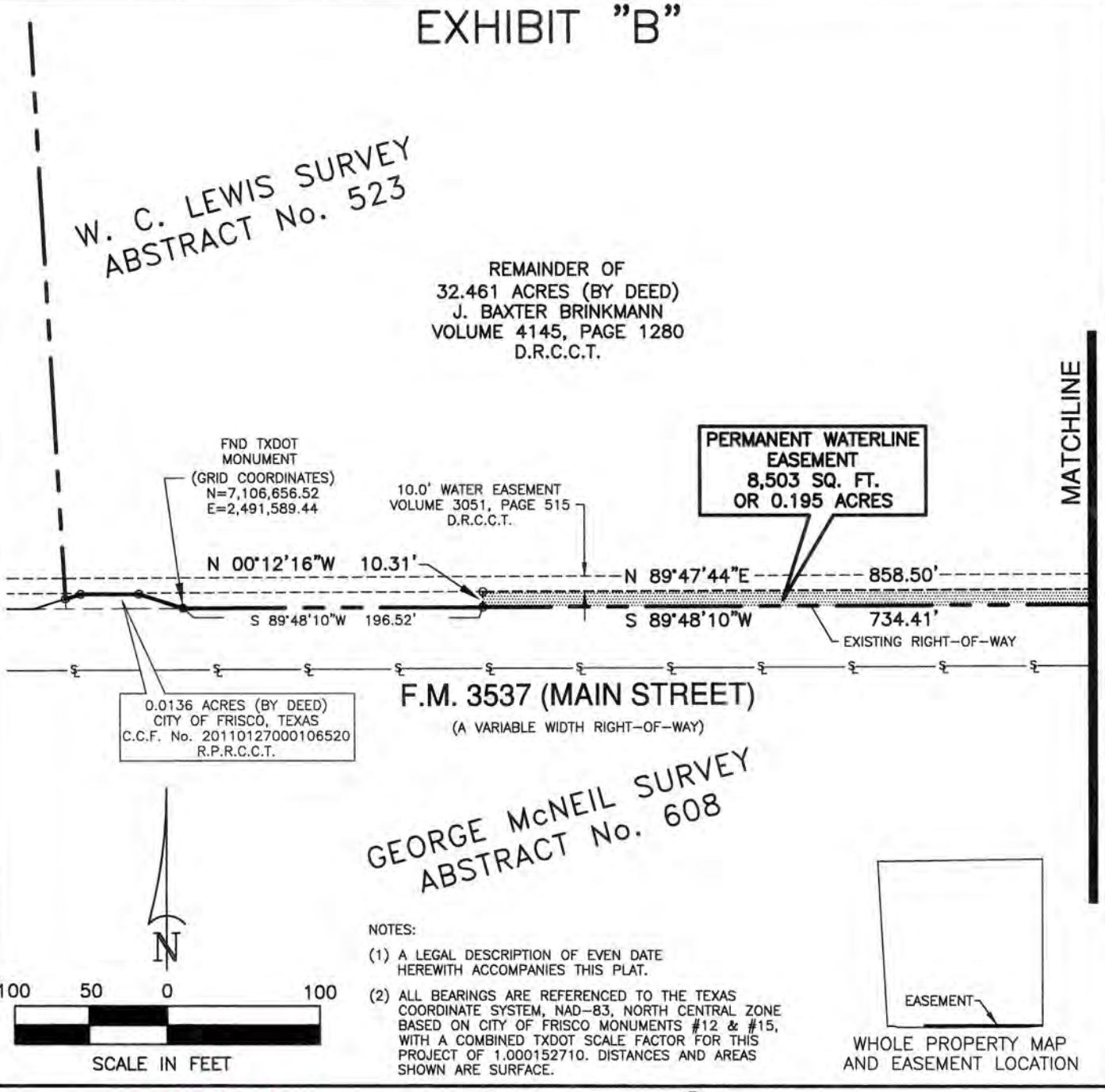
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 2	SCALE: 1" = 100'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 2-PE
OWNER: J. BAXTER BRINKMANN		
SURVEY: W. C. LEWIS SURVEY, ABSTRACT NO. 523		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 8,503 SQ. FT. OR 0.195 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 2 OF 2	SCALE: 1" = 100'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "5"
Depiction and Description of Easement on Property 3-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 3-PE
11228 F.M. 3537
W. C. LEWIS SURVEY, ABSTRACT No. 523
JOHN W. COX SURVEY, ABSTRACT No. 160

EXHIBIT "A"

Being a permanent waterline easement situated in the W. C. Lewis Survey, Abstract No. 523 and the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of a remainder of a 361.832 acre tract of land (by deed) deeded to Brinkmann Ranches, L.P. as recorded in County Clerk's File No. 94-0097823 of the Real Property Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT monument found for the northwest corner of a 1.647 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106530 of said Real Property Records of Collin County, Texas, said TxDOT monument being the northeast corner of a 0.0091 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106520 of said Real Property Records of Collin County, Texas, said TxDOT monument being in the east line of a 32.461 acre tract of land (by deed) deeded to J. Baxter Brinkmann as recorded in Volume 4145, Page 1280 of the Deed Records of Collin County, Texas, said TxDOT monument also being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said TxDOT monument having a grid coordinate of N=7,106,666.52 and E=2,492,644.26;

THENCE North 00 degrees 06 minutes 14 seconds West, with the east line of said 32.461 acre tract of land, a distance of 20.03 feet to a point for corner;

THENCE North 86 degrees 51 minutes 46 seconds East, a distance of 245.58 feet to a point for the beginning of a curve to the left having a radius of 5055.75 feet, a central angle of 02 degrees 53 minutes 40 seconds, and whose chord bears North 88 degrees 18 minutes 36 seconds East, a distance of 255.38 feet;

THENCE with said curve to the right an arc length of 255.41 feet to a point for corner;

THENCE North 89 degrees 45 minutes 26 seconds East, a distance of 221.61 feet to a point for corner;

THENCE North 83 degrees 02 minutes 07 seconds East, a distance of 93.99 feet to a point for corner;

THENCE North 89 degrees 45 minutes 25 seconds East, a distance of 49.90 feet to a point for corner;

THENCE North 89 degrees 45 minutes 25 seconds East, a distance of 230.81 feet to a point for corner;

THENCE South 89 degrees 59 minutes 34 seconds East, a distance of 206.65 feet to a point for corner;

THENCE South 82 degrees 49 minutes 31 seconds East, a distance of 88.18 feet to a point for corner;

THENCE South 89 degrees 59 minutes 34 seconds East, a distance of 55.22 feet to a point for corner;

THENCE South 89 degrees 44 minutes 37 seconds East, a distance of 1150.18 feet to a point for corner;

THENCE South 89 degrees 59 minutes 34 seconds East, a distance of 1049.54 feet to a point for corner;

THENCE South 89 degrees 49 minutes 31 seconds East, a distance of 235.18 feet to a point for corner;

THENCE North 89 degrees 51 minutes 06 seconds East, a distance of 499.46 feet to a point for corner;

THENCE South 89 degrees 59 minutes 47 seconds East, a distance of 2.25 feet to a point for corner in the east line of said 361.832 acre tract of land, said point being in the west line of an 11.780 acre tract of land (by deed) being further described as Tract 1 deeded to J. Baxter Brinkmann as recorded in Volume 5401, Page 5447 of said Deed Records of Collin County, Texas;

THENCE South 06 degrees 20 minutes 49 seconds West, with the east line of said 361.832 acre tract of land, the west line of said 11.780 acre tract of land, a distance of 20.12 feet to a 1/2 inch iron rod found for the southeast corner of said 361.832 acre tract of land, said 1/2 inch iron rod being the southwest corner of said 11.780 acre tract of land, said 1/2 inch iron rod also being in the north right-of-way line of said F.M. 3537, said 1/2 inch iron rod having a grid coordinate of N=7,106,685.30 and E=2,497,023.36;

THENCE South 89 degrees 51 minutes 06 seconds West, with the south line of said 361.832 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 499.49 feet to a TxDOT monument found for the east corner of said 1.647 acre tract of land, said TxDOT monument also being an angle point in the north right-of-way line of said F.M. 3537;

THENCE North 89 degrees 49 minutes 31 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 235.21 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,684.72 and E=2,496,288.79;

THENCE North 89 degrees 59 minutes 34 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 1049.55 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,684.85 and E=2,495,239.39;

THENCE North 89 degrees 44 minutes 37 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 1150.18 feet to a TxDOT monument found for corner;

THENCE North 89 degrees 59 minutes 34 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 56.43 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,690.00 and E=2,494,032.98;

THENCE North 82 degrees 49 minutes 31 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 88.18 feet to a TxDOT monument found for corner;

THENCE North 89 degrees 59 minutes 34 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 205.35 feet to a TxDOT monument found for corner;

THENCE South 89 degrees 45 minutes 25 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 210.79 feet to a TxDOT monument found for an exterior ell corner in the north line of said 1.647 acre tract of land, said TxDOT monument also being an exterior ell corner in the north right-of-way line of said F.M. 3537;

THENCE South 00 degrees 11 minutes 06 seconds East, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 11.00 feet to a TxDOT monument found for an interior ell corner in the north line of said 1.647 acre tract of land, said TxDOT monument also being an interior ell corner in the north right-of-way line of said F.M. 3537;

THENCE South 89 degrees 45 minutes 26 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 384.82 feet to a TxDOT monument found for the beginning of a curve to the left having a radius of 5035.75 feet, a central angle of 02 degrees 53 minutes 40 seconds, and whose chord bears South 88 degrees 18 minutes 36 seconds West, a distance of 254.37 feet;

THENCE with said curve to the left, with the north line of said 1.647 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 254.40 feet to a TxDOT monument found for corner;

THENCE South 86 degrees 51 minutes 46 seconds West, with the north line of said 1.647 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 246.64 feet to the **POINT OF BEGINNING**, and containing 88,926 square feet or 2.041 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

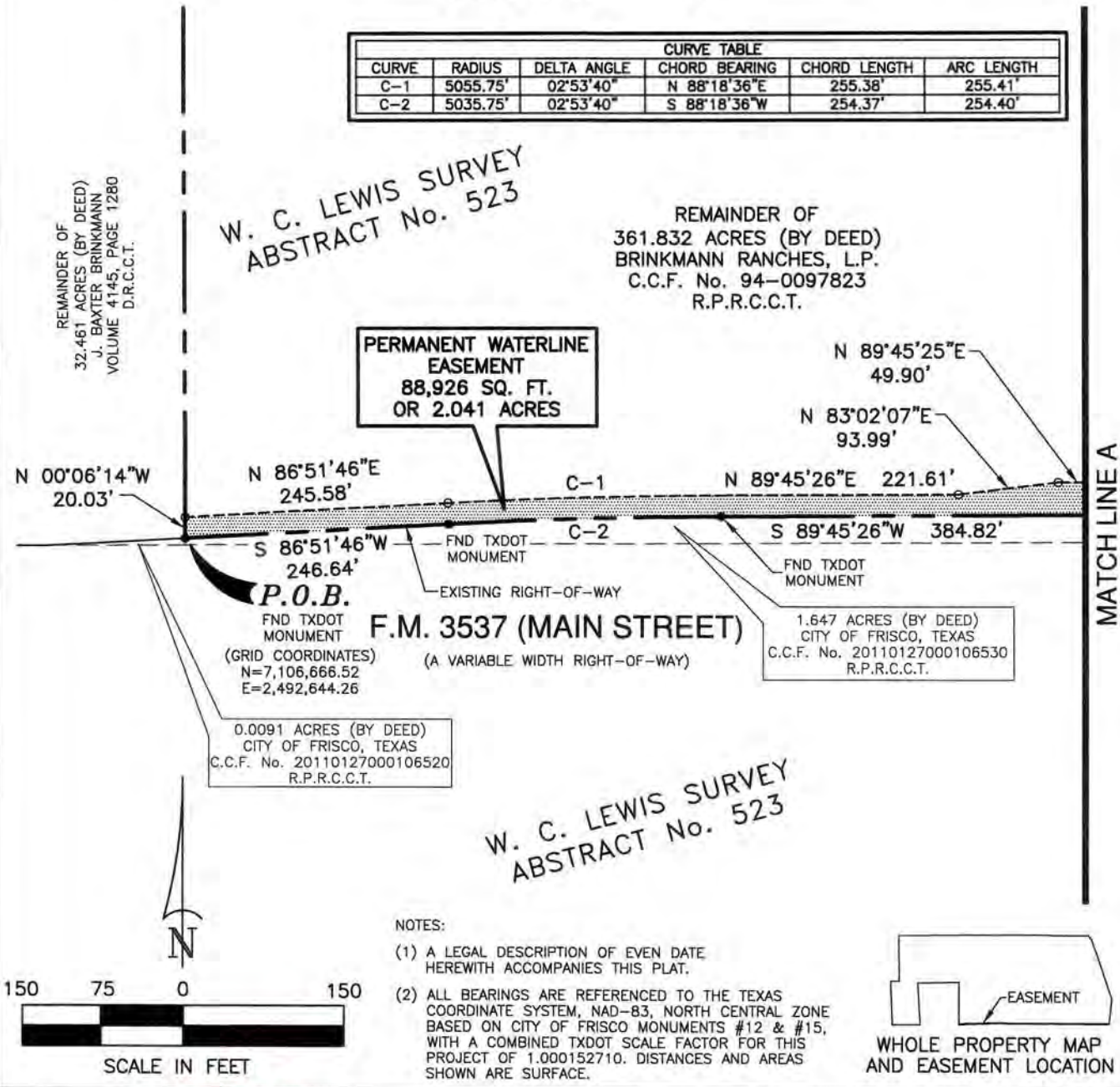
Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	5055.75'	02°53'40"	N 88°18'36"E	255.38'	255.41'
C-2	5035.75'	02°53'40"	S 88°18'36"W	254.37'	254.40'



NOTES:

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(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

WHOLE PROPERTY MAP AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

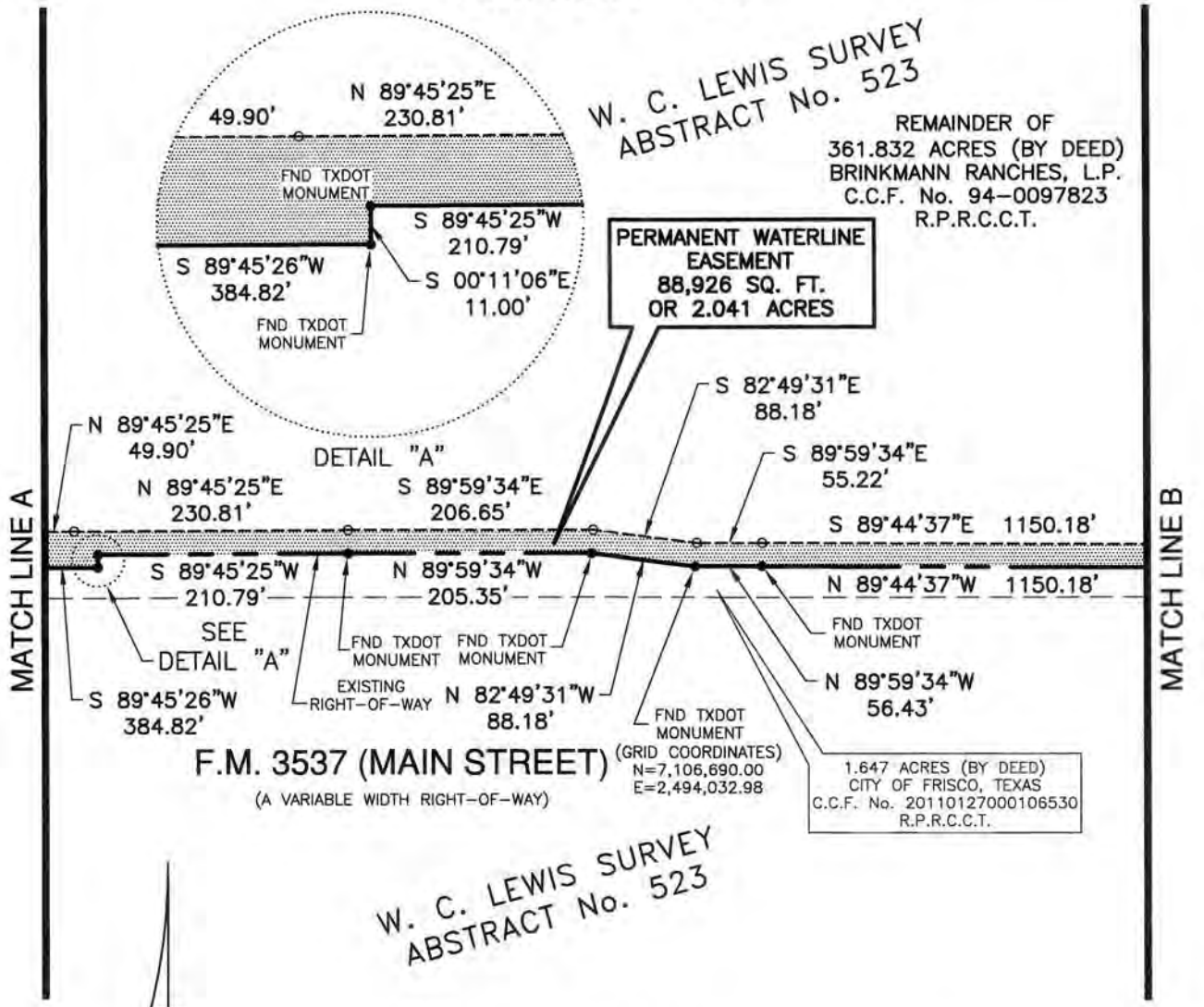
PERMANENT WATERLINE EASEMENT		PARCEL No: 3-PE
OWNER: BRINKMANN RANCHES, L.P.		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523 AND THE JOHN W. COX SURVEY, ABSTRACT NO. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 88,926 SQ. FT. OR 2.041 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 5	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

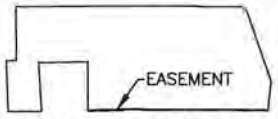
EXHIBIT "B"



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WHOLE PROPERTY MAP AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

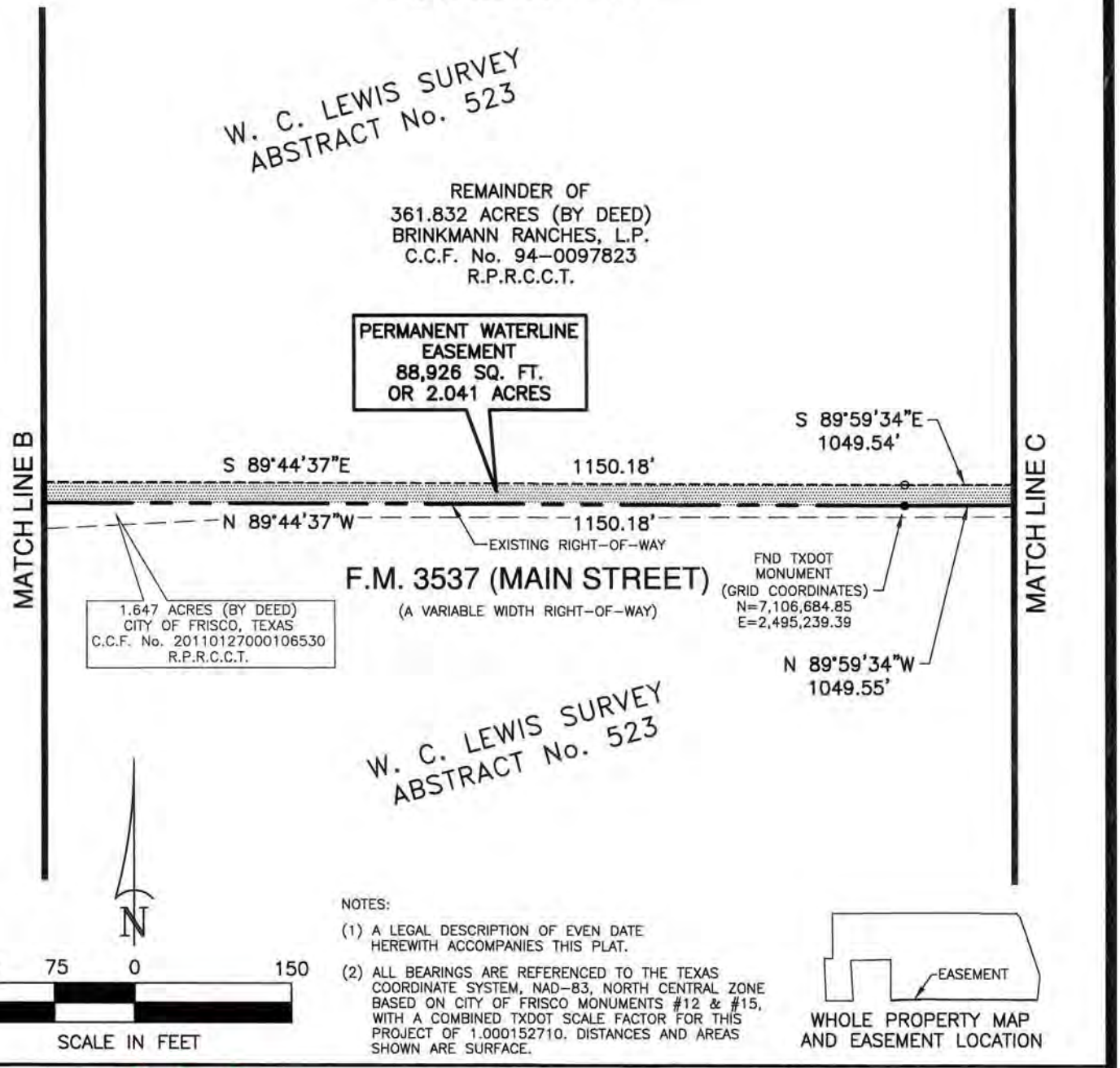
PERMANENT WATERLINE EASEMENT		PARCEL No: 3-PE
OWNER: BRINKMANN RANCHES, L.P.		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523 AND THE JOHN W. COX SURVEY, ABSTRACT NO. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 88,926 SQ. FT. OR 2.041 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 2 OF 5	SCALE: 1" = 150'



CURTIS SMITH
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EXHIBIT "B"



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WHOLE PROPERTY MAP AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

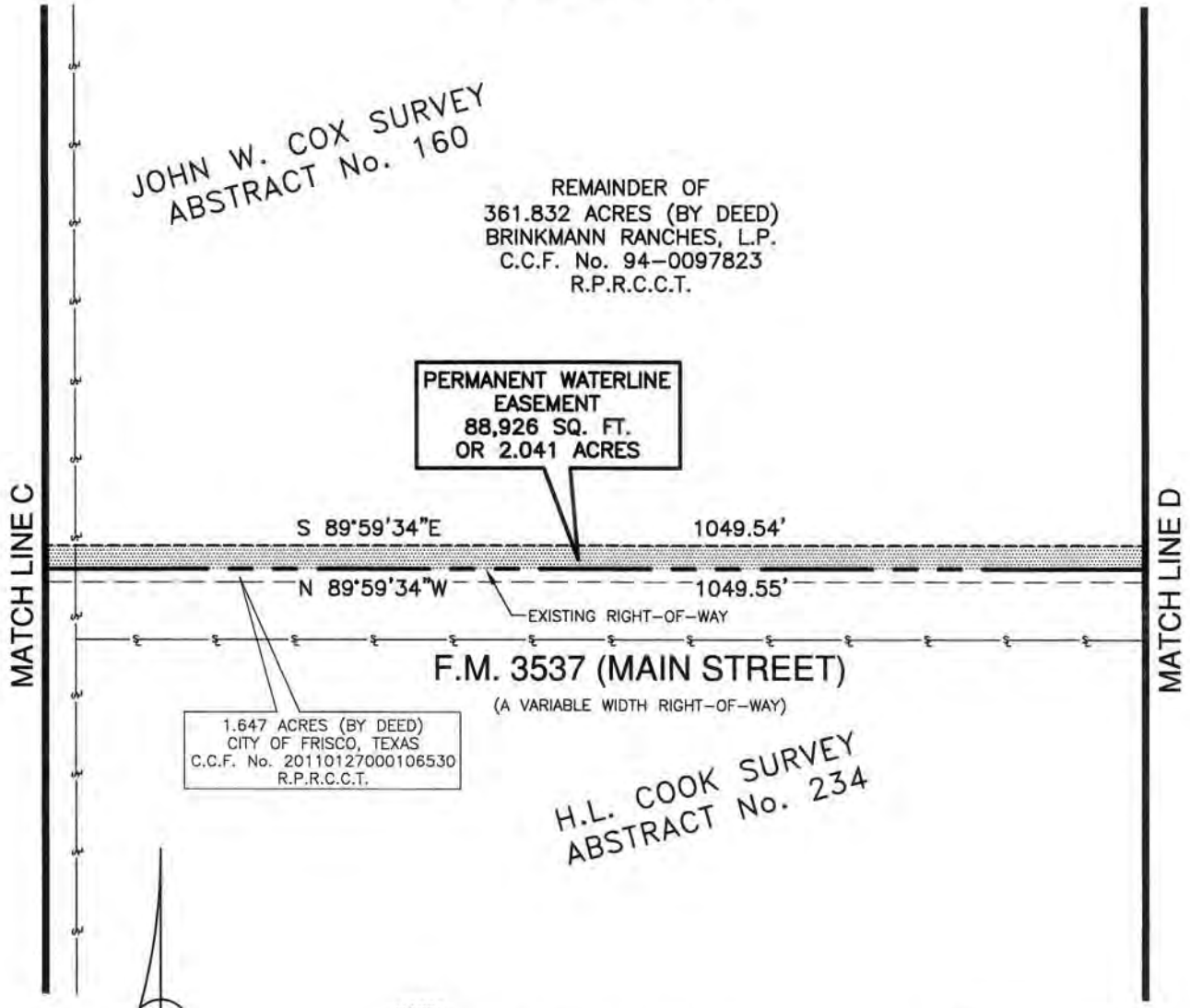
PERMANENT WATERLINE EASEMENT		PARCEL No: 3-PE
OWNER: BRINKMANN RANCHES, L.P.		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523 AND THE JOHN W. COX SURVEY, ABSTRACT NO. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 88,926 SQ. FT. OR 2.041 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 3 OF 5	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
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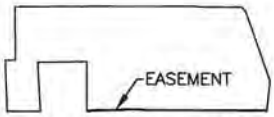
EXHIBIT "B"



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WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

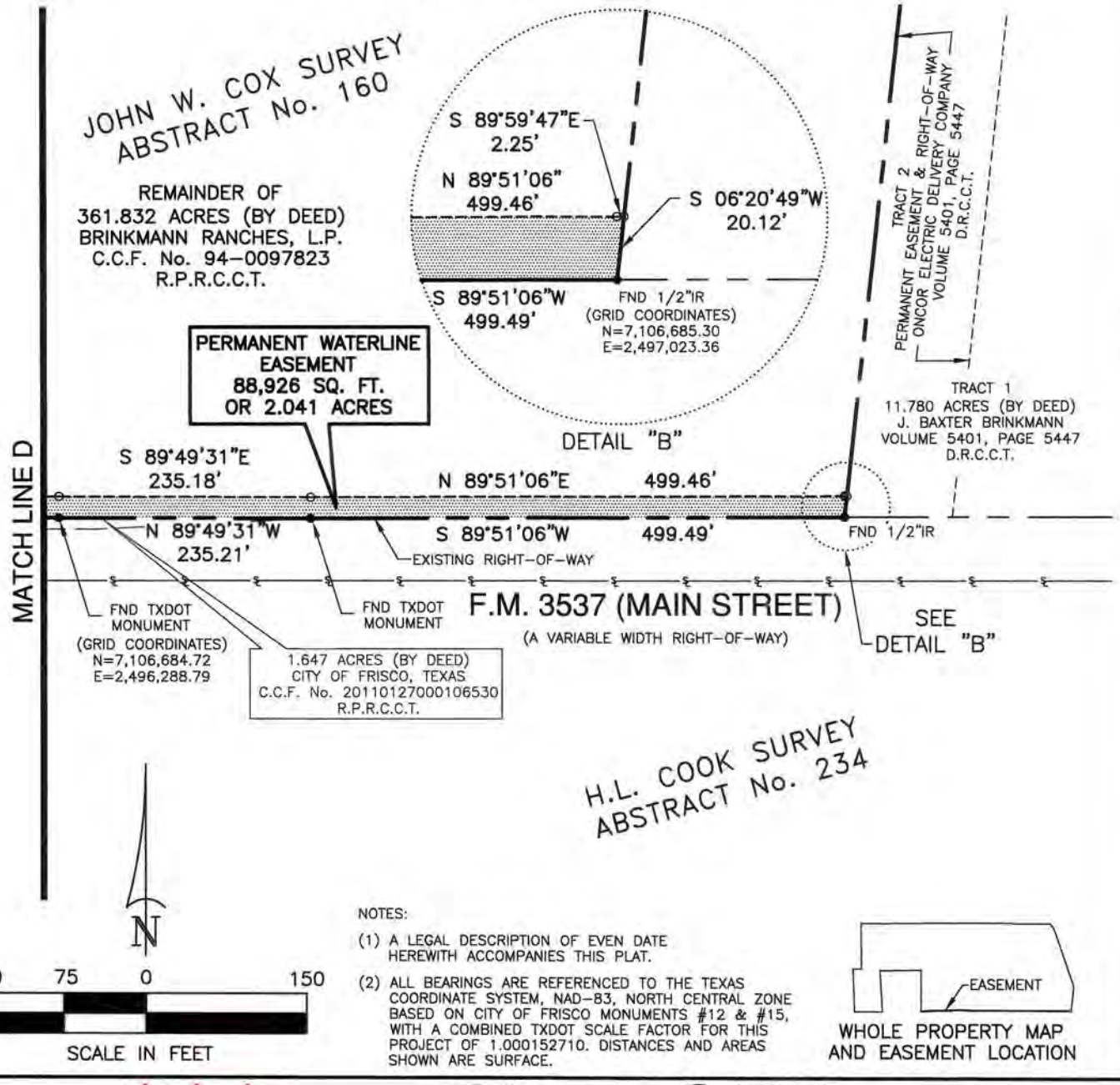
PERMANENT WATERLINE EASEMENT		PARCEL No: 3-PE
OWNER: BRINKMANN RANCHES, L.P.		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523 AND THE JOHN W. COX SURVEY, ABSTRACT NO. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 88,926 SQ. FT. OR 2.041 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 4 OF 5	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"



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WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 3-PE
OWNER: BRINKMANN RANCHES, L.P.		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523 AND THE JOHN W. COX SURVEY, ABSTRACT NO. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 88,926 SQ. FT. OR 2.041 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 5 OF 5	SCALE: 1" = 150'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "6"
Depiction and Description of Easement on Property 4-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 4-PE
12056 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 160

EXHIBIT "A"

Being a permanent waterline easement situated in the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of an 11.780 acre tract of land (by deed) being further described as Tract 1 deeded to J. Baxter Brinkmann as recorded in Volume 5401, Page 5447 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 11.780 acre tract of land, said 1/2 inch iron rod being the southeast corner of a 361.832 acre tract of land (by deed) deeded to Brinkmann Ranches, L.P. as recorded in County Clerk's File No. 94-0097823 of the Real Property Records of Collin County, Texas, said 1/2 inch iron rod being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod having a grid coordinate of N=7,106,685.30 and E=2,497,023.36;

THENCE North 06 degrees 20 minutes 49 seconds East, with the west line of said 11.780 acre tract of land and with the east line of said 361.832 acre tract of land, a distance of 20.12 feet to a point for corner;

THENCE North 89 degrees 56 minutes 05 seconds East, a distance of 535.90 feet to a point for corner in the east line of said 11.780 acre tract of land, said point being in the west line of a 84.748 acre tract of land (by deed) being further described as Tract 5 deeded to Collin County Two Trees Investments, L.P. as recorded in County Clerk's File No. 20090603000680800 of said Real Property Records of Collin County, Texas, said point also being in West Rowlett Creek;

THENCE South 22 degrees 45 minutes 57 seconds East, with the east line of said 11.780 acre tract of land, with the west line of said 84.748 acre tract of land, and with said Rowlett Creek, passing at a distance of 21.00 feet, a point for the apparent northwest corner of a 0.7738 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106540 of said Real Property Records of Collin County, Texas, in all, a distance of 22.39 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" found for the southeast corner of said 11.780 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the west line of said 84.748 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the apparent west line of said 0.7738 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the north right-of-way line of said F.M. 3537, said 5/8 inch iron rod with cap stamped "GORRONDONA" having a grid coordinate of N=7,106,685.26 and E=2,497,570.07, from which a TxDOT monument found for reference bears a radial bearing of North 44 degrees 50 minutes 59 seconds West, a distance of 1.35 feet;

THENCE North 89 degrees 59 minutes 47 seconds West, with the south line of said 11.780 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 546.79 feet to the **POINT OF BEGINNING**, and containing 11,002 square feet or 0.253 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

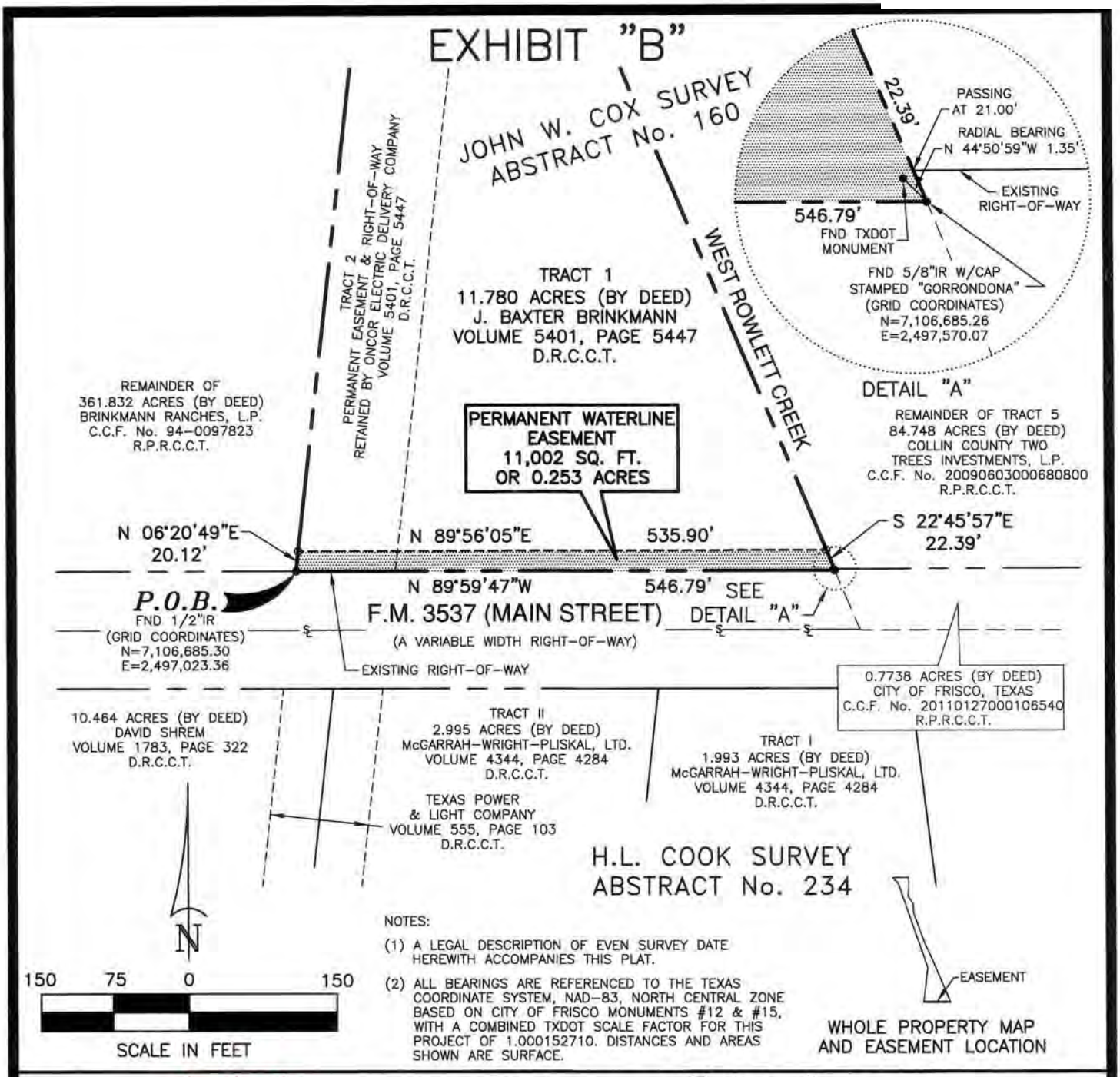
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT	PARCEL No: 4-PE
OWNER: J. BAXTER BRINKMANN	
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160	
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS	
EASEMENT ACQUISITION AREA: 11,002 SQ. FT. OR 0.253 ACRES	

JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 150'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
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REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "7"
Depiction and Description of Easement on Property 5-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 5-PE
12534 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 160

EXHIBIT "A"

Being a permanent waterline easement situated in the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of an 84.748 acre tract of land (by deed) being further described as Tract 5 deeded to Collin County Two Trees Investments, L.P. as recorded in County Clerk's File No. 20090603000680800 of the Real Property Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT monument found for corner in the east line of said 84.748 acre tract of land, said TxDOT monument being in the west line of a 167.769 acre tract of land (by deed) being further described as Tract 7 deeded to Brinkmann Ranches of Collin County, L.P. as recorded in Volume 6067, Page 1299 of said Deed Records of Collin County, Texas, said TxDOT monument being the northeast corner of a 0.7738 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 2011017000106540 of said Real Property Records of Collin County, Texas, said TxDOT monument being the northwest corner of a 0.0529 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106550 of said Real Property Records of Collin County, Texas, said TxDOT monument being in the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said TxDOT monument also being the beginning of a non-tangent curve to the left having a radius of 11525.55 feet, a central angle of 00 degrees 23 minutes 45 seconds, and whose chord bears North 89 degrees 39 minutes 16 seconds West, a distance of 79.62 feet; said TxDOT monument having a grid coordinate of N=7,106,687.23 and E=2,498,479.09;

THENCE with said non-tangent curve to the left, with the north line of said 0.7738 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 79.62 feet to a TxDOT monument found for corner;

THENCE North 77 degrees 00 minutes 04 seconds West, with the north line of said 0.7738 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 116.78 feet to a TxDOT monument found for corner;

THENCE South 89 degrees 58 minutes 59 seconds West, with the north line of said 0.7738 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 367.00 feet to a TxDOT monument found for corner;

THENCE South 75 degrees 09 minutes 33 seconds West, with the north line of said 0.7738 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 103.52 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,687.35 and E=2,497,818.72;

THENCE South 89 degrees 48 minutes 52 seconds West, with the north line of said 0.7738 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 249.23 feet to a point for corner in the west line of said 84.748 acre tract of land, said point being in the east line of an 11.780 acre tract of land (by deed) being further described as Tract 1 deeded to J. Baxter Brinkmann as recorded in Volume 5401, Page 5447 of the Deed Records of Collin County, Texas, said point also being in West Rowlett Creek, said point also being the apparent northwest corner of said 0.7738 acre tract of land, from which a TxDOT monument found for reference bears a radial bearing of South 51 degrees 58 minutes 39 seconds West, a distance of 0.53 feet and from which a 5/8 inch iron rod with cap stamped "GORRONDONA" found for the southeast corner of said 11.780 acre tract of land bears South 22 degrees 45 minutes 57 seconds East, a distance of 1.39 feet, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the west line of said 84.748 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the apparent west line of said 0.7738 acre tract of land, said 5/8 inch iron rod with cap stamped "GORRONDONA" also being in the north right-of-way line of said F.M. 3537;

THENCE North 22 degrees 45 minutes 57 seconds West, with the west line of said 84.748 acre tract of land, with the east line of said 11.780 acre tract of land and with said West Rowlett Creek, a distance of 21.00 feet to a point for corner;

THENCE North 89 degrees 56 minutes 05 seconds East, a distance of 14.26 feet to a point for corner;

THENCE North 89 degrees 39 minutes 43 seconds East, a distance of 240.46 feet to a point for corner;

THENCE North 75 degrees 09 minutes 33 seconds East, a distance of 103.55 feet to a point for corner;

THENCE North 89 degrees 58 minutes 59 seconds East, a distance of 371.88 feet to a point for corner;

THENCE South 77 degrees 00 minutes 04 seconds East, a distance of 116.81 feet to a point for the beginning of a non-tangent curve to the right having a radius of 11545.55 feet, a central angle of 00 degrees 22 minutes 58 seconds, and whose chord bears South 89 degrees 38 minutes 59 seconds East, a distance of 77.15 feet;

THENCE with said non-tangent curve to the right, an arc length of 77.15 feet to a point for corner in the east line of said 84.748 acre tract of land, said point also being in the west line of said 167.769 acre tract of land;

THENCE South 00 degrees 29 minutes 31 seconds East, with the east line of said 84.748 acre tract of land and with the west line of said 167.769 acre tract of land, a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 18,319 square feet or 0.421 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

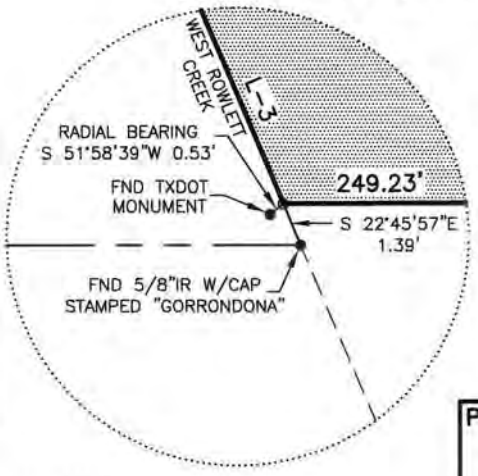
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"



REMAINDER OF TRACT 7
167.769 ACRES (BY DEED)
BRINKMANN RANCHES OF
COLLIN COUNTY, L.P.
VOLUME 6067, PAGE 1299
D.R.C.C.T.

JOHN W. COX SURVEY
ABSTRACT No. 160

REMAINDER OF TRACT 5
84.748 ACRES (BY DEED)
COLLIN COUNTY TWO
TREES INVESTMENTS, L.P.
C.C.F. No. 20090603000680800
R.P.R.C.C.T.

COUNTY ROAD 71 (COIT ROAD)

TRACT 1
11.780 ACRES (BY DEED)
J. BAXTER BRINKMANN
VOLUME 5401, PAGE 5447
D.R.C.C.T.

PERMANENT WATERLINE EASEMENT
18,319 SQ. FT.
OR 0.421 ACRES

N 75°09'33"E
103.55'
L-4
N 89°39'43"E 240.46'
N 89°58'59"E 371.88'
S 77°00'04"E
116.81'
C-2
L-5
L-2
S 89°58'59"W
367.00'
L-1
S 89°48'52"W 249.23'
FND TXDOT MONUMENT
EXISTING RIGHT-OF-WAY
FND TXDOT MONUMENT
FND TXDOT MONUMENT
C-1

FND TXDOT MONUMENT
(GRID COORDINATES)
N=7,106,687.35
E=2,497,818.72

SEE DETAIL "A"

F.M. 3537 (MAIN STREET)
(A VARIABLE WIDTH RIGHT-OF-WAY)

P.O.B.
FND TXDOT MONUMENT
(GRID COORDINATES)
N=7,106,687.23
E=2,498,479.09

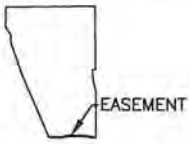
H.L. COOK SURVEY
ABSTRACT No. 234

0.7738 ACRES (BY DEED)
CITY OF FRISCO, TEXAS
C.C.F. No. 20110127000106540
R.P.R.C.C.T.

0.0529 ACRES (BY DEED)
CITY OF FRISCO, TEXAS
C.C.F. No. 20110127000106550
R.P.R.C.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 77°00'04"W	116.78'
L-2	S 75°09'33"W	103.52'
L-3	N 22°45'57"W	21.00'
L-4	N 89°56'05"E	14.26'
L-5	S 00°29'31"E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	11525.55'	00°23'45"	N 89°39'16"W	79.62'	79.62'
C-2	11545.55'	00°22'58"	S 89°38'59"E	77.15'	77.15'

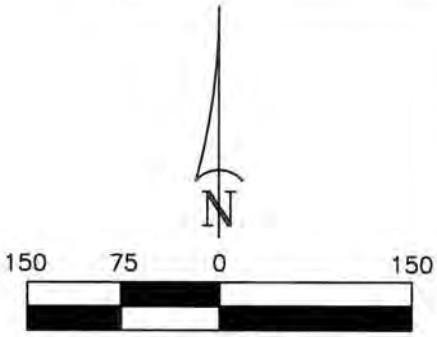


WHOLE PROPERTY MAP
AND EASEMENT LOCATION

NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.



SCALE IN FEET

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 5-PE
OWNER: COLLIN COUNTY TWO TREES INVESTMENTS, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 18,319 SQ. FT. OR 0.421 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "8"
Depiction and Description of Easement on Property 6-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 6-PE
13136 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 160

EXHIBIT "A"

Being a permanent waterline easement situated in the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of a 167.769 acre tract of land (by deed) being further described as Tract 7 deeded to Brinkmann Ranches of Collin County, L.P. as recorded in Volume 6067, Page 1299 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a TxDOT monument found for the northeast corner of a 0.0529 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106550 of the Real Property Records of Collin County, Texas, said TxDOT monument being in the west line of a 2.6324 acre tract of land (by deed) deeded to the City of Frisco as recorded in Volume 6011, Page 463 of said Deed Records of Collin County, Texas, said TxDOT monument also being the intersection of the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way with the west right-of-way line of County Road 71 (Coit Road), a variable width right-of-way, said TxDOT monument having a grid coordinate of N=7,106,711.29 and E=2,498,560.99;

THENCE South 44 degrees 48 minutes 27 seconds West, with the north line of said 0.0529 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 34.89 feet to a TxDOT monument found for the beginning of a non-tangent curve to the left having a radius of 11525.55 feet, a central angle of 00 degrees 17 minutes 06 seconds, and whose chord bears North 89 degrees 18 minutes 51 seconds West, a distance of 57.33 feet

THENCE with said non-tangent curve to the left, with the north line of said 0.0529 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 57.33 feet to a TxDOT monument found for corner in the west line of said 167.769 acre tract of land, said TxDOT monument being in the east line of an 84.748 acre tract of land (by deed) being further described as Tract 5 deeded to Collin County Two Trees Investments, LP as recorded in County Clerk's File No. 20090603000680800 of said Real Property Records of Collin County, Texas, said TxDOT monument being the northwest corner of said 0.0529 acre tract of land, said TxDOT monument being the northeast corner of a 0.7738 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106540 of said Real Property Records of Collin County, Texas, said TxDOT monument having a grid coordinate of N=7,106,687.23 and E=2,498,479.09;

THENCE North 00 degrees 29 minutes 31 seconds West, with the west line of said 167.769 acre tract of land and with the east line of said 84.748 acre tract of land, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the right having a radius of 11545.55 feet, a central angle of 00 degrees 14 minutes 41 seconds, and whose chord bears South 89 degrees 20 minutes 10 seconds East, a distance of 49.29 feet;

THENCE with said non-tangent curve to the right, an arc length of 49.29 feet to a point for corner;

THENCE North 44 degrees 48 minutes 27 seconds East, a distance of 21.34 feet to a point for corner;

THENCE North 89 degrees 01 minutes 37 seconds East, a distance of 17.58 feet to a point for corner in the west right-of-way line of said County Road 71;

THENCE South 00 degrees 58 minutes 23 seconds East, with the west right-of-way line of said County Road 71, a distance of 10.80 feet to the **POINT OF BEGINNING**, and containing 1,723 square feet or 0.040 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

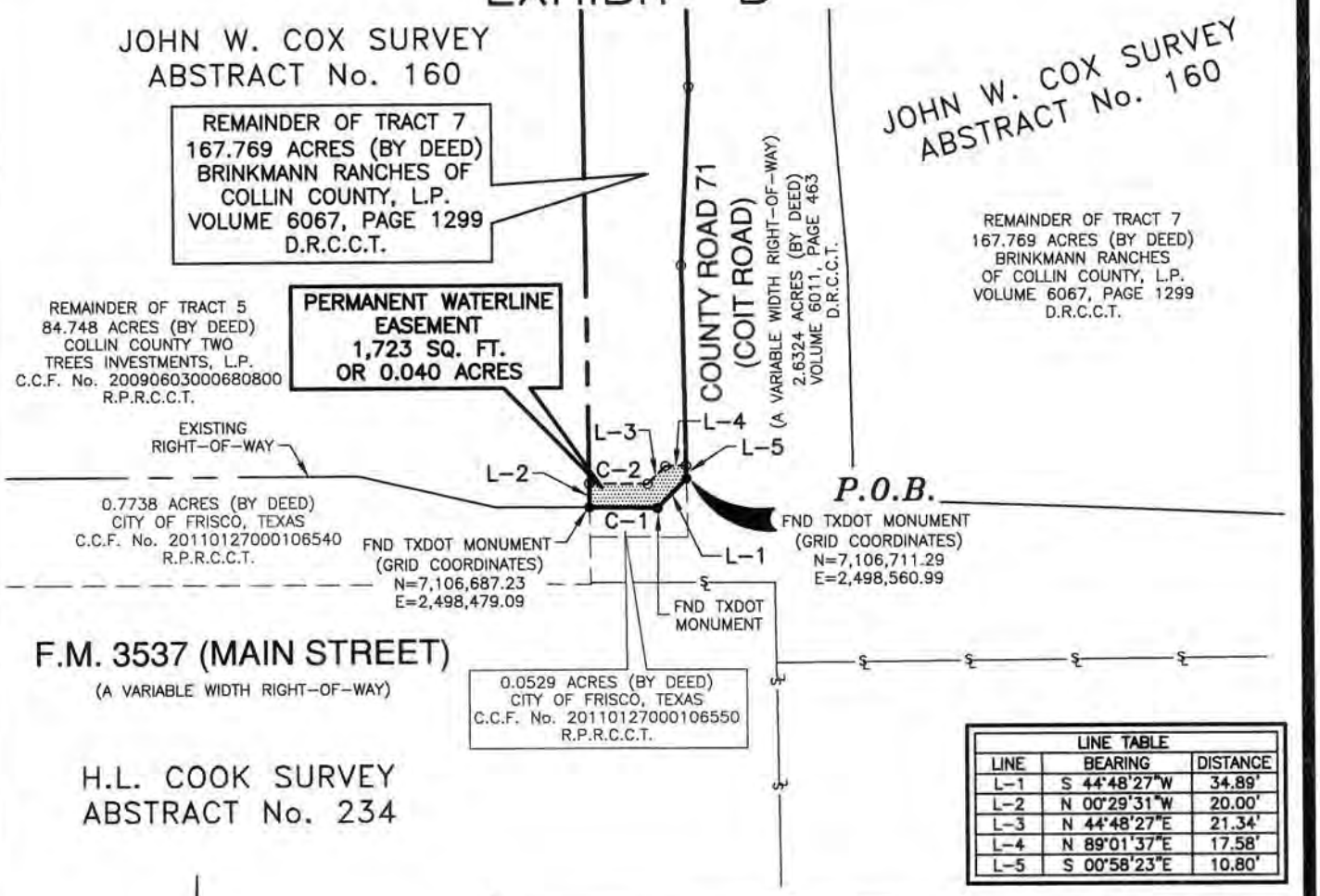
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 44°48'27"W	34.89'
L-2	N 00°29'31"W	20.00'
L-3	N 44°48'27"E	21.34'
L-4	N 89°01'37"E	17.58'
L-5	S 00°58'23"E	10.80'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	11525.55'	00°17'06"	N 89°18'51"W	57.33'	57.33'
C-2	11545.55'	00°14'41"	S 89°20'10"E	49.29'	49.29'

NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 6-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 1,723 SQ. FT. OR 0.040 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 150'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "9"
Depiction and Description of Easement on Property 7-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 7-PE
13136 & 14062 F.M. 3537
JOHN W. COX SURVEY, ABSTRACT No. 160

EXHIBIT "A"

Being a permanent waterline easement situated in the John W. Cox Survey, Abstract No. 160, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of a 167.769 acre tract of land (by deed) being further described as Tract 7 deeded to Brinkmann Ranches of Collin County, L.P. as recorded in Volume 6067, Page 1299 of the Deed Records of Collin County, Texas, and being a portion of the remainder of a 167.769 acre tract of land (by deed) being further described as Tract 6 deeded to Brinkmann Ranches of Collin County, L.P. as recorded in Volume 6067, Page 1299 of said Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNNING at a TxDOT monument found for the northwest corner of a 1.355 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106560 of the Real Property Records of Collin County, Texas, said TxDOT monument being in the east line of a 2.6324 acre tract of land (by deed) deeded to the City of Frisco as recorded in Volume 6011, Page 463 of said Deed Records of Collin County, Texas, said TxDOT monument being the intersection of the east right-of-way line of County Road 71 (Coit Road), a variable width right-of-way with the north right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said TxDOT monument having a grid coordinate of N=7,106,718.39 and E=2,498,700.87;

THENCE North 00 degrees 58 minutes 23 seconds West, with the east line of said 2.6324 acre tract of land and with the existing east right-of-way line of said County Road 71, a distance of 34.91 feet to a point for corner;

THENCE North 89 degrees 01 minutes 37 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 00 degrees 58 minutes 23 seconds East, a distance of 26.99 feet to a point for corner;

THENCE South 87 degrees 28 minutes 36 seconds East, a distance of 7.29 feet to a point for corner;

THENCE South 44 degrees 11 minutes 48 seconds East, a distance of 20.61 feet to a point for the beginning of a non-tangent curve to the left having a radius of 11515.89 feet, a central angle of 00 degrees 41 minutes 07 seconds, and whose chord bears South 87 degrees 55 minutes 10 seconds East, a distance of 137.74 feet;

THENCE with said non-tangent curve to the left, an arc length of 137.74 feet to a point for corner;

THENCE South 87 degrees 28 minutes 36 seconds East, a distance of 195.74 feet to a point for corner;

THENCE South 80 degrees 18 minutes 34 seconds East, a distance of 88.18 feet to a point for corner;

THENCE South 87 degrees 28 minutes 36 seconds East, a distance of 559.81 feet to a point for corner;

THENCE South 88 degrees 56 minutes 06 seconds East, a distance of 579.79 feet to appoint for corner;

THENCE North 89 degrees 36 minutes 24 seconds East, a distance of 830.69 feet to a point for corner;

THENCE North 79 degrees 12 minutes 04 seconds East, passing at a distance of 1.58 feet, a point for corner in the east line of said Tract 7, said point being in the west line of said Tract 6, in all, a distance of 110.64 feet to a point for corner;

THENCE North 89 degrees 36 minutes 24 seconds East, a distance of 115.67 feet to a point for corner;

THENCE South 68 degrees 36 minutes 03 seconds East, a distance of 53.85 feet to a point for corner;

THENCE North 89 degrees 36 minutes 24 seconds East, a distance of 890.50 feet to a point for corner;

THENCE North 89 degrees 18 minutes 34 seconds East, a distance of 1150.07 feet to a point for corner;

THENCE North 89 degrees 30 minutes 40 seconds East, a distance of 369.66 feet to a point for corner in the west line of an existing Permanent Meter Vault Easement granted to North Texas Municipal Water District as recorded in Volume 5741, Page 19 of said Deed Records of Collin County, Texas;

THENCE South 00 degrees 26 minutes 42 seconds East, with the west line of said existing Permanent Meter Vault Easement, a distance of 20.00 feet to a point for corner in the north line of a 1.353 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106570 of said Real Property Records of Collin County, Texas, said point also being in the north right-of-way line of said F.M. 3537, from which a TxDOT monument found for an angle point in the north line of said 1.353 acre tract of land bears North 89 degrees 30 minutes 40 seconds East, a distance of 30.98 feet, said TxDOT monument being an angle point in the north right-of-way line of said F.M. 3537, said TxDOT monument having a grid coordinate of N=7,106,658.65 and E=2,503,847.09;

THENCE South 89 degrees 30 minutes 40 seconds West, with the north line of said 1.353 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 369.60 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,655.23 and E=2,503,446.58;

THENCE South 89 degrees 18 minutes 34 seconds West, with the north line of said 1.353 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 215.51 feet to a point for corner in the north line of an existing easement granted to North Texas Municipal Water District as recorded in County Clerk's File No. 91-0072696 of the Real Property Records of Collin County, Texas;

THENCE South 89 degrees 33 minutes 18 seconds West, with the north line of said existing easement granted to North Texas Municipal Water District, passing at a distance of 934.57 feet, a point for corner, from which a TxDOT monument found for corner in the north line of said 1.353 acre tract of land bears South 00 degrees 26 minutes 42 seconds East, a distance of 4.01 feet, said TxDOT monument being in the north right-of-way line of said F.M. 3537, said TxDOT monument having a grid coordinate of N=7,106,641.37 and E=2,502,296.75, in all, a distance of 1836.97 feet to a point for corner in the north line of said 1.353 acre tract of land, said point being in the north right-of-way line of said F.M. 3537, from which a TxDOT monument found for an angle point in the north line of said 1.353 acre tract of land bears South 68 degrees 36 minutes 03 seconds East, a distance of 8.61 feet, said TxDOT monument being an angle point in the north right-of-way line of said F.M. 3537;

THENCE North 68 degrees 36 minutes 03 seconds West, with the north line of said 1.353 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 45.24 feet to a TxDOT monument found for corner;

THENCE South 89 degrees 36 minutes 24 seconds West, with the north line of said 1.353 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 110.00 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106,654.12 and E=2,501,242.40;

THENCE South 79 degrees 12 minutes 04 seconds West, with the north line of said 1.353 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 94.20 feet to a point for corner in the north line of said existing easement granted to North Texas Municipal Water District;

THENCE South 89 degrees 33 minutes 18 seconds West, with the north line of said existing easement granted to North Texas Municipal Water District, passing at a distance of 17.89 feet, a point for corner in the west line of said Tract 6, said point being in the east line of said Tract 7, in all, a distance of 932.61 feet to a point for corner in the north line of said 1.355 acre tract of land, said point being in the north right-of-way line of said F.M. 3537, from which a TxDOT monument found for corner in the north line of said 1.355 acre tract of land bears South 88 degrees 56 minutes 06 seconds East, a distance of 83.70 feet, said TxDOT monument being in the north right-of-way line of said F.M. 3537;

THENCE North 88 degrees 56 minutes 06 seconds West, with the north line of said 1.355 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 496.60 feet to a TxDOT monument found for corner, said TxDOT monument having a grid coordinate of N=7,106638.46 and E=2,499,721.00;

THENCE North 87 degrees 28 minutes 36 seconds West, with the north line of said 1.355 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 561.32 feet to a TxDOT monument found for corner;

THENCE North 80 degrees 18 minutes 34 seconds West, with the north line of said 1.355 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 88.18 feet to a TxDOT monument found for corner;

THENCE North 87 degrees 28 minutes 36 seconds West, with the north line of said 1.355 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 194.35 feet to a TxDOT monument found for the beginning of a curve to the right having a radius of 11535.89 feet, a central angle of 00 degrees 45 minutes 37 seconds, and whose chord bears North 87 degrees 52 minutes 53 seconds West, a distance of 153.08 feet;

THENCE with said curve to the right, with the north line of said 1.355 acre tract of land, and with the north right-of-way line of said F.M. 3537, an arc length of 153.09 feet to a TxDOT monument found corner;

THENCE North 44 degrees 11 minutes 48 seconds West, with the north line of said 1.355 acre tract of land and with the north right-of-way line of said F.M. 3537, a distance of 36.49 feet to the **POINT OF BEGINNING**, and containing 95,800 square feet or 2.199 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

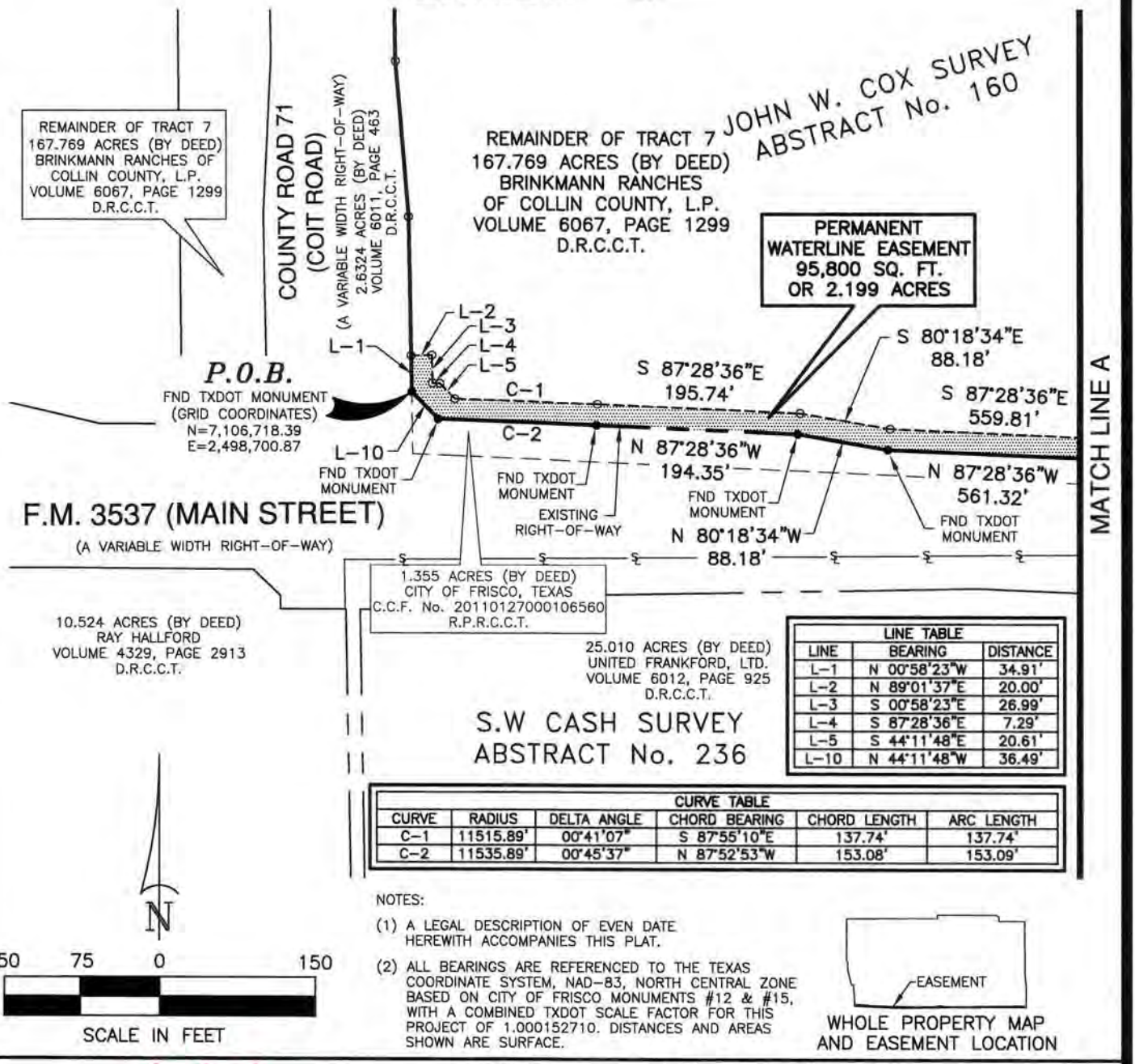
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: February 21, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N 00°58'23"W	34.91'
L-2	N 89°01'37"E	20.00'
L-3	S 00°58'23"E	26.99'
L-4	S 87°28'36"E	7.29'
L-5	S 44°11'48"E	20.61'
L-10	N 44°11'48"W	36.49'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	11515.89'	00°41'07"	S 87°55'10"E	137.74'	137.74'
C-2	11535.89'	00°45'37"	N 87°52'53"W	153.08'	153.09'

NOTES:

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WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

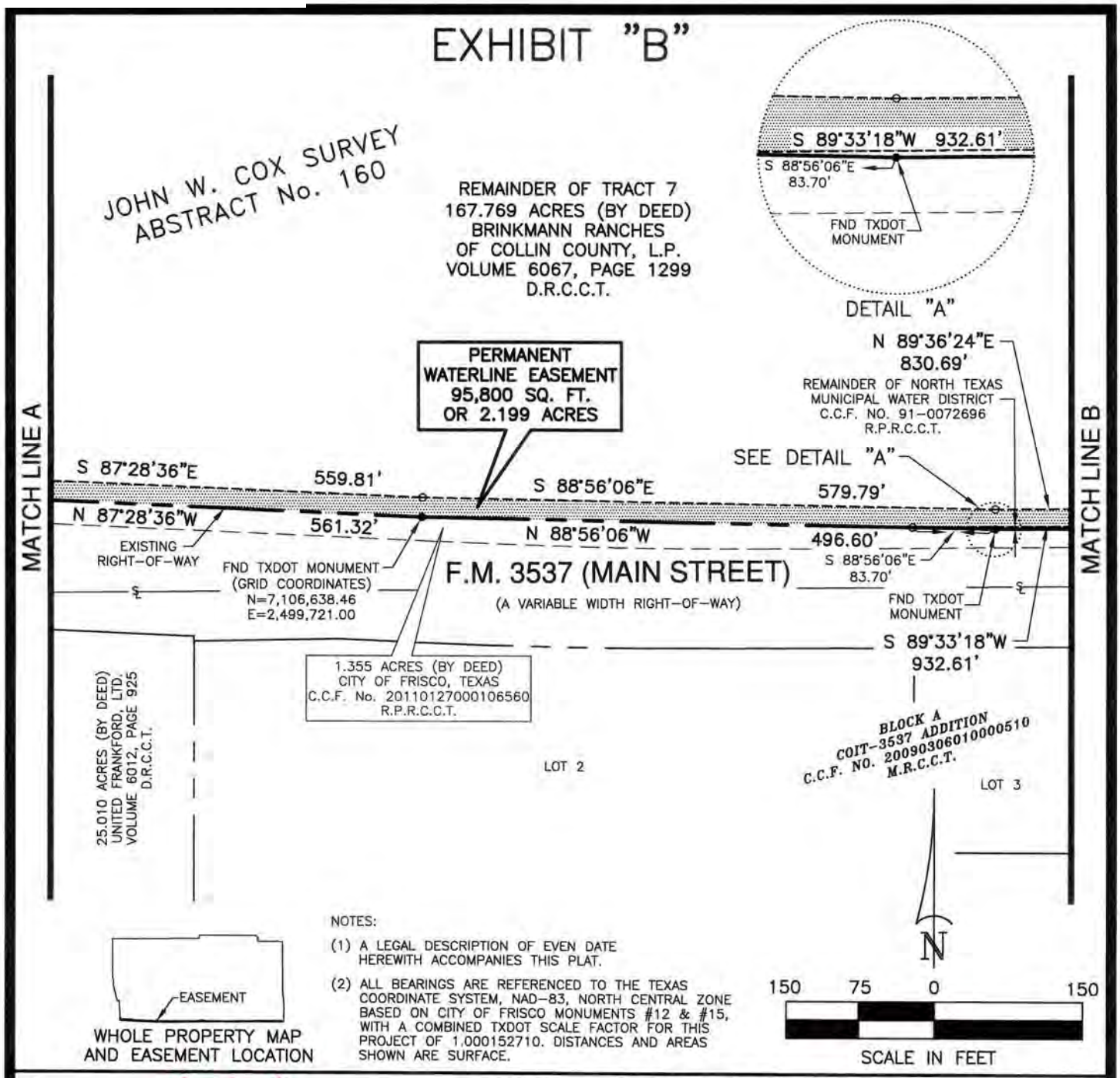
PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 95,800 SQ. FT. OR 2.199 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 1 OF 6	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"



WHOLE PROPERTY MAP
AND EASEMENT LOCATION

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FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
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EXHIBIT "B"

LINE TABLE		
LINE	BEARING	DISTANCE
L-6	S 68°36'03"E	8.61'
L-7	N 68°36'03"W	45.24'
L-8	S 89°36'24"W	110.00'
L-9	S 79°12'04"W	94.20'

JOHN W. COX SURVEY
ABSTRACT No. 160

REMAINDER OF TRACT 7
167.769 ACRES (BY DEED)
BRINKMANN RANCHES
OF COLLIN COUNTY, L.P.
VOLUME 6067, PAGE 1299
D.R.C.C.T.

PERMANENT
WATERLINE EASEMENT
95,800 SQ. FT.
OR 2.199 ACRES

MATCH LINE B

MATCH LINE C

DEED LINE

DETAIL "B"

L-7 1836.97'

L-6

FND TXDOT MONUMENT

N 79°12'04"E
110.64'

S 68°36'03"E
53.85'

N 89°36'24"E
115.67'

REMAINDER OF NORTH TEXAS
MUNICIPAL WATER DISTRICT
C.C.F. NO. 91-0072696
R.P.R.C.C.T.

PASSING AT 1.58'
EAST LINE TRACT 7
WEST LINE TRACT 6

N 89°36'24"E 830.69'

L-9 L-8 L-7

S 89°33'18"W 932.61'

EXISTING
RIGHT-OF-WAY

F.M. 3537 (MAIN STREET)

(A VARIABLE WIDTH RIGHT-OF-WAY)

PASSING AT 17.89'
EAST LINE TRACT 7
WEST LINE TRACT 6

FND TXDOT MONUMENT L-6

SEE DETAIL "B"

FND TXDOT MONUMENT FND TXDOT MONUMENT

1.355 ACRES (BY DEED)
CITY OF FRISCO, TEXAS
C.C.F. No. 20110127000106560
R.P.R.C.C.T.

LOT 1

LOT 2, BLOCK X

(GRID COORDINATES)
N=7,106,654.12
E=2,501,242.40

BLOCK A
COIT-3537 ADDITION
C.C.F. NO. 20090306010000510
M.R.C.C.T.

LOT 3

LOT 1

BLOCK A
CYPRESS CREEK PHASE 1
VOLUME R, PAGE 198
M.R.C.C.T.

1.353 ACRES (BY DEED)
CITY OF FRISCO, TEXAS
C.C.F. No. 20110127000106570
R.P.R.C.C.T.

LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15

PINEBRIDGE DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

N

150 75 0 150

SCALE IN FEET

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EASEMENT

WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

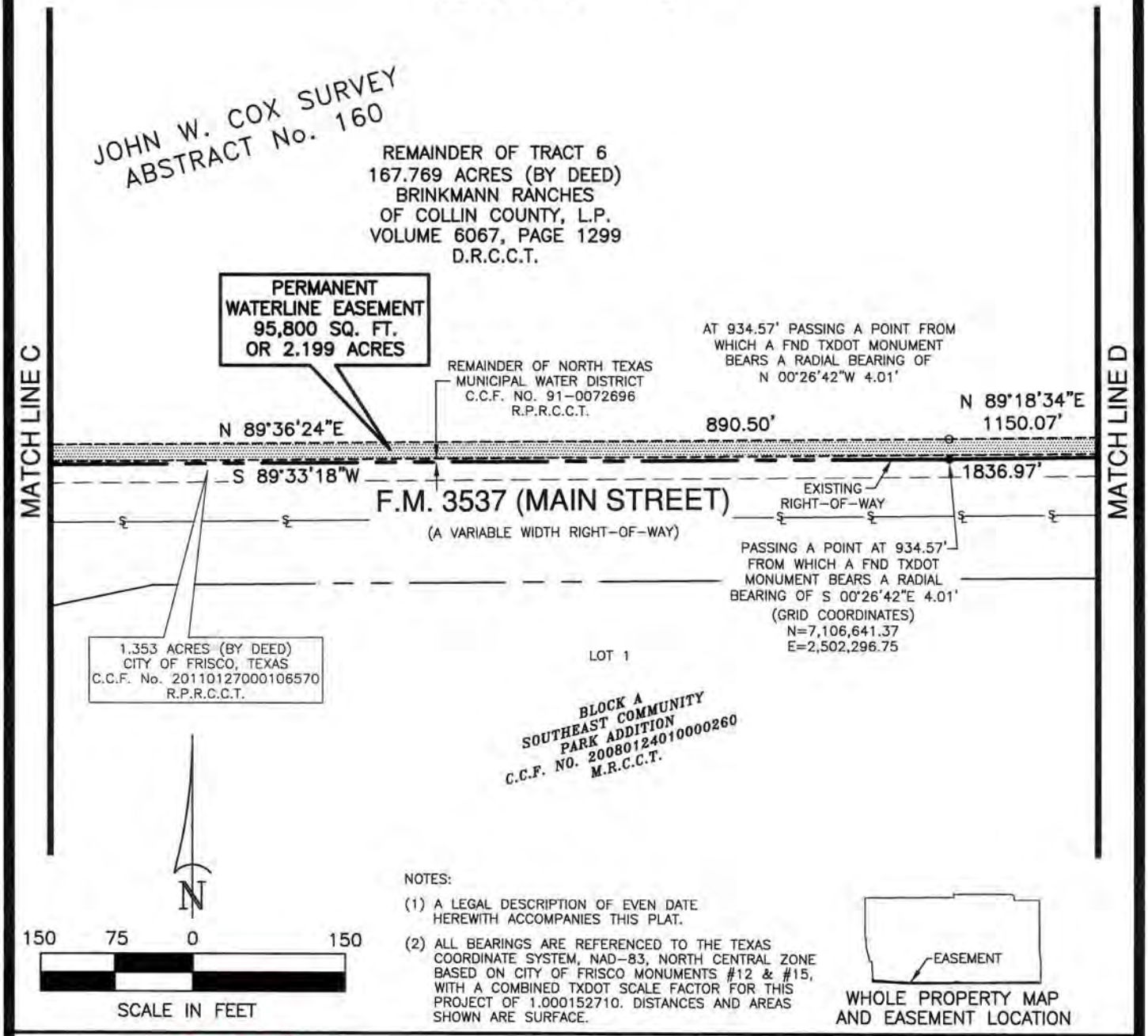
PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 95,800 SQ. FT. OR 2.199 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 3 OF 6	SCALE: 1" = 150'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "B"



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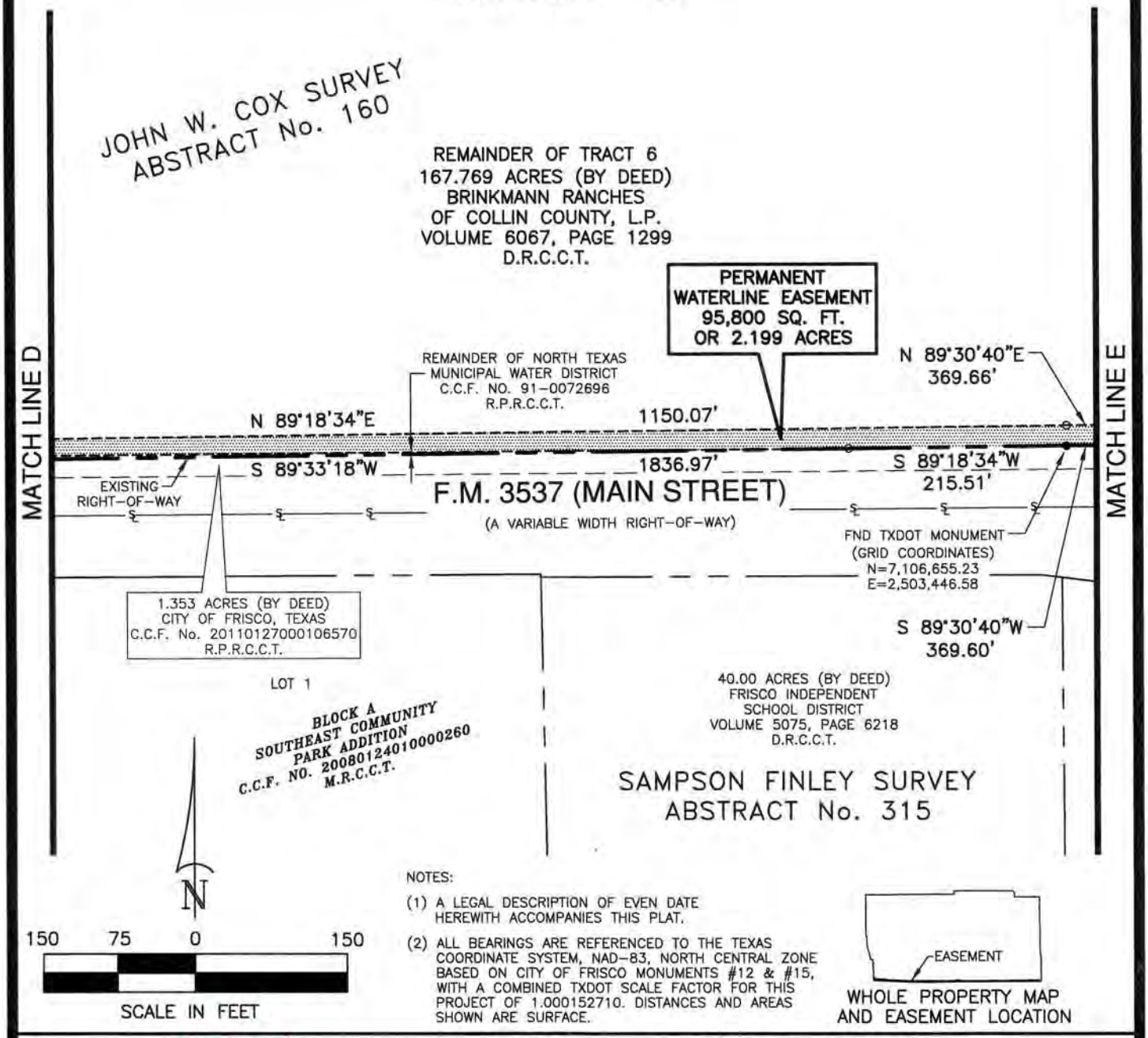
PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
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DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 4 OF 6	SCALE: 1" = 150'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
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EXHIBIT "B"



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City of Frisco

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F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

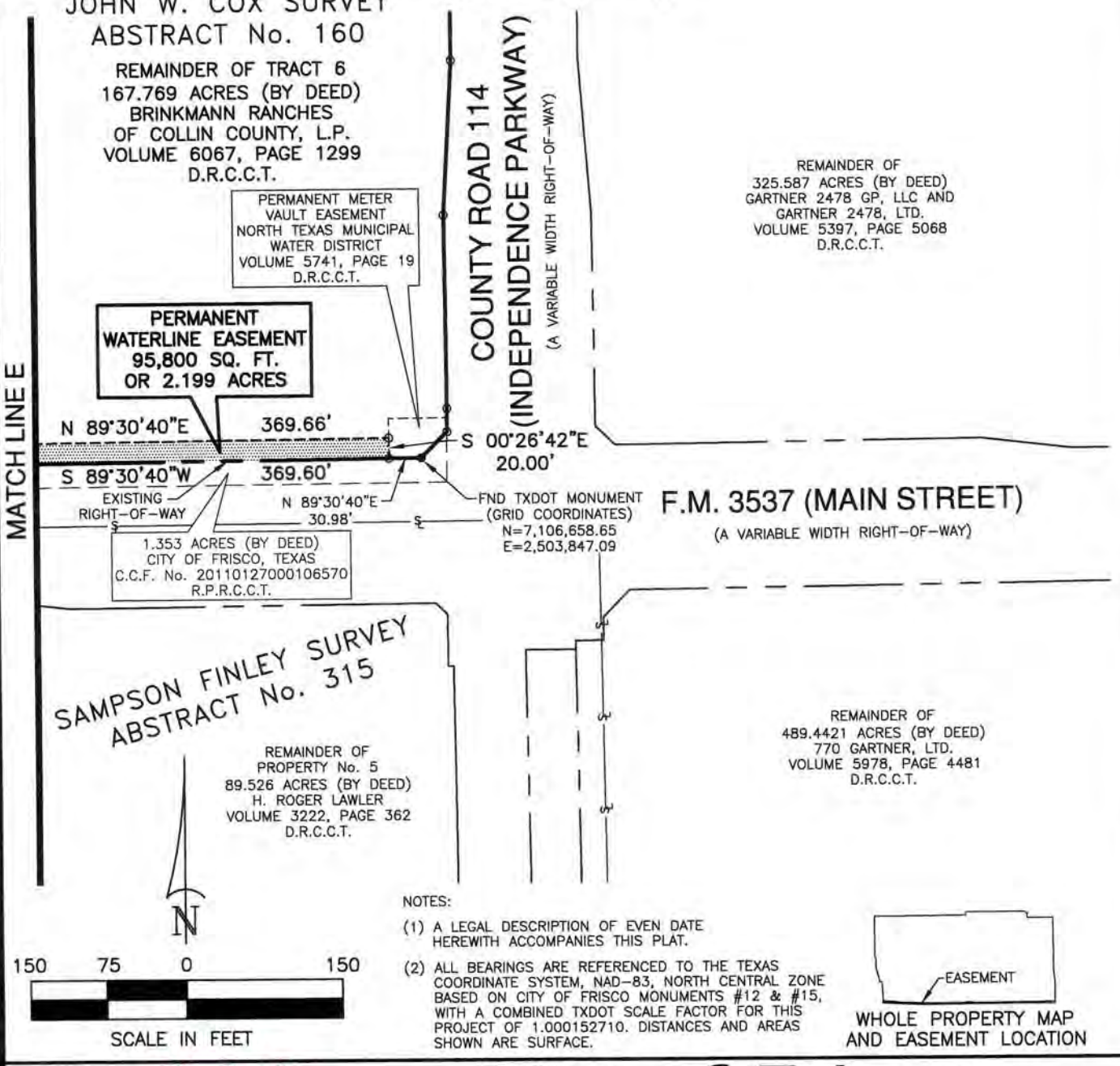
PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 95,800 SQ. FT. OR 2.199 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 5 OF 6	SCALE: 1" = 150'



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EXHIBIT "B"



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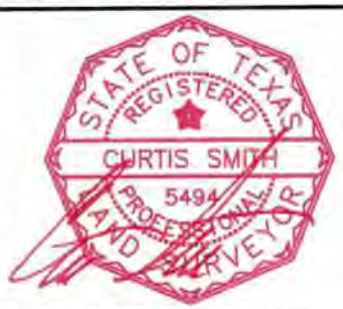
WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)



PERMANENT WATERLINE EASEMENT		PARCEL No: 7-PE
OWNER: BRINKMANN RANCHES OF COLLIN COUNTY, L.P.		
SURVEY: JOHN W. COX SURVEY, ABSTRACT No. 160		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 95,800 SQ. FT. OR 2.199 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: FEBRUARY 21, 2011	EXHIBIT B PAGE 6 OF 6	SCALE: 1" = 150'

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

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EXHIBIT "10"
Depiction and Description of Easement on Property 9-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 9-PE
14456 F.M. 3537
SAMPSON FINLEY SURVEY, ABSTRACT No. 315

EXHIBIT "A"

Being a permanent waterline easement situated in the Sampson Finley Survey, Abstract No. 315, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of the remainder of an 89.526 acre tract of land (by deed) being further described as Property No. 5 deeded to H. Roger Lawler as recorded in Volume 3222, Page 362 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "BH&C" found for the southeast corner of a 0.3019 acre tract of land (by deed) deeded to the City of Frisco, Texas, as recorded in County Clerk's File No. 20110127000106590 of the Real Property Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "BH&C" being an exterior ell corner in the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod with cap stamped "BH&C" being the intersection of the east line of a 40.00 acre tract of land (by deed) deeded to Frisco Independent School District as recorded in Volume 5075, Page 6218 of said Deed Records of Collin County, Texas with the proposed south right-of-way line of said F.M. 3537, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,523.59 and E=2,503,441.36; THENCE South 83 degrees 15 minutes 18 seconds East, with the proposed south right-of-way line of said F.M. 3537, a distance of 66.44 feet to a point for corner; THENCE North 89 degrees 30 minutes 40 seconds East, with the proposed south right-of-way line of said F.M. 3537, a distance of 287.39 feet to the **POINT OF BEGINNING** of the herein described permanent waterline easement;

THENCE North 89 degrees 30 minutes 40 seconds East, with the proposed south right-of-way line of said F.M. 3537, a distance of 64.88 feet to a 1/2 inch iron rod with cap stamped "BH&C" found for corner, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,518.76 and E=2,503,859.78;

THENCE South 45 degrees 36 minutes 14 seconds East, with the proposed south right-of-way line of said F.M. 3537, a distance of 15.26 feet to a point for the intersection of the proposed south right-of-way line of said F.M. 3537 with the existing west right-of-way line of County Road 114 (Independence Parkway), a variable width right-of-way and the west line of a 0.128 acre tract of land (by deed) deeded to the City of Frisco as recorded in County Clerk's File No. 20071130001602210 of said Real Property Records of Collin County, Texas;

THENCE South 00 degrees 40 minutes 52 seconds East, with the west line of said 0.128 acre tract of land and with the existing west right-of-way line of said County Road 114, a distance of 21.24 feet to a point for corner;

THENCE North 45 degrees 36 minutes 14 seconds West, a distance of 24.11 feet to a point for corner;

THENCE South 89 degrees 30 minutes 40 seconds West, a distance of 58.68 feet to a point for corner;

THENCE North 00 degrees 29 minutes 20 seconds West, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 1,222 square feet or 0.028 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: November 28, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494

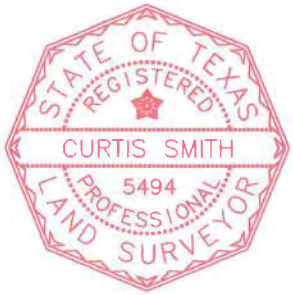
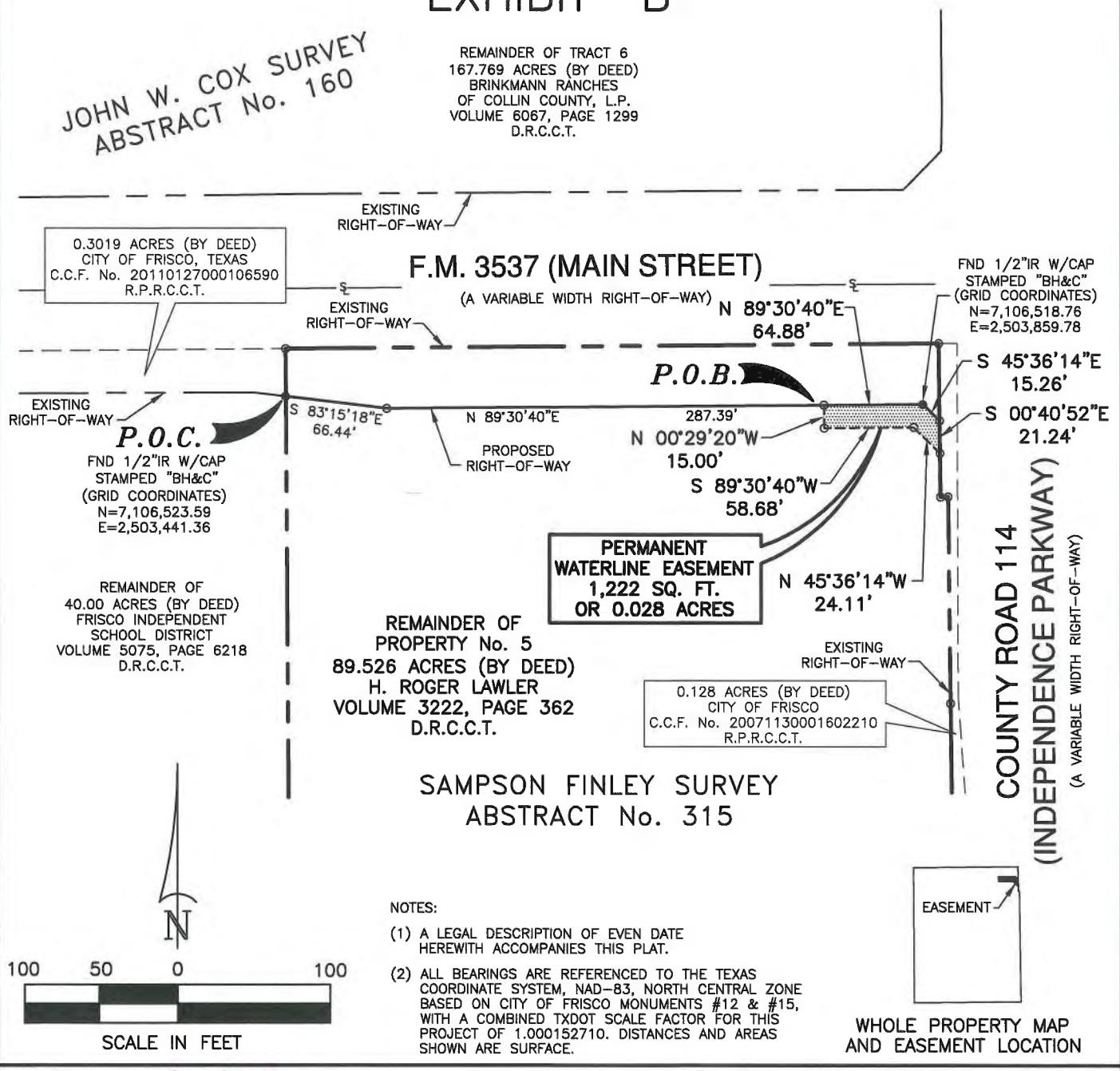


EXHIBIT "B"



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FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 9-PE
OWNER: H. ROGER LAWLER		
SURVEY: SAMPSON FINLEY SURVEY, ABSTRACT No. 315		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 1,222 SQ. FT. OR 0.028 ACRES		
JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: NOVEMBER 28, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 100'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "11"
Depiction and Description of Easement on Property 11-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 11-PE
13160 F.M. 3537
LOT 3, BLOCK A, COIT-3537 ADDITION

EXHIBIT "A"

Being a permanent waterline easement out of Lot 3, Block A of Coit-3537 Addition, an addition to the City of Frisco, Collin County, Texas as recorded in County Clerk's File No. 20090306010000510 of the Map Records of Collin County, Texas, said Lot 3 being deeded to United Frankford, Ltd. as recorded in Volume 4433, Page 2144 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "RPLS 5686" found for the northwest corner of Lot 1, Block A of Cypress Creek Phase 1, an addition to the City of Frisco, Collin County, Texas as recorded in Volume R, Page 198 of said Map Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "RPLS 5686" being the northeast corner of Lot 1, Block A of said Coit-3537 Addition, said 1/2 inch iron rod with cap stamped "RPLS 5686" being in the existing south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way; THENCE South 89 degrees 36 minutes 57 seconds West, with the most eastern north line of said Lot 1, Block A of said Coit-3537 Addition and with the existing south right-of-way line of said F.M. 3537, a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "RPLS 5686" found for the northeast corner of said Lot 3, said 1/2 inch iron rod with cap stamped "RPLS 5686" being the most westerly northeast corner of said Lot 1, Block A of said Coit-3537 Addition and having grid coordinates of N=7,106,510.25 and E=2,500,506.60, from which a 1/2 inch iron rod with cap stamped "RPLS 5686" found for corner in the north line of Lot 2, Block A of said Coit-3537 Addition bears South 89 degrees 36 minutes 57 seconds West, a distance of 500.94 feet, said 1/2 inch iron rod with cap stamped "RPLS 5686" being in the existing south right-of-way line of said F.M. 3537 and having grid coordinates of N=7,106,506.89 and E=2,500,005.75; THENCE South 00 degrees 23 minutes 03 seconds East, with the east line of said Lot 3 and with the most northerly west line of said Lot 1, Block A of said Coit-3537 Addition, a distance of 25.64 feet to a point for corner in the north line of a 15.0' Water Easement as recorded in County Clerk's File No. 2009030601000510 of said Map Records of Collin County, Texas, from which a 1/2 inch iron rod with cap stamped "RPLS 5686" found for the southeast corner of said Lot 3 bears South 00 degrees 23 minutes 03 seconds East, a distance of 184.99 feet, said 1/2 inch iron rod with cap stamped "RPLS 5686" being an interior ell corner in said Lot 1, Block A of said Coit-3537 Addition; THENCE South 89 degrees 44 minutes 59 seconds West, with the north line of said 15.0' Water Easement, a distance of 123.91 feet to the **POINT OF BEGINNING** of the herein described permanent waterline easement;

THENCE South 89 degrees 44 minutes 59 seconds West, with the north line of said 15.0' Water Easement, a distance of 15.00 feet to a point for corner;

THENCE North 00 degrees 09 minutes 42 seconds West, a distance of 15.32 feet to a point for corner in the south line of a 10.0' Street Easement as shown on said Coit-3537 Addition;

THENCE North 89 degrees 36 minutes 57 seconds East, with the south line of said 10.0' Street Easement, a distance of 15.00 feet to a point for corner;

THENCE South 00 degrees 09 minutes 42 seconds East, a distance of 15.35 feet to the **POINT OF BEGINNING**, and containing 230 square feet or 0.005 acres of land, more or less.

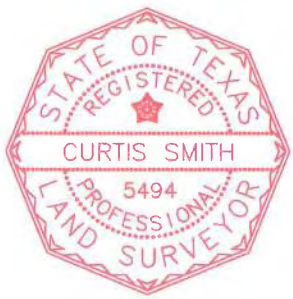
Notes:

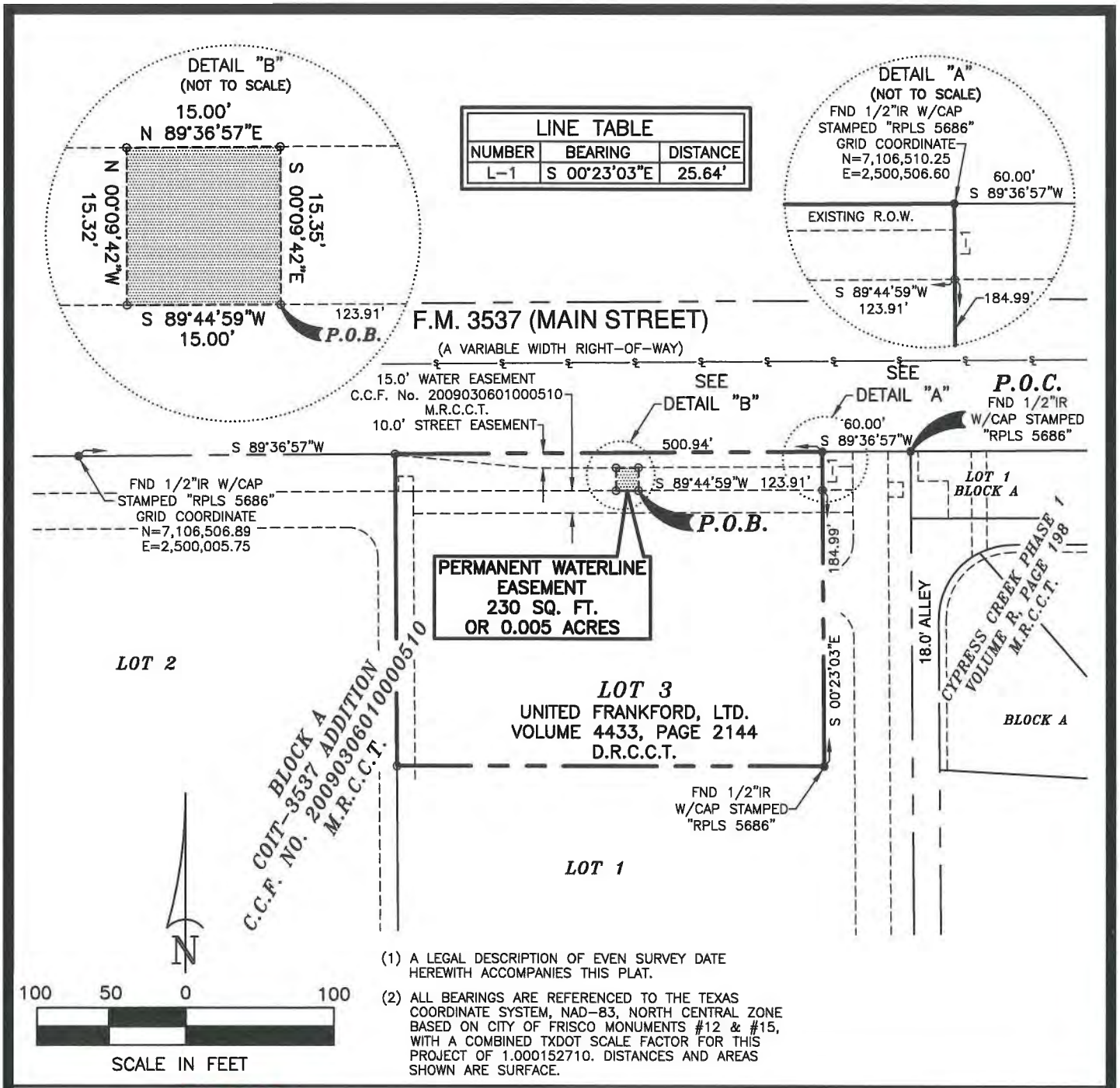
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Date: November 22, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494





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FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 11-PE
OWNER: UNITED FRANKFORD, LTD.		
SURVEY: COIT-3537 ADDITION		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 230 SQ. FT. OR 0.005 ACRES		
JOB NO. FNI1002.00	DRAWN BY: D.P.	CADD FILE: EASEMENTS.DWG
DATE: NOVEMBER 22, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 100'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "12"
Depiction and Description of Easement on Property 13-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 13-PE
11065 F.M. 3537
LOT 1, BLOCK A, HILLCREST PLACE

EXHIBIT "A"

Being a permanent waterline easement out of Lot 1, Block A of Hillcrest Place, an addition to the City of Frisco, Collin County, Texas as recorded in Volume N, Page 308 of the Map Records of Collin County, Texas, said Lot 1 being deeded to Lambert FM #3537, Ltd as recorded in Volume 5265, Page 4816 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 2 inch aluminum disk found for the most westerly northwest corner of said Lot 1, said 2 inch aluminum disk being the intersection of the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, with the east right-of-way line of Hillcrest Road, a 120.0' right-of-way, said 2 inch aluminum disk being the most westerly northwest corner of a 5.0' Sidewalk Easement as recorded in Volume N, Page 308 of said Map Records of Collin County, Texas; THENCE North 44 degrees 45 minutes 46 seconds East, with the northwest line of said Lot 1, with the northwest line of said 5.0' Sidewalk Easement and with the south right-of-way line of said F.M. 3537, a distance of 35.36 feet to a point for the most northerly northwest corner of said Lot 1, said point being an angle point in the south right-of-way line of said F.M. 3537, said point being the most northerly northwest corner of an existing 10.0' Water Easement as recorded in Volume N, page 308 of said Map Records of Collin County, Texas, said point also being the most northerly northwest corner of said 5.0' Sidewalk Easement, from which a 1/2 inch iron rod with cap stamped "Weir & Assoc." found for reference bears North 44 degrees 45 minutes 46 seconds East, a distance of 0.22 feet, said 1/2 inch iron rod with cap stamped "Weir & Assoc." having grid coordinates of N=7,106,554.23 and E=2,493,624.04; THENCE North 89 degrees 45 minutes 46 seconds East, with the north line of said Lot 1, with the north line of said 5.0' Sidewalk Easement, with the north line of said 10.0' Water Easement and with the south right-of-way line of said F.M. 3537, a distance of 12.50 feet to the **POINT OF BEGINNING** of the herein described permanent waterline easement, said point being the northeast corner of said existing 10.0' Water Easement;

THENCE North 89 degrees 45 minutes 46 seconds East, with the north line of said Lot 1, with the north line of said 5.0' Sidewalk Easement and with the south right-of-way line of said F.M. 3537, a distance of 86.83 feet to a point for corner;

THENCE North 89 degrees 59 minutes 38 seconds East, with the north line of said Lot 1, with the north line of said 5.0' Sidewalk Easement and with the south right-of-way line of said F.M. 3537, a distance of 23.50 feet to a point for an exterior ell corner in the north line of a 24.0' Firelane, Access and Utility Easement as recorded in Volume N, Page 308 of said Map Records of Collin County, Texas, from which an "X" in concrete found for an angle point in the north line of said Lot 1 bears North 89 degrees 59 minutes 38 seconds East, a distance of 52.17 feet, said "X" in concrete being an angle point in the south right-of-way line of said F.M. 3537 and having grid coordinates of N=7,106,554.50 and E=2,493,798.85;

THENCE South 00 degrees 00 minutes 22 seconds East, with the north line of said 24.0' Firelane, Access and Utility Easement, a distance of 8.00 feet to a point for the beginning of a curve to the right having a radius of 20.00 feet, a central angle of 05 degrees 44 minutes 21 seconds and whose chord bears South 02 degrees 51 minutes 48 seconds West, a chord distance of 2.00 feet;

THENCE with said curve to the right and with the north line of said 24.0' Firelane, Access and Utility Easement, an arc length of 2.00 feet to a point for corner;

THENCE South 89 degrees 59 minutes 38 seconds West, a distance of 23.38 feet to a point for corner;

THENCE South 89 degrees 45 minutes 46 seconds West, a distance of 86.81 feet to a point for corner in the east line of said existing 10.0' Water Easement;

THENCE North 00 degrees 14 minutes 14 seconds West, with the east line of said existing 10.0' Water Easement, a distance of 10.00 feet to the **POINT OF BEGINNING**, and containing 1,103 square feet or 0.025 acres of land, more or less.

Notes:

(1) A plat of even survey date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: October 14, 2010

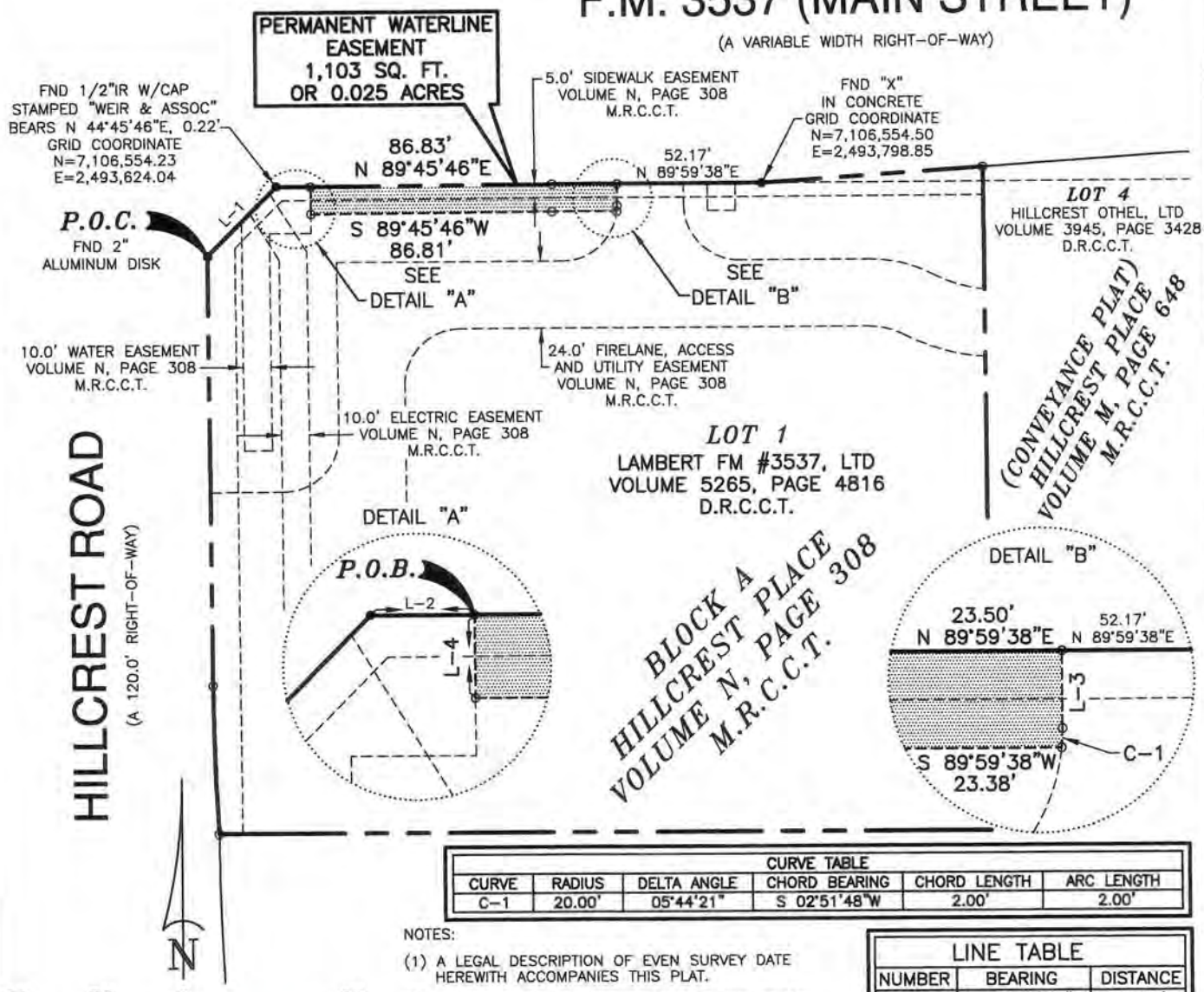
Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"

F.M. 3537 (MAIN STREET)

(A VARIABLE WIDTH RIGHT-OF-WAY)



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	20.00'	05°44'21"	S 02°51'48"W	2.00'	2.00'

NOTES:

(1) A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L-1	N 44°45'46"E	35.36'
L-2	N 89°45'46"E	12.50'
L-3	S 00°00'22"E	8.00'
L-4	N 00°14'14"W	10.00'

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 13-PE
OWNER: LAMBERT FM #3537, LTD		
SURVEY: HILLCREST PLACE		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 1,103 SQ. FT. OR 0.025 ACRES		
JOB NO. FNI1002.00	DRAWN BY: D.P.	CADD FILE: EASEMENTS.DWG
DATE: OCTOBER 14, 2010	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 60'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "13"
Depiction and Description of Easement on Property 14-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 14-PE
10501 F.M. 3537
LOT 1, BLOCK A, PRESTON TRAIL COMMUNITY CHURCH ADDITION

EXHIBIT "A"

Being a permanent waterline easement out of Lot 1, Block A of Preston Trail Community Church Addition, an addition to the City of Frisco, Collin County, Texas as recorded in County Clerk's File No. 2006-398 of the Map Records of Collin County, Texas, said Lot 1 being deeded to Preston Trail Ministries, Inc. as recorded in County Clerk's File No. 2006-0207000162770 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "BH&C" found in the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod with cap stamped "BH&C" being the southeast corner of a 0.1181 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110826000903980 of said Deed Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "BH&C" being in the east line of Lot 2, Block A of said Preston Trail Community Church Addition, said 1/2 inch iron rod with cap stamped "BH&C" being in the west line of a 5.7144 acre tract of land (by deed) deeded to Main at Hillcrest, L.P. as recorded in Volume 5307, Page 2259 of said Deed Records of Collin County, Texas; THENCE South 87 degrees 35 minutes 41 seconds West, with the south right-of-way line of said F.M. 3537 and with the south line of said 0.1181 acre tract of land, a distance of 174.77 feet to a point for the southwest corner of said 0.1181 acre tract of land, said point being the southeast corner of a 0.2124 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110826000903930 of said Deed Records of Collin County, Texas, said point being in the west line of said Lot 2, said point also being in the east line of said Lot 1, from which a 1/2 inch iron rod with cap stamped "BH&C" found for reference bears South 79 degrees 39 minutes 02 seconds East, a distance of 0.42 feet, said 1/2 inch iron rod with cap stamped "BH&C" having grid coordinates of N=7,106,526.01 and E=2,492,289.21; THENCE South 87 degrees 35 minutes 41 seconds West, with the south line of said 0.2124 acre tract of land and with the south right-of-way line of said F.M. 3537, a distance of 32.45 feet to the **POINT OF BEGINNING** of the herein described permanent waterline easement, said point being in the west line of an existing Firelane, Access, and Utility Easement as recorded in County Clerk's File No. 2006-398 of said Map Records of Collin County, Texas;

THENCE South 19 degrees 04 minutes 01 seconds East, with the east line of said existing Firelane, Access, and Utility Easement, a distance of 15.66 feet to a point for corner;

THENCE South 87 degrees 35 minutes 41 seconds West, a distance of 68.98 feet to a point for the beginning of a curve to the right having a radius of 5045.00 feet, a central angle of 01 degrees 07 minutes 52 seconds, and whose chord bears South 88 degrees 09 minutes 37 seconds West, a distance of 99.59 feet;

THENCE with said curve to the right, an arc length of 99.59 feet to a point for corner;

THENCE South 00 degrees 37 minutes 40 seconds East, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the right having a radius of 5065.00 feet, a central angle of 00 degrees 10 minutes 11 seconds, and whose chord bears South 88 degrees 48 minutes 47 seconds West, a distance of 15.00 feet;

THENCE with said non-tangent curve to the right, an arc length of 15.00 feet to a point for corner in the east line of an existing Firelane, Access, and Utility Easement as recorded in County Clerk's File No. 2006-398 of said Map Records of Collin County, Texas;

THENCE North 00 degrees 37 minutes 40 seconds West, with the east line of said existing Firelane, Access, and Utility Easement, a distance of 35.00 feet to a point for corner in the south line of said 0.2124 acre tract of land, said point being in the south right-of-way line of said F.M. 3537, said point being the beginning of a non-tangent curve to the left having a radius of 5030.00 feet, a central angle of 01 degrees 18 minutes 00 seconds, and whose chord bears North 88 degrees 14 minutes 41 seconds East, a distance of 114.13 feet, from which a TxDOT Monument found for the southwest corner of said 0.2124 acre tract of land bears a chord bearing of South 89 degrees 06 minutes 59 seconds West, a distance of 39.00 feet, said TxDOT Monument being in the west line of said Lot 1, said TxDOT Monument being in the east line of a 27.5500 acre tract of land (by deed) deeded to Collin County Two Trees Investments, L.P. as recorded in County Clerk's File No. 20090603000680780 of said Deed Records of Collin County, Texas, said TxDOT Monument also having grid coordinates of N=7,106,517.92 and E=2,492,038.91;

THENCE with said non-tangent curve to the left, with the south line of said 0.2124 acre tract of land and with the south right-of-way line of said F.M. 3537, an arc length of 114.13 feet to a point for corner;

THENCE North 87 degrees 35 minutes 41 seconds East, with the south line of said 0.2124 acre tract of land and with the south right-of-way line of said F.M. 3537, a distance of 64.49 feet to the **POINT OF BEGINNING**, and containing 3,016 square feet or 0.069 acres of land, more or less.

Notes:

(1) A plat of even survey date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a Permanent waterline combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: December 6, 2011

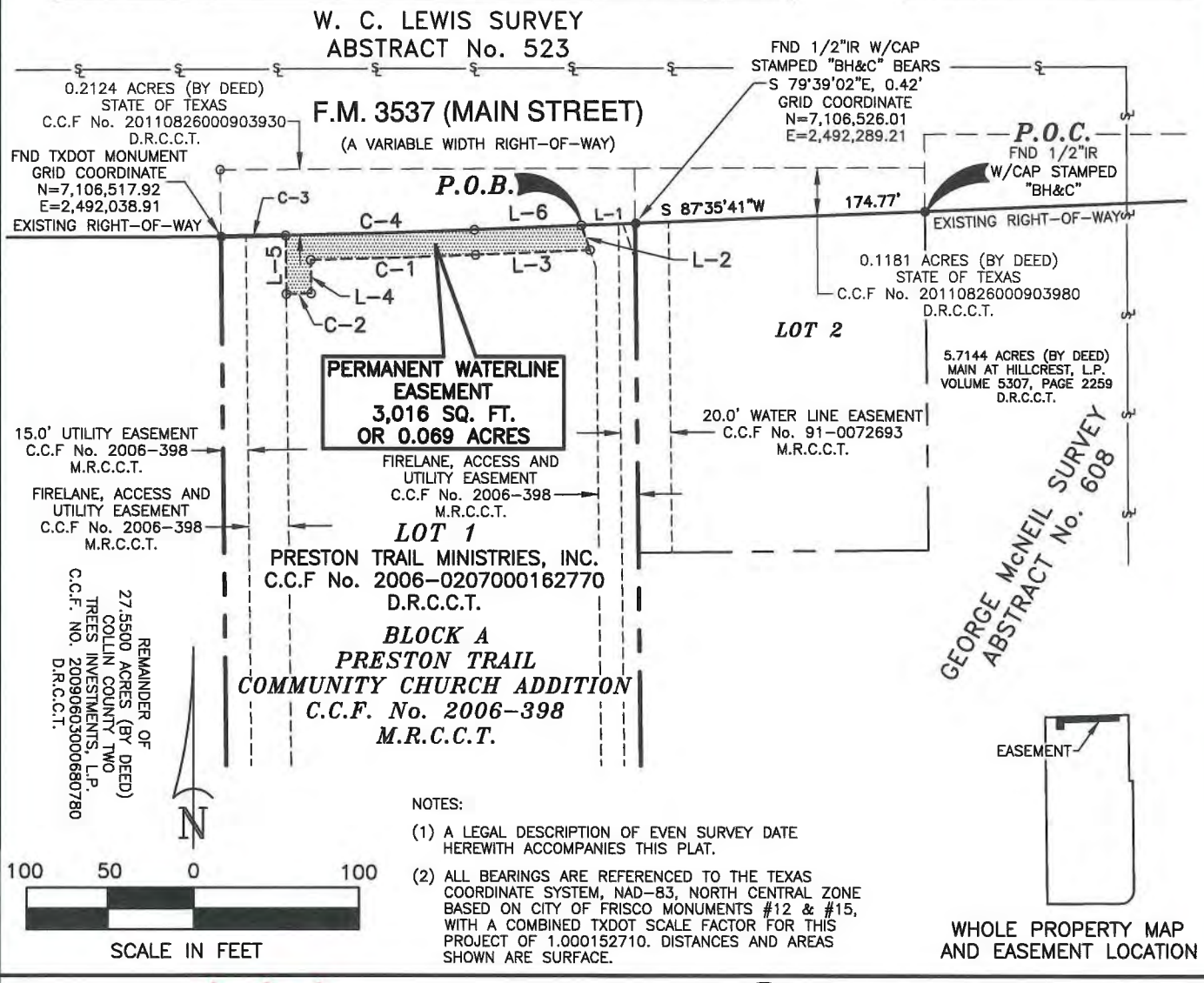
Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	5045.00'	01°07'52"	S 88°09'37"W	99.59'	99.59'
C-2	5065.00'	00°10'11"	S 88°48'47"W	15.00'	15.00'
C-3	5030.00'	00°26'39"	S 89°06'59"W	39.00'	39.00'
C-4	5030.00'	01°18'00"	N 88°14'41"E	114.13'	114.13'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 87°35'41"W	32.45'
L-2	S 19°04'01"E	15.66'
L-3	S 87°35'41"W	68.98'
L-4	S 00°37'40"E	20.00'
L-5	N 00°37'40"W	35.00'
L-6	N 87°35'41"E	64.49'



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

WHOLE PROPERTY MAP
AND EASEMENT LOCATION

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT		PARCEL No: 14-PE
OWNER: PRESTON TRAIL MINISTRIES, INC.		
SURVEY: PRESTON TRAIL COMMUNITY CHURCH ADDITION		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 3,016 SQ. FT. OR 0.069 ACRES		
JOB NO. FNI1002.00	DRAWN BY: D.P.	CADD FILE: EASEMENTS.DWG
DATE: DECEMBER 6, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 100'



CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "14"
Depiction and Description of Easement on Property 14-TE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 14-TE
10501 F.M. 3537
LOT 1, BLOCK A, PRESTON TRAIL COMMUNITY CHURCH ADDITION

EXHIBIT "A"

Being a temporary construction easement out of Lot 1, Block A of Preston Trail Community Church Addition, an addition to the City of Frisco, Collin County, Texas as recorded in County Clerk's File No. 2006-398 of the Map Records of Collin County, Texas, said Lot 1 being deeded to Preston Trail Ministries, Inc. as recorded in County Clerk's File No. 2006-0207000162770 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "BH&C" found in the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod with cap stamped "BH&C" being the southeast corner of a 0.1181 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110826000903980 of said Deed Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "BH&C" being in the east line of Lot 2, Block A of said Preston Trail Community Church Addition, said 1/2 inch iron rod with cap stamped "BH&C" being in the west line of a 5.7144 acre tract of land (by deed) deeded to Main at Hillcrest, L.P. as recorded in Volume 5307, Page 2259 of said Deed Records of Collin County, Texas; THENCE South 87 degrees 35 minutes 41 seconds West, with the south right-of-way line of said F.M. 3537 and with the south line of said 0.1181 acre tract of land, a distance of 174.77 feet to a point for the southwest corner of said 0.1181 acre tract of land, said point being the southeast corner of a 0.2124 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110826000903930 of said Deed Records of Collin County, Texas, said point being in the west line of said Lot 2, said point also being in the east line of said Lot 1, from which a 1/2 inch iron rod with cap stamped "BH&C" found for reference bears South 79 degrees 39 minutes 02 seconds East, a distance of 0.42 feet, said 1/2 inch iron rod with cap stamped "BH&C" having grid coordinates of N=7,106,526.01 and E=2,492,289.21; THENCE South 87 degrees 35 minutes 41 seconds West, with the south line of said 0.2124 acre tract of land and with the south right-of-way line of said F.M. 3537, a distance of 32.45 feet to a point for corner in the west line of an existing Firelane, Access, and Utility Easement as recorded in County Clerk's File No. 2006-398 of said Map Records of Collin County, Texas; THENCE South 19 degrees 04 minutes 29 seconds East, with the west line of said Firelane, Access, and Utility Easement, a distance of 15.66 feet to the **POINT OF BEGINNING** of the herein described temporary construction easement;

THENCE South 19 degrees 04 minutes 01 seconds East, with the west line of said existing Firelane, Access, and Utility Easement, a distance of 10.44 feet to a point for corner;

THENCE South 87 degrees 35 minutes 41 seconds West, a distance of 71.97 feet to a point for the beginning of a curve to the right having a radius of 5055.00 feet, a central angle of 01 degrees 01 minutes 08 seconds, and whose chord bears South 88 degrees 06 minutes 15 seconds West, a distance of 89.90 feet;

THENCE with said curve to the right, an arc length of 89.90 feet to a point for corner;

THENCE South 00 degrees 37 minutes 40 seconds East, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the right having a radius of 5075.00 feet, a central angle of 00 degrees 16 minutes 56 seconds, and whose chord bears South 88 degrees 45 minutes 28 seconds West, a distance of 25.00 feet;

THENCE with said non-tangent curve to the right, an arc length of 25.00 feet to a point for corner in the east line of an existing Firelane, Access, and Utility Easement as recorded in County Clerk's File No. 2006-398 of said Map Records of Collin County, Texas;

THENCE North 00 degrees 37 minutes 40 seconds West, with the east line of said existing Firelane, Access, and Utility Easement, a distance of 10.00 feet to a point for the beginning of a non-tangent curve to the left having a radius of 5065.00 feet, a central angle of 00 degrees 10 minutes 11 seconds and whose chord bears North 88 degrees 48 minutes 47 seconds East, a distance of 15.00 feet, from which a TxDOT Monument found for the southwest corner of said 0.2124 acre tract of land bears a radial bearing of North 48 degrees 57 minutes 16 seconds West, a distance of 52.21 feet, said TxDOT Monument being in the south right-of-way line of said F.M. 3537, said TxDOT Monument being in the west line of said Lot 1, said TxDOT Monument being in the east line of a 27.5500 acre tract of land (by deed) deeded to Collin County Two Trees Investments, L.P. as recorded in County Clerk's File No. 20090603000680780 of said Deed Records of Collin County, Texas, said TxDOT Monument also having grid coordinates of N=7,106,517.92 and E=2,492,038.91;

THENCE with said non-tangent curve to the left, an arc length of 15.00 feet to a point for corner;

THENCE North 00 degrees 37 minutes 40 seconds West, a distance of 20.00 feet to a point for the beginning of a non-tangent curve to the left having a radius of 5045.00 feet, a central angle of 01 degrees 07 minutes 52 seconds, and whose chord bears North 88 degrees 09 minutes 37 seconds East, a distance of 99.59 feet;

THENCE with said non-tangent curve to the left, an arc length of 99.59 feet to a point for corner;

THENCE North 87 degrees 35 minutes 41 seconds East, a distance of 68.98 feet to the **POINT OF BEGINNING**, and containing 2,052 square feet or 0.047 acres of land, more or less.

Notes:

(1) A plat of even survey date herewith accompanies this legal description.

(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDOT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: December 6, 2011

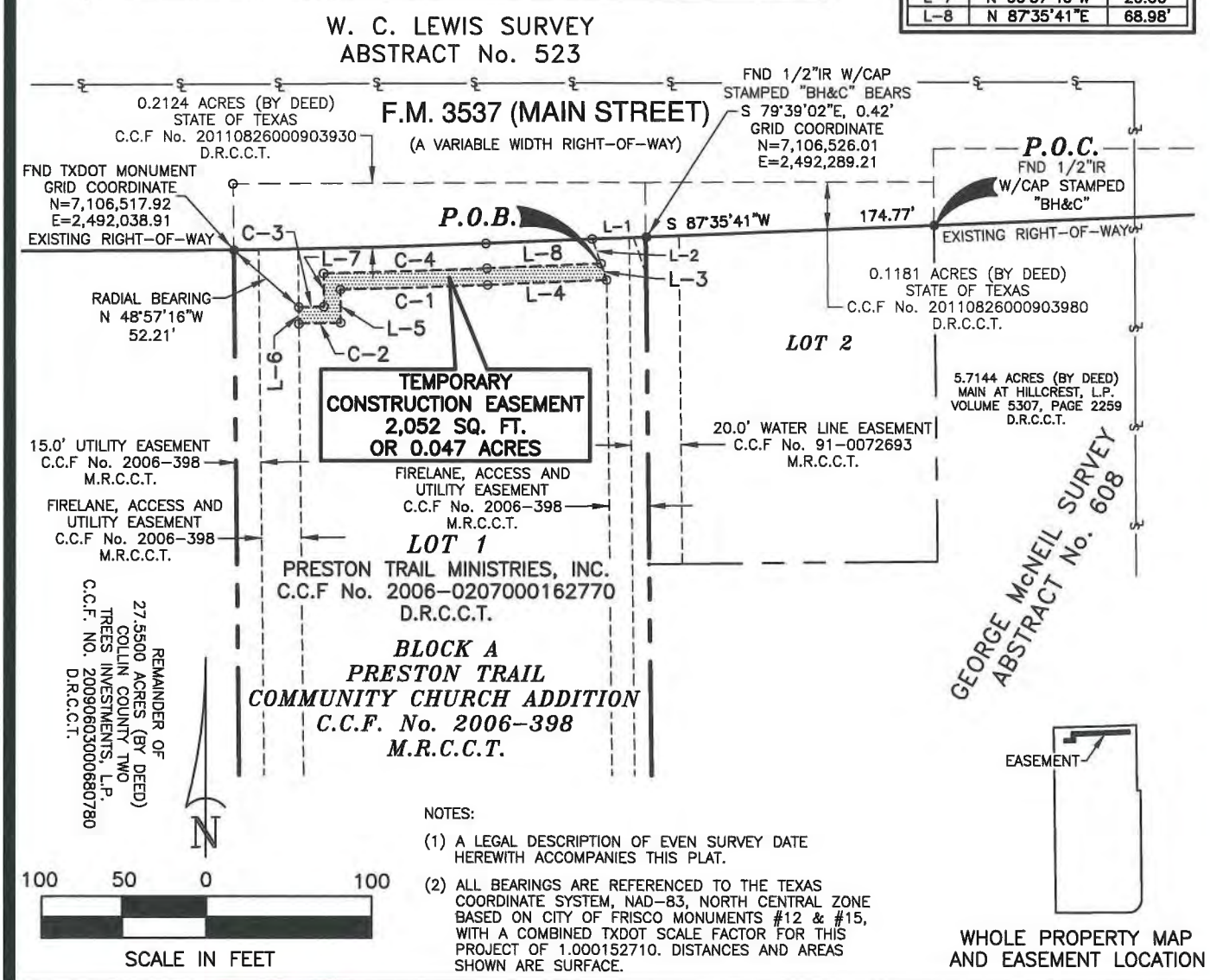
Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C-1	5055.00'	01°01'08"	S 88°06'15"W	89.90'	89.90'
C-2	5075.00'	00°16'56"	S 88°45'28"W	25.00'	25.00'
C-3	5065.00'	00°10'11"	N 88°48'47"E	15.00'	15.00'
C-4	5045.00'	01°07'52"	N 88°09'37"E	99.59'	99.59'

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 87°35'41"W	32.45'
L-2	S 19°04'29"E	15.66'
L-3	S 19°04'01"E	10.44'
L-4	S 87°35'41"W	71.97'
L-5	S 00°37'40"E	20.00'
L-6	N 00°37'40"W	10.00'
L-7	N 00°37'40"W	20.00'
L-8	N 87°35'41"E	68.98'



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

TEMPORARY CONSTRUCTION EASEMENT		PARCEL No: 14-TE
OWNER: PRESTON TRAIL MINISTRIES, INC.		
SURVEY: PRESTON TRAIL COMMUNITY CHURCH ADDITION		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 2,052 SQ. FT. OR 0.047 ACRES		
JOB NO. FNI1002.00	DRAWN BY: D.P.	CADD FILE: EASEMENTS.DWG
DATE: DECEMBER 6, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 100'

STATE OF TEXAS REGISTERED CURTIS SMITH 5494 PROFESSIONAL LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD S. FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "15"
Depiction and Description of Easement on Property 15-PE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 15-PE
8992 TAFT POWELL ROAD
W.C. LEWIS SURVEY, ABSTRACT No. 523

EXHIBIT "A"

Being a permanent waterline easement situated in the W.C. Lewis Survey, Abstract No. 523, City of Frisco, Collin County, Texas, said permanent waterline easement being a portion of a 1.027 acre tract of land (by deed) deeded to Arthur V. Phelps and Lawrence W. Wood as recorded in Volume 3026 Page 428 of the Deed Records of Collin County, Texas, said permanent waterline easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "BH&C" found for an exterior ell corner in the in the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod with cap stamped "BH&C" being an exterior ell corner in the south line of a 0.1224 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110615000618840 of said Deed Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,530.64 and E=2,494,469.13, from which a 1/2 inch iron rod with cap stamped "BH&C" found for an angle point in the south right-of-way line of said F.M. 3537 bears North 00 degrees 09 minutes 34 seconds West, a distance of 17.45 feet, said 1/2 inch iron rod with cap stamped "BH&C" being an angle point in the south line of said 0.1224 acre tract of land, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,548.08 and E=2,494,469.08;

THENCE South 00 degrees 09 minutes 34 seconds East, a distance of 20.42 feet to a point for corner;

THENCE South 11 degrees 05 minutes 26 seconds West, a distance of 64.58 feet to a point for corner in the approximate east line of County Road 942 (Taft Powell Road), an undedicated right-of-way;

THENCE North 00 degrees 14 minutes 27 seconds West, with the approximate east line of said County Road 942, a distance of 83.79 feet to a point for corner in the south right-of-way line of said F.M. 3537, said point being in the south line of said 0.1224 acre tract of land;

THENCE South 89 degrees 59 minutes 34 seconds East, with the south right-of-way line of said F.M. 3537 and with the south line of said 0.1224 acre tract of land, a distance of 12.72 feet to the **POINT OF BEGINNING**, and containing 661 square feet or 0.015 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

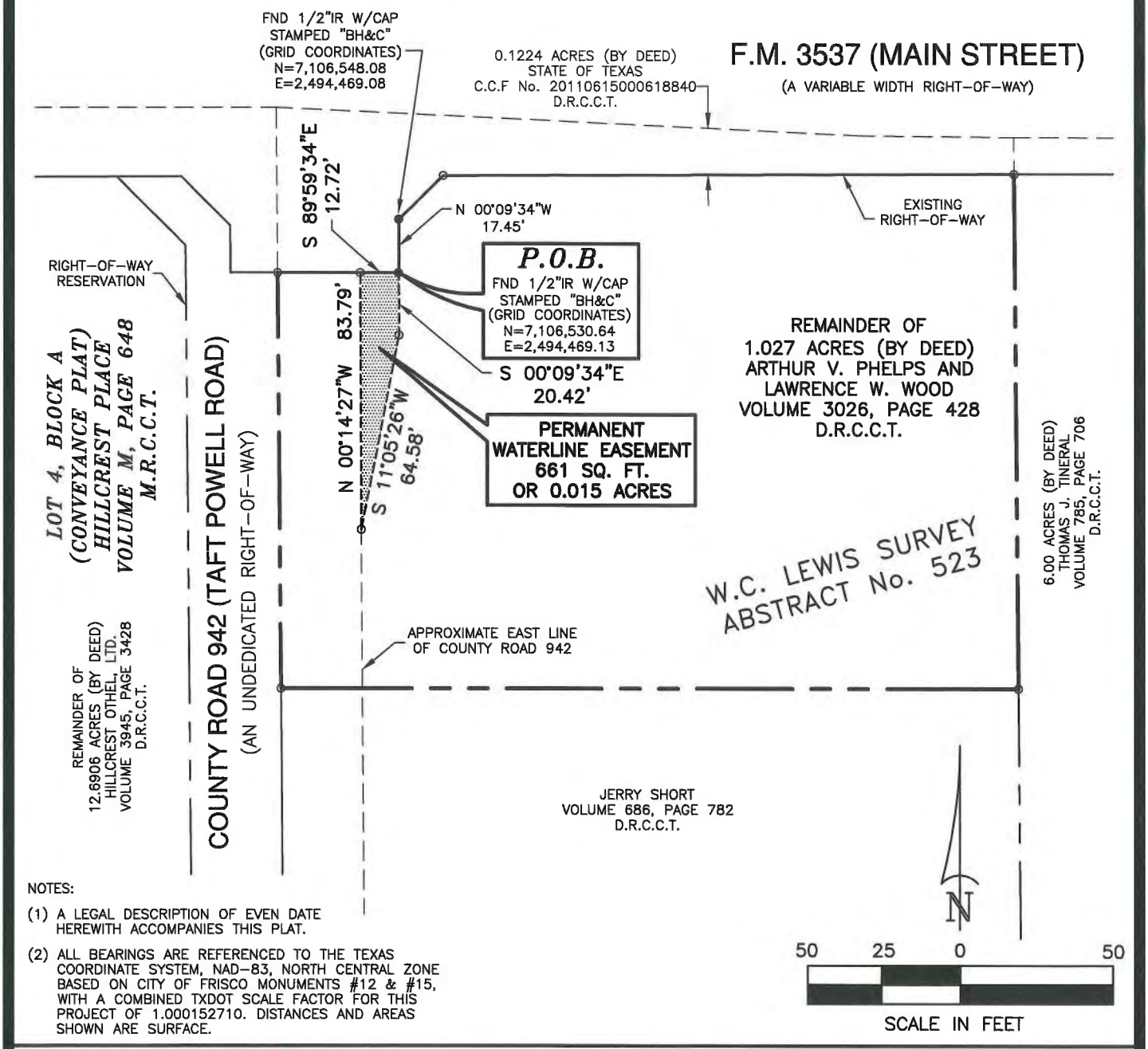
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: November 30, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 5494



EXHIBIT "B"



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

PERMANENT WATERLINE EASEMENT	PARCEL No: 15-PE
OWNER: ARTHUR V. PHELPS AND LAWRENCE W. WOOD	
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523	
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS	
EASEMENT ACQUISITION AREA: 661 SQ. FT. OR 0.015 ACRES	

JOB NO. FNI1002.00	DRAWN BY: J.H.	CADD FILE: EASEMENTS.DWG
DATE: NOVEMBER 30, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 50'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

EXHIBIT "16"
Depiction and Description of Easement on Property 15-TE

F.M. 3537 20" & 24" WATER IMPROVEMENTS
(PRESTON ROAD TO CUSTER ROAD)
PARCEL No. 15-TE
8992 TAFT POWELL ROAD
W.C. LEWIS SURVEY, ABSTRACT No. 523

EXHIBIT "A"

Being a temporary construction easement situated in the W.C. Lewis Survey, Abstract No. 523, City of Frisco, Collin County, Texas, said temporary construction easement being a portion of a 1.027 acre tract of land (by deed) deeded to Arthur V. Phelps and Lawrence W. Wood as recorded in Volume 3026 Page 428 of the Deed Records of Collin County, Texas, said temporary construction easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "BH&C" found for an angle point in the south right-of-way line of F.M. 3537 (Main Street), a variable width right-of-way, said 1/2 inch iron rod with cap stamped "BH&C" being an angle point in the south line of a 0.1224 acre tract of land (by deed) deeded to the State of Texas as recorded in County Clerk's File No. 20110615000618840 of said Deed Records of Collin County, Texas, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,562.33 and E=2,494,483.69;

THENCE North 89 degrees 48 minutes 29 seconds East, with the south right-of-way line of said F.M. 3537 and with the south line of said 0.1224 acre tract of land, a distance of 10.00 feet to a point for corner;

THENCE South 00 degrees 11 minutes 31 seconds East, a distance of 10.00 feet to a point for corner;

THENCE South 89 degrees 48 minutes 29 seconds West, a distance of 5.95 feet to a point for corner;

THENCE South 45 degrees 43 minutes 22 seconds West, a distance of 12.12 feet to a point for corner;

THENCE South 00 degrees 09 minutes 34 seconds East, a distance of 34.62 feet to a point for corner;

THENCE South 11 degrees 05 minutes 26 seconds West, a distance of 78.46 feet to a point for corner;

THENCE South 89 degrees 48 minutes 29 seconds West, a distance of 7.27 feet to a point for corner in the approximate east line of County Road 942 (Taft Powell Road), an undedicated right-of-way;

THENCE North 00 degrees 14 minutes 27 seconds West, with the approximate east line of said County Road 942, a distance of 14.61 feet to a point for corner;

THENCE North 11 degrees 05 minutes 26 seconds East, a distance of 64.58 feet to a point for corner;

THENCE North 00 degrees 09 minutes 34 seconds West, passing at a distance of 20.42 feet, a 1/2 inch iron rod with cap stamped "BH&C" found for an exterior ell corner in the south right-of-way line of said F.M. 3537, said 1/2 inch iron rod with cap stamped "BH&C" being an exterior ell corner in the south line of said 0.1224 acre tract of land, said 1/2 inch iron rod with cap stamped "BH&C" having a grid coordinate of N=7,106,530.64 and E=2,494,469.13, in all, a distance of 37.87 feet to a 1/2 inch iron rod with cap stamped "BH&C" found for an angle point in the south right-of-way line of said F.M. 3537, said 1/2 inch iron rod with cap stamped "BH&C" being an angle point in the south line of said 0.1224 acre tract of land;

THENCE North 45 degrees 43 minutes 22 seconds East, with the south right-of-way line of said F.M. 3537 and with the south line of said 0.1224 acre tract of land, a distance of 20.40 feet to the **POINT OF BEGINNING**, and containing 1,373 square feet or 0.032 acres of land, more or less.

Notes:

(1) A plat of even date herewith accompanies this legal description.

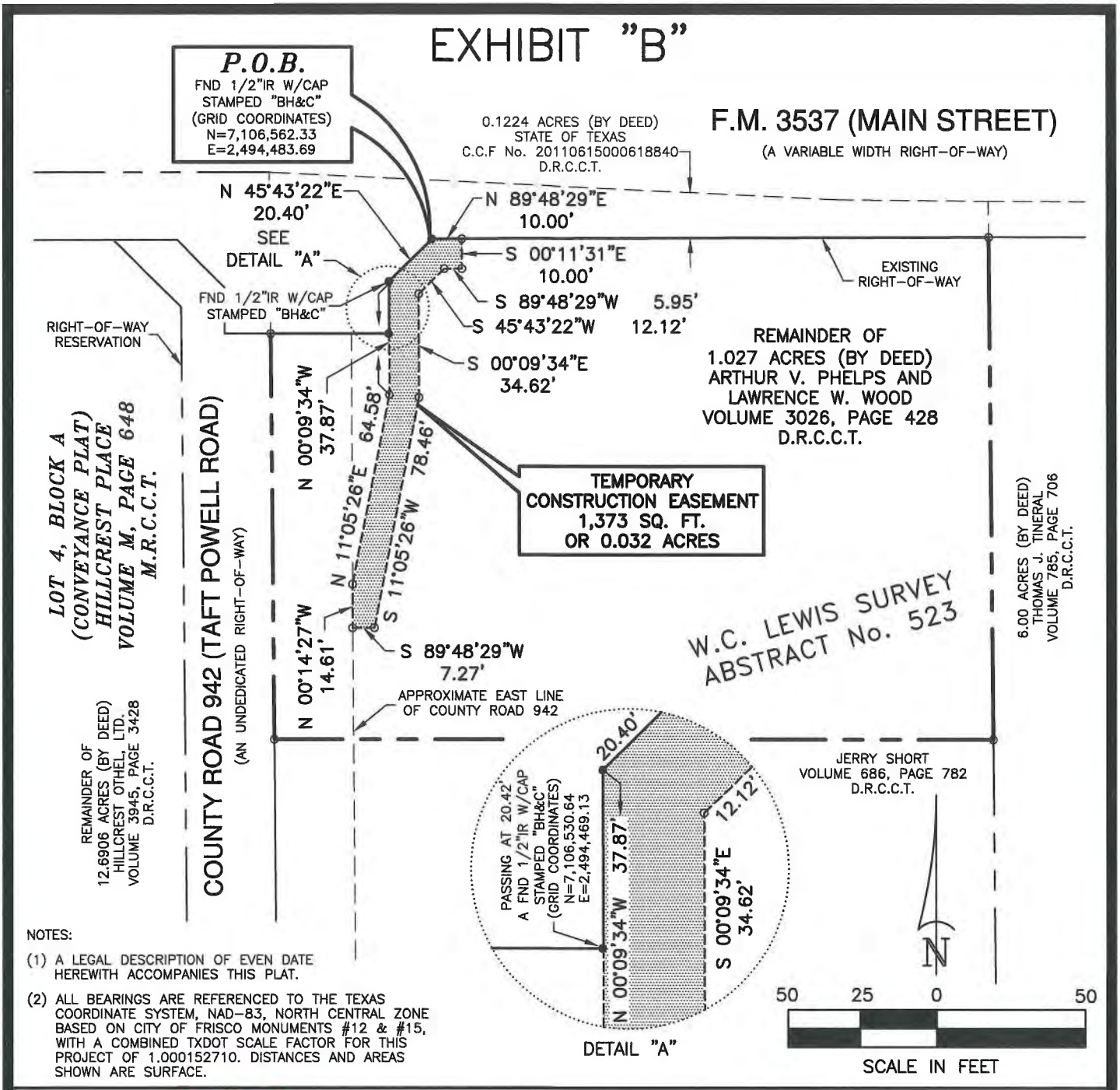
(2) All bearings are referenced to the Texas Coordinate System, NAD-83, North Central Zone based on City of Frisco Monuments #12 & #15, with a TxDoT combined scale factor for this project of 1.000152710. Distances and areas shown are surface.

Date: December 6, 2011

Curtis Smith
Registered Professional Land Surveyor
Texas No. 549



EXHIBIT "B"



NOTES:

(1) A LEGAL DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS PLAT.

(2) ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, NORTH CENTRAL ZONE BASED ON CITY OF FRISCO MONUMENTS #12 & #15, WITH A COMBINED TXDOT SCALE FACTOR FOR THIS PROJECT OF 1.000152710. DISTANCES AND AREAS SHOWN ARE SURFACE.

FRISCO

City of Frisco

6101 FRISCO SQUARE BOULEVARD • FRISCO, TEXAS 75034

F.M. 3537 20" & 24" WATER IMPROVEMENTS (PRESTON ROAD TO CUSTER ROAD)

TEMPORARY CONSTRUCTION EASEMENT		PARCEL No: 15-TE
OWNER: ARTHUR V. PHELPS AND LAWRENCE W. WOOD		
SURVEY: W.C. LEWIS SURVEY ABSTRACT No. 523		
LOCATION: CITY OF FRISCO, COLLIN COUNTY, TEXAS		
EASEMENT ACQUISITION AREA: 1,373 SQ. FT. OR 0.032 ACRES		
JOB NO. FNI1002.00	DRAWN BY: D.P.	CADD FILE: EASEMENTS.DWG
DATE: DECEMBER 6, 2011	EXHIBIT B PAGE 1 OF 1	SCALE: 1" = 50'

STATE OF TEXAS
REGISTERED
CURTIS SMITH
5494
PROFESSIONAL
LAND SURVEYOR

CURTIS SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5494

GORRONDONA & ASSOCIATES, INC. • 7524 JACK NEWELL BOULEVARD SOUTH, FORT WORTH, TX. 76118 • 817-496-1424 FAX 817-496-1768

AGENDA ITEM #30.

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: **February 1, 2012**

Subject: **Conduct the Public Hearing and Consider and Act Upon an Ordinance Expanding the Boundaries of the Reinvestment Zone Number One and Amending the Project Plan and the Financing Plan**

Action Requested: Conduct the Public Hearing and consider and act upon approval of the Ordinance expanding the boundaries of the Reinvestment Zone Number One and amending the Project Plan and the Financing Plan.

Background Information: The City Council last amended the Tax Increment Reinvestment Zone (TIRZ) #1 in December 2009. The City Council now desires to amend the boundaries to include additional public property which includes additional school sites and the property where the Fieldhouse USA is located. There are eleven additional FISD school sites being added for a total estimated cost of $297,500,000. The Fieldhouse facility is just west of the soccer complex and is a city owned facility. Bonds issued for this facility totaled $12,500,000 with an additional contribution from the private developer of $5,100,000. Additionally, the City Council desires to amend the Project Plan to include an electronic sign at the southeast corner of the Tollroad and Gaylord Parkway.

The expansion of the boundaries only includes land which is publically owned.

The public hearing has been properly advertised on January 20, 2012.

Board/ Citizen Input: The TIRZ Board met on November 15, 2011 and approved these amendments. Collin County, Frisco Independent School District and the Collin County Community College have all approved the waiving of the 60 day notice requirement.

C:\Program Files (x86)\Neevia.Com\Docu

Alternatives: City Council may choose not to move forward with the approval of the ordinance at this time or may choose to make changes to the project and financing plans.

Financial Considerations: The amendments to the project plan for the Fieldhouse USA and the electronic signage will be paid from the City of Frisco TIRZ revenues. The school construction costs are all projected to come from the FISD TIRZ revenues.

Legal Review: Leroy Grawunder, City Bond Counsel is reviewing the documents.

Supporting Documents: Draft ordinance, Amended Project and Finance Plan, Map.

CITY OF FRISCO, TEXAS **ORDINANCE _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS AMENDING CITY OF FRISCO ORDINANCE NO. 97-02-17, ORDINANCE NUMBER 00-12-22, ORDINANCE NUMBER 03-12-101, ORDINANCE NUMBER 05-01-03, ORDINANCE NUMBER 05-12-99, ORDINANCE NUMBER 08-02-27, AND ORDINANCE NUMBER 09-12-68 AMENDING THE PROJECT AND FINANCING PLANS OF REINVESTMENT ZONE NUMBER ONE, CITY OF FRISCO, TEXAS, EXPANDING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER ONE, CITY OF FRISCO, TEXAS (TAX INCREMENT REINVESTMENT ZONE), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 19, 1997, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") created Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 97-02-17, approved the Project Plan and the Financing Plan, and established the boundaries of the Zone; and

WHEREAS, on December 19, 2000, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 00-12-22, amending the Project Plan and the Financing Plan, and expanding the boundaries of the Zone; and

WHEREAS, on December 16, 2003, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 03-12-101, amending the Project Plan and the Financing Plan, and expanding the boundaries of the Zone; and

WHEREAS, on January 4, 2005, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 05-01-03, amending the Project Plan and the Financing Plan, and expanding the boundaries of the Zone; and

WHEREAS, on December 5, 2005, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 05-12-99, amending the Project Plan and the Financing Plan of the Zone; and

WHEREAS, on February 19, 2008, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 08-02-27, amending the Project Plan and the Financing Plan, and expanding the boundaries of the Zone; and

WHEREAS, on December 1, 2009 as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, ("Act"), the City Council of the City of Frisco, Texas, ("City Council") amended the Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) ("Zone") by Ordinance No. 09-12-68, amending the Project Plan and the Financing Plan, and expanding the boundaries of the Zone; and

WHEREAS, in accordance with the Act, the Board of Directors of the Zone have approved resolutions requesting to amend the Project Plan, the Financing Plan, and to enlarge the boundaries of the Zone; and

WHEREAS, in compliance with the Act, the City Council has called a public hearing to hear public comments on the creation of the proposed amendments to the Project Plan, Financing Plan, and boundaries of the Zone; and

WHEREAS, in compliance with the Act, notice of such public hearing was published in the Frisco Enterprise, a newspaper of general circulation in the City of Frisco ("City"), such publication date being not later than seven (7) days prior to the date of the public hearing; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, to wit, on the 7th day of February, 2012 at 6:30 PM in the Council Chamber of the City, which hearing was then closed; and

WHEREAS, at such hearing, the City Council invited and allowed to speak any interested person, or his representative, to appear and contend for or against the proposed amendments to the Project Plan attached hereto as Exhibit "C", the Financing Plan attached hereto as Exhibit "D", and the enlargement of the Zone, whether all or part of the territory which is described by the metes and bounds description attached hereto as Exhibit "A" and depicted in map attached as Exhibit "B" should be included in such proposed amendments to the Project Plan, the Financing Plan, and/or the enlargement of the Zone, the concept of tax increment financing, and

WHEREAS, all owners of property located within the proposed enlargement of boundaries of the Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the proposed amendments to the Project Plan, Financing Plan, and/or enlargement of the boundaries of the Zone and/or the inclusion of their property in such Zone; and

WHEREAS, the proponents of the amendments of the Project Plan, Financing Plan, and enlargement of the Zone boundaries offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the proposed amendments to the Project Plan, Financing Plan, and enlargement of the boundaries of the Zone, and opponents, if any, of the proposed amendments to the Project Plan, Financing Plan, and enlargement of the boundaries of the Zone appeared to contest such proposed amendments and enlargements.

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

SECTION 1.
The City Council of the City finds that the facts and recitations contained in the preamble of this Ordinance are true and correct.

SECTION 2.

The City Council, after conducting such hearing and having heard such evidence and testimony, makes the following findings and determinations based on the evidence and testimony presented to it:

a. The public hearing on proposed amendments to the Project Plan, Financing Plan, and enlargement of the boundaries of the Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law and delivered to all taxing units that levy taxes within the Zone.

b. Adoption of the proposed amendments to the Project Plan, Financing Plan, and enlargement of the boundaries of the Zone as described in Exhibit "A" through Exhibit "D" will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the Zone.

c. In compliance with Section 311.007 of the Act, the proposed enlargement of the boundaries of the Zone as depicted in Exhibits "A" and "B", meets the criteria for Changing Boundaries of Existing Zone in that:

    i. The property to be added to the Zone will not create Zone boundaries which include more than ten percent (10%) of the property to be used for residential purposes.
    ii. The property to be added to the Zone will not create Zone boundaries which include more than fifteen percent (15%) of the total appraised value of the taxable real property in the City, or in any industrial districts created by the City.
    iii. The property to be added to the Zone will not create Zone boundaries which include more than fifteen percent (15%) of the total appraised value of the taxable real property in any County, School, or Community College District.

d. The property to be added to the Zone is contiguous to existing Zone boundaries and is located wholly in the corporate limits of the City.

e. The area to be added to the zone is predominantly open and because of obsolete platting, deterioration of structures or site improvements, inadequate drainage and lack of infrastructure or other facilities that would enable or attract development or redevelopment of the area, substantially impairs or arrests the sound growth of the City.

f. The improvements to the property to be added to the Zone as described in the attached amendments to the Project Plan and Financing Plan will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City by providing facilities for the exhibition of and participation in the cultural arts and science that will attract visitors and consumers to the area encompassed by the Zone and existing improvements, facilities and commercial and retail enterprises within the Zone.

g. The improvements to existing facilities within the Zone as described in the attached amendments to the Project Plan and Financing Plan will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City by improving the facilities consistent with their intended purpose in order to meet greater demand for the use of such facilities and greater attendance than was expected at the time of their construction, providing additional features and use of the facilities as a sports and performance venue, expanding capacity of and adding features to the

facilities in order to maintain the viability and public use of the facilities, and to provide funding for such improvements that was not included in the existing Project Plan and Financing Plan for such improvements.

h. The development or redevelopment of the property to be added to the Zone will not occur solely through private investment in the reasonable foreseeable future.

i. The property to be added to the Zone has no taxable value.

SECTION 3.
The City Council enlarges the boundaries of the Zone over the area described by the metes and bounds descriptions in Exhibit "A" attached hereto and depicted in the map attached hereto as Exhibit "B", and amends the Project Plan and Financing Plan of the Zone as described in Exhibits C and D attached hereto.

SECTION 4.
In accordance with the Act, the Board of Directors of the Zone shall remain unchanged.

SECTION 5.
If any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 6.
The enlargement of the boundaries and amendments to the Project Plan and Financing plan of the Zone shall take effect immediately upon the passage of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 7th day of February, 2012.

MAHER MASO, Mayor

ATTESTED TO:

JENNY PAGE, City Secretary

APPROVED AS TO FORM:

ABERNATHY, ROEDER, BOYD AND JOPLIN, P.C.
City Attorneys

EXHIBIT "A"
METES AND BOUNDS PROPERTY DESCRIPTIONS FOR PROPERTY TO BE ADDED TO
REINVESTMENT ZONE NUMBER ONE CITY OF FRISCO, TEXAS

(see attached)

P1 - Fieldhouse USA Site

(see attached)

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS The City of Frisco, a Texas Municipal Corporation is the owner of a tract of land in the H., Moss Survey, Abstract No. 626, in the City of Frisco, Collin County, Texas, being all of Lot 2, Block A of LOTS 1 & 2, BLOCK A, and LOTS 3-5, BLOCK B, SPORTS VILLAGE USA, an addition to the City of Frisco according to the plat thereof recorded in Cabinet 2008, Page ___ of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) in the south right-of-way line of Sports Village Lane (60' ROW at this point) for the northwest corner of said Lot 2 and for the beginning of a curve to the left having a radius of 480.00 feet, a central angle of 2°35'52", a chord bearing and distance of North 71°37'24" East, 21.76 feet;

THENCE with said south right-of-way line, the following courses and distances to wit:
Northeasterly, with said curve, an arc distance 21.76 feet to a 5/8" iron rod set for corner;
North 70°19'28" East, a distance of 159.16 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right with a radius of 440.00 feet, a central angle of 52°22'58", and a chord bearing and distance of South 83°29'03" East, 388.41 feet;
Southeasterly, with said curve, an arc distance of 402.27 feet to a 5/8" iron rod set for corner;
South 57°17'35" East, a distance of 374.14 feet to an X in concrete set for corner at the intersection of the said south line of Sports Village Lane and the west right-of-way line of John W. Elliot (60' ROW) for the beginning of a non-tangent curve to the left having a radius of 480.00 feet, a central angle of 11°11'48", a chord bearing and distance of South 16°59'13" West, 93.65 feet;

THENCE with said west right-of-way line, the following courses and distances to wit:
Southwesterly, with said curve, an arc distance 93.80 feet to a point for corner;
South 11°23'19" West, a distance of 270.83 feet to a 5/8" iron rod set for the northeast corner of Lot 2, Block A of Northstar Business Park Frisco Tech Center, an addition to the City of Frisco according to the plat thereof recorded in Cabinet N, Page 663 of the Map Records of Collin County, Texas;

THENCE with the north line of said Lot 2 and the north line of Lot 1, Block A of Lot 1, Block A of Frisco Tech Center, an addition to the City of Frisco according to the plat thereof recorded in Cabinet N, Page 729 of the Map Records of Collin County, Texas, North 89°42'31" West, a distance of 793.13 feet to a 5/8" iron rod set for corner;

THENCE leaving said north line, North 00°17'29" East, a distance of 536.83 feet to the **POINT OF BEGINNING** and containing 459,712 or 10.5535 acres of land.

Bearing system based on the monuments found referenced to the City of Frisco, Texas State Plane Coordinate System, North Central Zone 4202.

R1 - ROW of Teel Parkway from Stafford Middle School to Main Street and
ROW of Panther Creek Parkway from Teel Parkway to Adeline Drive

(see attached)

LEGAL DESCRIPTION (Teel Parkway North)

WHEREAS, ELDORADO RANCH, LTD., is the owner of a tract of land situated in the H.G. Hawkins Survey, Abstract No. 589, in the City of Frisco, Denton County, Texas, being out of a 219.177 acre tract, as described in Clerks File No. 00-R0037997, and a 100.931 acre tract, as described in Clerks File No. 00-R0079580, in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a ½ inch iron rod found at the most easterly northeast corner of Grayhawk Section II Phase III, an addition to the City of Frisco, as described in Volume V, Pages 668-670, in the Plat Records of Denton County, Texas;

THENCE, South 89° 50'47" West, along the north line of said Grayhawk Section II Phase III, for a distance of 73.00 feet, to a ½ inch iron rod found being in an east line of said Phase III;

THENCE, North 03° 39'37" East, along the east line of said Phase III, for a distance of 150.33 feet, to a ½ inch iron rod found;

THENCE, North 00° 09'13" West, along the east line of said Phase III, at 987.57 feet being the northeast corner of said Phase III, continuing for a total distance of 1077.28 feet, to a ½ inch iron rod set;

THENCE, North 00° 23'09" West, for a distance of 2069.79 feet, to a ½ inch iron rod set in the north line of said 219.177 acre tract;

THENCE, North 89° 06'48" East, along the north line of said 219.177acre tract, for a distance of 63.00 feet, to a ½ inch iron rod set;

THENCE, South 00° 23'09" East, departing said north line, for distance of 2070.47 feet, to a ½ inch iron rod set;

THENCE, South 00° 09'13" East, for a distance of 1227.41 feet, to the POINT OF BEGINNING and containing 4.786 acres of land.

EXHIBIT "A"
Right-of-Way Acquisition
Frisco Independent School District
(TP-1R)

BEING a 4.9124 acre tract of land situated in the H. HAWKINS SURVEY, ABSTRACT No. 589 and the W. BATES SURVEY, ABSTRACT No. 83 in Denton County, Texas, and being part of a 54.989 acre tract of land as described in a deed to the **Frisco Independent School District** as recorded in Volume 4260, Page 741 of the Deed Records of Denton County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner on the southeast corner of said Frisco Independent School District 54.989 acre tract of land with said point also being on the northeast corner of the S.W. & Mary T. Christie 80.16 acre tract of land recorded as County Clerk No. 95-0009628 of the Deed Records of Denton County, Texas (D.R.D.C.T.); said point being on the common line of the W. Bates Survey, Abstract No. 83 and the M.E.P. & P. R.R. Survey, Abstract No. 921 with said point also being on the southwest corner of the Bert Fields 115.08 acre tract of land as recorded in Volume 523, Page 684 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 89°32'00" West along the common property line of said Frisco Independent School District tract of land and S.W. & Mary T. Christie tract of land following along the common line of the W. Bates Survey, Abstract No. 83 and the M.E.P. & P. R.R. Survey, Abstract No. 921 for a distance of 2,222.33 feet to a point for corner; said point being on the most southerly southwest corner of said Frisco Independent School District tract of land with said point being on the southeast corner of City of Frisco right-of-way recorded as County Clerk No. 2004-0105615 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE North 01°01'09" West along the east line of said City of Frisco right-of-way and departing the common property line of said Independent School District tract and S.W. & Mary T. Christie tract and also departing the common line of the W. Bates Survey, Abstract No. 83 and the M.E.P. & P. R.R. Survey, Abstract No. 921 for a distance of 44.86 feet to a point for corner;

THENCE North 45°28'21" West along the northeasterly line of said City of Frisco right-of-way for a distance of 35.36 feet to a point for corner;

THENCE South 89°32'00" West along the north line of said City of Frisco right-of-way for a distance of 70.00 feet to a point for corner; said point being on the existing east right-of-way line of Teel Parkway with said point also being on the most westerly southwest corner of said Frisco Independent School District tract of land;

THENCE North 00°49'34" West along the existing east right-of-way line of said Teel Parkway following along the west property line of said Frisco Independent School District tract of land for a distance of 964.18 feet to a point for corner; said point being on the common property line of said Frisco Independent School District tract of land and the City of Frisco 73.2800 acre tract of land as recorded as County Clerk No. 98-0098765 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE North 89°31'58" East departing the existing east right-of-way line of said Teel Parkway following along the common property line of said Frisco Independent School District tract of land and said City of Frisco tract of land for a distance of 77.75 feet to a point for corner;

THENCE South 00°33'48" East departing the common property line of said Frisco Independent School District tract and said City of Frisco tract for a distance of 226.53 feet to a point for corner;

THENCE South 05°08'50" West for a distance of 100.50 feet to a point for corner;

THENCE South 00°33'48" East for a distance of 154.86 feet to a point for corner;

THENCE South 45°33'48" East for a distance of 14.14 feet to a point for corner;

THENCE South 00°33'48" East for a distance of 444.64 feet to a point for corner;

THENCE South 45°30'54" East for a distance of 35.39 feet to a point for corner;

THENCE North 89°32'00" East for a distance of 174.66 feet to a point for corner;

THENCE South 86°38'38" East for a distance of 150.00 feet to a point for corner;

THENCE North 89°32'00" East for a distance of 1,895.36 feet to a point for corner; said point being on the common property line of said Independent School District tract of land and said Bert Fields tract of land;

THENCE South 00°14'26" East along the common property line of said Independent School District tract of land and said Bert Fields tract of land for a distance of 63.00 feet to the POINT OF BEGINNING, and containing 4.9124 acres of land, more or less.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

Exhibit "A"
Sheet 2 of 2

LEGAL DESCRIPTION (Sheet 1 of 2)
Exhibit 'A' - Right-of-Way Easement

BEING, a RIGHT-OF-WAY EASEMENT, situated in the H.G. Hawkins Survey, Abstract No. 589, in the City of Frisco, Denton County, Texas, being out of a 55.00 acre tract, as described in Volume 4260, Page 741, in the Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING, at a ½ inch iron rod found at the most easterly northeast corner of Grayhawk Phase VI & VII, an addition to the City of Frisco, as described in Volume U, Pages 793-795, in the Plat Records of Denton County, Texas, also being in the east line of a 100.931 acre tract, as described in Clerks File No. 00-R0079580, in said Deed Records;

THENCE, North 00°09'13" West, along the east line of said 100.931 acre tract, for a distance of 25.14 feet, to the POINT OF BEGINNING, same point being the southwest corner of said 55.00 acre tract;

THENCE, North 00°09'13" West, continuing along said east line and the west line of said 55.00 acre, for a distance of 69.86 feet;

THENCE, North 89°50'47" East, departing said east and west lines, for a distance of 70.00 feet;

THENCE, South 45°09'13" East, for a distance of 35.36 feet;

THENCE, South 00°09'13" East, for a distance of 44.86 feet, to a point in the south line of said 55.00 acre tract;

THENCE, South 89°50'47" West, along the south line of said 55.00 acre tract, for a distance of 95.00 feet, to the POINT OF BEGINNING and containing 0.144 acres of land.

RIGHT OF WAY TRACT

FIELD NOTES

4602ROW

BEING a tract of land situated in the H.G. Hawkins Survey, Abstract No. 589 and the J.D. Hawkins Survey, Abstract No. 579, City of Frisco, Denton County, Texas, the subject tract being a combination of portions of that called First Tract and called Second Tract conveyed to Mary Thatcher Christie (latter described as First and/or Second Tract), according to the deed recorded in County Clerk File No. 95-R0009628 of the Land Records of Denton County, Texas (LRDCT), the subject tract being more particularly described as follows;

BEGINNING at a common boundary corner being the southeast corner of said called Second Tract and the northeast corner of Northridge Phase Two, an addition to the City of Frisco as recorded in Cabinet U, Page 384 (LRDCT), said point also being on the west line of a tract of land conveyed to Harwood Joint Venture No. 2, according to the deed recorded in County Clerk File No. 2000-0051584 (LRDCT), a 1/2" iron pin found at corner, from which a 1/2" iron pin with a red cap stamped PBS & J bears S 88° 47' 01" W – 899.93 feet;

THENCE, S 89° 56' 52" W, along the north line of said Northridge Phase Two addition, and south line of said called Second Tract, a distance of 60.00 feet;

THENCE, N 01° 16' 10" E, a distance of 31.11 feet;

THENCE, around a tangent curve to the left having a central angle of 33° 26' 53", a radius of 1379.00 feet, and a chord of N 16° 46' 35" W – 683.15 feet, an arc distance of 692.95 feet;

THENCE, N 41° 21' 44" W, a distance 110.19 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, around a non-tangent curve to the left having a central angle of 06° 05' 06", a radius of 1177.00 feet, and a chord of N 41° 51' 51" W – 124.94 feet, an arc distance of 125.00 feet;

THENCE, N 41° 08' 42" W, a distance of 100.00 feet;

THENCE, around a non-tangent curve to the right having a central angle of 46° 52' 35", a radius of 1379.00 feet, and a chord of N 23° 29' 34" W – 1097.02 feet, an arc distance of 1128.23 feet;

THENCE, N 00° 03' 16" W, a distance of 227.13 feet to a point on the south line of Grayhawk Phase VIII, an addition to the City Of Frisco according to the Final Plat recorded in Cabinet U, Page 791 (LRDCT);

THENCE, N 89° 47' 01" E, along the said Grayhawk Phase VIII addition south line, a distance of 55.32 feet to an angle point of said First Tract, a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, N 00° 21' 50" E, along a west line of said First Tract and the east line of Teel Parkway, a variable width right-of-way at this point, a distance of 739.59 feet to a point on the south line of a tract of land conveyed to Frisco I. S. D. according to the deed recorded in Volume 4260, Page 741 (LRDCT), a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 89° 51' 48" E, along the north line of said First Tract and the south line of the previously mentioned Frisco I.S.D. tract, a distance of 100.51 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 00° 08' 12" W, leaving the previously mentioned common line, a distance of 70.14 feet;

THENCE, S 45° 04' 50" W, a distance of 35.27 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 00° 03' 16" E, a distance of 175.00 feet;

THENCE, S 03° 46' 05" W, a distance of 150.00 feet;

THENCE, S 00° 03' 16" E, a distance of 546.84 feet to a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, around a tangent curve to the left having a central angle of 48° 10' 11", a radius of 1253.00 feet, and a chord of S 24° 08' 21" E – 1022.67 feet, an arc distance of 1053.42 feet;

THENCE, around a reverse curve to the right having a central angle of 30° 21' 31", a radius of 1313.00 feet, and a chord of S 33° 02'42" E – 687.59 feet, an arc distance of 695.70 feet to a point on the previously mentioned common line being an east line of said Second Tract and the west line of said Harwood Joint Venture No. 2, a 1/2" iron pin with a red cap stamped Tipton Eng., Inc. set at corner;

THENCE, S 00° 26' 48" W, along the previously mentioned common line, a distance of 432.78 feet to the Place of Beginning with the subject tract containing 342,905 square feet or 7.8720 acres of land.

TEEL PARKWAY R.O.W.

LEGAL DESCRIPTION

BEING an 0.8458 of an acre tract of land situated in the J.D. Hawkins Survey, Abstract No. 579, City of Frisco, Denton County, Texas, said tract being all of Teel Parkway, a 60 foot right-of-way, as dedicated by Northridge, Phase Two, as recorded in Cabinet U, Page 384, Plat Records, Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at the southeast corner of said Northridge, Phase Two and the northeast corner of the Final Plat of Teel Parkway, as recorded in Cabinet U, Page 379, P.R.D.C.T.;

THENCE South 89 degrees 56 minutes 52 seconds West, along the south line of said Northridge Phase Two, a distance of 60.00 feet to the northwest corner of said Final Plat of Teel Parkway and being the intersection of the west right-of-way line of Teel Parkway and the south line of said Northridge Phase Two;

THENCE North 00 degrees 14 minutes 21 seconds East, along said west right-of-way line, a distance of 614.01 feet to the intersection of the west right-of-way line of Teel Parkway and the north line of said Northridge Phase Two, and being the southwest corner of 7.8720 acres described in a deed to the City of Frisco, as recorded in document number 2005-155842, Official Records, Denton County, Texas;

THENCE North 89 degrees 56 minutes 52 seconds East, along the north line of said Northridge Phase Two and the south line of said City of Frisco tract, a distance of 60.00 feet to the northeast corner of said Northridge Phase Two and the southeast corner of said City of Frisco tract;

THENCE South 00 degrees 14 minutes 21 seconds West, along the east line of said Northridge Phase Two, a distance of 614.01 feet to the POINT OF BEGINNING AND CONTAINING 36,841 square feet or 0.8458 of an acre of land more or less.

NOTES:

1. Bearing based on Northridge, Phase Two, as recorded in Cabinet U, Page 384, Plat Records, Denton County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



TEEL PARKWAY ROW a1.doc

STATE OF TEXAS *
COUNTY OF DENTON *

WHEREAS ADAMA, LTD. is the owner of a tract of land out of the J.D. HAWKINS SURVEY, Abstract No. 579, in the City of Frisco, Denton County, Texas, and being part of the 98.20 acre tract of land described in deed to Adama Ltd., recorded in Denton County Clerk's File No. 99-R0043401 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod found), in the east line of said 98.20 acre tract, for the most easterly southeast corner of the 82.06 acre tract of land described in deed to Ashton Dallas Residential L.L.C., recorded in Denton County Clerk's File No. 99-R0034303 of the Real Property Records of Denton County, Texas;

THENCE with the east and southeast lines of said 98.20 acre tract, the following courses and distances to wit:
South 0 14'21" West, a distance of 591.62 feet to a 5/8" iron rod found for corner;
South 45 11'58" West, a distance of 97.87 feet to a 5/8" iron rod set in the north right-of-way line of F.M. 2934 (Eldorado Parkway, variable width ROW);

THENCE with said north right-of-way line, South 89 52'30" West, a distance of 25.85 feet to a 5/8" iron rod set with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod set), for corner;

THENCE leaving said north right-of-way line the following courses and distances to wit:
North 00 14'21" East, a distance of 10.00 feet to a 5/8" iron rod set for corner;
North 45 03'26" East, a distance of 35.47 feet to a 5/8" iron rod set for corner;
North 00 14'21" East, a distance of 175.00 feet to a 5/8" iron rod set for corner;
North 04 03'42" East, a distance of 150.00 feet to a 5/8" iron rod set for corner;
North 00 14'21" East, a distance of 300.91 feet to a 5/8" iron rod set for corner in the most easterly south line of said 82.06 acre tract;

THENCE with said south line, North 89 56'52" East, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.9334 acre of land.

Bearing system base upon the monuments found along the south right-of-way line of F.M. 2934, according to the tract of land described in deed to Meditrust Golf Group II, Inc., recorded in Denton County Clerk's File No. 90-R0057027 of the Real Property Records of Denton County, Texas.

EXHIBIT "A"
TEEL PARKWAY WIDENING PROJECT
MAIN STREET TO ELDORADO PARKWAY

PARCEL NO. 1
OWNER: GENE P. McCUTCHIN
RIGHT-OF-WAY ACQUISITION
J. W. COX SURVEY, ABSTRACT NO. 219
L. MORRELL SURVEY, ABSTRACT NO. 863
CITY OF FRISCO
DENTON COUNTY, TEXAS

Being a 1.148 acre tract of land situated in the J. W. Cox Survey, Abstract No. 219, City of Frisco, Denton County, Texas, said 1.148 acre tract of land being a portion of a 14.10 acre tract of land (the remainder of a 21.5163 acre tract of land) deeded to Gene P. McCutchin as recorded in Volume 4605, Page 814 of the Deed Records of Denton County, Texas, said 1.148 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "ALLIANCE" found for the northeast corner of said 21.5163 acre tract of land, said 1/2 inch iron rod with cap stamped "ALLIANCE" being the northwest corner of Griffin Parc, Phase 2, an addition to the City of Frisco, Denton County, Texas as recorded in Cabinet U, Page 642 of the Plat Records of Denton County, Texas, said 1/2 inch iron rod with cap stamped "ALLIANCE" also being in the south right-of-way line of Eldorado Parkway (F.M. 2934), a variable width right-of-way); THENCE South 00 degrees 25 minutes 50 seconds East, with the east line of said 21.5163 acre tract of land and with the west line of said Griffin Parc, Phase 2, a distance of 825.04 feet to a 3/8 inch iron rod found for the northeast corner of a tract of land deeded to JAK Development Corporation as recorded in Volume 5385, Page 4096 of said Deed Records of Denton County, Texas; THENCE South 89 degrees 20 minutes 00 seconds West, with the north line of said tract of land deeded to JAK Development Corporation, a distance of 618.44 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the **POINT OF BEGINNING**, said 5/8 inch iron rod with cap stamped "GORRONDONA" being in the proposed east right-of-way line of Teel Parkway;

THENCE South 89 degrees 20 minutes 00 seconds West, with the north line of said tract of land deeded to JAK Development Corporation, a distance of 64.43 feet to a 1/2 inch iron rod found for the northwest corner of said tract of land deeded to JAK Development Corporation, said 1/2 inch iron rod being in the west line of said 21.5163 acre tract of land and in the existing east right-of-way line of Teel Parkway (a variable width right-of-way) as recorded in Cabinet Q, Page 156 of said Plat Records of Denton County, Texas, said 1/2 inch iron rod also being the beginning of a non-tangent curve to the right having a radius of 1100.00 feet, a central angle of 20 degrees 44 minutes 38 seconds and whose chord bears North 11 degrees 02 minutes 18 seconds West, a distance of 396.08 feet;

THENCE with said non-tangent curve to the right, with the west line of said 21.5163 acre tract of land and with the existing east right-of-way line of said Teel Parkway, an arc length of 398.25 feet to a point for corner;

THENCE North 00 degrees 40 minutes 00 seconds West, with the west line of said 21.5163 acre tract of land and with the existing east right-of-way line of said Teel Parkway, a distance of 435.00 feet to a point for the northwest corner of said 21.5163 acre tract of land, said point being in the south right-of-way line of said Eldorado Parkway;

GORRONDONA & ASSOCIATES, INC. 6707 BRENTWOOD STAIR RD SUITE 50 FORT WORTH, TEXAS 76112 817-496-1424 FAX 817-496-1765

THENCE North 89 degrees 20 minutes 00 seconds East, with the north line of said 21.5163 acre tract of land and with the south right-of-way line of said Eldorado Parkway, a distance of 60.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the intersection of the proposed east right-of-way line of said Teel Parkway with the south right-of-way line of said Eldorado Parkway;

THENCE South 00 degrees 40 minutes 00 seconds East, with the proposed east right-of-way line of said Teel Parkway, a distance of 435.00 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for the beginning of a curve to the left having a radius of 1040.00 feet, a central angle of 22 degrees 00 minutes 03 seconds and whose chord bears South 11 degrees 40 minutes 01 seconds East, a distance of 396.30 feet;

THENCE with said curve to the left and with the proposed east right-of-way line of said Teel Parkway, an arc length of 399.35 feet to the **POINT OF BEGINNING**, and containing 50,027 square feet or 1.148 acres of land, more or less.

NOTE: Basis of Bearing is the Texas Coordinate System, NAD 83(93), North Central Zone, based on the Texas Department of Transportation Monument R0430217, with a Surface Factor for this project of 1.000152710. Distances and areas shown are surface.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: Gorrondona & Associates, Inc.

By: _____

Surveyor's Name: Richard Kennedy
Registered Professional Land Surveyor.
Texas No. 5527
Date of survey: August 28, 2004

STATE OF TEXAS
REGISTERED
RICHARD KENNEDY
5527
PROFESSIONAL
LAND SURVEYOR

(Exhibit "A") Page 2 of 3

GORRONDONA & ASSOCIATES, INC. 6701 BRENTWOOD STAIR RD SUITE 50 FORT WORTH, TEXAS 76112 817-496-1424 FAX 817-496-1768

STATE OF TEXAS *
COUNTY OF DENTON *

WHEREAS WEST FRISCO DEVELOPMENT CORPORATION, ATLANTIC GULF COMMUNITIES CORPORATION AND PULTE HOMES OF TEXAS, L.P. are the owners of a tract of land out of the J.W. COX SURVEY, Abstract No. 219, the CRAIN & WARREN SURVEY, Abstract No. 229, the L. MORRELL SURVEY, Abstract No. 863 and the S. SHEARER SURVEY, Abstract No. 1232, in the City of Frisco, Denton County, Texas and being part of a 31.42 acre tract of land described in deed to West Frisco Development Corporation, recorded in Denton County Clerk's File No. 97-R0056344 of the Real Property Records of Denton County, Texas, part of a 268.79 acre tract of land described in deed to West Frisco Development Corporation, recorded in Denton County Clerk's File No. 97-R0056354 of the Real Property Records of Denton County, Texas, being part of a 111.37 acre tract of land described in deed to Atlantic Gulf Communities Corporation, recorded in Denton County Clerk's File No. 97-R0087529 of the Real Property Records of Denton County, Texas, and part of a 170.67 acre tract of land described in deed to Pulte Homes of Texas, L.P., recorded in Denton County Clerk's File No. 98-R0057027 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod found) for the easterly most southeast corner of the beforementioned 31.42 acre tract;

THENCE with the south line of said 31.42 acre tract, North 89°12'43" West, a distance of 120.01 feet to a 5/8" iron rod found for the northwest corner of said 1.79 acre tract;

THENCE leaving the south line of said 31.42 acre tract, the following courses and distances to wit:
North 00°00'40" West, a distance of 3700.71 feet to a 5/8" iron rod found for corner;
North 05°43'09" West, a distance of 351.89 feet to a 5/8" iron rod found for corner;
North 00°00'40" West, a distance of 702.45 feet to a 5/8" iron rod found for the beginning of a tangent curve to the right, having a central angle of 21°23'20", a radius of 1086.50 feet and a chord bearing and distance of North 10°41'00" East, 403.25 feet;
Northeasterly, with said curve, an arc distance of 405.60 feet to a 5/8" iron rod found for corner;
North 21°22'40" East, a distance of 209.85 feet to a 5/8" iron rod found for the beginning of a tangent curve to the left, having a central angle of 21°16'01", a radius of 1040.00 feet and a chord bearing and distance of North 10°44'40" East, 383.81 feet;
Northeasterly, with said curve, an arc distance of 386.02 feet to a 5/8" iron rod set with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod set) in the west line of the beforementioned 111.37 acre tract;

THENCE with said west line, North 00°06'40" East, a distance of 500.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the left, having a central angle of 48°27'18", a radius of 1040.00 feet and a chord bearing and distance of North 24°06'59" West, 853.55 feet;

THENCE leaving the west line of said 111.37 acre tract, the following courses and distances to wit:
Northwesterly, with said curve, an arc distance of 879.53 feet to a 5/8" iron rod set for corner;
North 48°20'39" West, a distance of 100.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 48°13'09", a radius of 1160.00 feet and a chord bearing and distance of North 24°14'04" West, 947.68 feet;
Northwesterly, with said curve, an arc distance of 976.24 feet to a 5/8" iron rod set for corner;
North 00°07'30" West, a distance of 435.00 feet to a 5/8" iron rod set in the south right-of-way line of F.M. No. 2934 (a 115' ROW at this point);

THENCE with said south right-of-way line, North 89°52'30" East, a distance of 60.00 feet to a 5/8" iron rod found for the northeast corner of the beforementioned 170.67 acre tract and the northwest corner of a 21.50 acre tract of land described in deed to SLF Eldorado-423 Eagle, Ltd., recorded in Denton County Clerk's File No. 98-R0079198 of the Real Property Records of Denton County, Texas;

THENCE leaving the south right-of-way line of F.M. No. 2934 and with the west line of said 21.50 acre tract, the following courses and distances to wit:
South 00°07'30" East, a distance of 435.00 feet to a 5/8" iron rod found for the beginning of a tangent curve to the left, having a central angle of 48°13'09", a radius of 1100.00 feet and a chord bearing and distance of South 24°14'04" East, 898.66 feet;
Southeasterly, with said curve, an arc distance of 925.74 feet to a 5/8" iron rod found for corner;
South 48°20'39" East, a distance of 100.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 29°26'38", a radius of 1100.00 feet and a chord bearing and distance of South 33°37'20" East, 559.08 feet;
Southeasterly, with said curve, an arc distance of 565.28 feet to a 5/8" iron rod found in the west line of said 111.37 acre tract;

THENCE with said west line, North 00°06'40" East, a distance of 155.48 feet to a 5/8" iron rod set for the beginning of a non-tangent curve to the right, having a central angle of 26°17'30", a radius of 1160.00 feet and a chord bearing and distance of South 13°02'05" East, 527.64 feet;

THENCE leaving said west line, the following courses and distances to wit:
Southeasterly, with said curve, an arc distance of 532.29 feet to a 5/8" iron rod set for corner;
South 00°06'40" West, a distance of 500.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 21°16'00", a radius of 1160.00 feet and a chord bearing and distance of South 10°44'40" West, 428.10 feet;
Southwesterly, with said curve, an arc distance of 430.56 feet to a 5/8" iron rod found for corner;
South 21°22'40" West, a distance of 16.78 feet to a 5/8" to the beginning of tangent curve to the left, having a central angle of 21°23'20", a radius of 972.49 feet and a chord bearing and distance of South 10°41'00" West, 360.94 feet;
Southwesterly, with said curve, an arc distance of 363.04 feet to a 5/8" iron rod set for corner;
South 00°00'40" East, a distance of 443.18 feet to a 5/8" iron rod found in the north line of said 90 acre Griffin tract;

THENCE with the north line of said 90 acre tract, North 89°39'09" West, a distance of 95.00 feet to a 5/8" iron rod found for the northwest corner of said 90 acre tract;

THENCE with the west line of said 90 acre tract, South 00°00'40" East, a distance of 3598.70 feet to a 5/8" iron rod found for the southwest corner of said 90 acre tract and in the north line of the beforementioned 31.42 acre tract;

THENCE with said north line, South 89°56'32" East, a distance of 60.00 feet to a 5/8" iron rod found for the northerly most northwest corner of a 85.76 acre tract of land described in deed to Al Blum, Trustee, recorded in Denton County Clerk's File No. 97-R0022987 of the Real Property Records of Denton County, Texas;

THENCE with the west line of said 85.79 acre tract, South 00°00'40" East, a distance of 891.21 feet to the POINT OF BEGINNING and containing 17.5482 acres of land.

Bearing system based on the monuments found on the east line of the 268.79 acre tract of land described in deed to West Frisco Development Corporation, recorded in Denton County Clerk's File No. 97-R0056354 of the Real Property Records of Denton County, Texas.

TEEL PARKWAY AND MAIN STREET (F.M. 720) R.O.W.

LEGAL DESCRIPTION

BEING an 1.821 acre tract of land situated in the Crain and Warren Survey, Abstract No. 229, City of Frisco, Denton County, Texas, said tract being all of Teel Parkway, a variable width right-of-way, and all of Main Street (F.M. 720), a variable width right-of-way, as dedicated by Teel Crossing Shopping Center II, as recorded in Cabinet U, Page 754, Plat Records, Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Teel Crossing Shopping Center II;

THENCE North 00 degrees 00 minutes 40 seconds West, along the west line of said Teel Crossing Shopping Center II, a distance of 30.81 feet to the intersection of the west line of said Teel Crossing Shopping Center II and the north right-of-way line of Main Street (F.M. 720);

THENCE along the north right-of-way line of Main Street (F.M. 720) the following three calls:

South 89 degrees 12 minutes 43 seconds East, a distance of 680.01 feet;

North 86 degrees 58 minutes 19 seconds East, a distance of 150.21 feet;

South 89 degrees 12 minutes 43 seconds East, a distance of 175.07 feet to the southern corner of a corner clip intersection of the north right-of-way line of Main Street (F.M. 720) and the west right-of-way line of Teel Parkway;

THENCE North 45 degrees 23 minutes 21 seconds East, along the west line of said corner clip, a distance of 35.11 feet to the northern corner of said corner clip;

THENCE along the west right-of-way of said Teel Parkway the following three calls:

North 00 degrees 00 minutes 40 seconds West, a distance of 175.02 feet;

North 03 degrees 49 minutes 31 seconds East, a distance of 149.49 feet;

North 00 degrees 00 minutes 40 seconds West, a distance of 290.75 feet to the north line of said Teel Crossing Shopping Center II and the southwest corner of Lot 1, Block A, Teel Parkway R.O.W. Dedication, Phase 2, as recorded in Cabinet Q, Page 156, P.R.D.C.T.;

THENCE South 89 degrees 12 minutes 43 seconds East, along the north line of said Teel Crossing Shopping Center II and the south line of said Teel Parkway R.O.W. Dedication, Phase 2, a distance of 60.01 feet to the northeast corner of said Teel Crossing Shopping Center II;

THENCE South 00 degrees 00 minutes 40 seconds East, along the east line of said Teel Crossing Shopping Center II, a distance of 681.85 feet to the southeast corner of said Teel Crossing Shopping Center II;

THENCE North 89 degrees 09 minutes 40 seconds West, along the south line of said Teel Crossing Shopping Center II, a distance of 1100.12 feet to the POINT OF BEGINNING AND CONTAINING 79,341 square feet or 1.821 acres of land more or less.

NOTES:

1. Bearings based on Teel Crossing Shopping Center II, as recorded in Cabinet U, Page 754, Plat Records, Denton County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



R2 - ROW of The Trails Parkway from Teel Parkway to Crockett Drive and
ROW of Smotherman Road from The Trails Parkway to Corbell Elementary

(see attached)

STATE OF TEXAS *
COUNTY OF DENTON *

WHEREAS, HUNTER TRACT ASSOCIATES, L.P. is the owner of a tract of land out of the J.W. COX SURVEY, Abstract No. 219, in the City of Frisco, Denton County, Texas, being part of a 268.79 acre tract of land as described in deed to West Frisco Development Corporation, recorded in the Denton County Clerk's File No. 97-R0056354 of the Real Property Records of Denton County, Texas, and being a part of a 61.30 acre tract of land as described in deed to West Frisco Development Corporation, recorded in the Denton County Clerk's File No. 95-R0056350 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod set) in the west right-of-way line of Teel Parkway (60' ROW) according to the plat thereof recorded in Cabinet Q, Slide 156 of the Plat Records of Denton County, Texas from which a 5/8" iron rod found with a red plastic cap stamped "PBS&J, INC" (hereinafter called 5/8" iron rod found) for the southerly most southeast corner of a 170.67 acre tract of land described in deed to Meditrust Golf Group II, Inc., recorded in the Denton County Clerk's File No. 98-R0057027 of the Real Property Records of Denton County, Texas bears North 00°00'40" West, a distance of 15.00 feet;

THENCE with the west line of said Teel Parkway, South 00°00'40" East, a distance of 60.01 feet to a point for corner;

THENCE leaving said northwest right-of-way line of said Teel Parkway, the following courses and distances to wit:
South 88°48'27" West, a distance of 450.53 feet to a point for the beginning of a tangent curve to the left, having a central angle of 19°47'04", a radius of 625.00 feet and a chord bearing and distance of South 78°54'55" West, 214.75 feet;
Southwesterly with said curve, an arc distance of 215.82 feet to a point for corner;
South 69°01'23" West, a distance of 179.51 feet to a point for the beginning of a tangent curve to the right, having a central angle of 55°16'49", a radius of 1573.00 feet and a chord bearing and distance of North 83°20'13" West, 1459.48 feet;
Northwesterly with said curve, an arc distance of 1517.67 feet to a point for corner;
North 55°41'49" West, a distance of 142.72 feet to a point for the beginning of a tangent curve to the left, having a central angle of 67°00'57", a radius of 625.00 feet and a chord bearing and distance of North 89°12'17" West, 690.07 feet;
Northwesterly with said curve, an arc distance of 731.03 feet to a point for corner;
South 57°17'14" West, a distance of 648.10 feet to a point for the beginning of a tangent curve to the left, having a central angle of 70°20'22", a radius of 653.05 feet and a chord bearing and distance of South 22°07'03" West, 752.31 feet;
Southwesterly with said curve, an arc distance of 801.72 feet to a 5/8" iron rod set for corner;
South 76°56'52" West, a distance of 60.00 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 70°20'22", a radius of 713.05 feet and a chord bearing and distance of North 22°07'03" East, 821.43 feet;;
Northeasterly with said curve, an arc distance of 875.38 feet, the following courses and distances to wit:
North 57°17'14" East, a distance of 648.10 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 67°00'57", a radius of 685.00 feet and a chord bearing and distance of South 89°12'17" East, 756.31 feet;
Southeasterly with said curve, an arc distance of 801.21 feet to a 5/8" iron rod set for corner;
South 55°41'49" East, a distance of 142.72 feet to a 5/8" iron rod set for the beginning of reverse curve to the left, having a central angle of 55°16'49", a radius of 1513.00 feet and a chord bearing and distance of South 83°20'13" East, 1403.81 feet;
Southeasterly with said curve, an arc distance of 1459.78 feet to a 5/8" iron rod set for corner;
North 69°01'23" East, a distance of 179.51 feet to a 5/8" iron rod set for the beginning of a tangent curve to the right, having a central angle of 19°47'04", a radius of 685.00 feet and a chord bearing and distance of North 78°54'55" East, 235.36 feet;
Northeasterly with said curve, an arc distance of 236.53 feet to a 5/8" iron rod set for corner;
North 88°48'27" East, a distance of 451.77 feet to the POINT OF BEGINNING and containing 6.5304 acres of land.

Bearing system based upon monuments found along the south line of Blackstone Golf Club an addition to the City of Frisco, Denton County, Texas according to the plat thereof recorded in Cabinet R, Slide 162 of the Plat Records of Denton County, Texas.

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, HUNTER TRACT ASSOCIATES L.P. IS THE OWNER OF A TRACT OF LAND OUT OF THE J.W. COX SURVEY, ABSTRACT NO. 219, AND THE C. BOHRMAN SURVEY, ABSTRACT NO. 86, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS, BEING PART OF A 213.67 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO HUNTER TRACT ASSOCIATES, LP, RECORDED IN THE DENTON COUNTY CLERK'S FILE NO. 99-R0125736 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS, AND BEING A PART OF A 43.10 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO KIMBALL WEST FRISCO LIMITED PARTNERSHIP, RECORDED IN THE DENTON COUNTY CLERK'S FILE NO. 95-R0056350 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "PBS&J, INC." FOR THE NORTHERLY MOST CORNER OF THE TRAILS, PHASE 2, SECTION C, AN ADDITION TO THE CITY OF FRISCO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET R, SLIDE 92 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE WITH THE NORTH LINE OF SAID ADDITION, SOUTH 76° 56' 52" WEST, A DISTANCE OF 77.00 FEET, TO A 5/8" IRON ROD FOUND IN THE FUTURE WEST RIGHT-OF-WAY OF THE TRAILS PARKWAY (PROPOSED 60' RIGHT-OF-WAY), ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 713.05 FEET, A CHORD BEARING OF NORTH 08° 29' 39" WEST, AND A CHORD DISTANCE OF 113.33 FEET;

THENCE NORTHWESTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09° 06' 59", AN ARC LENGHT OF 113.45 FEET, TO A 5/8" IRON ROD FOUND FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 713.05 FEET, A CHORD BEARING OF NORTH 26° 40' 33" EAST, AND A CHORD DISTANCE OF 726.19 FEET;

THENCE NORTHEASTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 61° 13' 24", AN ARC LENGTH OF 761.92 FEET, TO A 5/8" IRON ROD FOUND FOR CORNER IN THE FUTURE WEST RIGHT-OF-WAY OF THE TRAILS PARKWAY;

THENCE NORTH 57° 17' 14" EAST, ALONG THE FUTURE WEST RIGHT-OF-WAY OF THE TRAILS PARKWAY A DISTANCE OF 132.35 FEET,TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE PLACE OF BEGINNING;

THENCE NORTH 12°17'14" EAST, A DISTANCE OF 14.14 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE NORTH 32°42'46" WEST, A DISTANCE OF 140.10 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1195.48 FEET, A CHORD BEARING OF NORTH 39°18'29" WEST, AND A CHORD DISTANCE OF 274.61 FEET;

THENCE NORTHWESTERLY WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°11'26", AN ARC DISTANCE OF 275.22 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE NORTH 45°54'11" WEST, A DISTANCE OF 93.23 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 561.00 FEET, A CHORD BEARING OF NORTH 81°20'44" WEST, AND CHORD DISTANCE OF 650.63 FEET;

THENCE NORTHWESTERLY WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 70°53'05", AN ARC DISTANCE OF 694.05 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE SOUTH 63°12'43" WEST, A DISTANCE OF 156.42 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 690.00 FEET, A CHORD BEARING OF SOUTH 49°44'38" WEST, AND CHORD DISTANCE OF 321.41 FEET;

THENCE SOUTHWESTERLY WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°56'12", AN ARC DISTANCE OF 324.39 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE SOUTH 36°16'32" WEST, A DISTANCE OF 113.69 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, A CHORD BEARING OF SOUTH 62°31'16" WEST, AND A CHORD DISTANCE OF 627.95 FEET;

THENCE SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 52°29'27", AN ARC DISTANCE OF 650.46 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE NORTH 00°03'04" EAST, A DISTANCE OF 30.01 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 680.00 FEET, A CHORD BEARING OF NORTH 62°29'42" EAST, AND A CHORD DISTANCE OF 600.86 FEET;

THENCE NORTHEASTERLY WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 52°29'19", AND AN ARC DISTANCE OF 622.35 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE NORTH 36°16'32" EAST, A DISTANCE OF 113.69 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 720.00 FEET, A CHORD BEARING OF NORTH 49°44'38" EAST, AND A CHORD DISTANCE OF 335.38;

THENCE NORTHEASTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°56'10", AND AN ARC DISTANCE OF 338.49 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE NORTH 63°12'43" EAST, A DISTANCE OF 156.42 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 591.00 FEET, A CHORD BEARING OF SOUTH 81°20'44" EAST, AND A CHORD DISTANCE OF 685.42 FEET;

THENCE SOUTHEASTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 70°53'04", AND AN ARC DISTANCE OF 731.17 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE SOUTH 45°54'11" EAST, A DISTANCE OF 93.23 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.46 FEET, A CHORD BEARING OF SOUTH 39°18'29" EAST, AND A CHORD DISTANCE OF 281.50 FEET;

THENCE SOUTHEASTERLY WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°11'26", AND AN ARC DISTANCE OF 282.12 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE SOUTH 32°42'46" EAST, A DISTANCE OF 150.10 FEET, TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "COTTON SURVEYING" SET FOR CORNER;

THENCE SOUTH 57°17'14" WEST, A DISTANCE OF 40.00 FEET, TO THE **PLACE OF BEGINNING** AND CONTAINING APPROXIMATELY 74,230.4962 SQUARE FEET, OR 1.7041 ACRES OF LAND MORE OR LESS.

R3 - ROW of Legacy Drive from Main Street to Allen Elementary

(see attached)

5545 1641

EXHIBIT A-1

BERT FIELDS, JR. PROPERTY
IN
DENTON COUNTY, TEXAS - JAMES OGDEN
SURVEY, ABSTRACT 980

BEING a tract of land situated in the James Ogden Survey, Abstract No. 980, Denton County, Texas and being a part of the same tracts as conveyed to Bert Fields, Jr., by deed as recorded in Volume 523, Page 677; Volume 523, Page 679; and Volume 523, Page 686 of the Deed Records, Denton County, Texas and being more fully described by metes and bounds as follows:

COMMENCING at the southeast corner of said Fields property as evidenced by a 5/8-inch iron rod next to a wooden fence corner post, and further being the southwest corner of Cheyenne Village, L.P., as described in a deed to Cheyenne Village L.P. as recorded in Vol. 4512, Pg. 267 of the Deed Records, Denton County, Texas an addition of the City of Frisco.

THENCE N 89°46'39" W, along the south line of said Fields tract a distance of 52.15 feet to a point in the east right-of-way line of proposed Legacy Drive to a point for corner as evidenced by a 1/2-inch iron rod and being POINT OF BEGINNING said point also being the POINT OF BEGINNING of a non tangent curve to the right having a deflection angle of 9°27'06", a radius of 1493.32 feet, a chord bearing N 28°09'49" W, a distance of 246.07 feet;

THENCE along said curve a distance of 246.34 feet to the point of tangent as evidenced by a 1/2-inch iron rod;

THENCE N 23°26'19" W, continuing along said east line of proposed Legacy Drive a distance of 96.42 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 23°18'16", a radius of 1438.79 feet, a chord bearing N 11°47'47" W, a distance of 581.18 feet as evidenced by a 1/2-inch iron rod;

THENCE along said curve a distance of 585.21 feet to the point of tangent;

THENCE N 00°13'37" W, continuing along said east right-of-way line, a distance of 295.28 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 13°10'45", a radius of 1390.00, a chord bearing N 06°21'45" E, a distance of 319.02 feet as evidenced by a 1/2-inch iron rod;

THENCE along said curve to the right, a distance of 319.73 feet;

THENCE N 12°57'08" E, continuing along said east right-of-way of Legacy Drive a distance of 205.67 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 38°11'12", a radius of 1510.00 feet, a chord bearing N 06°08'28" W, and a distance of 987.86 feet as evidenced by a 1/2-inch iron rod;

THENCE along said curve to the left and along the said east right-of-way of Legacy Drive, a distance of 1006.39 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 9°50'21", a radius of 1390.00, a chord bearing N 20°18'53" W, a distance of 238.41 feet;

THENCE along said curve to the right and along the said east right-of-way of Legacy Drive, a distance of 238.70 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 10°39'34", a radius of 450.00, a chord bearing N 10°03'55" W, a distance of 83.60 feet;

THENCE along said curve to the right and along the said east right-of-way of Legacy Drive, a distance of 83.72 feet;

THENCE N 04°44'08" W, continuing along said east right-of-way of Legacy Drive a distance of 149.26 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 06°11'16", a radius of 1373.99 feet, a chord bearing N 02°40'06" W, and a distance of 148.31 feet;

THENCE along said curve to the right and along the said east right-of-way of Legacy Drive, a distance of 148.39 feet;

THENCE N 00°25'32" E, continuing along said east right-of-way of Legacy Drive a distance of 13.79 feet to point for a corner;

THENCE N 45°25'32" E, continuing along said east right-of-way of Legacy Drive a distance of 35.36 feet to point for a corner;

THENCE S 89°34'28" E, continuing along said east right-of-way of Legacy Drive a distance of 54.88 feet to point for a corner, said point being in the east property line of said Fields tract and in the west property line of a tract of land conveyed to Joseph Puccini by deed as of record in File No. 97-0026346 of the Deed Records, Denton County, Texas;

THENCE N 00°14'40" E, continuing along said east right-of-way of Legacy Drive and along said east property line of said Fields tract and along the west property line of said Joseph Puccini, a distance of 140.00 feet to point for a corner;

THENCE N 89°34'28" W, continuing along said east right-of-way of Legacy Drive a distance of 54.43 feet to point for a corner;

THENCE N 44°34'28" W, continuing along said east right-of-way of Legacy Drive a distance of 35.36 feet to point for a corner;

THENCE N 00°25'32" E, continuing along said east right-of-way of Legacy Drive a distance of 175.00 feet to point for a corner;

THENCE N 05°39'43" W, continuing along said east right-of-way of Legacy Drive a distance of 150.87 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 04°15'33", a radius of 1940.00 feet, a chord bearing N 02°33'19" E, and a distance of 144.18 feet;

THENCE along said curve to the right and along said east right-of-way of Legacy Drive, a distance of 144.22 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 4°15'33", a radius of 2060.00, a chord bearing N 02°33'19" E, a distance of 153.10 feet;

THENCE along said curve to the left and along the said east right-of-way of Legacy Drive, a distance of 153.14 feet;

THENCE N 00°25'32" E, continuing along said east right-of-way of Legacy Drive a distance of 725.55 feet to a point for a corner, said point being in the north property line of said Fields tract and in the south property line of Dallas North Jetport, said point being S 89°46'49" W, 80.04 feet from the northeast property corner of said Fields tract as evidenced by a 1-inch iron rod next to a wooden fence corner post;

THENCE S 89°46'49" W, continuing along said north property line of said Fields tract a distance of 120.01 feet to point for a corner and being in the west right-of line of said Legacy Drive;

THENCE S 00°25'32" W, continuing along said west right-of-way of Legacy Drive a distance of 724.20 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 04°15'33", a radius of 1940.00 feet, a chord bearing S 02°33'19" W, and a distance of 144.18 feet;

THENCE along said curve to the right and continuing along said west right-of-way of Legacy Drive, a distance of 144.22 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 01°20'20", a radius of 2060.00, a chord bearing S 04°00'56" W, a distance of 48.13 feet;

THENCE along said curve to the left and along said west right-of-way of Legacy Drive, a distance of 48.13 feet;

THENCE S 04°36'53" W, continuing along said west right-of-way of Legacy Drive a distance of 255.66 feet to a point for a corner;

THENCE S 00°25'32" W, continuing along said west right-of-way of Legacy Drive a distance of 175.00 feet to a point for a corner;

THENCE S 45°25'32" W, continuing along said west right-of-way of Legacy Drive a distance of 35.36 feet to point for a corner

THENCE S 00°25'32" W, continuing along said west right-of-way of Legacy Drive a distance of 140.00 feet to point for a corner;

THENCE S 44°34'28" E, continuing along said west right-of-way of Legacy Drive a distance of 35.36 feet to point for a corner;

THENCE S 00°25'32" W, continuing along said west right-of-way of Legacy Drive a distance of 13.79 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 06°03'26", a radius of 1526.00 feet, a chord bearing S 02°36'11" E, and a distance of 161.25 feet;

THENCE along said curve to the left and continuing along said west right-of-way of Legacy Drive, a distance of 161.33 feet to a point for a corner;

THENCE S 14°33'48" E, continuing along said west right-of-way of Legacy Drive a distance of 150.00 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 13°58'16", a radius of 1510.00 feet, a chord bearing S 18°14'56" E, and a distance of 367.29 feet;

THENCE along said curve to the left and continuing along said west right-of-way of Legacy Drive, a distance of 368.20 feet to the POINT OF BEGINNING of a curve to the right having a deflection angle of 38°11'12", a radius of 1390.00, a chord bearing S 06°08'28" E, a distance of 909.36 feet;

THENCE along said curve to the right and continuing along said west right-of-way of Legacy Drive, a distance of 926.41 feet to a point for a corner;

THENCE S 12°57'08" W, continuing along said west right-of-way of Legacy Drive a distance of 205.67 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 13°10'47", a radius of 1510.00 feet, a chord bearing S 06°21'45" W, and a distance of 346.58 feet;

THENCE along said curve to the left and continuing along said west right-of-way of Legacy Drive, a distance of 347.34 feet;

THENCE S 00°13'37" E, continuing along said west right-of-way of Legacy Drive a distance of 295.28 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 23°17'51", a radius of 1558.79 feet, a chord bearing S 11°47'57" E, and a distance of 629.47 feet;

THENCE along said curve to the left and continuing along said west right-of-way of Legacy Drive, a distance of 633.83 feet;

THENCE S 23°26'19" E, continuing along said west right-of-way of Legacy, a distance of 96.42 feet to the POINT OF BEGINNING of a curve to the left having a deflection angle of 06°42'50", a radius of 1613.32 feet, a chord bearing S 26°47'41" E, and a distance of 188.94 feet;

THENCE along said curve to the left and continuing along said west right-of-way of Legacy Drive, a distance of 189.05 feet to a point for a corner in the south property line of said Fields tract;

THENCE S 89°46'39" E, along the south line of said Fields tract a distance of 141.07 feet to the POINT OF BEGINNING and containing 14.460 acres of land.

With conveyance of the right of way for Legacy Drive to the City of Frisco there shall also be conveyed a Temporary Construction and Slope Easement granted adjacent to the west and east right of way lines of proposed Legacy Drive through the Fields Property having a width off Fifty Five (55') feet for construction of the paving and drainage improvements to be effective until all construction of Legacy Drive has been completed and accepted by the City of Frisco.

NOTE: 1/2 inch iron rods were set at all right-of-way corners unless otherwise noted.

LEGACY DRIVE R.O.W.

LEGAL DESCRIPTION

BEING an 16.07 acre tract of land situated in the Crain and Warren Survey, Abstract No. 229, the J.G. Morrell Survey, Abstract No. 864, and the Clayton Rogers Survey, Abstract No. 1094, City of Frisco, Denton County, Texas, said tract being a part of Legacy Drive, a variable width right-of-way, as dedicated by North Dallas Jetport, Phase I, as recorded in Cabinet F, Page 190, Plat Records, Denton County, Texas (P.R.D.C.T.), said tract being more particularly described as follows:

BEGINNING at the northeast corner of said North Dallas Jetport, Phase I, and being on the south right-of-way of Main Street (F.M. 720)

THENCE South 00 degrees 26 minutes 53 seconds West, along the east line of said North Dallas Jetport, Phase I, a distance of 3713.38 feet to the beginning of a circular curve to the right, having a radius of 1060.00 feet and whose chord bears South 06 degrees 01 minutes 19 seconds West, a distance of 205.91 feet;

THENCE Southwest, along the east line of said North Dallas Jetport, Phase I, and said curve to the right, through a central angle of 11 degrees 08 minutes 52 seconds, an arc distance of 206.24 feet;

THENCE South 00 degrees 26 minutes 53 seconds West, along the east line of said North Dallas Jetport, Phase I, a distance of 63.94 feet to the beginning of a circular curve to the right, having a radius of 1060.00 feet and whose chord bears South 16 degrees 12 minutes 12 seconds West, a distance of 170.34 feet;

THENCE Southwest, departing the east line of said North Dallas Jetport, Phase I, along said curve to the right, through a central angle of 09 degrees 13 minutes 02 seconds, an arc distance of 170.53 feet to the point of reverse curvature of a circular curve to the left, having a radius of 940.00 feet and whose chord bears South 10 degrees 37 minutes 48 seconds West, a distance of 332.34 feet;

THENCE Southwest, along said curve to the left, through a central angle of 20 degrees 21 minutes 51 seconds, an arc distance of 334.10 feet;

THENCE South 00 degrees 26 minutes 53 seconds West, a distance of 1345.41 feet to the south line of said North Dallas Jetport, Phase 1;

THENCE South 89 degrees 44 minutes 03 seconds West, along the south line of said North Dallas Jetport, Phase 1, a distance of 120.01 feet;

THENCE along the west right-of-way of Legacy Drive the following calls:

North 00 degrees 26 minutes 53 seconds East, a distance of 1346.90 feet to the point of circular curve to the right, having a radius of 1060.00 feet and whose chord bears North 10 degrees 37 minutes 48 seconds East, a distance of 374.77 feet;

Northeast, along said curve to the right, through a central angle of 20 degrees 21 minutes 51 seconds, an arc distance of 376.75 feet to the point of reverse curvature of a circular curve to left, having a radius of 940.00 feet and whose chord bears North 10 degrees 37 minutes 48 seconds East, a distance of 332.34 feet;

Northeast, along said curve to the left, through a central angle of 20 degrees 21 minutes 50 seconds, an arc distance of 334.09 feet;

North 00 degrees 26 minutes 53 seconds East, a distance of 3794.50 feet to the south right-of-way line of Main Street (F.M. 720);

THENCE South 81 degrees 23 minutes 49 seconds East, along said south right-of-way line, a distance of 121.23 feet to the POINT OF BEGINNING AND CONTAINING 699,889 square feet or 16.07 acres of land more or less.

NOTES:

1. Bearings based on North Dallas Jetport, Phase I, as recorded in Cabinet F, Page 190, Plat Records, Denton County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



R4 - ROW of John W. Elliott Drive from Main Street to Sports Village Road and
ROW of Technology Drive from John W. Elliott Drive to Frisco Street

(see attached)

JOHN W. ELLIOT DRIVE R.O.W.

LEGAL DESCRIPTION

BEING a 0.4789 of an acre tract of land situated in the H. Moss Survey, Abstract No. 626, City of Frisco, Collin County, Texas, said tract being a part of John W. Elliot Drive, a 60 foot wide right-of-way, as dedicated by Sports Village USA, as recorded in Cabinet 2008, Page 350, Plat Records, Collin County, Texas (P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at the southwest corner of Lot 3, Block B of said Sports Village USA, and being at the intersection of the east right-of-way of John W. Elliot Drive and the south line of said Sports Village USA;

THENCE North 89 degrees 42 minutes 31 seconds West, along the south line of said Sports Village USA, a distance of 61.14 feet to the southeast corner of Lot 2, Block A of said Sports Village USA, and being the intersection of the west right-of-way of John W. Elliot Drive and the south line of said Sports Village USA;

THENCE North 11 degrees 23 minutes 19 seconds East, along the east line of said Lot 2 and the west right-of-way line of John W. Elliot Drive, a distance of 270.83 feet to the beginning of a circular curve to the right, having a radius of 480.00 feet and whose chord bears North 16 degrees 59 minutes 45 seconds East, a distance of 93.80 feet;

THENCE Northeast, along the east line of said Lot 2 and the west right-of-way line of John W. Elliot Drive, and said curve to the right, through a central angle of 11 degrees 12 minutes 51 seconds, an arc distance of 93.95 feet to the northeast corner of said Lot 2 and being the intersection of the west right-of-way line of John W. Elliot Drive and the south right-of-way line of Sports Village Road;

THENCE South 57 degrees 17 minutes 35 seconds East, a distance of 61.08 feet to the east right-of-way line of John W. Elliot Drive and the west line of said Lot 3, at the beginning of a circular curve to the left, having a radius of 420.00 feet and whose chord bears South 16 degrees 15 minutes 54 seconds West, a distance of 71.40 feet.

THENCE Southwest, along the east right-of-way line of John W. Elliot Drive and the west line of said Lot 3, and said curve to the left, through a central angle of 09 degrees 45 minutes 09 seconds, an arc distance of 71.49 feet;

THENCE South 11 degrees 23 minutes 19 Seconds West, along the east right-of-way line of John W. Elliot Drive and the west line of said Lot 3, a distance of 259.06 feet to the POINT OF BEGINNING AND CONTAINING 20,859 square feet or 0.4789 of an acre of land more or less.

JOHN W. ELLIOT DRIVE R.O.W.

NOTES:

1. Bearings based on Sports Village USA, as recorded in Cabinet 2008, Page 350, Plat Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



DESCRIPTION OF PROPRTY SURVEYED

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, the CONNELL DEVELOPMENT CO. is the owner of a 4.018 acre tract of land located in the James Bolin Survey, Abstract No. 31, and the H. Moss Survey, Abstract No. 626 situated in the City of Frisco, Collin County, Texas; said tract being part of a tract of land conveyed to Frisco Industrial Park in deed, recorded in Volume 1313, Page 740 of the Deed Records of Collin County, Texas; said 4.018 acre tract of land being more particularly described as follows:

COMMENCING, at a 1/2–inch iron rod with "Pacheco Koch" cap set at the south end of a corner clip at the intersection of the north line of Main Street (F.M. 720, an 80–foot wide right–of–way) and the east line of F.M. 2934 (a 100 foot wide right–of–way), said point being the southernmost southwest corner of said tract;

THENCE, North 21 degrees, 08 minutes, 41 seconds West, departing the said north line of Main Street and along said corner clip, a distance of 112.39 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set for corner in said east line of F.M. 2934;

THENCE, North 00 degrees, 47 minutes, 22 seconds East, continuing along said east line of F.M. 2934, a distance of 2138.41 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set at the POINT OF BEGINNING;

THENCE, North 00 degrees, 47 minutes, 22 seconds East, continuing along said east line of F.M. 2934, a distance of 80.00 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 44 degrees, 11 minutes, 56 seconds East, departing the said east line of F.M. 2934, a distance of 14.14 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 89 degrees, 11 minutes, 15 seconds East, a distance of 1209.66 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the right whose center bears South 00 degrees, 48 minutes, 45 seconds West, a distance of 830.00 feet from said point;

THENCE, in a southeasterly direction, along said curve to the right through a central angle of 10 degrees, 58 minutes, 15 seconds, an arc distance of 158.93 feet, to a 1/2–inch iron rod with "Pacheco Koch" cap set at the end of said curve;

THENCE, South 78 degrees, 13 minutes, 00 seconds East, a distance of 20.00 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the left whose center bears North 11 degrees, 47 minutes, 00 seconds East, a distance of 30.00 feet from said point;

THENCE, in a northeasterly direction, along said curve to the left through a central angle of 90 degrees, 00 minutes, 00 seconds, an arc distance of 47.12 feet, to a 1/2–inch iron rod with "Pacheco Koch" cap set at the end of said curve;

THENCE, North 11 degrees, 47 minutes, 00 seconds East, a distance of 351.66 feet to a 1/2–inch iron rod with "Pacheco–Koch" cap set for corner in the south line of a tract of land conveyed to Jack Hopper, Et. Al., recorded in Collin County Clerk Number 94–0026255 of the Deed Records of Collin County, Texas;

THENCE, South 89 degrees, 11 minutes, 15 seconds East, along the said south line of Jack Hopper tract, a distance of 61.12 feet to a 1/2--inch iron rod with "Pacheco–Koch" cap set for corner;

THENCE, South 11 degrees, 47 minutes, 00 seconds West, departing the said south line of Jack Hopper tract, a distance of 1493.44 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set for corner, said point also being in the north right–of way line of John W. Elliot Drive (a 60–foot wide right–of–way);

THENCE, North 78 degrees, 13 minutes, 00 seconds West, along the said north line of John W. Elliot Drive, a distance of 60.00 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 11 degrees, 47 minutes, 00 seconds East, departing the said north line of John W. Elliot Drive, a distance of 1010.15 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the left whose center bears North 78 degrees, 13 minutes, 00 seconds West, a distance of 30.00 feet from said point;

THENCE, in a northwesterly direction, along said curve to the left through a central angle of 90 degrees, 00 minutes, 00 seconds, an arc distance of 47.12 feet, to a 1/2–inch iron rod with "Pacheco Koch" cap set at the end of said curve;

THENCE, North 78 degrees, 13 minutes, 00 seconds East, a distance of 20.00 feet to a 1/2–inch iron rod with "Pacheco Koch" cap set at the beginning of a curve to the left whose center bears South 11 degrees, 47 minutes, 00 seconds East, a distance of 770.00 feet from said point;

THENCE, in a northwesterly direction, along said curve to the left through a central angle of 10 degrees, 58 minutes, 15 seconds, an arc distance of 147.44 feet, to a 1/2–inch iron rod with "Pacheco Koch" cap set at the end of said curve;

THENCE, North 89 degrees, 11 minutes, 15 seconds West, a distance of 1209.64 feet to a 1/2–inch iron rod with "Pacheco–Koch" cap set for corner;

THENCE, South 45 degrees, 48 minutes, 04 seconds West, a distance of 14.14 feet to the POINT OF BEGINNING;

CONTAINING, 175,113 square feet or 4.020 acres of land, more or less.

CITY OF FRISCO, TEXAS JOHN W. ELLIOT DRIVE

TRACT NO. 2

Situated in the James Bolin Survey, Abstract No. 31, in the City of Frisco, Collin County, Texas, and being part of a tract conveyed to Frisco Industrial Park, as recorded in Volume 1313, Page 740 of the Deed Records of Collin County, Texas, and being further described as follows:

COMMENCING at a stake in the east boundary line of a tract conveyed by Franklin Life Insurance Company to Carter Fisher by a Deed dated September 5, 1939, as recorded in Volume 322, Page 437 of the said Deed Records of Collin County, Texas, at a point in the north boundary line of former U.S. Highway 24, and now known as F.M. 720, and the west boundary line of an original 60 foot street, and being at a point in the north boundary line of said State Highway, west of Block 108 of the town of Frisco;

THENCE North 11°04'00" East, 360.00 feet, to the PLACE OF BEGINNING;

THENCE North 79°05'00" West, 30.00 feet;

THENCE North 20°58'06" East, 174.56 feet;

THENCE South 11°04'00" West, 171.86 feet, to the PLACE OF BEGINNING, and containing 0.059 acres, more or less.

JOHN W. ELLIOT DRIVE (EIGHT STREET) R.O.W.

LEGAL DESCRIPTION

BEING a 1.827 acre tract of land situated in the James Bolin Survey, Abstract No. 31 and the W.B. Watkins Survey, Abstract No. 1004, City of Frisco, Collin County, Texas, said tract being a part of John W. Elliot Drive, (Eight Street), a 60 foot wide right-of-way, said tract being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1, Block 1, F.W.L.I. Addition, as recorded in Cabinet J, Page 610, Plat Records, Collin County, Texas, being in the east right-of-way line of John W. Elliot Drive;

THENCE South 11 degrees 47 minutes 00 seconds West, along the east right-of-way line of John W. Elliot Drive and the west line of said Lot 1, passing at 970.00 feet the southwest corner of said Lot 1, continuing for a total distance of 1000.00 feet to the north line of Tract I, a 2.170 acre tract of land described in a deed to the City of Frisco, Texas, as recorded in Volume 5983, Page 99, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE North 78 degrees 13 minutes 00 seconds West, along the east right-of-way line of John W. Elliot Drive and the north line of said 2.170 acre tract, a distance of 30.00 feet to the northwest corner of said 2.170 acre tract;

THENCE South 11 degrees 47 minutes 00 seconds West, along the east right-of-way line of John W. Elliot Drive and the west line of said 2.170 acre tract, passing at 269.21 feet the southwest corner of said 2.170 acre tract, continuing for a total distance of 293.27 feet to the north right-of-way line of Main Street (F.M. 720);

THENCE North 78 degrees 25 minutes 32 seconds West, along the north right-of-way line of Main Street (F.M. 720), a distance of 60.00 feet to the southeast corner of Tract 4, a 4.3406 acre tract of land described in a deed to Connell Development Co., as recorded in document number 20070501000583430 O.P.R.C.C.T., and being the intersection of the west right-of-way line of John W. Elliot Drive and the north right-of-way line of Main Street (F.M. 720);

THENCE North 11 degrees 47 minutes 00 seconds East, along the west right-of-way line of John W. Elliot Drive and the east line of said 4.3406 acre tract, a distance of 360.00 feet to the southwest corner of Tract No. 2, a 0.059 of an acre tract of land described in a deed to the City of Frisco, Texas, as recorded in document number 94-0112686 O.P.R.C.C.T.;

THENCE South 78 degrees 30 minutes 00 seconds East, along the west right-of-way line of John W. Elliot Drive and the south line of said 0.059 of an acre tract, a distance of 30.00 feet to the southeast corner of said 0.059 of an acre tract;

THENCE North 11 degrees 47 minutes 00 seconds East, along the west right-of-way line of John W. Elliot Drive and the east line of said 0.059 of an acre tract, passing at 174.56 feet the north

corner of said 0.059 of an acre tract and an angle point in the east line of said 4.3406 acre tract, continuing for a total distance of 933.34 feet;

THENCE South 78 degrees 13 minutes 00 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING AND CONTAINING 79,600 square feet or 1.827 acres of land more or less.

NOTES:

1. Bearings based on Lot 1, Block 1, F.W.L.I. Addition, as recorded in Cabinet J, Page 610, Plat Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



R5 - ROW of Independence Parkway from Lebanon Road to Northern City Limit and
ROW of Eldorado Parkway from Independence Parkway to Heritage High School

(see attached)

ELDORADO PARKWAY AND INDEPENDENCE PARKWAY R.O.W.

LEGAL DESCRIPTION

BEING a 6.629 acre tract of land situated in the John Cox Survey, Abstract No. 160 and the A.S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, said tract being all of Eldorado Parkway, a variable width right-of-way and all of Independence Parkway, a variable width right-of-way, as dedicated by NWC Eldorado & Independence, as recorded in Cabinet R, Page 154, Plat Records, Collin County, Texas (P.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at the southeast corner of said NWC Eldorado & Independence, at the intersection of Eldorado Parkway and Independence Parkway

THENCE along said Eldorado Parkway and the south line of said NWC Eldorado & Independence the following calls:

South 89 degrees 48 minutes 31 seconds West, a distance of 614.96 feet;

North 01 degrees 12 minutes 46 seconds West, a distance of 0.61 feet;

South 89 degrees 22 minutes 55 seconds West, a distance of 1232.14 feet to the southwest corner of said NWC Eldorado & Independence;

THENCE North 00 degrees 43 minutes 12 seconds West, along the west line of said NWC Eldorado & Independence, a distance of 60.00 feet to the north right-of-way line of Eldorado Parkway;

THENCE along the north right-of-way line of Eldorado Parkway the following calls:

North 89 degrees 22 minutes 55 seconds East, a distance of 1425.47 feet;

North 86 degrees 18 minutes 42 seconds East, a distance of 150.33 feet;

North 89 degrees 48 minutes 31 seconds East, a distance of 175.00 feet to the southern corner of a corner clip for the intersection of the north right-of-way line of Eldorado Parkway and the west right-of-way line of Independence Parkway;

THENCE North 44 degrees 32 minutes 40 seconds East, along said corner clip, a distance of 35.19 feet to the northern corner of said corner clip;

THENCE along the west right-of-way line of Independence Parkway the following calls:

North 00 degrees 43 minutes 12 seconds West, a distance of 175.00 feet;

North 03 degrees 39 minutes 47 seconds East, a distance of 150.33 feet;

North 00 degrees 43 minutes 12 seconds West, a distance of 1623.93 feet;

South 89 degrees 16 minutes 48 seconds West, a distance of 10.00 feet;

North 00 degrees 43 minutes 12 seconds West, a distance of 200.00 feet;

North 04 degrees 59 minutes 27 seconds East, a distance of 100.50 feet;

North 00 degrees 43 minutes 12 seconds West, a distance of 411.67 feet;

South 89 degrees 16 minutes 48 seconds West, a distance of 10.00 feet;

North 00 degrees 43 minutes 12 seconds West, a distance of 93.27 feet to the northern most northwest corner of said NWC Eldorado & Independence;

THENCE North 89 degrees 38 minutes 11 seconds East, a distance of 70.00 feet to the northeast corner of said NWC Eldorado & Independence;

THENCE South 00 degrees 43 minutes 12 seconds East, along said Independence Parkway and the east line of said NWC Eldorado & Independence, a distance of 2850.20 feet to the POINT OF BEGINNING AND CONTAINING 288,759 square feet or 6.629 acres of land more or less.

NOTES:

1. Bearing based on NWC Eldorado & Independence, as recorded in Cabinet R, Page 154, Plat Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



EXHIBIT "A"
Right-of-Way Acquisition
Independence Partners, LTD.
(EP-2R)

BEING a 1.2583 acre tract of land situated in the J.T. JOHNSON SURVEY, ABSTRACT No. 490 in Collin County, Texas, and being part of a 172.2490 acre tract of land as described in a deed to **Independence Partners, LTD.** recorded in Volume 4804, Page 1472 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner on the northwest corner of said Independence Partners, LTD. tract of land with said point being in the existing right-of-way of Eldorado Parkway, with same point being the northeast corner of Villages at Willow Bay South Phase One addition recorded in Volume 2006, Page 564 of the Plat Records of Collin County, Texas (P.R.C.C.T.); said point also being on the common line of the A.S. Young Survey, Abstract No. 1037 and said J.T. Johnson Survey, Abstract No. 490;

THENCE North 89°29'44" East along the existing south right-of-way line of Eldorado Parkway and the north property line of said Independence Partners, LTD. tract of land and also following the common line of said A.S. Young Survey, Abstract No. 1037 and said J.T. Johnson Survey, Abstract No. 490 for a distance of 838.63 feet to a point for corner; said point being on the northeast corner of said Independence Partners, LTD. tract of land and the northeast corner of said J.T. Johnson Survey, Abstract No. 490, with same point being the northwest corner of the I.J. Leeper Survey, Abstract No. 528;

THENCE South 00°31'51" East departing the existing south right-of-way line of Eldorado Parkway and the south line of said A.S. Young Survey, Abstract No. 1037 and following along the existing west right-of-way line of Independence Parkway and with the same line being the common line of said J.T. Johnson Survey, Abstract No. 490 and the I.J. Leeper Survey, Abstract No. 528, for a distance of 86.78 feet to a point for corner;

THENCE South 89°27'12" West departing the existing west right-of-way line of Independence Parkway and the common line of said J.T. Johnson Survey, Abstract No. 490 and the I.J. Leeper Survey, Abstract No. 528, continuing along said bearing, for a distance of 69.98 feet to a point for corner; said point being on the existing west right-of-way line of Independence Parkway as conveyed to the City of Frisco recorded in Volume 5820, Page 853 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and with said point also being in a electric easement as conveyed to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric as recorded in Volume 5939, Page 3753 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE South 00°32'48" East along said existing west right-of-way line of Independence Parkway as conveyed to the City of Frisco and the east line of said Independence Partners, LTD. tract of land and the east line of a grading and drainage easement as conveyed to the City of Frisco recorded in Volume 5820, Page 868 of the Deed Records of Collin County, Texas (D.R.C.C.T.) for a distance of 8.17 feet to a point for corner; said point being in said electric easement as conveyed to Denton County Electric Cooperative, Inc., d/b/a Coserv Electric;

THENCE North 45°31'32" West departing said west right-of-way line of Independence Parkway as conveyed to the City of Frisco and the east line of said Independence Partners, LTD. tract of land and the east line of said grading and drainage easement as conveyed to the City of Frisco, continuing along said bearing, for a distance of 35.37 feet to a point for corner; said point being in said grading and drainage easement as conveyed to the City of Frisco;

THENCE South 89°29'44" West, continuing along the proposed south right-of-way line of Eldorado Parkway, for a distance of 175.00 feet to a point for corner; said point being in a sanitary sewer easement as conveyed to the City of Frisco recorded in Volume 5939, Page 3747 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

DMJ

THENCE North 86°41'25" West, continuing along the proposed south right-of-way line of Eldorado Parkway, for a distance of 150.33 feet to a point for corner; said point being in said sanitary sewer easement as conveyed to the City of Frisco;

THENCE South 89°29'44" West, continuing along the proposed south right-of-way line of Eldorado Parkway, for a distance of 403.80 feet to a point for corner; said point being in said sanitary sewer easement as conveyed to the City of Frisco with said point on the west property line of said Independence Partners, LTD. tract of land and on the east property line of said Villages at Willow Bay South Phase One addition;

THENCE North 14°26'05" West along the west property line of said Independence Partners, LTD. tract of land and on the east property line of said Villages at Willow Bay South Phase One addition for a distance of 61.82 feet to the POINT OF BEGINNING, and containing 1.2583 acres of land, more or less.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

Exhibit "A"
Sheet 2 of 2

DWS

EXHIBIT "A"
Right-of-Way Acquisition
Independence Partners, Ltd.
(IP-10R)

BEING a 3.8782 acre tract of land situated in the J.T. JOHNSON SURVEY, ABSTRACT NO. 490 in Collin County, Texas, and being part of a 172.2490 acre tract as described in a deed to ***Independence Partners, Ltd.*** as recorded in Volume 4804, Page 1472 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

COMMENCING at an iron rod found at the northeast corner of said 172.2490 acre tract of land, said point being on the centerline of existing Eldorado Parkway;

THENCE South 00°32'48" East, along the east line of said 172.2490 acre tract of land and the existing centerline of Independence Parkway (CR 114), a distance of 86.78 feet to the POINT OF BEGINNING;

THENCE South 00°32'48" East, following the common east line of said 172.2490 acre tract of land and the existing centerline of Independence Parkway (CR 114), a distance of 2774.13 feet to an iron rod found for corner, said corner being the southeast corner of said 172.2490 acre tract of land;

THENCE South 89°26'42" West, departing the existing centerline of Independence Parkway (CR 114) and following the south line of said 172.2490 acre tract of land, a distance of 59.99 feet to a point for corner, said corner being on the proposed west right-of-way of Independence Parkway (CR 114);

THENCE continuing in a northerly direction along said proposed west right-of-way line of Independence Parkway (CR 114), as follows;

North 00°32'48" West, a distance of 2449.85 feet to a point for corner;

North 04°21'36" West, a distance of 150.36 feet to a point for corner;

North 00°32'48" West, a distance of 174.26 feet to a point for corner;

THENCE North 89°27'12" East, departing said proposed west right-of-way line of Independence Parkway (CR 114), a distance of 70.00 feet to the POINT OF BEGINNING and containing 3.8782 acres of land, of which 0.9553 acres is located within an existing 30 foot wide road, per the estate separation of the late George Herndon as evidenced in a deed dated February 3, 1903 and recorded in Volume 114, Page 617 of the deed records of Collin County, Texas.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

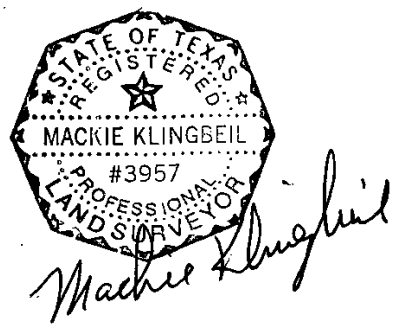


Exhibit "A"
Sheet 1 of 1

EXHIBIT "A"
Right-of-Way Acquisition
Morris S. Minton, Jr. Trust
(IP-8R)

BEING a 0.5625 acre tract of land situated in the JAMES T. JOHNSON SURVEY, ABSTRACT No. 490 in Collin County, Texas, and being part of a 33.525 acre tract of land as described in a deed to ***Morris S. Minton, Jr. Trust,*** recorded in Volume 5142, Page 3086 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

COMMENCING at an iron pin found at the southeast corner of a 172.249 acre tract of land as described in a deed to Independence Partners, Ltd. recorded in Volume 4804, Page 1472 of the D.R.C.C.T., same point being on the centerline of Independence Parkway (CR 114);

THENCE North 89°28'02" West, a distance of 14.80' feet to the POINT OF BEGINNING, said point being the northeast corner of said 33.525 acre tract;

THENCE South 00°19'37" East, along the east line of said 33.525 acre tract, same being the existing west line of Independence Parkway (CR 114), a distance of 549.97 feet to a point for corner, said corner being the southeast corner of said 33.525 acre tract and the northeast corner of a 55.875 acre tract of land as described in a deed to Florence Ann Minton Lake recorded in Volume 4862, Page 605 of the D.R.C.C.T.;

THENCE South 89°26'11" West, along the south line of said 33.525 acre tract, a distance of 43.91 feet to a point set for corner, same being on the proposed west right-of-way line of said Independence Parkway (CR 114);

THENCE North 00°27'41" West, along said proposed west right-of-way line, a distance of 549.97 feet to a point set for corner, said point being on the north line of said 33.525 acre tract;

THENCE North 89°26'09" East, departing said proposed west right-of-way line, and following along the north line of said 33.525 acre tract, a distance of 45.20 feet to the POINT OF BEGINNING and containing 0.5625 acres of land.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.



Exhibit "A"
Sheet 1 of 1

EXHIBIT "A"
Right-of-Way Acquisition
Florence Ann Minton Lake
(IP-6R)

BEING a 0.9000 acre tract of land situated in the JAMES T. JOHNSON SURVEY, ABSTRACT No. 490 in Collin County, Texas, and being part of a 55.875 acre tract of land as described in a deed to ***Florence Ann Minton Lake,*** recorded in Volume 4862, Page 605 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

BEGINNING at an iron pin found at the southeast corner of said 55.875 acre tract, said pin also being the northeast corner of a 50.00 acre tract of land as described in a deed to Lindley Cole Turner Trust, Matthew Garrett Turner Trust, and Matthew Garrett Turner (Co-Trustees Melinda Sue Partee and Stan Partee) recorded in Volume 4347, Pages 3145-3151 of the D.R.C.C.T.;

THENCE South 89°47'21" West, along the south line of said 55.875 acre tract, a distance of 41.38 feet to a point set for corner, said point being in the proposed west right-of-way line of Independence Parkway (CR 114);

THENCE North 00°27'41" West, along said proposed west right-of-way line, a distance of 923.12 feet to a point set for corner, said point being on the north line of said 55.875 acre tract;

THENCE North 89°26'11" East, departing said proposed west right-of-way line, and following along the north line of said 55.875 acre tract, a distance of 43.54 feet to the northeast corner of said 55.875 acre tract, same being on the existing west line of said Independence Parkway (CR 114);

THENCE South 00°19'37" East, along the east line of said 55.875 acre tract, and along said existing west line of Independence Parkway (CR 114), a distance of 923.38 feet to the POINT OF BEGINNING and containing 0.9000 acres of land.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.



Exhibit "A"
Sheet 1 of 1

INDEPENDENCE PARKWAY R.O.W.

LEGAL DESCRIPTION

BEING a 1.015 acre tract of land situated in the James T. Johnson Survey, Abstract No. 490 and the I.J. Leeper Survey, Abstract No. 528, City of Frisco, Collin County, Texas, said tract being a portion of Independence Parkway, said tract being more particularly described as follows:

BEGINNING at the northeast corner of a 0.5625 of an acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5841, Page 3381, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.) and being on the south line of a 3.8782 acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5820, Page 853, O.P.R.C.C.T.;

THENCE North 89 degrees 40 minutes 23 seconds East, a distance of 30.00 feet to the west line of a 3.0233 acre tract described in a deed to the City of Frisco, as recorded in Volume 5906, Page 4741, O.P.R.C.C.T.;

THENCE South 00 degrees 19 minutes 37 seconds East, along the west line of said 3.0233 acre tract, the west line of a 0.8196 of an acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5906, Page 4746, O.P.R.C.C.T., and the west line of a 0.9902 of an acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5853, Page 402, O.P.R.C.C.T., a distance of 1473.35 feet;

THENCE South 89 degrees 40 minutes 23 seconds West, a distance of 30.00 feet to the southeast corner of a 0.9000 of an acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5841, Page 3424, O.P.R.C.C.T.;

THENCE North 00 degrees 19 minutes 37 seconds West, along the east line of said 0.9000 of an acre tract and the east line of said 0.5625 of an acre tract, a distance of 1473.35 feet to the POINT OF BEGINNING AND CONTAINING 44,200 square feet or 1.015 acres of land more or less.

NOTES:

1. Bearing based on a 0.5625 of an acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5841, Page 3381, Official Public Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

STATE OF TEXAS
REGISTERED
HAL MOHLENKOFF
5439
PROFESSIONAL
LAND SURVEYOR

9/16/2011

INDEPENDENCE PARKWAY ROW a7.doc

05906 04140

EXHIBIT "A"
Right-of-Way Acquisition
Blackmon Ranch, Ltd.
(IP-9R)

BEING a 0.8196 acre tract of land situated in the I. J. LEEPER SURVEY, ABSTRACT No. 528 in Collin County, Texas, and being part of a 46.675 acre tract of land as described in a deed to ***Blackmon Ranch, Ltd.*** as recorded in Volume 5048, Page 3024 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

BEGINNING at an iron rod found at the southwest corner of said 46.675 acre tract, said point also being the northwest corner of a remaining 75.807 acre tract of land as described in a deed to Shaddock Developers, LTD., recorded in Volume 5123, Page 2008 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE North 00°24'00" West, along the west line of said 46.675 acre tract, said line also being the existing east line of Independence Parkway (CR 114), a distance of 772.80 feet to a point for corner, said point being the northwest corner of said 46.675 acre tract and the southwest corner of an 86.704 acre tract of land as described in a deed to Blackmon Ranch, Ltd., recorded in Volume 4571, Page 3108 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE North 89°52'17" East, along the north line of said 46.675 acre tract, a distance of 45.79 feet to a point for corner, said point being on the proposed east right-of-way line of Independence Parkway (CR 114);

THENCE South 00°27'41" East, departing the north line of said 46.675 acre tract and following the proposed east right-of-way line of Independence Parkway (CR 114), a distance of 772.69 feet to a point for corner, said point being on the proposed east right-of-way line of Independence Parkway (CR 114) and also being on the south line of said 46.675 acre tract;

THENCE South 89°44'00" West, along the south line of said 46.675 acre tract, a distance of 46.62 feet to the POINT OF BEGINNING and containing 0.8196 acres of land.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.



Exhibit "A"
Sheet 1 of 1

5853 00404

EXHIBIT "A"
Right-of-Way Acquisition
Shaddock Developers, Ltd.
(IP-7R)

BEING a 0.9902 acre tract of land situated in the I. J. LEEPER SURVEY, ABSTRACT No. 528 in Collin County, Texas, and being part of a remaining 75.807 acre tract of land as described in a deed to ***Shaddock Developers, Ltd.*** as recorded in Volume 4975, Page 408 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

BEGINNING at an iron rod found at the northwest corner of said remaining 75.807 acre tract, said point being on the existing east right-of-way line of Independence Parkway (CR 114);

THENCE North 89°44'00" East, along the north line of said 75.807 acre tract, same being the south line of a 46.675 acre tract of land as described in a deed to Blackmon Ranch, LTD., recorded in Volume 5048, Page 3024 of the Deed Records of Collin County, Texas (D.R.C.C.T.), a distance of 46.62 feet to a point for corner, said point being on the proposed east right-of-way line of Independence Parkway (CR 114);

THENCE South 00°27'41" East, along the proposed east right-of-way line of Independence Parkway, a distance of 939.58 feet to a point for corner, said point being on the north line of a 25.738 acre tract as originally described in a deed to the City of Frisco, recorded in Volume 5123, Page 2008 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE South 89°27'02" West, departing the proposed east right-of-way line of Independence Parkway (CR 114) and following the north line of said 25.738 acre tract, a distance of 45.18 feet to a point for corner, said point being on the existing east line of Independence Parkway (CR 114) and also being the northwest corner of said 25.738 acre tract;

THENCE North 00°32'56" West, along the existing east line of Independence Parkway (CR 114) and the west line of said remaining 75.807 acre tract, a distance of 939.81 feet to the POINT OF BEGINNING and containing 0.9902 acres of land.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

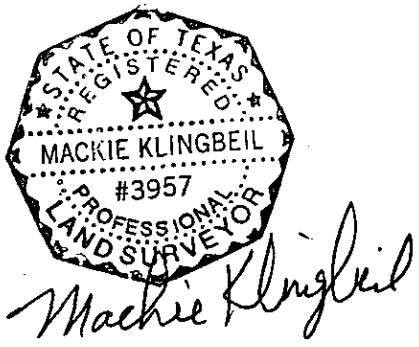


Exhibit "A"
Sheet 1 of 1

Right-of-Way Acquisition
FRISCO INDEPENDENT SCHOOL DISTRICT
(IP-5R)

BEING a 0.7679 acre tract of land situated in the I. J. LEEPER SURVEY, ABSTRACT No. 528 in Collin County, Texas, and being part of a 25.738 acre tract of land originally described in a deed to the *City of Frisco* as recorded in Volume 5123, Page 2008 of the Deed Records of Collin County, Texas (D.R.C.C.T), and now belonging to ***Frisco Independent School District*** and being more particularly described as follows:

COMMENCING at an iron rod found at the northwest corner of a 325.587 acre tract of land as described in a deed to Gartner 2478 GP, L.L.C. & Gartner 2478, LTD., recorded in Volume 5397, Page 5068 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE North 89°14'29" East, a distance of 15.97 feet to the POINT OF BEGINNING;

THENCE North 00°32'56" West, along the west line of said 25.738 acre tract, same being the existing east line of Independence Parkway (CR 114), a distance of 749.95 feet to a point for corner, said point being the northwest corner of said 25.738 acre tract;

THENCE North 89°27'02" East, along the north line of said 25.738 acre tract, a distance of 45.18 feet to a point for corner, said point being in the proposed east right-of-way line of Independence Parkway (CR 114);

THENCE South 00°27'41" East, along said proposed east right-of-way line of Independence Parkway (CR 114), a distance of 749.80 to a point for corner, said point being on the south line of said 25.738 acre tract;

THENCE South 89°14'55" West, departing said proposed east right-of-way line, and following the south line of said 25.738 acre tract, a distance of 44.03 feet to the POINT OF BEGINNING and containing 0.7679 acres of land.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.



Exhibit "A"
Sheet 1 of 1

5931 00928

EXHIBIT "A"
Right-of-Way Acquisition
J. Baxter Brinkmann
(IP-2R)

BEING a 2.9418 acre tract of land situated in the JOHN W. COX SURVEY, ABSTRACT No. 160 in Collin County, Texas, and being part of a 167.769 acre tract of land as described in a deed to ***J. Baxter Brinkmann*** recorded in Volume 4204, Page 276 (Tract 1) of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

COMMENCING at an iron pin found at the northwest corner of a 325.587 acre tract of land as described in a deed to Gartner 2478 GP, LLC & Gartner 2478, Ltd., recorded in Volume 5397, Page 5068 of the D.R.C.C.T., said point also being on the centerline of existing Independence Parkway (CR 114);

THENCE South 00°27'08" East, along the west line of said 325.587 acre tract, and along the existing centerline of Independence Parkway (CR 114), a distance of 82.79 feet to the POINT OF BEGINNING, said point being the northeast corner of said 167.769 acre tract;

THENCE South 00°27'08" East, along the east line of said 167.769 acre tract, and continuing along the existing centerline of Independence Parkway (CR 114), a distance of 2576.99 feet to a point for corner, said point being the southeast corner of said 167.769 acre tract;

THENCE South 89°31'52" West, along the south line of said 167.769 acre tract, a distance of 30.00 feet to a point set for corner, said point being in the proposed west right-of-way line of Independence Parkway (CR 114);

THENCE in a northerly direction along said proposed west right-of-way line, as follows;

North 00°27'08" West, a distance of 254.71 feet to a point set for corner;

North 03°21'09" East, a distance of 150.71 feet to a point set for corner;

North 00°27'08" West, a distance of 101.82 feet to a point set for the beginning of a curve to the left, having a radius of 1340.00 feet, a central angle of 07°51'44", and a chord that bears North 04°23'00" West, a distance of 183.73 feet;

Along said curve to the left, an arc distance of 183.88 feet to the end of said curve;

North 08°18'52" West, a distance of 100.00 feet to a point set for the beginning of a curve to the right, having a radius of 1460.00 feet, a central angle of 07°51'44", and a chord that bears North 04°23'00" West, a distance of 200.19 feet;

Along said curve to the right, an arc distance of 200.34 feet to the end of said curve;

North 00°27'08" West, a distance of 1588.27 feet to a point set for corner, said point being on the north line of said 167.769 acre tract;

THENCE North 89°47'37" East, departing said proposed west right-of-way line, and following along the north line of said 167.769 acre tract, a distance of 60.00 feet to the POINT OF BEGINNING and containing 2.9418 acres of land, of which 1.09 acres is located within the existing roadway per survey by Ben D. Rychlik, R.P.L.S. #1630 dated 05/16/98 as referenced in Exhibit "B", "Permitted Exceptions", of the said deed to J. Baxter Brinkmann.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.



Exhibit "A"
Sheet 1 of 1

Exhibit A

BEING a 4.5307 acre tract of land situated in the John W. Cox Survey, Abstract No. 160 in Collin County, Texas and being part of a 325.587 acre tract of land as described in a deed to Garner 2478 GP, L.L.C. & Gartner 2478, LTD. as recorded in Volume 5397, Page 5068 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of said 325.587 acre tract of land, said point also being on the centerline of existing Independence Parkway (CR 114);

THENCE North 89°14' 49" East, along the North line of said 325.587 acre tract, and along the South line of a 25.738 acre tract of land as described in a deed to the City of Frisco, recorded in Volume 5123, Page 2008 of the Deed Records of Collin County, Texas (D.R.C.C.T.), a distance of 60.00 feet to a point fro corner, said point being in the proposed East right-of-way line of Independence Parkway (CR 114);

THENCE South 00°27' 08" East, along the proposed East right-of-way line of Independence Parkway (CR 114), a distance of 1671.12 feet to a point set for the beginning of a curve to the left, having a radius of 1340.00 feet, a central angle of 07°51' 44", and a chord that bears South 04°23' 00" East, a distance of 183.73 feet;

THENCE continuing in a Southerly direction along said proposed East right-of-way line, as follows;

Along said curve to the left, an arc distance of 183.88 feet to the end of said curve;

South 08°18' 52" East, a distance of 100.00 feet to a point set for the beginning of a curve to the right, having a radius of 1460.00 feet, a central angle of 07°51' 44", and a chord that bears South 04°23' 00" East, a distance of 200.19 feet;

Along said curve to the right, an arc distance of 200.34 feet to the end of said curve;

South 00°27' 08" East, a distance of 101.82 feet to a point set for corner;

South 04°15' 58" East, a distance of 150.33 feet to a point set for corner;

South 00°27' 08" East, a distance of 295.05 feet to a point set for corner, said point being on the South line of said 325.587 acre tract and also falling on the centerline of State Highway No. 3537;

THENCE South 89°18' 53" West, departing said proposed East right-of-way line, and following along the South line of said 325.587 acre tract, same line being the centerline of State Highway No. 3537, a distance of 110.00 feet to a point for corner, said point being the Southwest corner of said 325.587 acre tract;

THENCE North 00°27' 08" West, departing said centerline of State Highway No. 3537, and following along the East line of said 325.587 acre tract, a distance of 2700.20 feet to the Point of Beginning and Containing 4.5307 acres of land, of which 0.9298 acres is located within an existing 30 foot wide road, per the estate separation of the late George Herndon as evidenced in a deed dated February 3, 1903 and recorded in Volume 114, Page 617 of the deed records of Collin County, Texas.

INDEPENDENCE PARKWAY R.O.W.

LEGAL DESCRIPTION

BEING a 0.0953 of an acre tract of land situated in the John W. Cox Survey, Abstract No. 160 and the Simpson Finley Survey, Abstract No. 315, City of Frisco, Collin County, Texas, said tract being a portion of Independence Parkway, said tract being more particularly described as follows:

BEGINNING at the southeast corner of a 4.5307 acre tract of land described in a deed to the City of Frisco, as recorded in Document Number 2005-0078169, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.);

THENCE South 28 degrees 45 minutes 53 seconds West, a distance of 41.58 feet to the northeast corner of a 0.768 of an acre tract (Parcel 1B) of land described in a judgment to the City of Frisco, as recorded in Volume 5803, Page 4344, O.P.R.C.C.T.;

THENCE South 89 degrees 32 minutes 38 seconds West, along the north line of said 0.768 of an acre tract, passing at a distance of 62.07 feet the northwest corner of said 0.768 of an acre tract and the northeast corner of Exhibit "C" a 0.128 of an acre tract of land described in a judgment to the City of Frisco, as recorded in Document No. 20071130001602210, O.P.R.C.C.T., continuing for a total distance of 74.21 feet to the northwest corner of said 0.128 of an acre tract;

THENCE North 31 degrees 16 minutes 17 seconds West, a distance of 88.79 feet to the southwest corner of a 2.9418 acre tract of land described in a deed to the City of Frisco, as recorded in Volume 5931, Page 926, O.P.R.C.C.T.;

THENCE North 89 degrees 31 minutes 52 seconds East, along the south line of said 2.9418 acre tract , a distance of 30.00 feet to the southeast corner of said 2.9418 acre tract and the west line of said 4.5307 acre tract;

THENCE South 00 degrees 27 minutes 03 seconds East, along the west line of said 4.5307 acre tract, a distance of 40.42 feet to the southwest corner of said 4.5307 acre tract;

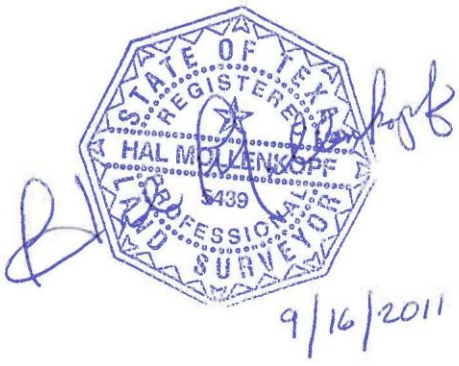
THENCE North 89 degrees 18 minutes 53 seconds East with the south line of said 4.5307 acre tract, a distance of 110.00 feet to the POINT OF BEGINNING AND CONTAINING 4,152 square feet or 0.0953 acres of land more or less.

INDEPENDENCE PARKWAY R.O.W.

NOTES:

1. Bearing based on a 4.5307 acre tract of land described in a deed to the City of Frisco, as recorded in Document Number 2005-0078169, Official Public Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"



PARCEL 1A and PARCEL 1B
CITY OF FRISCO, TEXAS
FIELD NOTES - H. ROGER LAWLER/LAWLER FAMILY TRUSTS
RIGHT-OF-WAY ACQUISITION

BEING 7.165 acres or 312,116 square feet of land; 6.397 acres for Parcel 1A and 0.768 acres for Parcel 1B, out of the McKinney and Williams Survey, Abstract No. 652 and the S. Finley Survey, Abstract No. 315, Collin County, Texas, and being out of and a part of the following (3) tracts of land conveyed to H. Roger Lawler and/or Lawler Family Trusts: a 101.895 acre tract of land recorded in Volume 952, Page 558, a 50.2156 acre tract of land recorded in Volume 2193, Page 804 and the remainder of a 88.342 acre tract of land recorded in Volume 952, Page 566 of the Deed Records of Collin County, Texas, said 7.165 acres or 312,116 square feet of land being further described by metes and bounds as follows:

PARCEL 1A:

BEGINNING at a point located in the common north line of said remaining 88.342 acre tract and the south line of a 40.00 acre tract of land conveyed, by deed, to the Frisco Independent School District as recorded in Volume 5075, Page 6218 the Deed Records of Collin County, Texas, said point also being in the West prescriptive right-of-way line of County Road 112 (Independence Parkway-60' Prescriptive R.O.W.) and bears South 89° 09' 22" West, a distance of 26.97 feet from a 'PK' Nail found located in the center of County Road 112 and being the Southeast corner of said 40.00 acre tract;

THENCE South 01° 07' 25" East, with said West prescriptive right-of-way line, passing at a distance of 666.44 feet, an existing barb-wire fence corner in the common North line of said 50.2156 acre tract and the South line of said remaining 88.342 acre tract and continuing with said West prescriptive right-of-way line and barb-wire fence for a total distance of 960.22 feet;

THENCE with said West prescriptive right-of-way line and barb-wire fence, the following courses and distances:

South 01° 19' 25" East, a distance of 193.84 feet;

South 00° 26' 37" East, a distance of 163.95 feet;

South 01° 38' 11" West, a distance of 196.37 feet;

South 01° 38' 50" West, a distance of 80.27 feet;

South 00° 18' 22" East, passing at a distance of 42.60 feet, the common South line of said 50.2156 acre tract and the North line of said 101.895 acre tract and continuing for a total distance of 115.50 feet;

South 02° 18' 12" East, a distance of 119.67 feet;

South 02° 26' 59" East, a distance of 181.92 feet;

South 01° 30' 04" East, a distance of 325.02 feet;

South 00° 47' 51" East, a distance of 312.85 feet;

South 00° 55' 11" East, a distance of 258.20 feet;

South 00° 30' 16" East, a distance of 162.51 feet;

South 00° 45' 50" West, a distance of 124.89 feet;

South 13° 16' 08" West, a distance of 38.99 feet to a point parallel to the future North right-of-way line of County Road 69 (Rolater Road-proposed 140' R.O.W. at this point), said point bears South 88° 59' 39" West, a distance of 118.33 feet from a ½ inch iron rod found for the most Southerly, Southwest corner of a 12.192 acre tract of land conveyed, by deed, to The City of Frisco (Tract One) as recorded in Volume 5053, Page 1992 of the Deed Records of Collin County Texas;

THENCE South 89° 28' 47" West, departing the aforementioned West prescriptive right-of-way line and barb-wire fence, a distance of 148.54 feet to a point parallel to the future West right-of-way line of County Road 112 (proposed 140' R.O.W. at this point);

THENCE North 00° 40' 16" West, a distance of 25.04 feet to a ½ inch iron rod set at a corner clip of said future West right-of-way line;

THENCE the following courses and distances along said future right-of-way line:

North 00° 52' 41" West, a distance of 174.40 feet to a ½ inch iron rod set;

North 03° 01' 44" East, a distance of 150.33 feet to a ½ inch iron rod set;

North 00° 47' 07" West, a distance of 100.00 feet to a ½ inch iron rod set at the beginning of a tangent curve to the right having a radius of 1,460.00 feet and a chord bearing and distance of North 05° 06' 48" East, 300.08 feet;

Northeasterly with said curve, through a central angle of 11° 47' 50" and an arc length of 300.61 feet to an ½ inch iron rod set at the point of tangency;

North 11° 00' 43" East, a distance of 100.00 feet to a ½ inch iron rod set at the beginning of a tangent curve to the left having a radius of 1,340.00 feet and a chord bearing and distance of North 05° 06' 48" East, 275.42 feet;

Northeasterly with said curve, through a central angle of 11° 47' 50" and an arc length of 275.91 feet to an ½ inch iron rod set at the point of tangency;

North 00° 47' 07" West, a distance of 380.86 feet to a ½ inch iron rod set;

North 00° 59' 46" West, a distance of 93.83 feet to flow line of an existing creek and being the common North property line of said 101.895 acre tract and the South property line of said 50.2156 acre tract and continuing a distance of 979.33 feet to a ½ inch iron rod set in the common North property line of said 50.2156 acre tract and the South property line of said remaining 88.342 acre tract and continuing for a total distance of 1,731.33 feet to a ½ inch iron rod set in the common North property line of said remaining 88.343 acre tract and the South property line of said 40.00 acre tract;

THENCE North 89° 09' 22" East, with the common North property line of said remaining 88.343 acre tract and the South property line of said 40.00 acre tract, a distance of 60.95 feet to the **POINT OF BEGINNING** and containing 6.397 acres or 278,650 square feet of land, more or less.

PARCEL 1B:

BEGINNING at a point located in the most Southerly, North line of a 40.00 acre tract of land conveyed to the Frisco Independent School District, by deed recorded in Volume 5075, Page 6218 of the Deed Records of Collin County, Texas, said point also being in the West prescriptive right-of-way line of County Road 112 (Independence Parkway-60' Prescriptive R.O.W.) and bears South 89° 33' 42" West, a distance of 48.54 feet from a ½ inch iron rod found in or near the centerline of County Road 112 and being the Southeast corner of said 40.00 acre tract;

THENCE South 89° 33' 42" West, with the South property line of said 40.00 acre tract, a distance of 56.81 feet to a ½ inch iron rod set the beginning of a non-tangent curve to the right having a radius of 1,460.00 feet and a chord bearing and distance of North 02° 07' 33" West, 71.71 feet;

THENCE departing the South property line of said 40.00 acre tract and in a Northwesterly direction with said curve, through a central angle of 2° 48' 53" and an arc length of 71.72 feet to a ½ inch rod set at the point of tangency;

THENCE the following courses and distances:

North 00° 43' 07" West, a distance of 100.00 feet to a ½ inch iron rod set;

North 04° 31' 58" West, a distance of 150.33 feet to a ½ inch iron rod set;

North 00° 43' 07" West, a distance of 175.28 feet to a ½ inch iron rod set at a corner clip and continuing for a total distance of 229.13 feet to the most Northerly property line of the aforementioned remaining 88.342 acre tract and being 40.0 feet South of and parallel with the center of F.M. 720;

THENCE North 89° 31' 58" East, 40.0 feet South of and parallel with the center of F.M. 720 and with the Northerly property line of said remaining 88.342 acre tract, a distance of 62.07 feet to a point in said West prescriptive right-of-way line;

THENCE South 01° 23' 41" East, with said West prescriptive right-of-way line, a distance of 550.86 feet to the **POINT OF BEGINNING**, and containing 0.768 acre or 33,466 square feet of land, more or less.

The basis of bearing is 'NAD83' North Central Texas, State Plane Zone 4202.

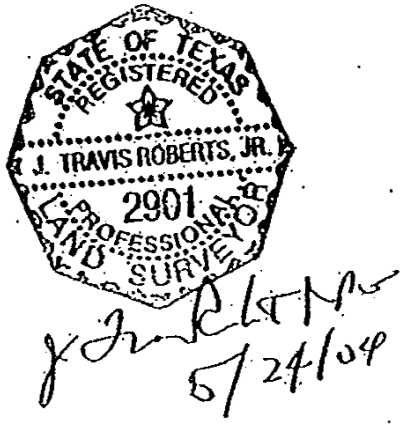


EXHIBIT "A"
PARCEL 9
CITY OF FRISCO, TEXAS
FIELD NOTES - FRISCO INDEPENDENT SCHOOL DISTRICT
RIGHT-OF-WAY ACQUISITION

BEING 2.867 acres or 124,893 square feet of land out of the Sampson Finley Survey, Abstract No. 315 in Collin County, Texas, and being out of and part of a 40.00 acre tract of land conveyed to **Frisco Independent School District,** by Deed recorded in Volume 5075, Page 6218 of the Deed Records of Collin County, Texas, said 2.867 acres or 124,893 square feet of land being further described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found in County Road 112 (Independence Parkway) and being the most Easterly, Northeast corner of said 40.00 acre tract, said iron rod also lying in the West property line of a 489.4421 acre tract of land conveyed to Gartner 720 GP, LLC. & Gartner 720, LTD., by Deed recorded in Volume 5397, Page 5063 of the Deed Records of Collin County, Texas;

THENCE South 00° 42' 08" East, with the common East property line of said 40.00 acre tract and the West property line of said 489.4421 acre tract, a distance of 78.89 feet to a ½ inch iron rod found for the Northwest corner of a 2.1178 acre tract of land conveyed to Patrick Wignall and wife, Tina T. Wignall, by Deed recorded in County Clerk's File No. 96-0096207 of the Deed Records of Collin County, Texas

THENCE South 00° 43' 25" East, with the common East property line of said 40.00 acre tract and the West property line of said 2.1178 acre tract, a distance of 29.82 feet to a '60d' Nail found and continuing for a total distance of 488.86 feet to a ½ inch rod found for the common Southwest corner of said 2.1178 acre tract and the Northwest corner of a 2.587 acre tract of land conveyed to Richard Scafuto, Et Ux, Trudy Patterson, by Deed recorded in Volume 4824, Page 2885 of the Deed Records of Collin County, Texas;

THENCE South 00° 24' 37" East, with the common East property line of said 40.00 acre tract, and the West property line of said 2.587 acre tract, a distance of 467.37 feet to a ½ inch iron rod found for the common Southwest property corner of said 2.587 acre tract and the Northwest corner of a 12.831 acre tract of land conveyed to Lan-Tec Texas, Inc., by Deed recorded in Collin County Clerk's File No. 2001-1531615 of the Deed Records of Collin County;

THENCE South 00° 50' 47" West, with the common East property line of said 40.00 acre tract and the West property line of said 12.831 acre tract, a distance of 334.62 feet to a 'PK' Nail found for the Southeast corner of said 40.00 acre tract;

THENCE South 89° 00' 23" West, departing the common East property line of said 40.00 acre tract and the West property line of said 12.831 acre tract, and with the South property line of said 40.00 acre tract, a distance of 87.88 feet to a ½ inch iron rod set;

5654 04685

THENCE departing the South property line of said 40.00 acre tract the following courses and distances:

North 00° 59' 46" West, a distance of 335.06 feet to a ½ inch iron rod set;

North 00° 43' 07" West, a distance of 793.38 feet to a ½ inch iron rod set at the beginning of a tangent curve to the right having a radius of 1,340.00 feet and a chord bearing and distance of North 02° 54' 45" West, 102.60 feet;

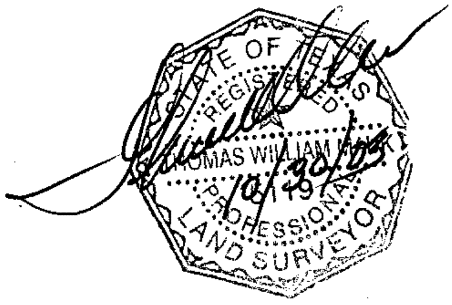
Northwesterly, with said curve, through a central angle of 4° 23' 17" and an arc length of 102.63 feet to a ½ inch rod set at the point of tangency;

North 05° 06' 24" West, a distance of 100.00 feet to a ½ inch iron rod set at the beginning of a tangent curve to the right having a radius of 1,460.00 feet and a chord bearing and distance of North 04° 19' 12" East, 40.09 feet;

Northeasterly, with said curve, through a central angle of 1° 34' 24" and an arc length of 40.09 feet to a ½ inch iron rod set in the North property line of said 40.00 acre tract;

THENCE North 89° 33' 42" East, with the North property line of said 40.00 acre tract, distance of 105.35 feet to the POINT OF BEGINNING and containing 2.867 acres or 124,893 square feet of land.

The basis of bearing is 'NAD83' North Central Texas, State Plane Zone 4202.



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INDEPENDENCE PARKWAY R.O.W.

LEGAL DESCRIPTION

BEING a 0.7230 of an acre tract of land situated in the George Habbermahar, Abstract No. 364, the McKinney and Williams Survey, Abstract No. 652, and the J.W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, said tract being a portion of Independence Parkway, said tract being more particularly described as follows:

BEGINNING at the southwest corner of a 2.843 acre tract (Tract Two) of land described in a deed to the City of Frisco, as recorded in Volume 5053, Page 1992, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), and the northern most northwest corner of Rolater Drive and Independence Parkway, as recorded in Cabinet O, Page 467, Plat Records, Collin County, Texas;

THENCE South 57 degrees 43 minutes 03 seconds West, along the northwest line of said Rolater and Independence Parkway, a distance of 142.75 feet to the western most northwest corner of said Rolater and Independence Parkway and the northeast corner of Exhibit "B" a 3.647 acre tract of land described in a judgment to the City of Frisco, as recorded in Document No. 20071130001602210, O.P.R.C.C.T.;

THENCE North 89 degrees 59 minutes 23 seconds West, along the north line of said 3.647 acre tract of land, a distance of 75.00 feet to the northwest corner of said 3.647 acre tract of land;

THENCE North 02 degrees 09 minutes 02 seconds East, a distance of 142.89 feet to the southwest corner of a 6.397 acre tract (Parcel 1A) of land described in a judgment to the City of Frisco, as recorded in Volume 5803, Page 4344, O.P.R.C.C.T.;;

THENCE North 89 degrees 28 minutes 47 seconds East, along the south line of said 6.397 acre tract of land, a distance of 148.54 feet to the southeast corner of said 6.397 acre tract of land;

THENCE along the east line of said 6.397 acre tract the following calls:

North 13 degrees 16 minutes 08 seconds East, a distance of 38.99 feet;

North 00 degrees 45 minutes 50 seconds East, a distance of 124.89 feet;

North 00 degrees 30 minutes 16 seconds West, a distance of 162.42 feet;

THENCE North 89 degrees 55 minutes 27 seconds East, a distance of 21.32 feet to the northwest corner of said 2.843 acre tract of land;

THENCE South 01 degrees 38 minutes 36 seconds East, along said 2.843 acre tract of land, a distance of 393.34 feet to the POINT OF BEGINNING AND CONTAINING 31,492 square feet or 0.7230 acres of land more or less.

INDEPENDENCE PARKWAY R.O.W.

NOTES:

1. Bearing based on a 2.843 acre tract (Tract Two) of land described in a deed to the City of Frisco, as recorded in Volume 5053, Page 1992, Official Public Records, Collin County, Texas.

2. "This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared"

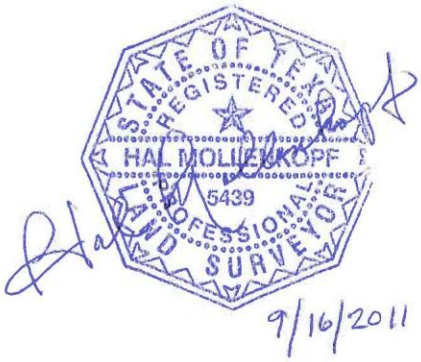


EXHIBIT "A"
Right-of-Way Acquisition
H. Roger Lawler
(IPS-R-2)

BEING a 3.629 acre tract of land situated in the JACOB BACCUS SURVEY, ABSTRACT No. 53 in Collin County, Texas, and being part of a 160.512 acre tract of land as described in a deed to *H. Roger Lawler* recorded in Volume 974, Page 706 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

BEGINNING at the most easterly northeast corner of said 160.512 acre tract, said corner being on the centerline of existing County Road 112 (Independence Parkway), same also being the southwest corner of a 404.509 acre tract of land conveyed in a deed to H. Robert Lawler recorded in Volume 2119, Page 454 of the Deed Records of Collin County, Texas (D.R.C.C.T.);

THENCE South 00°01'12" East, following the contiguous east line of said 160.512 acre tract and the centerline of existing County Road 112 (Independence Parkway), a distance of 2632.72 feet to a point for the southeast corner of said 160.512 acre tract, said point also being the intersection of the centerline of County Road 112 (Independence Parkway) and the existing north line of County Road 68 as described in a deed to The City of Frisco recorded in Volume 4533, Page 1625 of the Deed Records of Collin County, Texas (D.R.C.C.T);

THENCE South 89°30'45" West, departing the east line of said 160.512 acre tract, same being the centerline of existing County Road 112 (Independence Parkway), and following the said existing north line of County Road 68, a distance of 75.00 feet to a point for corner, said point being the intersection of the existing north line of County Road 68 and the proposed west right-of-way line of Independence Parkway (CR 112);

THENCE North 44°44'47" East, departing the existing north line of County Road 68 and following the proposed west right-of-way line of Independence Parkway (CR 112), a distance of 21.30 feet to a point for corner;

THENCE North 00°01'12" West, continuing along the proposed west right-of-way line of Independence Parkway (CR 112), a distance of 2618.23 feet to a point for corner, said point being the intersection of the proposed west right-of-way line of Independence Parkway (CR 112) and the north line of said 160.512 acre tract, same also being the south line of said 404.509 acre tract of land;

THENCE North 90°00'00" East, departing the proposed west right-of-way line of Independence Parkway (CR 112) and following the contiguous north line of said 160.512 acre tract and south line of said 404.509 acre tract, a distance of 60.00 feet to the POINT OF BEGINNING and containing 3.629 acres of land, of which 1.684 acres is "implied" right-of-way as it is located between the centerline of existing County Road 112 (Independence Parkway) and an existing fence-line with an adjacent overhead power line.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

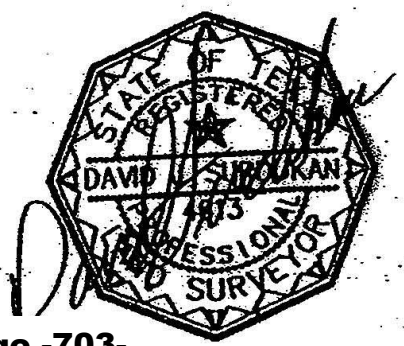


Exhibit "A"
Sheet 1 of 1

EXHIBIT "B"
Right-of-Way Acquisition
H. Roger Lawler
(IPS-R-3)

BEING a 3.647 acre tract of land situated in the J.W. FRANKLIN SURVEY, ABSTRACT No. 307 in Collin County, Texas, and being part of a 404.509 acre tract of land as described in a deed to ***H. Roger Lawler*** recorded in Volume 2119, Page 454 of the Deed Records of Collin County, Texas (D.R.C.C.T), and being more particularly described as follows:

BEGINNING at the southeast corner of said 160.512 acre tract, said corner being on the centerline of existing County Road 112 (Independence Parkway), same also being the northeast corner of a 160.512 acre tract of land conveyed in a deed to H. Roger Lawler recorded in Volume 974, Page 706 of the Deed Records of Collin County, Texas;

THENCE North 90°00'00" West, departing the centerline of existing County Road 112 (Independence Parkway) and following the contiguous south line of said 404.509 acre tract of land and the north line of said 160.512 acre tract of land, a distance of 60.00 feet to a point for corner, said point being the intersection of the south line of said 404.509 acre tract of land and the proposed west right-of-way line of Independence Parkway (CR 112);

THENCE North 00°36'40" West, departing the south line of said 404.509 acre tract of land and following the proposed west right-of-way line of Independence Parkway (CR 112), a distance of 1787.76 feet to a point;

THENCE North 00°38'26" West, continuing along the proposed west right-of-way line of Independence Parkway (CR 112), a distance of 844.23 feet to a point;

THENCE North 45°41'50" West, continuing along the proposed west right-of-way line of Independence Parkway (CR 112), a distance of 21.19 feet to a point for corner, said point being the intersection of the proposed west right-of-way line of Independence Parkway (CR 112) and the existing south line of a 4.285 acre right-of-way easement tract for County Road 69 (A 35.0' public road) as described on a survey dated 01-18-05 by J.R. January, R.P.L.S.# 5382 and recorded in Volume 5924, Page 1556 of the Deed Records of Collin County, Texas;

THENCE North 89°15'24" East, departing the proposed west right-of-way line of Independence Parkway (CR 112) and following the said south line of a 35.0' right-of-way easement for County Road 69, a distance of 75.00 feet to a point for corner, said point being the intersection of the existing south line of said 35.0' right-of-way easement for County Road 69 and the centerline of existing County Road 112 (Independence Parkway);

THENCE South 00°38'08" East, departing the existing south line of County Road 69 and following the centerline of existing County Road 112 (Independence Parkway), same being the east line of said 404.509 acre tract, a distance of 860.09 feet to a point;

THENCE South 00°36'53", East continuing along the contiguous centerline of existing County Road 112 (Independence Parkway) and the east line of said 404.509 acre tract, a distance of 1229.58 feet to a point;

THENCE South 00°36'40" East, continuing along the contiguous centerline of County Road 112 (Independence Parkway) and the east line of said 404.509 acre tract, a distance of 558.09 feet to the POINT OF BEGINNING, and containing 3.647 acres of land, of which 1.473 acres is "implied" right-of-way as it is located between the centerline of existing County Road 112 (Independence Parkway) and an existing fence-line with an adjacent overhead power line.

The Basis of Bearing is State Plane NAD '83, North Central Texas Zone.

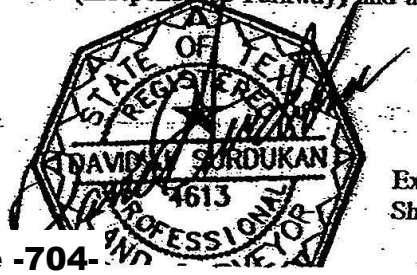


Exhibit "B"
Sheet 1 of 1

R6 - ROW of Rolater Road from Independence Parkway to Liberty High School

(see attached)

5053 1996 ~~5053 1765~~

LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin, being part of the George Habbermacher Survey, Abstract No. 364, being part of a called 15 acre tract of land as recorded in Volume 812, Page 698 of the Collin County Deed Records with said premises being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the approximate middle of County Road 112 marking the northwest corner of said 15 acre tract, the southwest corner of Haggard's property as recorded in Volume 3408, Page 628 of the Collin County Land Records, and being in an east line of Lawler's property;

THENCE with the north line of said 15 acre tract and Haggard's south line, North 89° 56' 08" East, passing at 24.71 feet a 3/4-inch iron rod found for reference and continuing for a total distance of 61.82 feet to a Roome capped 1/2-inch iron rod set marking the most northerly northeast corner of the premises herein described;

THENCE with the East line of said premises as follows:

South 03° 41' 21" East, 123.50 feet to a Roome capped 1/2-inch iron rod set;
South 00° 06' 35" West, 114.02 feet to a Roome capped 1/2-inch iron rod set marking the beginning of a curve to the right;
Southwesterly along said curve with a central angle of 09° 34' 55" with a radius of 367.53 feet, for an arc distance of 61.47 feet (chord equals South 02° 30' 48" West, 61.39 feet) to a Roome capped 1/2-inch iron rod set marking the beginning of a corner-clip;

THENCE along said corner-clip South 40° 20' 18" East, 32.36 feet to a Roome capped 1/2-inch iron rod set marking the end of said corner-clip;

THENCE with a north line of said premises as follows:

East 200.00 feet to a Roome capped 1/2-inch iron rod set;
South 86° 10' 39" East, 150.00 feet to a Roome capped 1/2-inch iron rod set;
East 1233.27 feet to a Roome capped 1/2-inch iron rod set in the east line of said 15 acre tract marking the most easterly northeast corner of said premises, said corner also being in the west line of a Plano Coit Plaza property;

THENCE with the most easterly east line of said premises, the east line of said 15 acre tract, and the west line of said Plano Coit Plaza property, South 01° 21' 58" East, 60.00 feet to a 3/4-inch iron rod found marking the southeast corner of said premises, said 15 acre tract, a southwest corner of said Plano Coit Plaza property, and being in a north line of HRC Ranch Ltd. property as recorded in Volume 4177, Page 2313, of the Collin County Land Records;

THENCE with the south line of said premises, said 15 acre tract and a north line of said HRC Ranch Ltd. property, West, 1660.89 feet to a capped iron rod found (not legible) marking the southwest corner of said premises, said 15 acre tract, a northwest corner of said HRC Ranch Ltd. property, and being in an east line of the aforementioned Lawler property;
THENCE with the west line of said premises, said 15 acre tract, Lawler's east line, and

(Continued)

5053 1997 ~~5053 1766~~

LEGAL DESCRIPTION

partway along the approximate middle of County Road 112, North 01° 38' 36" West, 393.34 feet to the point of beginning and containing 2.843 acres of land, more or less.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

NOV 2 7 2001

Helen Starnes

Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Nov 27 2001
At 11:12am

Doc/Num : 2001- 0150959

Recording/Type:D1 19.00
Receipt #: 39102

E1 - Stafford Middle School Site – 2288 Little River Drive

(see attached)

LEGAL DESCRIPTION

BEING, a tract of land situated in the H.G. Hawkins Survey, Abstract No. 589, in the City of Frisco, Denton County, Texas, being out of a 219.177 acre tract, as described in Clerks File No. 00-R0037997, in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a ½ inch iron rod set at the northeast corner of said 219.177 acre tract;

THENCE, South 00°23'09" East, along the east line of said 219.177 acre tract, for a distance of 815.46 feet, to a ½ inch iron rod set on a curve to the left, having a radius of 2305.00 feet, a central angle of 14°47'45", and a tangent of 299.28 feet;

THENCE, departing said east line and with said curve to the left for an arc distance of 595.23 feet (Chord Bearing South 82°13'45" West - 593.58 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 470.00 feet, a central angle of 46°38'17", and a tangent of 202.60 feet;

THENCE, along said curve to the right for an arc distance of 382.57 feet (Chord Bearing North 81°50'59" West - 372.10 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 58°31'51" West, for a distance of 204.73 feet, to a ½ inch iron rod set;

THENCE, North 31°28'09" East, for a distance of 26.96 feet, to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 380.00 feet, a central angle of 26°45'12", and a tangent of 90.36 feet;

THENCE, along said curve to the left for an arc distance of 177.43 feet (Chord Bearing North 12°16'22" East - 175.83 feet), to a ½ inch iron rod set at the point of tangency;

THENCE, North 01°06'14" West, for a distance of 199.70 feet, to a ½ inch iron rod set;

THENCE, South 88°53'46" West, for a distance of 38.53 feet, to a ½ inch iron rod set;

THENCE, North 00°53'12" West, for a distance of 325.03 feet, to a ½ inch iron rod set in the north line of said 219.177 acre tract;

THENCE, North 89°06'48" East, along the north line of said 219.177 acre tract, for a distance of 1121.68 feet, to the POINT OF BEGINNING and containing 21.400 acres of land.

E2 - Phillips Elementary School Site – 2285 Little River Drive

(see attached)

Phillips Elementary School
Little River Dr.
Denton County

LEGAL DESCRIPTION

BEING, a tract of land situated in the H.G. Hawkins Survey, Abstract No. 589, in the City of Frisco, Denton County, Texas, being out of a 219.177 acre tract, as described in Clerks File No. 00-R0037997, in the Deed Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING, at a ½ inch iron rod found at the northeast corner of Grayhawk Section II Phase IV, an addition to the City of Frisco, as described in Volume W, Pages 691-692, in the Plat Records of Denton County, Texas, also being in the west line of Teel Parkway (126' R.O.W.);

THENCE, South 89° 36'51" West, along the north line of said Grayhawk Section II Phase IV, for a distance of 25.00 feet, to a ½ inch iron rod found;

THENCE, North 58° 31'51" West, continuing along said north line, for a distance of 1363.06 feet, to a ½ inch iron rod set;

THENCE, North 13° 31'51" West, departing said north line, for a distance of 14.14 feet, to a ½ inch iron rod set;

THENCE, North 33° 57'41" East, for a distance of 219.99 feet, to a ½ inch iron rod set;

THENCE, North 77° 42'55" East, for a distance of 14.45 feet, to a ½ inch iron rod set;

THENCE, South 58° 31'51' East, for a distance of 162.77 feet, to a ½ inch iron rod set at the point of curvature of a curve to the left, having a radius of 500.00 feet, a central angle of 46° 38'17", and a tangent of 215.53 feet;

THENCE, along said curve to the left for an arc distance of 406.99 feet (Chord Bearing South 81° 50'59" East - 395.85 feet), to a ½ inch iron rod set at the point of reverse curvature of a curve to the right, having a radius of 2275.00 feet, a central angle of 12° 34'45", and a tangent of 250.74 feet;

THENCE, along said curve to the right for an arc distance of 499.47 feet (Chord Bearing North 81° 07'15" East - 498.47 feet), to a ½ inch iron rod set;

THENCE, South 46° 20'06" East, for a distance of 34.78 feet, to a ½ inch iron rod set in the west line of said Teel Parkway;

THENCE, South 00° 23'09" East, along said west line, for a distance of 822.54 feet, to the POINT OF BEGINNING and containing 12.520 acres or 545,377 square feet of land.

E3 - Purefoy Elementary School Site – 11880 Teel Parkway

(see attached)

LEGAL DESCRIPTION
335,555 SQ. FT. / 7.7033 ACRES

BEING an 7.7033 acre tract of land situated in the J. W. COX SURVEY, ABSTRACT NO. 219 and in the L. MORRELL SURVEY, ABSTRACT NO. 863, Denton County, Texas and being part of that 417.04 acre tract of land conveyed by deed to Eland Energy, Inc. as recorded in Denton County Clerk's File No. 93-R0068974, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner in the westerly line of that 111.37 acre tract of land conveyed by deed to Frisco West, LTD. as recorded in Denton County Clerk's File No. 97-R0071362, Real Property Records, Denton County, Texas said point bearing S 00 deg. 06 min. 40 sec. W, a distance of 272.43 feet from a 1/2" iron rod found for corner in the south right-of-way line of El Dorado Parkway (F. M. No. 2934) (a 115' R.O.W.) and being the northeast corner of the said 417.04 acre tract of land;

THENCE S 00 deg. 06 min. 40 sec. W, along the west line of said 111.37 acre tract of land, a distance of 552.62 feet to a 1/2" iron rod found for corner and being the northeast corner of Lot 2, Block A, of Young Scholars Teel Addition, an addition to the City of Frisco, according to the plat thereof recorded in Cabinet V, Slide 755, Plat Records, Denton County, Texas;

THENCE S 89 deg. 52 min. 30 sec. W, along the north line of said Young Scholars Teel addition, a distance of 618.45 feet to a "P.K." nail found for corner in the easterly right-of-way line of Teel Parkway (a 120' R.O.W.) and being in a curve to the right having a central angle of 22 deg. 00 min. 05 sec., a radius of 1040.00 feet and a chord which bears N 11 deg. 07 min. 32 sec. W, a distance of 396.91 feet;

THENCE northwesterly along the easterly right-of-way line of said Teel Parkway and along the said curve, an arc distance of 399.35 feet to a 1/2" iron rod set for corner and being the end of said curve;

THENCE N 00 deg. 07 min. 30 sec. W, continuing along the easterly right-of-way line of said Teel Parkway, a distance of 13.00 feet to a 1/2" iron rod set for corner;

THENCE N 89 deg. 52 min. 30 sec. E, a distance of 260.00 feet to a 1/2" iron rod set for corner;

THENCE N 00 deg. 07 min. 30 sec. W, a distance of 150.00 feet to a 1/2" iron rod set for corner;

THENCE N 89 deg. 52 min. 30 sec. E, a distance of 436.46 feet to the POINT OF BEGINNING and containing 335,555 sq. ft. or 7.7033 acres of land.

EXHIBIT A

Being a tract of land out of the J. W. Cox Survey, Abstract No. 219, Denton County, Texas, and being a part of a tract of land described in a Special Warranty Deed to LMI I New, L.P., recorded under Clerk's File No. 2006-79869, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east right-of-way line of Teel Parkway, being South 00 degrees 40 minutes 13 seconds East 412 feet from the intersection of the east line of Teel Parkway with the south line of Eldorado Parkway, same being the southwest corner of a tract of land described in Special Warranty Deed to Field Street Development I, Ltd. recorded under Clerk's File No. 2007-49460, Deed Records, Denton County, Texas;

THENCE North 89 degrees 19 minutes 47 seconds East along said south line of above mentioned Field Street Development I, Ltd. tract, a distance of 260.00 feet to a point for corner;

THENCE South 00 degrees 40 minutes 13 seconds East, a distance of 10.00 feet to a point for corner;

THENCE South 89 degrees 52 minutes 30 seconds West, a distance of 260.00 feet to a point in the east right-of-way line of Teel Parkway, same being the most westerly northwest corner of a tract of land described in Special Warranty Deed to the Frisco Independent School District recorded under Clerk's File No. 2008-118947, Deed Records, Denton County, Texas;

THENCE North 00 degrees 40 minutes 13 seconds West along the east right-of-way line of Teel Parkway, a distance of 10 feet to the Place of Beginning and containing 2600 square feet or 0.060 acre of land, more or less.

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the J.W. Cox Survey, Abstract No. 219, Denton County, Texas, being part of a tract of land described in Special Warranty Deed to FLCT LTD. recorded in Instrument No. 2006-79870, Official Public Records of Denton County, Texas and all of a tract of land described in Special Warranty Deed to Field Street Development I, LTD. recorded in Instrument No. 2007-46460, Official Public Records of Denton County, Texas and a part of a tract of land described in Special Warranty Deed to LMI I NEW, L.P. recorded in Instrument No. 2006-79869, Official Public Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with "KHA" cap set on the east right-of-way line of Teel Parkway (a variable width right-of-way); from said point, the intersection of said east right-of-way line and the south right-of-way line of Eldorado Parkway (a variable width right-of-way) bears North 00°40'13" West, a distance of 240.00 feet;

THENCE departing said east right-of-way line, North 89°19'47" East, a distance of 211.16 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE South 00°40'13" East, a distance of 32.00 feet to a 5/8" iron rod with "KHA" cap set for corner in the south line of said FLCT LTD. tract;

THENCE with said south line, North 89°19'47" East, a distance of 48.84 feet to a 1/2" iron rod with cap found for corner; said point being the northernmost northwest corner of a tract of land described in Special Warranty Deed to Frisco Independent School District recorded in Instrument No. 2008-118947, Official Public Records of Denton County, Texas; said point also being the northeast corner of said Field Street Development I, LTD. tract;

THENCE with the west line of said Frisco Independent School District tract, South 00°40'13" East, a distance of 140.00 feet to the southeast corner of said Field Street Development I, LTD. tract; an ell corner of said Frisco Independent School District tract bears South 00040'13"East, a distance of 10.00 feet;

THENCE departing said west line and with the south line of said Field Street Development tract, South 89°19'47" West, a distance of 260.00 feet to a 5/8" iron rod with "KHA" cap set for corner in said east right-of-way line of Teel Parkway; from said point, a 1/2" iron rod with cap found at the westernmost northwest corner of said Frisco Independent School District tract bears South 00°40'13" East, a distance of 10.00 feet;

THENCE with said east right-of-way line, North 00°40'13" West, a distance of 172.00 feet to the POINT OF BEGINNING and containing 0.9908 acres or 43,157 square feet of land, more or less.

E4 - Corbell Elementary School Site – 11095 Monarch Drive

(see attached)

Being a 8.998 acre tract of land situated in the J. W. Cox Survey, Abstract No. 219 and being part of a 134.5523 acre tract conveyed to Kimball West Frisco, L.P. as recorded in Volume 4591, Page 1570 Deed Records of Denton County, Texas and being mare particularly described by metes and bounds as follows;

BEGINNING at a capped iron rod found for corner at the intersection of the west Right of Way line of Waxwing Way (50' ROW) and the north Right of Way line of a 18' Alley, said capped iron rod also being at the most northerly northeast corner of The Trails, Phase 9, an addition to the City of Frisco, Denton County, Texas, according to the plot thereof recorded in Cabinet U, Page 299 of the Plot Records of Denton County, Texas;

THENCE South 82 degrees 24 minutes 02 seconds West following the north ROW line of said Alley a distance of 20.12 feet to a capped iron rod found for corner;

THENCE South 88 degrees 06 minutes 40 seconds West following the north ROW line of said Alley a distance of 697.85 feet to a capped iron rod found for corner in the east line of The Trails, Phase 10, as recorded in Cabinet U, Page 353, P.R.D.C.T.;

THENCE North 3 degrees 18 minutes 44 seconds East following the east line of The Trails No. 10 a distance of 151.86 feet to a 5/8 inch iron rod found for corner;

THENCE North 4 degrees 25 minutes 23 seconds West following the east line of The Trails, No. 10 a distance of 136.57 feet to a capped iron rod found for corner;

THENCE North 15 degrees 40 minutes 30 seconds West following the east line of The Trails No. 10 a distance of 30.85 feet to a capped iron rod found for corner;

THENCE North 33 degrees 13 minutes 04 seconds West following the east line of The Trails, No. 10 a distance of 20.35 feet to a capped iron rod found for corner;

THENCE North 00 degrees 09 minutes 27 seconds East following the east line of The Trails, No. 10 a distance of 300.47 feet to a capped iron rod found for corner in the south Right of Way line of Smotherman Rood (60' ROW), said capped iron rod being in a curve to the left with a chord bearing of North 69 degrees 39 minutes 55 seconds East a chord distance of 388.45 feet;

THENCE along said curve to the left following the south ROW line of said Smotherman Road through a central angle of 31 degrees 45 minutes 07 seconds a radius distance of 710.00 feet and an arc distance of 393.47 feet to a capped iron rod found for corner at the north end of a corner clip for Monarch Drive

Continued on next page

(50' ROW);

THENCE South 83 degrees 41 minutes 30 seconds East following the west ROW line of Monarch Drive a distance of 36.28 feet to a capped iron rod found for corner at the beginning of a curve to the right with a chord hearing of South 20 degrees 28 minutes 40 seconds East a chord distance of 175.35 feet;

THENCE along said curve to the right following the west ROW line of said Monarch Drive through a central angle of 37 degrees 10 minutes 58 seconds a radius distance of 275.00 feet and an arc distance of 178.47 feet to a capped iron rod found for corner;

THENCE South 1 degree 53 minutes 13 seconds East following the west ROW line of said Monarch Drive a distance of 91.69 feet to a capped iron rod found for corner at the north end of a corner clip on Laramie Lane (50 ROW);

THENCE South 43 degrees 06 minutes 47 seconds West following the corner clip a distance of 14.14 feet to a capped iron rod found for corner;

THENCE South 88 degrees 06 minutes 47 seconds West following the north ROW line of said Laramie Drive a distance of 11.19 feet to a capped iron rod found for corner at the northeast corner of Laramie Drive;

THENCE South 1 degree 53 minutes 13 seconds East passing at 50.00' the southwest corner of said Laramie Drive continuing in all a distance of 167.50 feet to a capped iron rod found for corner at the southwest corner of Lot 13, Block G, The Trails No. 8 as recorded in Cabinet U, page 268, P.R.D.C T.;

THENCE North 88 degrees 06 minutes 37 seconds East following the south line of Lots 13, 12, 11, 10, and part of Lot 9, Block G, a distance of 269.57 feet to a capped iron rod found for corner;

THENCE South 1 degree 53 minutes 20 seconds East a distance of 147.55 feet to a capped iron rod found for corner at the southwest corner of Lot 14, Block G, The Trails No 8;

THENCE North 88 degrees 06 minutes 40 seconds East a distance of 8.67 feet to a capped iron rod found for corner at the intersection of the east line of Waxwing Way and the North Right of Way line of Kingfisher Lane (50' ROW);

THENCE South 1 degree 53 minutes 20 seconds East following the west ROW line of said Waxwing Way a distance of 168.09 feet to the POINT OF BEGINNING and containing 391,953 square feet or

Continued on next page

8.998 acres of Land,

THIS STAMP IS FOR SCANNING PURPOSES ONLY.

THIS STAMP IS FOR SCANNING PURPOSES ONLY.

Legal Description

BEING Lot 13, Block E of The Trails Phase 8, an Addition to the City of Frisco, Denton County, Texas, according to the Map or Plat thereof recorded in Cabinet U, Page 268 of the Plat Records of Denton County, Texas.

E5 - Allen Elementary School Site – 5800 Legacy Drive

(see attached)

EXHIBIT A

Description of Land

TRACT 1:

BEING a tract of land situated in the J. Ogden Survey, Abstract No. 980, City of Frisco, Denton County, Texas, and being a part of a 14.71 and 52.04 acre tract as conveyed to Bert Fields Jr. and recorded in Volume 523, Page 677, Deed Records of Denton County, Texas, and also being part of a 100.71 acre tract as conveyed to Bert Fields Jr. and recorded in Volume 628, Page 361, Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner at the Southwest corner of Lot 1, Block B, Cheyenne Village, Phase One, an Addition to the City of Frisco, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 301, Plat Records of Denton County, Texas, said iron rod being at the Southeast corner of said 100.71 acre tract;

THENCE N 89 degrees 42 minutes 01 seconds W a distance of 52.11' to a 1/2 inch iron rod set for corner in a curve to the right and with a chord bearing of N 28 degrees 03 minutes 59 seconds W and a chord distance of 246.10', said iron rod being in the East right-of-way line of Legacy Drive (120' ROW) as recorded in Volume 5545, Page 1639, D.R.D.C.T.;

THENCE around said curve to the right following the East ROW line of said Legacy Drive through a central angle of 09 degrees 27 minutes 12 seconds a radius distance of 1493.32' an arc distance of 246.38' to a 1/2 inch iron rod seet for corner;

THENCE N 23 degrees 20 minutes 26 seconds W following the East ROW line of said Legacy Drive a distance of 96.42' to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of N 11 degrees 41 minutes 54 seconds W a distance of 581.18';

THENCE around a curve to the right following the East ROW line of said Legacy Drive through a central angle of 23 degrees 18 minutes 15 seconds a radius distance of 1438.79' an arc distance of 585.21' to a 1/2 inch iron rod set for corner;

THENCE N 00 degrees 07 minutes 24 seconds W following the East ROW line of said Legacy Drive a distance of 295.28' to a 1/2 inch iron rod set for corner at the beginning of a curve to the right with a chord bearing of N 03 degrees 59 minutes 20 seconds E a distance of 199.62;

THENCE around a curve to the right following the East ROW line of said Legacy Drive through a central angle of 08 degrees 14 minutes 08 seconds a radius distance of 1390.00 feet an arc distance of 199.80' to a 1/2 inch iron rod set for corner at the South end of a tract conveyed to the City of Frisco for ROW as recorded in C.C. No. 2005-121334, Denton County, Texas;

THENCE N 15 degrees 40 minutes 03 seconds E following the East ROW line of said Legacy Drive a distance of 105.86' to a 1/2 inch iron rod set for corner;

THENCE N 13 degrees 03 minutes 12 seconds E following the East ROW line of said Legacy Drive a distance of 141.85' to a 1/2 inch iron rod set for corner at the Southwest corner of a corner clip;

THENCE N 57 degrees 02 minutes 04 seconds E following the corner clip a distance of 30.00' to a 1/2 inch iron rod set for corner in the South right-of-way line of Academy Drive (60' ROW) as recorded in Volume 5545, Page 1628, D.R.D.C.T.;

THENCE S 89 degrees 42 minutes 57 seconds E following the South ROW line of Academy Drive a distance of 221.00' to a 1/2 inch iron rod set for corner;

THENCE S 00 degrees 17 minutes 06 seconds W passing at 15.00' the Northwest corner of said Cheyenne Village, Phase One and following the West line of said Cheyenne Village, Phase One a distance of 749.34' to a 5/8 inch iron rod found for corner;

THENCE S 00 degrees 29 minutes 58 seconds E following the West line of said Cheyenne Village, Phase One a distance of 875.54' to the POINT OF BEGINNING and CONTAINING 426,170 square feet or 9.784 acres of land.

TRACT 2:

BEING a tract of land situated in the J. Ogden Survey, Abstract No. 980, City of Frisco, Denton County, Texas, and as being part of a tract as conveyed to Bert Fields Jr. and recorded in Volume 523, Page 679, Deed Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the Southwest corner of Lot 1R, Block A, Legacy Christian Academy, an Addition to the City of Frisco, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 214, Plat Records of Denton County, Texas, said iron rod being in the North right-of-way line of Academy Drive (60' ROW) as conveyed in Volume 5545, Page 1628, D.R.D.C.T.;

THENCE N 89 degrees 42 minutes 57 seconds W, a distance of 219.03' to a 1/2 inch iron rod set for corner;

THENCE N 38 degrees 29 minutes 28 seconds W a distance of 25.05' to a 1/2 inch iron rod set for corner in a curve to the left with a chord bearing of North 06 minutes 23 seconds W and a distance of 970.58', said iron rod being in the East right-of-way line of Legacy Drive (120' ROW) as conveyed in Volume 5545, page 1639, D.R.D.C.T.;

THENCE along said curve to the left following the East ROW line of said Legacy Drive through a central angle of 37 degrees 29 minutes 35 seconds a radius distance of 1510.00 feet an arc distance of 988.11' to a 1/2 inch iron rod set for corner at the point of reverse curve with a chord bearing of N 21 degrees 18 minutes 48 seconds W and a distance of 185.36';

THENCE along said curve to the right following the East ROW line of said Legacy Drive through a central angle of 07 degrees 38 minutes 47 seconds a radius distance of 1390.00' an arc distance of 185.50' to a 1/2 inch iron rod set for corner;

THENCE S 89 degrees 22 minutes 13 seconds E a distance of 415.77' to a 1/2 inch iron rod found for corner;

THENCE S 00 degrees 17 minutes 06 seconds W a distance of 1153.37' to the POINT OF BEGINNING and CONTAINING 298,599 square feet or 6.855 acres of land.

Exhibit A GF-Number 07R34038

Being a tract of land situated in the J. Ogden Survey, Abstract NO. 980, City of Frisco, Denton County, Texas and as being part of a tract as conveyed to Bert Fields Jr. and recorded in Volume 523, Page 679, Deed Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod set for corner in the West line of Lot 1R, Block A Legacy Christian Academy, an addition to the City of Frisco, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 214, Plat Records of Denton County, Texas, said iron rod being N 00 degrees 17 minutes 06 seconds E a distance of 198.01 feet from the southwest corner of said Lot 1R;

Thence N 89 degrees 42 minutes 54 seconds W a distance of 207.58 feet to a capped 1/2 inch iron rod set for corner in the East Right Of Way line of Legacy Drive (120 feet ROW) as conveyed in Volume 5545, Page 1639, D.R.D.C.T., said iron rod also being in a curve to the left with a chord bearing of N 01 degrees 37 minutes 31 seconds W and a distance of 374.75 feet;

Thence along said curve to the left following the East ROW line of said Legacy Drive through a central angle of 14 degrees 15 minutes 23 seconds a radius distance of 1510.00 feet and an arc distance of 375.72 feet to a capped 1/2 inch iron rod found for corner;

Thence N 80 degrees 06 minutes 22 seconds E a distance of 223.60 feet to a capped 1/2 inch iron rod set for corner in the West line of said Lot 1R;

Thence S 00 degrees 17 minutes 06 seconds W following the West line of said Lot 1R a distance of 414.06 feet to the Point of Beginning and containing 81,519 square feet or 1.871 acres of land.

Legal Descriptions

BEING Lot 1, Block G, Cheyenne Village, Phase One, an Addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet U, Page 301, Plat Records, Denton County, Texas.

AND

Lot 2, Block G, Cheyenne Village Phase One, an Addition to the City of Frisco, Denton County, Texas, according to the map or plat thereof recorded in Cabinet U, Slide 301, of the Plat Records of Denton County, Texas.

E6 - Roach Middle School Site – 12499 Independence Parkway

(see attached)

Roach Middle School
12499 Independence Pkwy., Collin County

EXHIBIT "A"

Field Note Description
18.060 Acres

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being part of that certain 59.455 acre tract of land conveyed to the City of Frisco by deed recorded in Volume 4559, Page 1379, Deed Records of Collin County, Texas, said tract also being part of Lot 1, Block A, NWC Eldorado & Independence, an addition to the City of Frisco as recorded in Cabinet R, Page 154, Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the west line of Independence Parkway (a variable width R.O.W.) said point being the southeast corner of the aforementioned Lot 1, Block A;

THENCE S89°16'48"W, leaving Independence Parkway, and with the south line of said Lot 1, Block A, a distance of 629.45 feet to a point for corner;

THENCE N00°43'12"W, with the west line of said Lot 1, Block A, a distance of 285.85 feet to a point for corner;

THENCE S89°16'48"W, with the south line of said Lot 1, Block A, a distance of 190.68 feet to a point for corner;

THENCE N00°43'12"W, with the west line of said Lot 1, Block A, a distance of 279.02 feet to a point for corner;

THENCE S89°16'48"W, with the south line of said Lot 1, Block A, a distance of 43.11 feet to a point for corner in the west line of the aforementioned City of Frisco tract;

THENCE N00°43'12"W, a distance of 444.48 feet to a point for corner in the north line of said City of Frisco tract, said point also being in the north line of Lot 1, Block A;

THENCE N89°38'11"E, with the north line of said City of Frisco tract, and the north line of Lot 1, Block A, a distance of 853.26 feet to a point for corner in the aforementioned west line of Independence Parkway;

THENCE S00°43'12"E, with the west line of Independence Parkway, a distance of 93.27 feet to a point for corner;

THENCE N89°16'48"E, with the west line of Independence Parkway, a distance of 10.00 feet to a point for corner;

THENCE S00°43'12"E, with the west line of Independence Parkway, a distance of 411.67 feet to a point for corner;

THENCE S04°59'27"W, with the west line of Independence Parkway, a distance of 100.50 feet to a point for corner;

THENCE S00°43'12"E, a with the west line of Independence Parkway, distance of 200.00 feet to a point for corner;

THENCE N89°16'48"E, with the west line of Independence Parkway, a distance of 10.00 feet to a point for corner;

THENCE S00°43'12"E, with the west line of Independence Parkway, a distance of 199.09 feet to the POINT OF BEGINNING and CONTAINING 18.060 acres of land.

EXHIBIT "A"

Field Note Description
6.739 Acres

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being part of that certain 59.455 acre tract of land conveyed to the City of Frisco by deed recorded in Volume 4559, Page 1379, Deed Records of Collin County, Texas, said tract also being part of Lot 2 and Lot 4, Block A, NWC Eldorado & Independence, an addition to the City of Frisco as recorded in Cabinet R, Page 154, Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north line of Eldorado Parkway (a 120' R.O.W.) said point being the southeast corner of the aforementioned Lot 4, Block A;

THENCE S89°22'55"W, with the north line of Eldorado Parkway, a distance of 78.26 feet to a point for corner, said point being the southwest corner of said 59.455 acre City of Frisco tract;

THENCE N00°43'12"W, leaving Eldorado Parkway, and with the west line of said City of Frisco tract, a distance of 1821.26 feet to a point for corner in the northerly line of Lot 2, Block A, NWC Eldorado & Independence;

THENCE ~~S~~ N 89°16'48"~~W~~ E, with the northerly line of said Lot 2, Block A, a distance of 80.21 feet to a point for corner;

THENCE S00°43'12"E, with the west line of said Lot 2, Block A, a distance of 634.38 feet to a point for corner;

THENCE N89°16'48"E, with the west line of said Lot 2, Block A, a distance of 122.33 feet to a point for corner;

THENCE S00°43'12"E, with the west line of said Lot 2, Block A, a distance of 669.77 feet to a point for corner;

THENCE N89°22'55"E, a distance a distance of 92.11 feet to the beginning of a curve to the left having a central angle of 20°21'26", a radius of 170.00 feet, a tangent length of 30.52 feet, and a chord bearing N79°12'13"E, 60.08 feet;

THENCE in an easterly direction along said curve to the left, an arc distance of 60.40 feet to a point for corner and the end of said curve, said point being the beginning of a reverse curve to the right having a central angle of 40°21'26", a radius of 245.00 feet, a tangent length of 90.04 feet, and a chord bearing N89°12'13"E, 169.02 feet;

THENCE in an easterly direction along said curve to the right, an arc distance of 172.57 feet to a point for corner and the end of said curve;

THENCE S 70°37'05"E, a distance of 58.91 a point for corner and the beginning of a curve to the left having a central angle of 20°00'00", a radius of 155.00 feet, a tangent length of 27.33 feet, and a chord bearing S80°37'05"E, 53.83 feet;

THENCE in an easterly direction along said curve to the left, an arc distance of 54.11 feet to a point for corner and the end of said curve;

THENCE N89°22'55"E, a distance of 232.11 feet to a point for corner in the west line of Independence Parkway (a 120' R.O.W.);

THENCE S00°43'12"E, with the west line of Independence Parkway, a distance of 60.00 feet to a point for corner;

THENCE S89°22'55"W, leaving Independence Parkway, a distance of 232.22 feet to a point for corner and the beginning of a curve to the right having a central angle of 20°00'00", a radius of 215.00 feet, a tangent length of 37.91 feet, and a chord bearing N80°37'05"W, 74.67 feet;

THENCE in a westerly direction along said curve to the right, an arc distance of 75.05 feet to a point for corner and the end of said curve;

THENCE N07°37'05"W, a distance of 58.91 feet to a point for corner and the beginning of a curve to the left having a central angle of 40°21'26", a radius of 185.00 feet, a tangent length of 67.99 feet, and a chord bearing S89°12'13"W, 127.63 feet;

THENCE in a westerly direction along said curve to the left, and arc distance of 130.31 feet to a point for corner and the end of said curve, said point being the beginning of a reverse curve to the right having a central angle of 20°21'26", a radius of 230.00 feet, a tangent length of 41.29 feet, and a chord bearing S79°12'13"W, 81.29 feet;

THENCE in a westerly direction along said curve to the right, an arc distance of 81.72 feet to the end of said curve;

THENCE S89°22'55"W, a distance of 92.00 feet to a point for corner in the west line of the aforementioned Lot 2, Block A;

THENCE S00°43'12"E, with the west line of said Lot 2, Block A, a distance of 151.85 feet to a point for corner in the north line of Lot 3, Block A, NWC Eldorado & Independence;

THENCE S89°02'34"W, with the north line of said Lot 3, Block A, a distance of 124.46 feet to a point for corner, said point being the northwest corner of said Lot 3, Block A;

THENCE S00°45'12"E, with the west line of said Lot 3, Block A, a distance of 304.89 feet to the POINT OF BEGINNING and CONTAINING 6.739 acres of land.

E7 - High School #7 Site – Independence Parkway, North of Main Street

(see attached)

BEING a tract of land situated in the J. T. Johnson Survey, Abstract No. 490, City of Frisco, Collin County, Texas and being all of a called 54.971 acre tract conveyed to the Frisco Independence L.P. as recorded in County Clerks No. 20060315000343260, Collin County, Texas and being all of a called 32.967 acre tract conveyed to the Frisco Independence L.P. as recorded in County Clerks No. 20060315000343250, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a capped iron rod found for corner at the Northwest corner of Lot 13, Block G of Sorano Addition, an addition to the City of Frisco, Collin County, Texas, according to the plat thereof recorded in County Clerks No. 2008-716, Plat Records of Collin County, Texas;

THENCE N 00 degrees 01 minute 36 seconds W a distance of 1457.25' to a 3/8" iron rod found for corner;

THENCE N 89 degrees 27 minutes 05 seconds E a distance of 2609.38' to a capped 1/2" iron rod set for corner in the West Right of Way line of Independence Parkway a (120' ROW);

THENCE S 00 degrees 26 minutes 00 seconds E following the West ROW line of Independence Parkway a distance of 1472.00' to a "X" cut set for corner at the Southeast corner of said Sorano Addition;

THENCE S 89 degrees 46 minutes 31 seconds W following the North line of said Sorano Addition a distance of 2619.74' to the POINT OF BEGINNING, and containing 3,829,299 square feet or 87.909 acres of land.

E8 - Elementary School/Middle School Site - Independence Pkwy, North of Main Street

(see attached)

EXHIBIT A

BEING part of a called 101.545 acre tract of land situated in the I. J. LEEPER SURVEY, ABSTRACT NO. 528, as conveyed to Shaddock Developers, Ltd., by Deed recorded in Volume 4975, Page 408 of the Deed Records of COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod found for the Southwest corner of said 101.545 acre tract in the East line of County Road No. 114, said point also being the Northwest corner of a called 325.587 acre tract to Charles R. Gartner as recorded in Volume 1429, Page 399 of the Deed Records of COLLIN County, Texas;

THENCE North 00 degrees 38 minutes 30 seconds West along the West line of said 101.545 acre tract and the East line of said County Road 114 a distanceof 749.95 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 21 minutes 28 seconds East a distance of 1500.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 38 minutes 32 seconds East a distance of 744.92 feet to a 1/2 inch iron rod set for corner in the South line of said 101.545 acre tract and the North line of said Gartner tract;

THENCE South 89 degrees 09 minutes 57 seconds West along said common line a distance of 1500.02 feet to the POINT OF BEGINNING and CONTAINING 25.738 acres of land, more or less.

Exhibit A

BEING a 5.000 acre tract of land situated in the I.J. LEEPER SURVEY, ABSTRACT NO. 528 and of a 101.545 acre tract as conveyed to the Shaddock Developers, Ltd., as recorded in Volume 4975, Page 408 of the Deed Records of COLLIN County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2 inch iron rod found for corner at the Northeast corner of a 25.738 acre tract as conveyed to the City of Frisco and recorded in Volume 5123, Page 2008, D.R.C.C.T.;

THENCE North 89 degrees 26 minutes 26 seconds East a distance of 292.57 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 32 minutes 12 seconds East a distance of 743.94 feet to a 1/2 inch iron rod set for corner in the South line of said 101.545 acre tract;

THENCE South 89 degrees 14 minutes 53 seconds West following the South line of said 101.515 acre tract a distance of 292.58 feet to a 1/2 inch iron rod found for corner at the Southwest corner of said 25.738 acre City of Frisco tract;

THENCE North 00 degrees 32 minutes 12 seconds West following the East line of said 25.738 acre City of Frisco tract a distance of 744.92 feet to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acres of land.

E9 - Liberty High School Site – 15250 Rolater Road

(see attached)

Exhibit "A"

Legal Description of Land

BEING a tract of land situated in the George Habbermaker Survey, Abstract No. 364 and the Peter Baccus Survey, Abstract No. 98, Collin County, Texas, and also being part of a 489.4421 acre tract as conveyed to the Gartner 720 GP, LLC as recorded in Volume 5397, Page 5063 of the Deed Records of Collin County, Texas, and part of a tract as conveyed to Gartner-Plano Company as recorded in Volume 5881, Page 3347, D.R.C.C.T. and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner at the Southwest corner of said 489.4421 acre tract, said iron rod being at the Southeast corner of a 15.035 acre tract as conveyed to the City of Frisco and recorded in Volume 5053, Page 1992, D.R.C.C.T., said iron rod also being in the North line of Rolater Road (60' ROW) as dedicated per the Hunters Creek Phase 6 as recorded in Cabinet N, Page 830, Plat Records of Collin County, Texas;

THENCE North 00 degrees 10 minutes 46 seconds West following the West line of said 489.4421 acre tract a distance of 2266.94 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 49 minutes 14 seconds East a distance of 1034.41 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 10 minutes 46 seconds East a distance of 1282.80 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 49 minutes 14 seconds East a distance of 501.44 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 10 minutes 46 seconds East a distance of 928.79 feet to a 1/2 inch iron rod set for corner;

THENCE South 44 degrees 38 minutes 13 seconds East a distance of 17.84 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 05 minutes 39 seconds East a distance of 137.50 feet to a 1/2 inch iron rod set for corner;

THENCE South 85 degrees 16 minutes 48 seconds East a distance of 150.33 feet to a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 05 minutes 39 seconds East a distance of 170.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 00 degrees 54 minutes 21 seconds West a distance of 60.00 feet to a 1/2 inch iron rod set for corner in the North ROW line of said Rolater Road;

THENCE North 89 degrees 05 minutes 39 seconds West following the North ROW line of said Rolater Road a distance of 1151.13 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 degrees 13 minutes 27 seconds West following the North ROW line of Rolater Road a distance of 853.64 feet to the POINT OF BEGINNING and containing 2,889,107 square feet or 66.325 acres of land.

E10 - Vandeventer Middle School Site – 6075 Independence Pkwy

(see attached)

Legal Description

BEING a tract of land situated in the Jacob Baccus Survey, Abstract No. 53, City of Frisco, Collin County, Texas and also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 662, Page 133, Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a capped 1/2" iron rod set for corner in the west Right of Way line of Independence Ave, said iron rod being N00°01'12"W a distance of 1167.94' from the north end of a corner clip at the intersection of the west ROW line of Independence Ave. and the North ROW line of County Road No. 68:

THENCE S 89°58'48" W a distance of 857.11' to a capped 1/2" iron rod set for corner;

THENCE N 00°26'20" E a distance of 1021.49' to a capped 1/2" iron rod set for corner;

THENCE N 90°00'00" E a distance of 848.93' to a capped 1/2" iron rod set for corner in the West ROW line of said Independence Ave.;

THENCE S 00°01'12" E a distance of 1021.16' to the POINT OF BEGINNING, and containing 871,200 Square Feet or 20.000 Acres of land.

EXHIBIT "B"

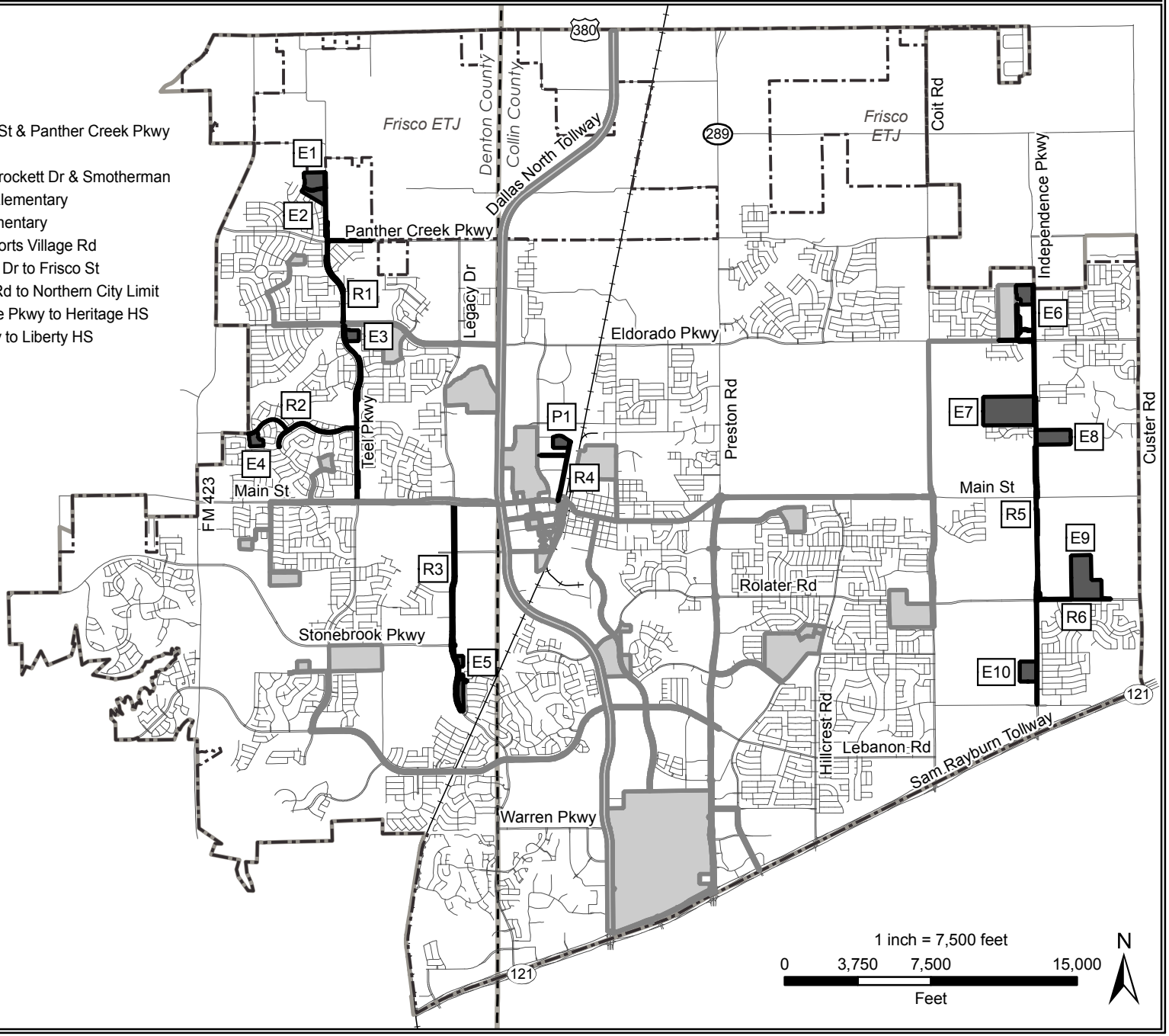
MAP OF PROPERTY
TO BE ADDED TO REINVESTMENT ZONE NUMBER ONE
CITY OF FRISCO, TEXAS

(see attached)

Proposed Additions to Frisco Tax Increment Reinvestment Zone #1

Proposed Additions

- **P1** Fieldhouse USA Site
- **R1** Teel Pkwy from Stafford MS to Main St & Panther Creek Pkwy from Teel Pkwy to Adeline Dr
- **R2** The Trails Pkwy from Teel Pkwy to Crockett Dr & Smotherman Rd from The Trails Pkwy to Corbell Elementary
- **R3** Legacy Dr from Main St to Allen Elementary
- **R4** John W. Elliott Dr from Main St to Sports Village Rd & Technology Dr from John W. Elliott Dr to Frisco St
- **R5** Independence Pkwy from Lebanon Rd to Northern City Limit & Eldorado Pkwy from Independence Pkwy to Heritage HS
- **R6** Rolater Rd from Independence Pkwy to Liberty HS
- **E1** Stafford Middle School
- **E2** Phillips Elementary School
- **E3** Purefoy Elementary School
- **E4** Corbell Elementary School
- **E5** Allen Elementary School
- **E6** Roach Middle School
- **E7** High School #7
- **E8** Elementary School/Middle School
- **E9** Liberty High School
- **E10** Vandeventer Middle School



Legend

- Existing TIRZ #1
- Proposed TIRZ #1 Additions
- Frisco ETJ
- Frisco City Limits
- County Line

EXHIBIT "C"

PROJECT PLAN OF THE REINVESTMENT ZONE NUMBER ONE
CITY OF FRISCO, TEXAS

(see attached)

REINVESTMENT ZONE NUMBER ONE, CITY OF FRISCO, TEXAS (TAX INCREMENT REINVESTMENT ZONE)

PROJECT PLAN

Adopted:
February 24, 1997
Amended - December 19, 2000
Amended – December 16, 2003
Amended – January 4, 2005
Amended – December 5, 2005
Amended – February 19, 2008
Amended-December 1, 2009
Pending 2012 Amendment

Frisco Tax Increment Reinvestment Zone
Project Description

The City of Frisco will establish Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) (FTIRZ) for the purpose of dedicating the incremental tax revenue generated, as outlined in the Financing Plan, within the zone to a comprehensive Project Plan. The following is a short narrative description of the project.

The FTIRZ will consist of approximately 2,056.12 acres made up of private and publicly held property, including various sections of road rights of way. The 2000 Amendment to the boundaries of the FTIRZ added approximately 305 acres to the original area of the FTIRZ. The 2003 Amendment of the FTIRZ added approximately 459 acres to the amended area of the FTIRZ. The 2005 Amendment added approximately 488.25 additional acres to the Zone. The 2008 Amendment added approximately 56.91 additional acres to the Zone. The 2009 Amendment added 2.2362 additional acres to the zone. The proposed 2012 amendment will add 488.246 acres to the zone. The FTIRZ is more specifically defined by the description contained in Exhibits A and B to City of Frisco Ordinance number 97-02-17 which is included in this plan document as Attachment 1 to the Project Plan. The boundaries as enlarged by the 2000 Amendment to the FTIRZ are described in Map A-1 attached to Ordinance 97-02-17 amended by Ordinance 00-12-22. The boundaries as enlarged by Ordinance Number 03-12-101 (the 2003 Amendment) to the FTIRZ are described in Map A-2 and also attached to Ordinance 97-02-17. The boundaries as enlarged by Ordinance Number 05-01-03 (the 2005 Amendment) to the FTIRZ are described in Map A-3 and attached to the original Ordinance. The boundaries as enlarged by Ordinance Number 08-02-27 (the 2008 Amendment) to the FTIRZ are described in Map A-4 and attached to the original Ordinance. The boundaries as enlarged by Amendment VI, Ordinance Number 09-12-68 are described in Map A-5. The proposed Amendment VII would enlarge the boundaries described in Map A-6. The private property portion of the FTIRZ is generally bounded on the South by SH121, on the East by Preston Road (SH289), on the West by the Dallas Parkway, and on the North (approximately) by Warren Parkway. This property is the revenue generating portion of the FTIRZ. This portion of the FTIRZ is made up of property currently owned by several land owners, including a ±130 acre regional mall site owned by General Growth Properties which has been developed as a ±1.6 million square foot shopping center. At the time of the fiscal year 2012 Amendment to the FTIRZ boundaries, approximately 90% of the private property had been developed or is currently under development, and the total Captured Value is $907,471,729.

The tax revenue generated within this FTIRZ will be used for public facilities and infrastructure development such as public roads, signalization and water and sewer system expansion and enhancement in and around the revenue generating portion of the FTIRZ described above. The City, as part of an economic development package with GGP and Gaylord agreed to provide for the construction of infrastructure improvements in the area included in the FTIRZ and these improvements are being paid for with FTIRZ revenues. FTIRZ revenues will be used to make other public facilities and infrastructure improvements that will enhance the development of the FTIRZ, the City, and Collin County as a whole. These improvements include participating in

continuation of North Dallas Parkway from FM720 to SH380, Preston Road improvements and the construction of new North-South and East-West roads. The FTIRZ will also provide for facility expansion to both Collin County Community College (Preston Ridge Campus) and to the Frisco Independent School District by including their property in the FTIRZ and including these qualifying projects in the Project Plan. City of Frisco Ordinance Number 01-11-88 amended the Project and Financing Plan to include a public multi-use sports and entertainment complex, the 2000 Amendment, the 2003 Amendment, the 2005 Amendment, the 2008 Amendment, the 2009 amendment and the 2012 amendment each enlarged the boundaries of the FTIRZ with publicly-owned property and each added General Account and Educational Account projects to the Project Plan for the overall benefit of the FTIRZ, the FISD and for the City of Frisco The 2nd 2005 Amendment added as an appropriate use of funds the maintenance and operations of the CCCCD Technology Center, a previously approved project, to the Project Plan and the Financing Plan. The 2nd 2005 Amendment did not change the boundaries of the existing zone.

As one can see the plan for the FTIRZ is to capture the great incremental tax revenue potential from a high growth, high value area that can then be applied to targeted projects that will enhance the development of the FTIRZ and benefit the City of Frisco, Frisco Independent School District, Collin County Community College District and Collin County. The Project Plan and Financial Plan follow.

PROJECT PLAN
FRISCO TAX INCREMENT REINVESTMENT ZONE #1

As set forth in Section 311.001 in the Tax Increment Financing Act of the Tax Code, the Project Plan for Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) (FTIRZ) must include the following elements:

1. **A map showing existing uses and conditions of real property in the FTIRZ and a map showing proposed improvements to and proposed uses of the property.**

   Property contained within the FTIRZ is open, undeveloped land with no existing infrastructure or improvements which negates the need for a map showing uses and conditions of real property.

Phase I - The maps showing the Phase I improvements are included as part of this report with each map showing different improvements to be carried out as part of the project. The content of the maps are as follows:

Map	1 of 6	- Boundaries of the FTIRZ (Areas in red indicate tracks to be added to the FTIRZ once annexed in accordance with Section 311.011 of the Tax Code)
Map	2 of 6	- Road, water and sewer system plan
Map	3 of 6	- Detail of water system improvements
Map	4 of 6	- Detail of sewer system improvements
Map	5 of 6	- Signalization plan
Map	6 of 6	- Master plan for the revenue generating portion of the FTIRZ showing proposed uses of the property
Map	A-1	- Boundaries of FTIRZ as amended by City of Frisco Ordinance 00-12-22
Map	A-2	- Boundaries of FTIRZ as amended by City of Frisco Ordinance 03-12-101

Map A-3 - Boundaries of the FTIRZ as amended by City of Frisco Ordinance 05-01-03
Map A-4 - Boundaries of the FTIRZ as amended by City of Frisco Ordinance 08-02-27
Map A-5 - Boundaries of the FTIRZ as amended by the City of Frisco Ordinance 09-12-68
Map A-6 - Boundaries of the FTIRZ as amended by the 2012 Amendment by City of Frisco Ordinance.

Phase II -

Below is a listing of the Phase II improvements along with a Tract No. which may be cross referenced on Map 1 of 6 of this report.

Street Improvements	Tract No.
Ohio Drive (Warren Pkwy to SH121)	N (North\South)
Warren Parkway (Ohio to SH289)	N (East\West)
Tollway (FM720 to SH380)	G
Parkwood (Northern Portion)	K(a), (b), (c)
Main Street (FM720/SH289 to TR)	H
Preston Road (SH121 to FM720)	I
SH121 (SH289 to TR)	O

Facilities (Recreation\Educational)	Tract No.
Recreation Center (High School Site)	B
CCCCD Technology Center, including maintenance and operations	L

Phase III

Additional Facilities as approved by City of Frisco Ordinance 01-11-88 and as shown on Map A-1.

Facilties (Recreational/Educational)	Tract No.
Double A Minor League Baseball Park	1P1
Hockey Arena including approximately 3500 seats on main ice area and one additional NHL size ice area	1P1
Parking for public facilities	1P1
Gymnastics facility	1P1

Additional Infrastructure Improvements as approved by City of Frisco Ordinance 01-11-88 and as shown on Map A-1.

Infrastructure improvements supporting Frisco Sports Complex (Including streets, drainage, and utilities)	1P1

Additional Land Purchases as approved by City of Frisco Ordinance 01-11-88 and as shown on Map A-1.

Land Purchase for Frisco Sports Complex (28 Acres)	1P1

Phase IV

Additional Public Facilities as approved by City of Frisco and as shown on Maps A-2 and A-3.

Public Facilties
Major League Soccer Stadium with 20,000 seats
17 Regional Soccer Tournament Fields with Public Access
Parking to support the Soccer Complex
Convention Center located within the existing boundaries of the FTIRZ #1.
Public entry features associated with and located within the FTIRZ #1.
Office/classroom building for use by the Collin County Community College District and associated parking.

Additional Infrastructure Improvements as approved by City of Frisco and as shown on Maps A-2 and A-3.

Infrastructure
Infrastructure Improvements supporting Frisco Soccer Complex (Streets, drainage, and utilities)
Storm water retention/detention area located at the north east corner of SH 121 and the Dallas North Tollway supporting the drainage of the FTIRZ #1 area.

Additional Land Purchases as approved by City of Frisco and as shown on Maps A-2 and A-3.

Land Purchases
Land for Frisco Soccer Complex (144 acres)
Land for storm water retention/detention area located at the north east corner of SH 121 and the Dallas North Tollway supporting the drainage of the FTIRZ #1 area.
Land for Collin County Community College District administrative offices and classroom space and associated parking.

Phase V

Additional Public Facilities as approved by City of Frisco and as shown on Map A-4.

Expansion of the arena with 1,500 seats
Parking to support the Arena and Office Complex
Parking to support the Frisco Junction Complex and Soccer Complex
Cultural Arts and Science Center

Phase VI

Additional Public Facilities as approved by City of Frisco and as shown on Map A-5.

Infrastructure improvements for the Museum of the American Railroad
Maintenance and Operations of the Superdrome Facility
Land Acquisition for the Frisco Junction Complex
Additional Improvements to the Hockey Arena

Phase VII

Additional Public Facilities as approved by City of Frisco and as shown on Map A-6.

Recreational facility known as the Fieldhouse USA P-1
Electronic Signage on the east side of the Arena

Educational Facilities -

Below is list of educational facility projects to be constructed within the FTIRZ which may be cross referenced on Map 1 of 6 of this report by the indicated Tract No.

Phase I

Facilities (Educational)	Tract No.
Elementary\Middle School	E
High School Expansion	B

Additional Educational Facilities as approved by City of Frisco Ordinance No. 00-12-22 (The 2000 Amendment) and as shown on Map A-1.

Phase II

Facilities (Educational)	Tract No.
Administration Building site (2nd Phase)	E6
High School Site	E9
Middle School Site	E8
High School Site	E10

Phase III

Additional Educational Facilities approved by 2003 Amendment and as shown on Map A-2

Facilities (Educational)	**Tract No.**
Griffen Middle School Site	E1
Pioneer Heritage Middle School Site	E2
Middle School Site/High School Site	E3
Fisher Elementary	E4
Sparks Elementary	E5
Elementary School Site	E6
Elementary School Site	E7
High School Site	E8

Additional Educational Facilities approved by 2012 Amendment and as shown on Map A-6

Phase VII

Facilities (Educational)	**Tract No.**
Allen Elementary School	E5
Corbell Elementary School	E4
Phillips Elementary School	E2
Purefoy Elementary School	E3
Stafford Middle School	E1
Liberty High School	E9
Roach Middle School	E6
Vandeventer Middle School	E10
Elementary School Site (Independence N of Main)	E8
Middle School Site (Independence N of Main)	E8
High School #7 (Independence N of Main)	E7

2. **Proposed changes of zoning ordinances, the master plan of the municipality, building codes and other municipal ordinances.**

At this time, the City does not foresee any changes to zoning ordinances, the master

plan, building codes or other municipal ordinances as a result of the creation of this Tax Increment Reinvestment Zone.

3. **A list of estimated non-project costs.**

Non-project costs within the FTIRZ are those development costs not paid by the FTIRZ.

Phase I Non-Project Related Costs

City of Frisco	$ 2,350,000	Warren Parkway, Water and Sewer Lines, Elevated Storage Tank
County	$ 1,000,000	Warren Parkway
Frisco Independent School District	$ 150,000	Land Value\High School Site
Collin County Community College District	$ 1,150,000	Land Value, Technology Center
Gaylord	$ 7,000,000	(Portion above City or FTIRZ responsibility on streets) Warren Parkway, Mall Drive, Parkwood, Traffic Signals, Water Features, Park
GGP	$50,000,000	Mall, Onsite Utilities, Parking
Private Sources	$ 1,000,000	CCCCD Recreation\Education Facility

Phase III Non-Project Related Costs	**Estimated Annual Contribution**
Frisco Community Development Corporation	$500,000
Frisco Economic Development Corporation	$500,000
Frisco Hotel/Motel Tax Fund	$500,000
Southwest Sports Group	$1,500,000
Gymnastics Center Lease	$200,000
John Q. Hammons Hotels	$500,000

Phase IV Non-Project Related Costs	**Estimated Debt Service Support**
Frisco Community Development Corporation	$5,000,000
Frisco Economic Development Corporation	$5,000,000
Hunt Sports Group	$10,000,000

Phase V Non-Project Related Costs	**Estimated Debt Service Support**
Hicks Sports Group, LLC	$ 7,000,000

Phase VI Non-Project Related Costs	**Estimated Contribution**
Museum of the American Railroad	$ 1,000,000

Phase VII Non-Project Related Costs	**Estimated Contribution**
Sport Village USA	$5,100,000

4. **A statement of a method of relocating persons to be displaced as a result of implementing the reinvestment FTIRZ.**

There are no existing residences or businesses that will be displaced in the reinvestment zone.

A detailed list of the projects proposed for the FTIRZ and their costs is included in the Financing Plan.

EXHIBIT "D"

FINANCING PLAN OF THE REINVESTMENT ZONE NUMBER ONE
CITY OF FRISCO, TEXAS

(see attached)

REINVESTMENT ZONE NUMBER ONE, CITY OF FRISCO, TEXAS (TAX INCREMENT REINVESTMENT ZONE)

FINANCING PLAN

Adopted:
February 24, 1997
Amended December 19, 2000
Amended – December 16, 2003
Amended – January 4, 2005
Amended – December 5, 2005
Amended – February 19, 2008
Amended-December 1, 2009
Pending 2012 Amendment

FRISCO TAX INCREMENT REINVESTMENT ZONE #1

As set forth in Section 311.011 in the Tax Increment Financing Act of the Tax Code, the Financing Plan for Reinvestment Zone Number One, City of Frisco, Texas (Tax Increment Reinvestment Zone) (FTIRZ) must include the following elements:

1. **A detailed list describing the estimated project costs of the FTIRZ, including administrative expenses; and,**

2. **A statement listing the kind, number and location of all proposed public works or public improvements in the FTIRZ.**

- The following is intended to address both of these requirements. -

The proposed public improvements in the FTIRZ fall into four general categories; streets (including storm water drainage), water system, sanitary sewer system, and public facilities. The estimated costs of each item and a brief description of each project follows:

The items described below for Phase I were funded by the issuance of debt obligations of the City as described in section 6 below, the debt service on which is a project cost of the FTIRZ. The annual debt service payments on such debt obligations are set forth in Attachment 1 hereto.

Phase I -

This phase began immediately with the creation of the FTIRZ. Not all project costs for projects being carried out within the FTIRZ will be funded by FTIRZ tax revenues. The City and Gaylord Properties, Inc. ("Gaylord") agreed to enter into an agreement on certain improvements to be made within the FTIRZ which are on property currently owned by Gaylord. The agreement placed a cap on the amount the City agreed would be contributed for the cost of constructing these specific improvements with Gaylord being responsible for any cost above the cap. These projects are listed below, and are marked by an asterisk (*), indicating the amount that will be paid from FTIRZ tax revenues. The costs above what the City agreed would be contributed toward these projects has been included in the Project Plan under item 3, listing estimated non-project costs. Additionally, some of the public projects that occurred in conjunction with Phase I Project Plan projects, which are shown on the maps in the Project Plan, will be wholly funded by the City or by joint venture with Collin County ("County") and Collin County Community College District ("CCCCD").

Street Improvements	Amount and Funding Sources
Warren Parkway (6 Lane - SH289 to TR)	City-County-Gaylord
*Mall Drive (6 Lane - SH289 to TR)	$2,160,000\FTIRZ
*Parkwood (6 Lane - Southern Portion)	$1,848,000\FTIRZ
*Traffic Signals	$ 488,000\FTIRZ

The proposed street projects are for the construction of public access roads and include the landscaping, irrigation and lighting of these roads.

Water and Sanitary Sewer Improvements	Amount and Funding Sources
*Water Lines	$ 714,700\FTIRZ
Sewer Lines	City
Elevated Water Storage Tank	City

The water system plays an integral part in the area's public water system network and will provide service within the zone through a looped system. The looped system is connected to an 18" water transmission line along Preston Road (SH289) and is also tied into a 16" transmission line along Parkwood Drive which is connected to a 2 million gallon elevated storage tank. The interconnection of the looped system and the surrounding transmission network provides an element of safety through redundancy by allowing segments of the transmission lines to be valved off in case of emergencies while continuing to provide adequate service for fire protection and potable uses through the cross connected network. The public sanitary sewer system will service the mall, adjacent parcels and undeveloped land in the area.

Facilities (Recreation\Educational)	Amount and Funding Sources
CCCCD Improvement(s)	$2,500,000\FTIRZ

The City and CCCCD have participated in several joint ventures for the purpose of creating recreational and educational opportunities on property that is now within the FTIRZ. They have constructed a 14 acre sports complex and a recreation center\natatorium. These facilities are being jointly used by both entities for public recreation and formal classes taught by the college. The funds indicated above were used to construct another joint recreation\educational facility within the FTIRZ in the area labeled as Tract L (College Campus) on Map 1 of 6 in Project Plan. The City and CCCCD may seek funding from private sources to pay a portion of the costs or to enhance the facility.

Total Phase I FTIRZ Project Construction & Acquisition Cost	$ 7,710,700\FTIRZ

Phase II -

The projects outlined in this section will be funded as revenues within the FTIRZ are sufficient to pay for such projects. The tentative timetable for these projects is five to ten years. As in Phase I, some of the projects listed will be jointly funded by both FTIRZ

and either private or other public funding sources as shown in section 3 of the Project Plan. Phase II projects are to be funded on an as available basis, and are not intended to take funding priority over any additional projects that may be added in the future.

Street Improvements	
Ohio Drive (Warren Pkwy to SH121)	$1,450,000
Warren Parkway (Ohio to SH289)	$ 600,000
Tollway (SH 121 to SH380)	$5,000,000
Parkwood (Northern Portion)	$2,000,000
Main Street (FM720/Coit Road to TR)	$5,000,000
Preston Road (SH121 to FM720)	$5,000,000
SH121 (SH289 to TR)	$2,980,878

The proposed street projects are for the construction of public access roads and include the landscaping, irrigation and lighting of these roads.

Facilities (Recreation\Educational)	
Recreation Center (High School Site)	$3,500,000
CCCCD Technology Center	$900,000
CCCCD Technology Center Maintenance & Operations	$6,400,000

As stated earlier, the City and CCCCD have participated in several joint ventures for the purpose of creating recreational and educational opportunities on the CCCCD campus that is located within the FTIRZ. The City has participated in joint ventures with the Frisco Independent School District ("FISD") as well.

Under this plan the FTIRZ will participate in the construction of a facility on FISD property within the FTIRZ. This will be a facility designed for educational recreation programming by the FISD and for public recreation use. Additionally, the FTIRZ will participate in the construction, maintenance and operations of a Technology Center for educational purposes on the college campus within the FTIRZ. This center will be designed for educational instruction in various high technology areas. The Technology Center construction, maintenance and operations will be funded upon the Captured Assess Valuation ("CAV") within the FTIRZ reaching $350,000,000 subject to the FTIRZ Board of Directors approval. Annual funding of the maintenance and operations of the Technology Center in the amount of two hundred thousand dollars ($200,000) is subject to the continued participation of the CCCCD in the Zone at a rate which generates revenue from the CCCCD participation payment to the TIF not less than the annual maintenance and operation funding.

The projects added to the Project Plan and Financing Plan by the 2000 Amendment are not intended to be fully funded by the Zone. Zone funding, however may be used as an additional or gap funding mechanism in the case of shortfall upon the approval of the FTIRZ Board of Directors.

Project Construction and Acquisition Costs	$17,130,878
Maintenance & Operation Costs	$ 6,400,000
Total Phase II FTIRZ Costs	$23,530,878

Phase III-

The proposed public improvements in the FTIRZ Phase III fall into three general categories; public infrastructure improvements (including streets, storm water drainage, water system, and sewer system improvements), land purchase, and public recreational facilities. The estimated costs of each item and a brief description of each project follows.

Phase III projects began immediately with the approval of the 2000 Amendment to the FTIRZ. Not all project costs for the Phase III projects being carried out in the FTIRZ will be funded by FTIRZ tax revenues.

The items described below for Phase III will be funded by the issuance of debt obligations of the City as described in section 6 below, the debt service on which is a project cost of the FTIRZ. The estimated annual debt service payments on such debt obligations are set forth in Attachment 2 hereto.

The City of Frisco, Frisco Economic Development Corporation and Frisco Community Development Corporation are funding partners, along with private developers, for the Phase III projects, as reflected by development agreements with the FTIRZ Board of Directors. The agreements place a cap on the amount the FTIRZ and other public funding partners are to pay for these specific public improvements, with the private developers being responsible for any cost above the cap. The projects and amounts to be funded from the FTIRZ are outlined below:

Infrastructure Improvements	**Amount funded by FTIRZ/Total Project Cost**
Infrastructure improvements supporting Frisco Sports Complex (Streets, Drainage, and Utilities)	$2,025,000/$4,500,000

Land Purchase	**Amount funded by FTIRZ/Total Project Cost**
Land Purchase for Frisco Sports Complex (28 Acres)	$3,825,000/$8,500,000

Public Recreational Facilities	**Amount funded by FTIRZ/Total Project Cost**
Double A Minor League Ballpark	$9,900,000/$22,000,000
Hockey Arena including approximately 3,500 seats, one main ice arena, and one additional NHL size ice arena	$9,000,000/$20,000,000
Parking for Public Facilities	$4,500,000/$10,000,000
Gymnastics Facility	$900,000/2,000,000
Total Phase III FTIRZ/Total Project Costs	**$30,150,000/$67,000,000**

Phase IV

The proposed public improvements in the FTIRZ Phase IV fall into three general categories; public infrastructure improvements (including streets, storm water drainage, water system, and sewer system improvements), land purchase, and public recreational

facilities. The estimated costs of each item and a brief description of each project follows.

Phase IV projects began immediately with the approval of the 2003 Amendment to the FTIRZ. Not all project costs for the Phase IV projects being carried out in the FTIRZ will be funded by FTIRZ tax revenues.

The items described below for Phase IV will be funded by the issuance of debt obligations of the City as described in section 6 below, the debt service on which is a project cost of the FTIRZ. The estimated annual debt service payments on such debt obligations are set forth in Attachment 2 hereto.

The City of Frisco, Frisco Economic Development Corporation and Frisco Community Development Corporation, are funding partners, along with private developers, for the Phase IV projects, as reflected by development agreements with the FTIRZ Board of Directors. In addition, the proposed Participation Agreement with Collin County will increase the participation amount for the County from the current 50% to a maximum of 80% four years from now, adjusted to pay for an amount equal to the amount necessary to fund the annual debt service payments for $20,000,000. The agreements place a cap on the amount the FTIRZ and other public funding partners are to pay for these specific public improvements, with the private developers being responsible for any cost above the cap.

The City of Frisco and the Collin County Community College District may partner to develop an administrative office and classroom building within the Zone that will provide existing and prospective businesses within the Zone unique training and partnering opportunities. The Zone may fund up to a total of $7,000,000 for the purchase of land and/or for development of the building and associated parking. It is not intended that the Zone fund over $7,000,000 for the entire project. The projects and amounts to be funded from the FTIRZ are outlined below:

Infrastructure Improvements	**Amount funded by FTIRZ/Total Project Cost**
Infrastructure improvements supporting Frisco Soccer Complex (Streets, Drainage, and Utilities)	$2,380,000/$3,400,000
Storm water retention/detention area improvements located at The north east corner of SH 121 and the Dallas North Tollway, Supporting drainage of the FTIRZ #1 area.	$100,000/$100,000

Land Purchase	**Amount funded by FTIRZ/Total Project Cost**
Land Purchase for Frisco Soccer Complex (144 acres)	$13,020,000/$18,600,000
Land for storm water retention/detention area located at the North east corner of SH 121 and the Dallas North Tollway and supporting drainage for the FTIRZ #1 area.	$300,000/$300,000
Land for Collin County Community College District Admin. Offices, classrooms, and associated parking.	$7,000,000/$7,000,000

Public Recreational Facilities	**Amount funded by FTIRZ/Total Project Cost**
Major League Soccer Stadium with 20,000 seats	$24,500,000/$35,000,000
17 Tournament Soccer Fields with public access	$3,500,000/$5,000,000
Parking to support the complex	$2,100,000/$3,000,000
Municipal Convention Center and parking garage	$10,000,000/$28,000,000
Public entry feature(s) within Zone	$600,000/$600,000
Office/classroom building for use by the CCCCD and parking	$7,000,000/$7,000,000
Total Phase IV FTIRZ/Total Project Costs	**$70,500,000/$108,000,000**

Phase V

The proposed public improvements in the FTIRZ Phase V fall into three general categories; public infrastructure improvements (including streets, storm water drainage, water system, and sewer system improvements), parking structures, and facilities which include a public cultural arts and science center and expansion of a public recreational facility. The estimated costs of each item and a brief description of each project are seen below:

Phase V projects are projected to be done in two stages; first stage began immediately with the approval of the 2008 Amendment to the FTIRZ. Stage one includes the expansion of the Stars Arena and the construction of an additional parking structure. The second parking structure and the Cultural Arts and Science Center will move forward with design and additional debt will be sold at a later date. Not all project costs for the Phase V projects being carried out in the FTIRZ will be funded by FTIRZ tax revenues.

The items described below for Phase V will be funded by the issuance of debt obligations of the City as described in section 6 below, the debt service on which is a project cost of the FTIRZ. The estimated annual debt service payments on such debt obligations are set forth in Attachment 2 hereto.

The City of Frisco and the Frisco Independent School District are funding partners, along with private developers, for the Phase V projects, as reflected by development agreements with the FTIRZ Board of Directors. The agreements place a cap on the amount the FTIRZ and other public funding partners are to pay for these specific public improvements, with the private developers being responsible for any cost above the cap. The projects and amounts to be funded from the FTIRZ are outlined below:

Public Recreational Facilities	**Amount funded by FTIRZ/Total Project Cost**
Expansion of arena with 1,500 additional seats	$ 23,000,000/$23,000,000
Parking to support the arena and office complex	3,500,000/$13,000,000
Parking to support the Frisco Junction Complex	6,000,000/$10,000,000
Cultural Arts and Science Center	7,000,000/$12,000,000
Total Phase V FTIRZ/Total Project Costs	**$39,500,000/$58,000,000**

Phase VI

The proposed public improvements in the FTIRZ Phase VI fall into three general categories; public infrastructure improvements (including streets, storm water drainage, water system, and sewer system improvements, site work), land acquisition and facilities which includes additional improvements for the expansion of a public recreational facility.

The estimated costs of each item and a brief description of each project are seen below:

Phase VI projects include land acquisition for the Frisco Junction Complex. This public land is being included in the FTIRZ to energize development and redevelopment in the downtown corridor. The maintenance and operations of the Superdrome facility (a FTIRZ project funded in Phase I) will continue to enhance the area surrounding the CCCCD campus. Annual funding of maintenance and operations of the recreation\educational facility in the amount of one hundred thousand dollars ($100,000) will be funded from FTIRZ revenues. The additional improvements to the Hockey Arena will allow for a broader spectrum of events to be held in the facility. The infrastructure for the site of the Museum of the American Railroad will allow for the relocation of this organizations collection to Frisco and will generate further economic activity in the area.

Phase VI projects are projected to begin immediately with the approval of the 2010 Amendment to the FTIRZ. Not all project costs for the Phase VI projects being carried out in the FTIRZ will be funded by FTIRZ tax revenues.

The City of Frisco, Frisco Community Development Corporation and the Hotel/Motel Fund are funding partners, along with private developers, for the Phase VI projects, as reflected by development agreements with the City of Frisco. The agreements place a cap on the amount the FTIRZ and other public funding partners are to pay for these specific public improvements, with the private developers being responsible for any cost above the cap.

Facilities (Recreational/Educational)	**Amount funded by FTIRZ/Total Project Cost**
Additional Cost for the Expansion of arena	$500,000/$500,000
CCCCD Improvements - Maintenance & Operation Costs	$2,900,000\$2,900,000

Infrastructure Improvements	**Amount funded by FTIRZ/Total Project Cost**
Infrastructure improvements supporting MAR (Streets, Drainage, and Utilities)	$500,000/$2,000,000

Land Purchase	**Amount funded by FTIRZ/Total Project Cost**
Land Purchase for Frisco Junction Complex (2.24 acres)	$430,000/$430,000

Total Phase VI FTIRZ/Total Project Costs	**$4,330,000/$5,830,000**

Phase VII-

The proposed public improvements in the FTIRZ Phase VII fall into two general categories; educational facilities and public recreational facilities. The estimated costs of each item and a brief description of each project follows:

Phase VII projects are projected to begin immediately with the approval of the 2012 Amendment to the FTIRZ. Not all project costs for the Phase VII projects being carried out in the FTIRZ will be funded by FTIRZ tax revenues.

Public Recreational Facilities	**Amount funded by FTIRZ/Total Project Cost**
Fieldhouse USA	$12,500,000/$17,600,000
Electronic Signage	$1,500,000/$1,500,000
Total Phase VII FTIRZ/Total Project Costs	**$14,000,000/$19,100,000**

Educational Facilities -

The projects outlined in this section will be funded as revenues within the Educational Account of the FTIRZ are sufficient to pay for such projects. The tentative timetable for these projects is five to fifteen years. Below is a list of educational facility projects to be constructed within the FTIRZ.

Phase I Facilities (Educational)

Elementary\Middle School	$8,000,000
High School Expansion	$8,000,000

Additional Educational Facilities as approved by 2000 Amendment and as shown on Map A-1

Phase II Amended Facilities (Educational)

Administration Building site (2nd Phase)	$3,500,000
High School Site	$48,000,000
Middle School Site	$22,000,000
High School Site	$55,000,000

Additional Educational Facilities as approved by the 2003 Amendment and as shown on Map A-2

Phase III Amended Facilities (Educational)

Elementary School Sites (4)	$49,000,000
Middle School Sites (3)	$66,000,000
High School Sites (2)	$ 107,000,000

Additional Educational Facilities as approved by 2012 Amendment and as shown on Map A-6

Phase VII Amended Facilities (Educational)

Allen Elementary School (15.263 Acres)	$13,000,000
Corbell Elementary School (9.174 Acres)	$12,000,000
Phillips Elementary School (12.52 Acres)	$12,500,000
Purefoy Elementary School (8.754 Acres)	$12,000,000
Stafford Middle School (21.4 Acres)	$23,000,000
Liberty High School (66.325 Acres)	$65,000,000
Roach Middle School (24.799 Acres)	$23,000,000
Vandeventer Middle School (20 Acres)	$24,000,000
Elementary School-Independence (30.738)	$13,000,000
Middle School-Independence (included with elem. school)	$25,000,000
High School #7-Independence (87.909 Acres)	$75,000,000
Total Educational Facilities Project Construction and Acquisition Costs	$ 664,000,000

3. An economic feasibility study.

An economic feasibility analysis was completed and is included as Attachment 2. This analysis takes a more aggressive approach to the projected growth in the CAV within the FTIRZ than does item 8 below. This is due to the fact that all indicators point to acceleration in development in the region and specifically within the tax revenue generating portion of the FTIRZ. A less aggressive schedule was used in item 8 below in order to be as conservative as possible and project a worst case scenario when evaluating the debt payment requirements for the FTIRZ.

A review of the economic feasibility study was performed at the time Amendments #1 and #2 were approved. The original economic feasibility study shows that there is excess capacity within the Educational Account which will support additional projects. In addition, the actual Captured Assessed Value for the FTIRZ is outperforming the assumed Captured Assessed Value used in the Economic Feasibility study. Finally, the original Economic Feasibility study assumed a 25% City tax abatement for the real property owned by General Growth Properties. This agreement was amended and that tax abatement was replaced by a Section 380 Sales Tax Grant, allowing the City to contribute to the Tax Increment Fund at a full 100%. This Section 380 Sales Tax Grant is now paid in full. In addition, several of the proposed Phase II Projects have been funded through City of Frisco General Fund and G.O. bond fund money.

4. The estimated amount of bonded indebtedness to be incurred.

The total principal amount issued for the project construction and acquisition costs in Phase I is $7,710,700 with an additional estimated $714,300 in issuance costs and capitalized interest. The total indebtedness for Phase I is $8,425,000.

The total estimated principal amount to be issued for the project construction and acquisition costs in Phase II is $19,500,000 with an additional estimated $1,000,000 in issuance costs, including capitalized interest. The total indebtedness for Phase II is estimated at $20,500,000. This debt has not been issued.

The total estimated principal amount to be issued for the project construction and acquisition costs in Phase III is $67,000,000 with an additional estimated $1,000,000 in issuance costs and capitalized interest. The total indebtedness for Phase III is $68,000,000.

The total estimated principal amount to be issued for the project construction and acquisition costs in Phase IV is $73,000,000 with an additional estimated $1,000,000 in issuance costs and capitalized interest. The total indebtedness for Phase IV is estimated at $74,000,000.

The total estimated principal amount to be issued for the project construction and acquisition costs in Phase V is $58,500,000 with an additional estimated $1,000,000 in issuance costs and capitalized interest. The total indebtedness for Phase V is estimated at $59,500,000.

There is no debt issuance proposed for Phase VI.

The total estimated principal amount issued for the project construction and acquisition costs in Phase VII is $12,500,000 which included issuance costs. The signage will be paid from cash reserves. The Educational Facilities are funded with other financing instruments.

5. The time when related costs or monetary obligations are to be incurred.

The City issued in May of 1997 Certificates of Obligations for the Phase I projects in the amount described in Item 4 above. Phase II and Educational Facilities costs requiring monetary obligations will begin as described in sections 2 and 3 above and in Attachment 2 herein.

Phase III Projects were funded from a debt obligation of the City issued in 2001 in the amount described in Item 4 above. Phase IV Projects were funded from a debt obligation of the City issued in 2003 in the amount described in Item 4 above. Phase V Projects were partially funded from a debt obligation of the City issued in February 2008 and an additional sale in November 2009.

Phase VI Projects in the amounts described above will be paid from cash reserves in the FTIRZ and other funding sources.

Phase VII Projects were partially funded from a debt obligation of the City issued in 2008 in the amount described in Item 4 above.

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from property taxes of each taxing unit on real property in the FTIRZ.

All project construction and acquisition costs for Phases I, III, IV, V and VII for which the FTIRZ will be responsible for funding will be financed through the issuance of Certificates of Obligation by the City. In order to take advantage of lower borrowing costs, the Certificates of Obligation will be secured by a general ad-valorem pledge of the City, and may be additionally secured by other revenue sources of the City, including

FTIRZ revenues. FTIRZ revenues are to be used and are dedicated and pledged to pay the Certificates of Obligation as project costs of the FTIRZ.

Phase II and Educational Facilities will be funded with the issuance of tax increment revenue bonds or other debt instruments. If applicable law in effect at the time of such funding permits the costs of such projects may be paid from the FTIRZ fund.

Phase VI projects will be paid with FTIRZ cash reserves and other contributions from the Frisco Community Development Corporation, the Frisco Hotel/Motel Fund and our partners, which include the Museum of the American Railroad and other private developers.

The project costs described above, as well as any debt service on obligations issued to fund said costs, including any debt issued to refund said obligations, shall be project costs of the zone. These costs will be paid by revenues derived from real property taxes captured by the FTIRZ. The City of Frisco, the Collin County Community College District and the Frisco independent School District are all participating at 100% in the FTIRZ. Collin County's participation in the FTIRZ was at 50% until 2007, when by agreement it was increased to a maximum of 80%, adjusted annually to pay for an amount equal to the amount necessary to fund the annual debt service payments for $20,000,000.

Phase VII projects, including any debt issued, will be paid with FTIRZ revenues from the City and the FISD.

7. The current total appraised value of the taxable real property in the FTIRZ.

The total appraised value of the taxable property in the FTIRZ in 1997, at the time of its creation was $16,126,133.

At the time of the 2012 Amendment, the captured value of real property in the FTIRZ was $907,471,729. The FTIRZ did see a decrease in value in 2010; however the 2011 assessed value is showing a small increase.

8. The estimated captured appraised value of the FTIRZ during each year of its existence.

A less aggressive schedule was used in this item than in item 3 above in order to be as conservative as possible and project a worst case scenario when evaluating the debt load for the City and the FTIRZ. The original assessed value of the FTIRZ assumed an annual growth in the appraised value of 2%. This was less than the historic annual growth of 3% in assessed values for malls in Collin County since 1991 and far less than the 8.7% this area had seen in added property value in the last few years prior to creation of the FTIRZ. Under this scenario the estimated captured appraised value of the improvements in the FTIRZ per year is listed below. The actual captured value far exceeds the original estimates of the total appraised value. The revenue generating portion of the FTIRZ is almost built out. There is on-going construction and a small amount of vacant land remaining.

Year	Original Estimated Appraised Value	Actual Captured Value
1998	50,000,000	8,810,822
1999	100,000,000	59,810,642
2000	137,500,000	205,329,418
2001	150,000,000	352,548,590
2002	150,000,000	479,407,767
2003	152,000,000	529,353,085
2004	155,040,000	579,993,614
2005	158,140,800	634,973,261
2006	161,303,616	718,969,683
2007	164,529,688	830,866,416
2008	167,820,282	939,239,425
2009	171,176,688	968,278,962
2010	174,600,221	900,065,473
2011	178,092,226	907,471,729
2012	181,654,070	
2013	185,287,152	
2014	188,992,895	
2015	192,772,753	
2016	196,628,208	
2017	200,560,772	
2018	204,571,987	
2019	208,663,427	
2020	212,836,696	
2021	217,093,430	
2022	221,435,298	
2023	225,864,004	
2024	230,381,284	
2025	234,988,910	
2026	239,688,688	
2027	244,482,462	
2028	249,372,111	
2029	254,359,553	
2030	259,446,744	
2031	264,635,679	
2032	269,928,393	
2033	275,326,961	
2034	280,833,500	
2035	286,450,170	
2036	292,179,173	
2037	298,022,757	
2038	303,983,212	

9. The duration of the FTIRZ.

The FTIRZ was created on February 19, 1997. The termination of the FTIRZ is set as either December 31, 2038, or the date when all project costs are paid and all debt is retired, whichever comes first.

EXHIBIT "A"

City of Frisco
Collin County
Texas

Tax Increment Reinvestment Zone
Property Description and Acreage

TRACT LABEL	DESCRIPTION OF PROPERTY	AREA (ACRES)	
A	Gaylord Property\General Growth (Mall Site, etc.)	±718.0067	
B	High School Area on Parkwood Blvd.	±66.8820	
C	City Park on Parkwood Blvd.	Combined w/ Above	
D	City Park on Hillcrest Road	±3.7	
E	School Site on Hillcrest/Preston Vineyard Drive	±9.542	
F	North Dallas Toll Road SH121 North to FM720	±167.79	
}			{36.16}
G	North Dallas Toll Road FM720 North to US380	±183.61	
H	FM720 (Main Street, etc.) SH289 West to Toll Road	±22.66	
I	SH289 (Preston Road) SH121 North to FM 720	±77.25	
J	Lebanon Road - 400 feet East of SH289 West to crossing SH289 to Toll Road	±9.047	
			{7.123}
K(a)	Combination of 5th and Parkwood to FM720 Northern Portion	±3.31	
K(b)	Parkwood Blvd.-Intersect with S. 5th St. to Lebanon Rd.-Center Portion SH121 North to FM720	±17.99	
K□	Parkwood Blvd.-From Lebanon Rd. to Opubco Property Line-Southern Portion Outside Opubco {Entire Tract to be added once annexed}	±{12.854}	
L	Collin County Community College Area on Wade Blvd.	±111.643	
M	Wade Blvd. SH289 East to College Parkway	±9.52	
N	Warren Parkway - SH289 to Ohio Drive/ Ohio Drive - Warren Parkway to SH121	±11.70	
O	SH121 - North Dallas Toll Road to SH289	±10.15	
	Total Acreage in TIRZ:	**±1,203.03**	

EXHIBIT "A-2"

City of Frisco
Collin County
Texas

Additional Tax Increment Reinvestment Zone
Property Description and Acreage
All Tract Numbers Refer to Map A-1

TRACT LABEL	DESCRIPTION OF PROPERTY	
E6	Administrative Building, Phase II, 6942 Maple Road	±72.677
E8	Middle School at King's Ridge Road	±30.606
E9	High School at Coit and Rolater Road	±76.477
E10	High School at ElDorado Parkway	±60.545
F7	County Road from (Administration Bldg.) 6942 Maple Road to FM 720	±2.374
F9	Spur 33 Road from Preston Road to King's Ridge Road	±6.829
F10	Coit Road from School at Rolater Road to FM 720, FM 720 from Coit Road to King's Ridge Road, King's Ridge Road from School at King's Ridge Road to FM 720	±44.811
F11	Coit Road from FM 720 to ElDorado Parkway and ElDorado Parkway from Coit Road to High School at ElDorado Parkway	±11.407
	Total Acreage in Amendment	**±305.699**

EXHIBIT "A-3"

City of Frisco
Collin County Texas and Denton County Texas

Additional Tax Increment Reinvestment Zone
Property Description and Acreage
All Tract Numbers Refer to Map A-3

TRACT LABEL	DESCRIPTION OF PROPERTY	AREA (ACRES)
P1	Frisco Soccer Complex Site	±123.712
R1	ROW of Teel Road from Lebanon Road to Stewart Creek Road	±8.713
R2	ROW of Stewart Creek Road from Teel Road to Midnight Moon Drive	±3.196
R3	ROW of Trails Parkway from Main Street to Old Orchard Road and the ROW of Old Orchard Road from Trails Parkway to La Mesa Drive	±3.792
R4	ROW of Twin Falls Drive from Main Street to High Shoals Drive and ROW of Idlewild Drive west of Twin Falls Drive	±7.231
R5	ROW of El Dorado Parkway from Dallas Parkway to North Ridge Drive	±29.901
R7	ROW of Main Street from Dallas Parkway to Twin Falls Drive	±34.281
R8	ROW of Lebanon Road from Dallas Parkway to Teel Road	±41.898
R9	ROW of High Shoals Drive to Palisades Drive	±1.860
R10	ROW of Grayhawk Boulevard from Main to Swan Lake Drive; ROW of Swan Lake Drive from Grayhawk Boulevard to East Talon Drive; ROW of Spirit Falls Drive from East Talon Drive to Roadster Drive.	±5.075
E1	Griffin Middle School Site - 3703 El Dorado Parkway	±41.429
E2	Pioneer Heritage Middle School Site - 1649 High Shoals Drive	±23.990
E3	Middle School/High School Site Stewart Creek Road and 4th Army Memorial Road	±25.378
E4	Fisher Elementary – 2500 Old Orchard Drive	±10.000
E5	Sparks Elementary – 8500 Wade Blvd	±8.000
E6	Elementary School Site – Lone Star Ranch	±8.000
E7	Boals Elementary School Site	±8.801
E8	High School Site – Dallas Parkway and Legacy Drive	±102.989
	Total Acreage in Amendment	**±488.246**

EXHIBIT "A-4"

City of Frisco
Collin County Texas

Proposed Additional Tax Increment Reinvestment Zone
Property Description and Acreage
All Tract Numbers Refer to Map A-4

TRACT LABEL	DESCRIPTION OF PROPERTY	AREA (ACRES)
P1	Northwest corner-Main Street and BNSF (Grain silos)	±2.170
P2	6410 Main Street (grain silos)	±0.458
P3	8940 John W Elliot (metal building and white brick building)	±1.5713
P4	Southwest corner of Main Street and the BNSF railway crossing (Greensmith)	±1.5277
P5	Northwest corner-old Main Street and John W Elliot	±0.8116
P7	8760 John W Elliott (red brick building)	±0.124
P8	8721 Railroad Ave. and 8741 Railroad Ave.	±0.45
P9	8554 Railroad Ave.	±1.692
P10	Property along the BNSF railroad	±5.46
P11	Moore Street (Senior Center location)	±3.636
P12	Parcel east of Beal Aerospace building	±12.346
P13	Frisco City Hall/Library site	±5.426
P14	Old Library location	±1.3537
P15	Frisco Square Plaza	±1.6799
R2	ROW – Frisco Square Blvd. (Library to John W Elliott)	±1.2420
R3	ROW – Page Street (Library to John W Elliott)	±0.6480
R4	ROW – Roadways within FSMD (Coleman, Frisco Square Blvd., Page, Church Library, Burnham, Moore, Gordon, Clarkson, Goodhue, Cotton Gin Road, Short	±16.2389
R5	ROW – Main Street/John W Elliot (Mahard Feed Mill)	±0.0735
	Total Acreage in Amendment	**±56.9086**

EXHIBIT "A-5"

City of Frisco
Collin County Texas

Proposed Additional Tax Increment Reinvestment Zone
Property Description and Acreage
All Tract Numbers Refer to Map A-5

TRACT LABEL	DESCRIPTION OF PROPERTY	AREA (ACRES)
P1	O'Neal Tract 1	±0.260
P2	O'Neal Tract 2	±0.177
P3	O'Neal Tract 3	±0.224
P4	O'Neal Tract 4	±0.103
P5	John W Elliott Dr – Block 101	±1.4722
	Total Acreage in Amendment	±2.2362
Total Acreage After Additional {Annexation}:		**±2,056.1198**

EXHIBIT "A-6"

City of Frisco
Collin County Texas and Denton County Texas

Additional Tax Increment Reinvestment Zone
Property Description and Acreage
All Tract Numbers Refer to Map A-6

TRACT LABEL	DESCRIPTION OF PROPERTY	AREA (ACRES)
P1	Fieldhouse USA Site	±10.554
R1	ROW of Teel Parkway from Stafford Middle School to Main Street and ROW of Panther Creek Parkway from Teel Parkway to Adeline Drive	±40.089
R2	ROW of The Trails Parkway from Teel Parkway to Crockett Drive and ROW of Smotherman Road from The Trails Parkway to Corbell Elementary	±8.231
R3	ROW of Legacy Drive from Main Street to Allen Elementary	±30.527
R4	ROW of John W. Elliott Drive from Main Street to Sports Village Road and ROW of Technology Drive from John W. Elliott Drive to Frisco Street	±6.386
R5	ROW of Independence Parkway from Lebanon Road to Northern City Limit and ROW of Eldorado Parkway from Independence Parkway to Heritage High School	±42.404
R6	ROW of Rolater Road from Independence Parkway to Liberty High School	±2.843
E1	Stafford Middle School Site – 2288 Little River Drive	±21.400
E2	Phillips Elementary School Site – 2285 Little River Drive	±12.520
E3	Purefoy Elementary School Site – 11880 Teel Parkway	±8.754
E4	Corbell Elementary School Site – 11095 Monarch Drive	±9.174
E5	Allen Elementary School Site – 5800 Legacy Drive	±15.263
E6	Roach Middle School Site – 12499 Independence Parkway	±24.799
E7	High School #7 Site – Independence Parkway, North of Main Street	±87.909
E8	Elementary School/Middle School Site - Independence Pkwy, North of Main Street	±30.738
E9	Liberty High School Site – 15250 Rolater Road	±66.325
E10	Vandeventer Middle School Site – 6075 Independence Pkwy	±20.000
	Total Acreage in Amendment	**±437.916**
	Total Acreage in TIRZ#1 after amendment	**±2,494.04**

Attachment I
Frisco Tax Increment Refinancing Zone #1
Detail of Debt Obligations Outstanding

Phase I		
1997	City of Frisco Certificates of Obligations (Tax exempt)	Refunded
1997	City of Frisco Certificates of Obligations (Taxable)	$ 960,000
Phase III		
2001A	City of Frisco Certificates of Obligations (Tax exempt)	Refunded
2001B	City of Frisco Certificates of Obligations (Taxable)	$16,354,964
Phase IV		
2003A	City of Frisco Certificates of Obligations (Tax exempt)	$ 4,035,000
2003B	City of Frisco Certificates of Obligations (Taxable)	$ 9,925,000
2005	City of Frisco General Obligation Refunding Bonds (Tax exempt)	$ 3,344,905
2007	City of Frisco General Obligation Refunding Bonds (Tax exempt)	$21,500,000
Phase V		
2008A	City of Frisco Certificates of Obligations (Tax exempt)	$27,475,000
2008B	City of Frisco Certificates of Obligations (Taxable)	$20,235,000
2009	City of Frisco Certificates of Obligations (Tax exempt)	$ 3,810,000
2009	City of Frisco General Obligation Refunding Bonds (Tax exempt)	$ 1,230,000
2011	City of Frisco General Obligation Refunding Bonds (Tax exempt)	$29,425,000

Note: Debt obligations continue through 2033. These obligations are paid through a combination of FTIRZ revenues and lease payments.

AGENDA ITEM #31.

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: **February 2, 2012**

Agenda Caption: Consider and Act Upon Adoption of an Ordinance Authorizing the Issuance of the City's General Obligation Refunding and Improvement Bonds, Series 2012; Establishing Procedures for the Sale and Delivery of the Bonds; Providing an Effective Date; and Enacting Other Provisions Relating to the Subject.

Action Requested: Consideration and approval of an Ordinance authorizing the issuance of General Obligation refunding bonds.

Background Information: The City did a large refunding last summer. Current market conditions are still very favorable for refunding some of our taxable bond issues. We have been working with our financial advisors and bond attorney to identify which of our taxable bond issues we could refund as we will have to amend some of our lease agreements with our partners as a result of any refunding. The City's Financial Advisor, David Medanich from First Southwest, has provided information concerning the current market situation and is advising the City that there may be substantial savings if we move forward with refunding various debt issues. We are asking the Council to approve an Ordinance that allows First Southwest to monitor the market and as soon as the market conditions provide the greatest savings they can move forward with the issuance. The ordinance provides authority for the City Manager to execute the documents if certain parameters are met. First Southwest Co. will do a negotiated sale. If the parameters are not met by August 7, 2012, the authority to issue the bonds expires. We anticipate the refunding and sale will occur in the next few weeks.

Alternatives: City Council could choose not to move forward at this time with a bond refunding.

Financial Considerations: The current recommendation is to refund both tax-exempt and taxable bond series. The Tax-Exempt parameters include a present value savings of not less than 5.0% and the true interest cost of the new bonds shall

not exceed 3.0%. The Taxable bond parameters include a present value savings of not less than 7.5% and a true interest cost not to exceed 4.0%. The total aggregate principal amount of the bonds issued shall not exceed $66,100,000.

Legal Review: City Bond Counsel has prepared the ordinance.

Supporting Documents: Ordinance.

Staff Recommendation: Staff supports approval of the ordinance.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF FRISCO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; PROVIDING FOR THE SECURITY AND PAYMENT OF SAID BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF COLLIN AND DENTON §
CITY OF FRISCO §

WHEREAS, there are presently the outstanding obligations of the City of Frisco, Texas (the "Issuer") described in Schedule I attached hereto, collectively, the "Eligible Refunded Obligations";

WHEREAS, a portion of the Eligible Refunded Obligations (the Series 2004 Certificates of Obligation and the Series 2004 Bonds) were issued as obligations the interest on which is exempt from federal income tax in accordance with the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, and the rules and regulations promulgated in connection therewith (the "Tax-Exempt Refunded Obligations"), and a portion of the Eligible Refunded Obligations (the Series 2001B Certificates of Obligation and the Series 2003B Certificates of Obligation) were issued as obligations the interest on which is not exempt from federal income tax (the "Taxable Refunded Obligations");

WHEREAS, the Issuer now desires to refund all or part of the Eligible Refunded Obligations, and those Eligible Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, this City Council hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to restructure debt service payments and to achieve a present value debt service savings of at least 5.00% with respect to the Tax-Exempt Refunded Obligations, and to achieve a present value debt service savings of at least 7.50% with respect to the Taxable Refunded Obligations, with such savings, among other information and terms, to be included in a pricing certificate (a "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation;

WHEREAS, the Bonds hereinafter authorized to be issued are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Tex. Gov't Code Ann. Chapters 1207 and ch. 1371, as amended;

WHEREAS, a portion of the Bonds may be issued as obligations the interest on which is exempt from federal income tax in accordance with the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, and the rules and regulations promulgated in connection therewith (the "Tax-Exempt Bonds"), and a portion of the Bonds may be issued as obligations the interest on which is not exempt from federal income tax (the "Taxable Bonds"); and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The bonds of the City of Frisco, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount not to exceed $66,100,000, in one or more series, for (a) refunding certain outstanding obligations of the Issuer; and (b) paying costs of issuance of the Bonds (collectively, the "Projects").

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF FRISCO, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2012," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate for such series of Bonds.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the City Manager and the Assistant City Manager - Chief Financial Officer of the Issuer (the "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, whether the Bonds shall be sold in one or more series and the date of sale and delivery of each such series, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold and whether the Bonds shall be sold and delivered in one or more series, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate principal amount of the Bonds issued to refund the Refunded Obligations shall not exceed $66,100,000;

(ii) the refunding of the Tax-Exempt Refunded Obligations must produce a present value savings of not less than 5.00%, net of any issuer contribution;

(iii) the true interest cost of the Bonds issued to refund the Tax-Exempt Refunded Obligations shall not exceed 3.00% per annum; provided that the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the final maturity of the Bonds issued to refund the Tax-Exempt Refunded Obligations shall not be later than February 15, 2024;

(v) the refunding of the Taxable Refunded Obligations must produce a present value savings of not less than 7.50%, net of any issuer contribution;

(vi) the true interest cost of the Bonds issued to refund the Taxable Refunded Obligations shall not exceed 4.00% per annum; provided that the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(vii) the final maturity of the Bonds issued to refund the Taxable Refunded Obligations shall not be later than February 15, 2025; and

(viii) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to August 7, 2012.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) In recognition that a portion of the Bonds may have to be issued as Taxable Bonds with respect to certain of the refunded obligations, and in order for the City to issue Tax-Exempt Bonds, at a lower interest and comply with Section 9 hereof, the Bonds may be issued as Tax-Exempt Bonds or Taxable Bonds, or a combination thereof, as set forth in the Pricing Certificate.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at

least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 50 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered

Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF FRISCO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2012

INTEREST RATE	DATE OF BONDS	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Frisco, in Collin and Denton Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, ____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this

Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of providing funds for street, road and drainage improvements, refunding certain

outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: _____, ____		Term Bond Maturity: _____, ____	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
_____, ____	$_____	_____, ____	$_____
_____, ____	_____	_____, ____	_____
_____, ____	_____	_____, ____	_____
_____, ____(maturity)	_____	_____, ____ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any

defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been

levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF FRISCO, TEXAS, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in

each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this section, if lawfully available moneys of the Issuer are on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and

perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a

state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this , in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar,

and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer and each of the Pricing Officers is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of each series of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of

5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with –

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Tax-Exempt Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Issuer that

the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Tax-Exempt Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Tax-Exempt Bonds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (2) the date the Tax-Exempt Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Tax-Exempt Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Adoption of Written Procedures Relating to Continuing Compliance with Federal Tax Covenants. The Issuer hereby adopts the Written Procedures Relating to Continuing Compliance with Federal Tax Covenants set forth in Exhibit B to this Ordinance with respect to the Tax-Exempt Bonds and any other tax-exempt obligations hereafter issued by the Issuer.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 3 and pursuant to the terms and provisions of a bond purchase agreement (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of such Bonds shall be designated. The Bonds shall initially be registered in the name set forth in the Pricing Certificate for such series of Bonds.

(b) The Mayor and City Secretary are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of each series of the Bonds by the Underwriters for such Bonds, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for each series of the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and such Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of such Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, as provided in the Pricing Certificate. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in <the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide unaudited financial statements by the required time, and shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Bondholders;

3. Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

6. Appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any

of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes; and

9. Bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM

ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed

amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or either of the Pricing Officers are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow or similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Obligations identified in such escrow agreement. In addition, the Mayor or the Pricing Officer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued Notice of Redemption of the Refunded Obligations in substantially the form set forth in Exhibit A attached hereto, completed with information from the Pricing Certificate, to the paying agents for the Refunded Obligations.

(b) In addition, the paying agents for the Refunded Obligations are hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of Refunded Obligations and are hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agents therefor, and shall not bear interest after the date fixed for redemption.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the ordinance of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Bond Ordinance"). The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Ordinance, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent pursuant to the Escrow Agreement approved in Section 16 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Certificate) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 6TH day of February, 2012.

ATTEST:

_____
Mayor, City of Frisco, Texas

_____
City Secretary, City of Frisco, Texas

[CITY SEAL]

APPROVED AS TO FORM:

_____
McCall, Parkhurst & Horton L.L.P.
Leroy Grawunder, Jr.

SCHEDULE I

Schedule of Eligible Refunded Obligations

Combination Tax and Revenue Certificates of Obligation, Series 2001B, maturities February 15, 2013, through February 15, 2016, February 15, 2021, and February 15, 2025, in the aggregate principal amount of $18,970,000 ("Series 2001B Certificates of Obligation").

Combination Tax and Revenue Certificates of Obligation, Series 2003B, maturities February 15, 2014, February 15, 2018, and February 15, 2023, in the aggregate principal amount of $9,685,000 ("Series 2003B Certificates of Obligation").

Combination Tax and Revenue Certificates of Obligation, Series 2004, maturities February 15, 2015, through February 15, 2024, in the aggregate principal amount of $19,735,000 ("Series 2004 Certificates of Obligation").

General Obligation Refunding and Improvement Bonds, Series 2004, maturities February 15, 2015, through February 15, 2024, in the aggregate principal amount of $16,330,000 ("Series 2004 Bonds").

EXHIBIT A

NOTICE OF REDEMPTION

CITY OF FRISCO, TEXAS
CUSIP Prefix No. _____

NOTICE IS HEREBY GIVEN that the City of Frisco, Texas has called for redemption the outstanding Bonds of the City described as follows (collectively, the "Refunded Obligations"):

City of Frisco, Texas,_____ Series _____, dated _____, maturing on _____, in the aggregate principal amount of $_____ (the "Series _____ Refunded Obligations"), to the call date of the Series _____ Refunded Obligations so called for redemption at The Bank of New York Mellon Trust Company, N.A. Call date: _____.

Maturity Date	Original Principal Amount	Principal Amount to be Redeemed	CUSIP Suffix

On _____, interest on the Series _____ Refunded Obligations shall cease to accrue and be payable.

THE REFUNDED OBLIGATIONS shall be redeemed at _____, as the Paying Agent/Registrar for said Refunded Obligations. Upon presentation of the Refunded Obligations at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date.

NOTICE IS GIVEN that due and proper arrangements have been made for providing the place of payment of said Refunded Obligations called for redemption with funds sufficient to pay the principal amount of said Refunded Obligations and the interest thereon to the redemption date. In the event said Refunded Obligations, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

UNDER THE PROVISIONS of Section 3406 of the Internal Revenue Code of 1986, as amended paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers (via form W-9) when presenting the Refunded Obligations for payment.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Refunded Obligations and in accordance with the recitals and provisions of said Refunded Obligations.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to either of the following addresses:

CITY OF FRISCO, TEXAS

EXHIBIT B

WRITTEN PROCEDURES
FOR FEDERAL TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the order, ordinance or resolution (the "Authorizing Document") authorizing the issuance and sale of any tax-exempt debt such as the Bonds (the "Obligations"), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of such Obligations.

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Issuer's Assistant City Manager - Chief Financial Officer (such officer, together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Responsible Person will:

1. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations must be entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence to completion;

2. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

3. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years from the Issue Date; and

4. To the extent that there are any unspent proceeds of the Obligations at the time the Obligations are refunded, or if there are unspent proceeds of the Obligations that are being refunded by a new issuance of Obligations, the Responsible Person shall continue monitoring the expenditure of such unspent proceeds to ensure compliance with federal tax law with respect to both the refunded Obligations and any Obligations being issued for refunding purposes.

Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

Procedures applicable to Escrow Accounts for Refunding Obligations. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

1. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

2. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

3. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

Procedures applicable to all Tax-Exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

1. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the Project;

2. Ensure that the applicable information return (e.g., U.S. Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;

3. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Internal Revenue Code of 1986, as amended, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired;

4. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and

5. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Person will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the Project financed or refinanced with the proceeds of the Obligations does not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Person will:

1. Develop procedures or a "tracking system" to identify all property financed with Obligations;

2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public:

(i) has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the Project;

(ii) has a right to use the output of the Project (e.g., water, gas, electricity); or

(iii) has a right to use the Project to conduct or to direct the conduct of research;

4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the Project or any other contractual right granting an intangible benefit;

5. Monitor and record whether, at any time the Obligations are outstanding, the Project, or any portion thereof, is sold or otherwise disposed of; and

6. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Authorizing Document related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the Project financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of Obligations, such records shall be maintained until the three (3) years after the refunding Obligations mature or are otherwise paid off. Such records can be maintained in paper or electronic format.

D. Responsible Person. A Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking approval of the governing body to engage or utilize existing advisors and agents for such purposes.

AGENDA ITEM #32.

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: **2/07/2012**

Agenda Caption: Consider and act on the resignation of the CVB Place 4 At-Large position held by April Berg and appointment to fill the unexpired term.

Action Requested: Accept the resignation of April Berg and consider appointment to fill the position of the unexpired term.

Background Information: April Berg was appointed to the CVB Place 4 position with a 2 year term beginning October 01, 2010 and expiring September 30, 2012. Ms. Berg submitted her resignation on January 7, 2012 because she now resides in Plano.

Mr. Keith Britton currently holds the Place 11 position as Ex-Officio At-Large and has expressed interest in filling Ms. Berg's unexpired term. Vice Chair of the CVB, Gordon Barr, has spoken on behalf of the board and supports Mr. Britton to fill the At- Large position.

Alternatives: Council can accept Ms. Berg's resignation since she no longer lives in Frisco. Council can appoint Mr. Britton to the Place 4 At-Large position, choose another candidate, or table until a future meeting.

Supporting Documents:

- Letter of resignation from April Berg.
- Letter of recommendation for Keith Britton

Staff Recommendation: Accept Ms. Berg's resignation and appoint Mr. Britton to the unexpired term.

Jenny Page

From: Marla Roe
Sent: Tuesday, January 10, 2012 3:39 PM
To: Jenny Page; Henry Hill
Subject: FW: Board resignation

One of my current board members, Keith Britton, is interested in being appointed into this At Large position, he is currently Ex Officio. Please advise if he would still have to go through the whole process? And, does he have to resign the ex officio to apply for voting At Large spot? Thx.

Marla Roe, CTA, Executive Director
Frisco Convention & Visitors Bureau
7601 Gaylord Parkway, Ste 100, Frisco TX 75034
Direct 972-292-5252 fax 972-292-5251 877-GoFrisco (463-7472)
www.visitfrisco.com



From: April Cook [mailto:april.berg@ikea.com]
Sent: Saturday, January 07, 2012 10:00 AM
To: Marla Roe
Subject: Board resignation

Hello Marla- Please take this letter to serve as my resignation from the Frisco CVB board of directors. I recently married and my husband's home is in Plano, which conflicts with board membership requirements.

It would be wonderful if I could continue to receive any resident data for the city of Frisco, as it has been very helpful in determining the best way to market to this area. I am happy to represent IKEA in any future initiatives, so please continue to include me on any local opportunities where IKEA could be a support to the city. The time I spent on the board has been very enlightening, and a wonderful opportunity to interact with local businesses.

I wish the board the best of luck and hope we can continue to work together in the future.

April Berg Cook
Marketing and Public Relations Manager
IKEA Dallas
7171 IKEA Drive
Frisco, TX 75034
ph: 972-712-5591 x1336
fax: 972-712-6796
www.IKEA-USA.com

This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise April Berg immediately at 972-712-5591 or return it promptly by mail.

Cc: Jenny Page
Subject: RE: CVB Board Position

Just one correction, Keith would need to be moved FROM Ex Officio TO At large, if that is the wish of council, then that would open up an Ex Officio where we can recruit from companies Gordon has listed. Thanks.

Marla Roe, CTA, Executive Director
Frisco Convention & Visitors Bureau
7601 Gaylord Parkway, Ste 100, Frisco TX 75034
Direct 972-292-5252 fax 972-292-5251 877-GoFrisco (463-7472)
www.visitfrisco.com



From: Gordon Barr [mailto:gbarr@portpromotions.com]
Sent: Tuesday, January 17, 2012 3:32 PM
To: 'Maher Maso'
Cc: Jenny Page; Marla Roe
Subject: CVB Board Position

Maher

I just wanted to provide some input for the CVB position that is being discussed voted on today.

- Keith is interested in and would be a good person to assume the position that is being vacated by April Berg from IKEA because she is moving out of Frisco. The Officers of the CVB Board would support that move
- If Keith moved into this position we would then have an at Large position to fill. We were going to try and encourage someone JC Penny, Doctor P , or another major employer in the area to get involved and apply , having a slot that did not require them to be a resident would make the search a little easier

Sorry for the late email

Gordon Barr
Vice Chair CVB

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