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

5:00 PM

TUESDAY, MAY 01, 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. Receipt of legal advice related to U.S. Department of Justice communication regarding preclearance of election practices.

   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 551.087. 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. Motorcycle Safety and Awareness Month

REPORTS

5. Recognition of 2011-2012 Texas PTA – State Level – FISD Reflections Award Winners

6. Financial Services Monthly Budget Status Report for March 2012

7. Library report on usage and programming activities

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

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

10. FEDC Report on Economic Development Projects

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

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

CONSENT AGENDA

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

12. Consider and act upon adoption of a Resolution authorizing the City Manager to execute agreements for Individual Permit (SWF-2007-00281) mitigation by and between the City of Frisco and Trinity River Mitigation Bank and Bunker Sands Mitigation Bank for the construction of the Stonebrook Parkway Phase II. (Engineering/DLC)

13. Consider and act upon award of bid to McMahon Contracting L.P. and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the John Hickman Parkway Improvements (West of Preston Road to Ohio Drive) (Bid No. 1203-046) and authorizing construction phase contingencies. (Engineering/TF)

14. Consider and act upon a Resolution approving the application to the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grants Program and authorizing the submission of the grant application by the City Manager or his designee. The proposal is for a full time Forensic Computer Technician and equipment. (Police/GW).

15. Review and Accept the Quarterly Investment Report for the period ending March 31, 2012 (Financial Services/AC)

16. Consider and Act Upon a Resolution Authorizing the City Manager or His Designee to Execute an Extension of the Agreement with Collin County for Lease Space in the George A. Purefoy Municipal Center. (CMO/NL)

17. Consider and act upon approval of a purchase order to Brazos Technology Corp. for the purchase of seven (7) additional MC75 ticket writers. (Courts/TJ)

18. Consider and Act upon on approval of an agreement by and between Janice Hart Melito and the City of Frisco for Fire Station #7 Public Art for artist's services to create a work of Public Art for Fire Station #7. (Public Art/TJ)

19. Consider and Act Upon a Resolution Approving a Chapter 380 Economic Development Program Agreement with Sales Center Development Concepts VII, LLC and Authorizing the City Manager to Execute the Agreement. (CMO)

20. Consider and act upon items necessary for the May 12, 2012 General Election. (CSO/JP)

    A. Consider and act upon a Resolution authorizing the City Manager to execute a Letter of Agreement with Heritage Lakes Amenities Center for the May 12, 2012 General Election.

    B. Consider and act upon a Resolution authorizing the City Manager to

execute a Letter of Agreement with Frisco Lakes Amenities Center for the May 12, 2012 General Election.

C. Consider and act upon a Resolution authorizing the City Manager to execute an Agreement with the Denton County Elections Administrator for election services in the May 12, 2012 General Election.

21. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the City Council to Development Services, pursuant to Subsection 6.19 of the Zoning Ordinance and/or Section 4.02 of the Subdivision Ordinance, regarding action taken by the Planning 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.)

22. Consider and act upon adoption of six Ordinances to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries, amend the zoning exhibit and the development standards. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Neighborhood #06. Zoning Case No. Z11-0018. (Development Services/JE)

23. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Convenience Store with Gas Pumps on 2.1± acres on the northeast corner of Eldorado Parkway and Dallas Parkway. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. Case No. SUP11-0008 (Development Services/JE)

24. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Car Wash on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. Case No. SUP12-0003 (Development Services/JE)

REGULAR AGENDA

25. Public Hearing: Annexation Case A12-0003. A proposed voluntary annexation of 5.0± acres in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas, generally located on the south side of Gloryview Road, 1,300± feet east of Teel Parkway. Neighborhood #52. (Development Services/MW)

26. Public Hearing: Annexation Case A12-0004. A proposed voluntary annexation of 363.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± feet east of FM 423. Neighborhood #51. (Development Services/MW)

27. Public Hearing: Annexation Case A12-0005. A proposed voluntary annexation of 2,816.04± acres in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas, generally located north of Panther Creek Parkway, south of US Highway 380, between FM 423 and Preston Road. Neighborhood Nos. 3, 48, 51, 52, & 53. (Development Services/MW)

28. Public Hearing: Zoning Case Z12-0003. A request to rezone 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #48. (Development Services/MW)

29. Public Hearing: Z12-0004. A request to rezone 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway, from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #6. (Development Services/SM)

30. Public Hearing: SUP12-0004. A request for a Specific Use Permit for a Church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6. (Development Services/SM)

31. Public Hearing: A request to consider the construction of Wayfield Drive located within City of Frisco Parkland known as Frisco Commons, declaring a portion of the parkland necessary for the construction of the street, and consider and act to direct staff to prepare a Resolution of the same. PP12-0002. (Development Services/RC)

32. Public Hearing: Z11-0020. A request to amend Planned Development-216 to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 410.0± acres on the southwest corner of US Highway 380 and Dallas Parkway. Zoned Agricultural and Planned Development-216. Neighborhood #53. (Development Services/MW) Tabled: 4/3/12 and 4/17/12.

33. Consider and act upon setting dates for the July 2012 City Council meetings and the first regular City Council meeting in August 2012. (MM)

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

35. 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, April 27, 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 #6.

CITY OF FRISCO TEXAS



MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

March 2012

PRESENTED TO COUNCIL May 1, 2012

FINANCIAL SERVICES DEPARTMENT

Staff Report

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

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

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

Date: **April 23, 2012**

Re: **Monthly Report for March 2012**

Financial Report Summary:

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

Comparative Data: The General Fund revenues collected of $59,813,326 represent 71% of the budget. Total expenditures are 44% of the amended budget at $37,599,662.

The Utility Fund revenues collected of $25,822,770 are 49% of the budget. Expenses through March 2012 total $27,993,833. The total percentage of expenses to budget is 55% for FY 2012 compared to 56% for FY 2011.

Stormwater Utility Fee Operating Fund revenues total $685,931 or 42% of the budget year to date with expenses of $439,148 at 3/31/2012.

The Environmental Services Fund revenue collections of $5,097,980 are 50% of the budget, while spending levels reflect 43% of the budget expended.

The Hotel Motel Fund revenues are $1,506,774 or 43% of the budget, which reflects five months of taxes. Expenditures are $2,443,428 or 72% of the budget and include the annual debt service payment made in February.

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

Finance Division:

Volume indicators for the Finance division are provided below:

	March 2012	YTD 2012	March 2011	YTD 2011	YTD % Change
AP checks issued	1,394	7,385	1,318	7,116	3.78%
Payroll checks/vouchers issued	2,851	13,162	1,872	12,854	2.40%

Revenue Collections Division:

The monthly Property Tax Collection Report prepared by the County Tax Collector/Assessor is included in our report.

Utility Billing activity for the month is provided below:

	March 2012	March 2011	YTD % Change
Customers/accounts	41,462	40,013	3.6%
# new meter sets	104	152	-31.6%
# new customers	207	247	-16.2%
# disconnects/month	194	239	-18.8%
# move in/out readings	307	312	-1.6%
# of on-line payments	2,706	3,685	-26.6%
On-line payments	$270,258	$338,697	-20.2%
*% customers paying on-line	6%	9%	N/A
**% payments made on-line	6%	8%	N/A
# of bank draft payments	5,408	4,389	23.2%
Bank draft payments	$484,958	$344,329	40.8%
* Total payments processed were 43,319 and 2,706 were online payments. ** Total payments received were $4,644,824 and $270,258 were online payments.			

Investment Report Summary as of 3/31/2012

Texpool Investment Pool	$ 62,711,567
TexStar Investment Pool	83,291,364
Wells Fargo Choice IV Account	9,839,664
Certificates of Deposit	1,000,000
Investments	96,150,000
Total City Portfolio	$252,992,595
Texpool Yield	0.1150%
TexStar Yield	0.1148%
Wells Fargo Yield	0.2700%
Investment Portfolio Yield	0.4490%

Supporting Documents:

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

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

Staff providing information for this report:

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

Budget Summary for March
Fiscal Year 2012
(Compare to 50%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Gen Fund Rev												
Property Tax	35,685,602	35,685,602	573,448	2%	35,764,733	100%	34,606,994	624,455	2%	33,313,979	96%	7%
Sales Tax	22,758,048	22,758,048	1,713,701	8%	11,970,704	53%	21,852,287	1,436,874	7%	10,626,222	49%	13%
Beverage Tax	436,968	436,968	0	0%	94,715	22%	482,310	0	0%	116,063	24%	-18%
Franchise Tax	7,557,032	7,557,032	0	0%	4,162,483	55%	7,752,003	369	0%	4,142,136	53%	0%
Development Fees	5,342,300	5,402,300	563,118	10%	2,375,775	44%	5,310,839	639,185	12%	2,343,139	44%	1%
Fire & Amb Fees	1,638,064	1,691,793	66,453	4%	786,578	46%	1,977,377	176,386	9%	933,312	47%	-16%
Misc Fees/Charges	1,149,713	1,199,713	93,005	8%	631,218	53%	1,182,736	112,413	10%	540,225	46%	17%
Court Fines	2,464,396	2,464,396	213,895	9%	1,042,519	42%	2,076,088	226,483	11%	1,010,564	49%	3%
Parks & Recreation	4,063,850	4,071,496	290,032	7%	2,209,026	54%	4,224,369	283,820	7%	2,096,686	50%	5%
Library	128,141	128,141	4,273	3%	37,891	30%	145,931	6,866	5%	73,323	50%	-48%
Police Fees	1,093,542	1,102,512	36,788	3%	600,927	55%	1,583,482	72,979	5%	707,280	45%	-15%
Interest	151,500	151,500	9,979	7%	51,018	34%	103,260	11,115	11%	62,891	61%	-19%
Non-departmental	1,008,488	1,033,996	76,575	7%	85,739	8%	1,260,277	635,560	50%	636,241	50%	-87%
Total	83,477,644	83,683,497	3,641,267	4%	59,813,326	71%	82,557,953	4,233,001	5%	56,657,925	69%	6%

Gen Fund Exp												
Administration	3,604,919	3,789,919	406,826	11%	1,667,242	44%	3,486,883	324,633	9%	1,485,114	43%	12%
Financial Services	5,355,885	5,452,062	695,243	13%	2,597,594	48%	5,929,375	474,080	8%	2,797,240	47%	-7%
Police	20,534,423	20,883,956	2,069,368	10%	9,530,999	46%	18,778,228	1,489,834	8%	8,185,065	44%	16%
Fire	20,032,192	20,149,588	2,041,065	10%	8,619,935	43%	18,294,876	1,447,311	8%	7,707,574	42%	12%
Public Works	5,303,259	5,304,610	424,622	8%	2,133,277	40%	4,472,432	378,591	8%	1,980,289	44%	8%
Human Resources	975,505	994,147	77,990	8%	400,998	40%	917,081	93,351	10%	407,074	44%	-1%
Administrative Serv	4,743,722	4,975,961	390,573	8%	2,443,939	49%	4,481,150	272,210	6%	2,319,685	52%	5%
Library	3,455,548	3,586,142	348,609	10%	1,583,135	44%	3,328,304	249,740	8%	1,275,028	38%	24%
IT Serv	1,951,195	1,951,195	283,660	15%	790,930	41%	1,455,630	93,707	6%	558,726	38%	42%
Parks & Recreation	10,249,119	10,256,825	935,381	9%	4,239,698	41%	9,937,780	857,525	9%	4,101,312	41%	3%
Engineering Serv	2,085,432	2,199,555	217,419	10%	829,829	38%	1,769,374	149,095	8%	738,956	42%	12%
Development Serv	5,231,085	5,231,466	520,119	10%	2,429,897	46%	4,786,874	533,852	11%	2,204,067	46%	10%
Non-departmental	-101,209	597,072	27,704	5%	332,189	56%	1,206,076	110,773	9%	247,596	21%	34%
Total	83,421,075	85,372,498	8,438,579	10%	37,599,662	44%	78,844,063	6,474,702	8%	34,007,726	43%	11%
One Time Transfers	0	0	0		0		1,170,202	0	0%	0	0%	NA
Total	83,421,075	85,372,498	8,438,579	10%	37,599,662	44%	80,014,265	6,474,702	8%	34,007,726	43%	11%
Rev-Exp	56,569	(1,689,001)	(4,797,312)		22,213,664		2,543,688	(2,241,701)		22,650,199		

Budget Summary for March
Fiscal Year 2012
(Compare to 50%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Utility Rev												
Water	34,671,629	34,671,629	1,665,556	5%	14,173,460	41%	36,394,197	1,786,166	5%	13,809,293	38%	3%
Sewer	15,261,077	15,261,077	1,514,529	10%	8,605,480	56%	15,312,966	1,204,543	8%	7,078,468	46%	22%
Const Inspect Fees	320,990	570,990	109,808	19%	817,278	143%	602,326	84,680	14%	187,843	31%	335%
Interest	10,000	10,000	1,499	15%	5,755	58%	829	36	4%	253	31%	2175%
Misc	2,588,663	2,588,663	46,150	2%	2,220,797	86%	2,659,969	86,560	3%	2,259,492	85%	-2%
Total	52,852,359	53,102,359	3,337,542	6%	25,822,770	49%	54,970,287	3,161,985	6%	23,335,349	42%	11%
Utility Exp												
Financial Serv - UB	977,087	1,029,687	92,746	9%	458,428	45%	952,375	73,334	8%	426,757	45%	7%
Public Works	33,221,417	33,452,483	2,809,759	8%	17,041,300	51%	27,505,859	2,629,482	10%	14,164,049	51%	20%
IT Serv - GIS	1,426,761	1,431,452	139,752	10%	622,564	43%	1,349,703	101,869	8%	623,623	46%	0%
Engineering Serv	2,600,841	2,691,796	240,904	9%	1,098,374	41%	2,250,167	159,040	8%	977,798	44%	12%
Development Serv	0	0	0	NA	0	NA	85,446	10,259	12%	49,617	58%	-100%
Non-departmental	11,879,241	11,879,240	0	0%	8,773,167	74%	11,499,556	600	0%	8,290,482	72%	6%
Total	50,105,347	50,484,658	3,283,161	7%	27,993,833	55%	43,643,106	2,974,584	7%	24,532,326	56%	14%
Rev-Exp	2,747,012	2,617,701	54,381		(2,171,063)		11,327,181	187,401		(1,196,977)		
Utility Stormwater												
Revenue	1,617,500	1,617,500	118,715	7%	685,931	42%	1,318,309	109,269	8%	653,062	50%	5%
Expenses	1,607,083	1,772,797	125,523	7%	439,148	25%	1,096,015	249,290	23%	508,867	46%	-14%
Rev-Exp	10,417	(155,297)	(6,808)		246,783		222,294	(140,021)		144,195		
Environmental												
Revenue	10,095,681	10,095,681	868,870	9%	5,097,980	50%	9,802,147	764,107	8%	4,763,221	49%	7%
Expenses	10,104,391	10,168,698	779,379	8%	4,399,146	43%	9,325,121	1,107,677	12%	4,570,508	49%	-4%
Rev-Exp	(8,710)	(73,017)	89,491		698,834		477,026	(343,570)		192,713		
Hotel/Motel												
Revenue	3,514,351	3,514,351	276,265	8%	1,506,774	43%	3,867,404	291,708	8%	1,204,676	31%	25%
Expenses	3,379,089	3,379,089	194,417	6%	2,443,428	72%	3,651,151	82,817	2%	2,337,186	64%	5%
Rev-Exp	135,262	135,262	81,848		(936,654)		216,253	208,891		(1,132,510)		

Budget Summary for March
Fiscal Year 2012
(Compare to 50%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Gen Fund Rev												
Property Tax	35,685,602	35,685,602	573,448	2%	35,764,733	100%	34,606,994	624,455	2%	33,313,979	96%	7%
Sales Tax	22,758,048	22,758,048	1,713,701	8%	11,970,704	53%	21,852,287	1,436,874	7%	10,626,222	49%	13%
Beverage Tax	436,968	436,968	0	0%	94,715	22%	482,310	0	0%	116,063	24%	-18%
Franchise Tax	7,557,032	7,557,032	0	0%	4,162,483	55%	7,752,003	369	0%	4,142,136	53%	0%
Development Fees	5,342,300	5,402,300	563,118	10%	2,375,775	44%	5,310,839	639,185	12%	2,343,139	44%	1%
Fire & Amb Fees	1,638,064	1,691,793	66,453	4%	786,578	46%	1,977,377	176,386	9%	933,312	47%	-16%
Misc Fees/Charges	1,149,713	1,199,713	93,005	8%	631,218	53%	1,182,736	112,413	10%	540,225	46%	17%
Court Fines	2,464,396	2,464,396	213,895	9%	1,042,519	42%	2,076,088	226,483	11%	1,010,564	49%	3%
Parks & Recreation	4,063,850	4,071,496	290,032	7%	2,209,026	54%	4,224,369	283,820	7%	2,096,686	50%	5%
Library	128,141	128,141	4,273	3%	37,891	30%	145,931	6,866	5%	73,323	50%	-48%
Police Fees	1,093,542	1,102,512	36,788	3%	600,927	55%	1,583,482	72,979	5%	707,280	45%	-15%
Interest	151,500	151,500	9,979	7%	51,018	34%	103,260	11,115	11%	62,891	61%	-19%
Non-departmental	1,008,488	1,033,996	76,575	7%	85,739	8%	1,260,277	635,560	50%	636,241	50%	-87%
Total	83,477,644	83,683,497	3,641,267	4%	59,813,326	71%	82,557,953	4,233,001	5%	56,657,925	69%	6%
Gen Fund Exp												
Administration	1,614,087	1,798,487	175,034	10%	696,651	39%	1,480,672	124,850	8%	666,242	45%	5%
PIO	698,646	699,246	65,023	9%	295,772	42%	601,906	46,379	8%	237,023	39%	25%
City Secretary	288,830	288,830	31,038	11%	128,347	44%	295,463	36,859	12%	150,267	51%	-15%
Legal	654,900	654,900	103,424	16%	432,050	66%	801,368	97,337	12%	315,244	39%	37%
City Council	122,438	122,438	11,872	10%	41,044	34%	98,553	7,161	7%	51,819	53%	-21%
Records Mgmt	226,018	226,018	20,435	9%	73,378	32%	208,921	12,047	6%	64,519	31%	14%
Fin-Administration	534,392	588,282	58,647	10%	226,255	38%	519,837	44,476	9%	232,132	45%	-3%
Fin-Finance/Budget	1,270,304	1,312,591	119,062	9%	696,232	53%	1,273,920	94,777	7%	694,831	55%	0%
Fin-Rev Collections	831,021	831,021	130,426	16%	472,219	57%	751,103	141,925	19%	402,389	54%	17%
Fin-Court	1,462,418	1,462,418	182,231	12%	722,258	49%	1,305,885	123,592	9%	590,691	45%	22%
Fin-Sales Tax Grant	1,257,750	1,257,750	204,877	16%	480,630	38%	2,078,630	69,310	3%	877,197	42%	-45%
Pol-Admin	1,085,316	1,095,287	135,180	12%	539,164	49%	1,030,175	89,621	9%	453,155	44%	19%
Pol-Services	8,163,496	8,175,332	795,410	10%	3,858,979	47%	7,506,096	632,538	8%	3,442,641	46%	12%
Pol-Operations	11,285,611	11,613,337	1,138,778	10%	5,132,856	44%	10,241,957	767,675	7%	4,289,269	42%	20%
Fire-Admin	959,229	1,075,960	116,070	11%	482,337	45%	891,674	77,407	9%	404,784	45%	19%
Fire-Suppression	18,440,171	18,552,851	1,842,689	10%	7,938,416	43%	16,462,689	1,268,482	8%	7,072,581	43%	12%
Fire-EMS	632,792	520,777	82,306	16%	199,182	38%	940,513	101,422	11%	230,209	24%	-13%
Public Works-Streets	3,038,525	3,039,806	276,095	9%	1,198,363	39%	2,468,339	223,976	9%	1,135,359	46%	6%
Public Works-Traffic	944,734	944,804	69,441	7%	387,864	41%	734,999	45,754	6%	307,896	42%	26%
Public Works-Lighting	1,320,000	1,320,000	79,086	6%	547,050	41%	1,269,094	108,861	9%	537,034	42%	2%
Human Resources	975,505	994,147	77,990	8%	400,998	40%	917,081	93,351	10%	407,074	44%	-1%
Admin-Purchasing	414,390	424,380	42,487	10%	204,701	48%	401,596	34,209	9%	178,285	44%	15%
Admin -Support Serv	2,051,231	2,044,572	154,489	8%	1,135,655	56%	1,852,354	104,706	6%	1,230,660	66%	-8%
Admin-Build Serv	1,626,068	1,854,966	127,770	7%	798,107	43%	1,636,806	81,178	5%	643,210	39%	24%
Admin-Fleet	652,033	652,043	65,827	10%	305,476	47%	590,394	52,117	9%	267,530	45%	14%
IT Serv	1,951,195	1,951,195	283,660	15%	790,930	41%	1,455,630	93,707	6%	558,726	38%	42%
Library	3,455,548	3,586,142	348,609	10%	1,583,135	44%	3,328,304	249,740	8%	1,275,028	38%	24%
Parks-Admin	394,960	394,885	44,377	11%	200,059	51%	412,332	35,718	9%	178,346	43%	12%
Parks	4,630,909	4,638,630	418,878	9%	2,019,585	44%	4,729,277	410,108	9%	2,029,122	43%	0%
Parks-Recreation	4,923,843	4,923,836	439,626	9%	1,901,812	39%	4,538,055	383,816	8%	1,778,668	39%	7%
Parks-CIP Planning	299,407	299,474	32,500	11%	118,242	39%	258,116	27,883	11%	115,176	45%	3%
ES-Signal Control	1,161,660	1,162,388	111,743	10%	419,737	36%	947,481	76,722	8%	372,965	39%	13%
ES-Transportation	923,772	1,037,167	105,676	10%	410,092	40%	821,893	72,373	9%	365,991	45%	12%
DS-Planning	1,285,846	1,285,911	132,774	10%	589,796	46%	1,247,486	103,530	8%	588,153	47%	0%
DS-Health	378,829	379,329	40,149	11%	150,072	40%	0	0	NA	0	NA	0%
DS-Bldg Insp	2,381,416	2,380,916	249,906	10%	1,129,934	47%	2,416,942	220,144	9%	1,098,566	45%	3%
DS-Animal Control	646,339	647,665	40,695	6%	316,721	49%	633,829	163,623	26%	298,315	47%	6%
DS-Code Enforcement	538,655	537,645	56,595	11%	243,374	45%	488,617	46,555	10%	219,033	45%	11%
Non-departmental	-101,209	597,072	27,704	5%	332,189	56%	2,376,278	110,773	5%	247,596	10%	34%
Total	83,421,075	85,372,498	8,438,579	10%	37,599,662	44%	80,014,265	6,474,702	8%	34,007,726	43%	11%
Rev-Exp	56,569	(1,689,001)	(4,797,312)		22,213,664		2,543,688	(2,241,701)		22,650,199		

Budget Summary for March
Fiscal Year 2012
(Compare to 50%)

	Original FY12 Budget	Revised FY12 Budget	Monthly Actual	% of Bdgt	YTD Actual	% of Bdgt	FY 2011 Actual	Monthly Actual	% of YTD Act	YTD Actual	% of YTD Act	% Inc /(Dec) 11/12
Utility Rev												
Water	34,671,629	34,671,629	1,665,556	5%	14,173,460	41%	36,394,197	1,786,166	5%	13,809,293	38%	3%
Sewer	15,261,077	15,261,077	1,514,529	10%	8,605,480	56%	15,312,966	1,204,543	8%	7,078,468	46%	22%
Const Inspect Fees	320,990	570,990	109,808	19%	817,278	143%	602,326	84,680	14%	187,843	31%	335%
Interest	10,000	10,000	1,499	15%	5,755	58%	829	36	4%	253	31%	2175%
Misc	2,588,663	2,588,663	46,150	2%	2,220,797	86%	2,659,969	86,560	3%	2,259,492	85%	-2%
Total	52,852,359	53,102,359	3,337,542	6%	25,822,770	49%	54,970,287	3,161,985	6%	23,335,349	42%	11%
Utility Exp												
Financial Serv-UB	977,087	1,029,687	92,746	9%	458,428	45%	952,375	73,334	8%	426,757	45%	7%
Public Works-Adm	411,267	411,267	35,593	9%	133,198	32%	315,717	54,752	17%	149,143	47%	-11%
Public Works-Water	17,933,510	18,093,040	1,509,682	8%	8,826,791	49%	16,778,022	1,602,838	10%	8,271,212	49%	7%
Public Works-Sewer	12,262,299	12,316,201	1,045,687	8%	6,943,778	56%	7,979,392	685,792	9%	4,661,640	58%	49%
Public Works-Meters	1,860,922	1,879,017	141,379	8%	798,887	43%	1,738,014	227,762	13%	776,266	45%	3%
Public Works-ROW Ins	753,419	752,958	77,418	10%	338,646	45%	694,714	58,338	8%	305,788	44%	11%
IT Serv	1,426,761	1,431,452	139,752	10%	622,564	43%	1,349,703	101,869	8%	623,623	46%	0%
ES-Admin	485,714	485,714	47,528	10%	193,205	40%	411,459	9,599	2%	198,792	48%	-3%
ES-Construct Insp	868,791	894,129	80,940	9%	381,129	43%	772,521	62,732	8%	337,467	44%	13%
ES-Engineering	1,246,336	1,311,953	112,436	9%	524,040	40%	1,066,187	86,709	8%	441,539	41%	19%
DS-Bldg Insp Supp	0	0	0	NA	0	NA	85,446	10,259	12%	49,617	58%	-100%
Non Departmental	11,879,241	11,879,240	0	0%	8,773,167	74%	11,499,556	600	0%	8,290,482	72%	6%
Total	50,105,347	50,484,658	3,283,161	7%	27,993,833	55%	43,643,106	2,974,584	7%	24,532,326	56%	14%
Rev-Exp	2,747,012	2,617,701	54,381		(2,171,063)		11,327,181	187,401		(1,196,977)		
Utility Stormwater												
Revenues	1,617,500	1,617,500	118,715	7%	685,931	42%	1,318,309	109,269	8%	653,062	50%	5%
Expenses	1,607,083	1,772,797	125,523	7%	439,148	25%	1,096,015	249,290	23%	508,867	46%	-14%
Rev-Exp	10,417	(155,297)	(6,808)		246,783		222,294	(140,021)		144,195		
Environmental												
Revenues	10,095,681	10,095,681	868,870	9%	5,097,980	50%	9,802,147	764,107	8%	4,763,221	49%	7%
Expenses	10,104,391	10,168,698	779,379	8%	4,399,146	43%	9,325,121	1,107,677	12%	4,570,508	49%	-4%
Rev-Exp	(8,710)	(73,017)	89,491		698,834		477,026	-343,570		192,713		
Hotel/Motel												
Revenues	3,514,351	3,514,351	276,265	8%	1,506,774	43%	3,867,404	291,708	8%	1,204,676	31%	25%
Expenses	3,379,089	3,379,089	194,417	6%	2,443,428	72%	3,651,151	82,817	2%	2,337,186	64%	5%
Rev-Exp	135,262	135,262	81,848		(936,654)		216,253	208,891		(1,132,510)		

City of Frisco
Sales Tax Revenue Analysis

Fiscal Year Tracking - Accrual Basis

Month Received	Monthly Receipts FY 2012	% Change Over Same Month Prior Year	FY 2011-12 Year to Date Total	% Change YTD 11-12	Monthly Receipts FY 2011	% Change Over Same Month Prior Year	FY 2010-11 Year to Date Total	% Change YTD 10-11
	FY12				**FY 11**			
Dec	3,497,198	19.50%	3,497,198	19.50%	2,926,429	5.69%	2,926,429	5.69%
Jan	3,640,120	15.87%	7,137,318	17.62%	3,141,612	9.27%	6,068,041	7.52%
Feb	5,549,946	6.04%	12,687,264	12.26%	5,233,928	11.03%	11,301,969	9.11%
Mar	3,427,402	19.05%	16,114,665	13.64%	2,878,995	6.23%	14,180,964	8.52%
Apr		0.00%	-	0.00%	2,878,991	13.63%	17,059,955	9.35%
May		0.00%	-	0.00%	4,247,202	5.72%	21,307,156	8.60%
Jun		0.00%	-	0.00%	3,208,067	9.64%	24,515,223	8.74%
Jul		0.00%	-	0.00%	3,313,526	0.69%	27,828,750	7.71%
Aug		0.00%	-	0.00%	4,401,177	8.28%	32,229,927	7.79%
Sep		0.00%	-	0.00%	3,553,146	12.14%	35,783,073	8.21%
Oct		0.00%	-	0.00%	3,556,044	11.70%	39,339,117	8.51%
Nov		0.00%		0.00%	4,370,704	12.27%	43,709,821	8.88%
Grand Total	**16,114,665**				**14,180,964**			
General Fund	**8,057,333**				**7,090,482**			
EDC/CDC	**4,028,666**				**3,545,241**			

Allocation Comparison Summary Reports

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

	City	Net Payment This Period	Comparable Payment Prior Year	% Change
1	**Houston**	41,112,067.30	36,851,119.93	11.56%
2	**San Antonio**	16,666,695.29	15,217,289.07	9.52%
3	**Dallas**	16,491,071.56	15,275,881.85	7.95%
4	**Austin**	11,184,925.94	10,587,180.31	5.64%
5	**Fort Worth**	8,098,226.87	7,673,379.74	5.53%
6	**Arlington**	6,398,245.31	5,769,167.70	10.90%
7	**Corpus Christi**	5,219,956.34	3,891,775.41	34.12%
8	**El Paso**	5,205,494.90	5,098,318.40	2.10%
9	**Round Rock**	5,145,767.44	5,542,656.43	-7.16%
10	**Plano**	4,604,583.53	4,784,305.99	-3.75%
11	**Amarillo**	4,585,594.17	4,318,309.76	6.18%
12	**McAllen**	3,895,691.20	3,930,362.95	-0.88%
13	**Midland**	3,893,235.99	3,081,011.42	26.36%
14	**Lubbock**	3,867,941.84	3,697,271.54	4.61%
15	**Frisco**	3,427,401.54	2,878,995.34	19.04%
16	**Irving**	3,360,519.90	3,435,815.14	-2.19%
17	**Sugar Land**	3,189,798.89	2,458,167.80	29.76%
18	**Abilene**	2,910,787.33	2,567,537.81	13.36%
19	**Grand Prairie**	2,851,457.89	2,749,112.84	3.72%
20	**Laredo**	2,658,560.26	2,250,939.91	18.10%

Municipal Court Division:

The court processed 2,219 new citations for the month of March. Of these, 93% were for traffic violation, 2% for city ordinance violations, and 5% for other class C misdemeanor charges. There were 9 Teen Court referrals for the month of March.

k Flow Performance Measures	2011-2012 March	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010
es Filed	2,219	13,249	21,000	20,076	21,935
es Closed	2,391	9,403	22,000	19,951	22,283
rants Issued and Cleared	330 / 393	2125 / 2576	5000 / 5700	4668 / 4961	5134 / 5504
nile Cases Filed	82	512	1,000	1,106	1,065
Juvenile Cases Referred to Teen Court*	11%	11%	20%	15%	20%

enue Performance Measures	2011-2012 March	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010
l New Bench Fines Levied**	$549,588	$3,353,124	$5,824,140	$5,567,888	$5,823,871
Levied Bench Fines Collected	83%	61%	61%	61%	60%
Total Revenues Collected	$453,966	$2,031,956	$3,553,838	$3,376,843	$3,497,292
City General Fund Revenues	$239,385	$1,065,662	$2,209,801	$1,904,035	$2,075,735
Expenditures	$181,861	$721,888	$1,381,367	$1,305,885	$1,244,799
Total Revenue Per Case	$190	$216	$162	$169	$157
Total General Fund Revenue Per Case	$100	$113	$100	$95	$93
Court Processing Cost per Case	$82	$54	$66	$65	$57
City Net Per Case	$18	$59	$35	$30	$36
General Fund Revenues Minus Expenditures	$57,524	$343,774	$828,435	$598,150	$830,936
% Processed By Web and Phone	14%	17%	20%	20%	18%
% Processed By Mail	21%	16%	10%	11%	10%
% Processed At Municipal Court	65%	67%	70%	69%	72%

* Percentage of Cases Eligible for Teen Court

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

FirstSouthwest

Relative Value Report
Today's Date: 30-Mar-12
Settlement Date: **2-Apr-12**

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

MATURITY DATE	SECURITY TYPE	DISCOUNT/ SPREAD	YIELD
Agency Discount Notes			
27-Apr-12	FHLB	0.040%	0.041%
31-May-12	FHLMC	0.060%	0.061%
29-Jun-12	FHLB	0.080%	0.081%
24-Jul-12	FHLMC	0.090%	0.092%
31-Aug-12	FHLB	0.130%	0.132%
28-Sep-12	FHLB	0.150%	0.153%
18-Oct-12	FHLB	0.155%	0.158%
29-Nov-12	FHLB	0.130%	0.132%
31-Dec-12	FHLB	0.140%	0.142%
7-Jan-13	FNMA	0.180%	0.183%
21-Feb-13	FHLB	0.160%	0.163%
28-Mar-13	FHLB	0.160%	0.163%
Commercial Paper			
30-Apr-12	GE Capital	0.050%	0.051%
1-Jun-12	GE Capital	0.130%	0.132%
2-Jul-12	Toyota Motor Credit	0.170%	0.172%
30-Jul-12	Toyota Motor Credit	0.230%	0.233%
31-Aug-12	Toyota Motor Credit	0.300%	0.305%
28-Sep-12	Toyota Motor Credit	0.370%	0.376%
25-Dec-12	Toyota Motor Credit	0.550%	0.559%
Agency Bullets (Non-Callable)			
27-Mar-13	FHLB 1.00	-6.5	0.268%
12-Jun-13	FHLMC 4.00	-6.0	0.273%
30-Sep-13	FHLB 0.35	-2.0	0.313%
27-Dec-13	FHLB 0.875	+2.0	0.353%
2-Apr-14	FHLMC 4.57	+7.5	0.408%
8-Sep-14	FNMA 1.50	+17.0	0.503%
16-Mar-15	FNMA 0.375 ***	+10.0	0.592%

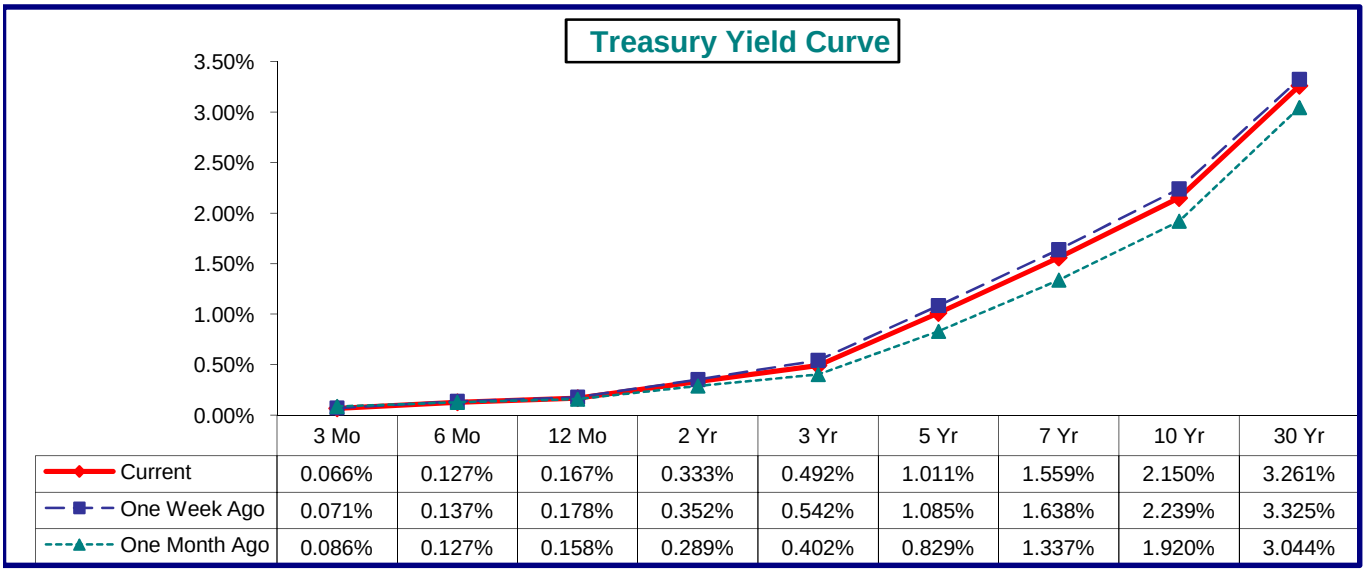
*** Spread versus 3-Year Treasury (All others vs 2-Year)

Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.101%	0.105%
7 Day Moving Avg:	0.107%	0.108%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.041%	0.081%	0.081%
2 Mo	0.061%	0.102%	0.081%
3 Mo	0.081%	0.092%	0.112%
6 Mo	0.153%	0.153%	0.153%
9 Mo	0.142%	0.173%	0.153%
12 Mo	0.163%	0.193%	0.183%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.050%	0.090%	0.132%
2 Mo	0.130%	0.150%	0.152%
3 Mo	0.170%	0.170%	0.193%
4 Mo	0.230%	0.280%	0.274%
5 Mo	0.300%	0.350%	0.335%
6 Mo	0.370%	0.380%	0.396%
9 Mo	0.550%	0.550%	0.610%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.268%	0.252%	0.219%
1.5 Yr	0.313%	0.347%	0.299%
2 Yr	0.408%	0.427%	0.379%
2.5 Yr	0.503%	0.552%	0.419%
3 Yr	0.592%	0.647%	0.537%



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.066%	0.127%	0.167%	0.333%	0.492%	1.011%	1.559%	2.150%	3.261%
One Week Ago	0.071%	0.137%	0.178%	0.352%	0.542%	1.085%	1.638%	2.239%	3.325%
One Month Ago	0.086%	0.127%	0.158%	0.289%	0.402%	0.829%	1.337%	1.920%	3.044%

FirstSouthwest

FSAM Strategy Recap

4-19-2012

NEWS AND DATA

EMPLOYMENT

Although it's a couple of weeks old we'll start with the March employment report, which was released the day after our last call. After several months of better than expected job creation, the labor market took a spring break, adding just 120,000 jobs in March. That was well below the Bloomberg median forecast for a gain of 205,000, the lowest total in five months, and less than half the 246,000 average gain of the prior three-month period. The unemployment rate, which is calculated from a separate survey of households, actually declined from 8.3% to 8.2%. Unfortunately, it was a 164,000 drop in the labor force that allowed the unemployment rate to creep down. There has been recent debate about what this actually means. A few economists have suggested the drop in the number of available workers represents the initial wave of baby boomers actually retiring, while others believe the decline is simply large numbers of discouraged workers who will return to the labor pool when conditions improve.

Initial jobless claims have been moving a bit higher as well. After several weeks in the low 360's first time claims for unemployment benefits bumped up to a revised 388k for the week ending April 6th and 386k for the week ending April 13th.

RETAIL SALES

Consumer spending drives the U.S. economy, and March sales numbers suggest the most recent quarter may have been a bit stronger than expected. Retail sales rose by 0.8% last month, nearly tripling the 0.3% Bloomberg median forecast, following revised increases of 1.0% in February and 0.7% in January. March gains were broad-based as 11 of 13 categories registered advances. Auto sales, which were expected to show no change, were actually up 0.9% for the month, but even when auto sales are excluded, sales still rose 0.8%.

Other components showing strong gains in March were furniture sales (+1.1%), electronics (+1.0%) and building materials (+3.0%). Electronics probably got a boost from the new iPad and discounted sales of the older model as a record 3 million iPads were sold during the debut weekend. Sales of building materials benefited from the weather as temperatures in March proved to be the warmest in recorded history. The average temperature across the nation last month was 51.1 degrees, 8.6 degrees warmer than the average March temperature and 0.5 degree above the previous record set in 1910.

In fact, weather has likely played a role in much of the improvement seen during the first quarter. Most economic indicators are adjusted to smooth out seasonal distortions. As an example, home sales follow a very distinct seasonal pattern, with sales rising in the spring and summer and then falling off into fall and winter. Employment data also exhibits seasonal patterns as cold weather inhibits outdoor work, particularly in the construction trades, and retail hiring surges in the lead up to Christmas and holiday shopping. In order to get a better read on the underlying trends, economists look at historical data and make adjustments to account for these seasonal variations. So, for example, January and February payroll data are adjusted upward to offset the typical drop in payrolls related to inclement weather. The problem is that when the weather is unusually warm, as it was this year, the layoffs don't happen, so the seasonal adjustments add to an already good number. With one of the warmest winters in history and no major winter storms, many economists are partially attributing the better than expected data to the weather and distortions from the seasonal adjustments.

INFLATION

Monthly inflation data was released last Thursday and Friday. The March Producer Price Index (PPI) supported the Fed's expectation that recent inflationary pressure would prove transitory, as headline PPI was unchanged during the month, thanks largely to a 1% drop in seasonally adjusted energy prices. Core PPI increased 0.3% in March, due in large part to higher prices for cars and light trucks. On a year-over year basis, overall PPI rose by just 2.8%. Only six months ago, the annual rate of increase was an alarming 7.0%.

Consumer Price Inflation (CPI) is also moderating. The headline rose 0.3% while the core rate, excluding food and energy, was up just 0.2%. On a year-over-year basis, the CPI was up 2.7% in March, down sharply from the 3.9% peak reached last September and lower for the sixth consecutive month. The core rate is up 2.3% year-over-year. As noted previously, distortions from seasonal adjustments have been cited as a factor in several data series, and the CPI was no exception. Gas prices were up 8.1% during the month, but the seasonally adjusted gain was just 1.7%, which helped keep a lid on the overall rise in inflation. The bottom line is that moderating trends in

inflation will bolster the position of the Fed's doves and could pave the way for further stimulus later this year, particularly if employment growth slows.

HOUSING

Sales of existing homes *fell* 2.6% in March to a 4.48 million unit annual rate, well below the expected 0.5% *increase*. Weather and seasonal adjustments played a role here as well. As FTN's Chris Low wrote, "existing home sales were likely boosted in January and February by dry, warm weather. The weather was dry and warm in March, too, but sales are supposed to be strong in March. As a result, sales had to increase another 100k from a strong base to overcome the seasonal factor." The overall trend in home sales is slightly encouraging, however, as sales are up 32% from the lows and 9.2% versus March 2011. Prices also managed the first year-over-year increase since November of 2010, rising 2.5%.

THE FED

Fed Vice Chairman Janet Yellen told an audience at New York University that although she expected the recovery to continue and even strengthen somewhat over time, she anticipated the Fed would fall "far short" in achieving its maximum employment objective. She also expected inflation to remain at or below the FOMC's long-run goal of 2%. As a result, Yellen considered a highly accommodative stance to be appropriate under present circumstances, but hedged herself by saying her policy views are data-dependent and subject to change. The next meeting of the FOMC is April 24-25 and based on recent comments by Bernanke and Yellen, the committee is unlikely to alter its "exceptionally low" interest rate policy, at least not anytime soon.

EUROPE

The European debt crisis just won't go away. Spain has become the latest country in the spotlight. Yields for its two-year note had climbed from 2.48% on April 2nd to 3.64% on Monday, while the yield on its 10-year debt is approaching 6%. Successful auctions of Spanish debt earlier in the week brought some relief, but it appears to have been short lived. On Tuesday, Spain was able to sell €3.18 billion of 12- and 18-month bills. The 12-month bills were sold at 2.62%, compared to 1.42% a month ago, while the 18-month bills were sold at 3.11%, up from 1.71%. The good news is the bonds were sold. The bad news is that sharply higher yields were required to attract investors. Any relief from those auctions quickly dissipated, however, as the steady drumbeat of bad news continued: Spain's budget deficit will be worse than expected; non-performing loans make up 8.1% of assets at Spanish banks; and the bank's have nearly exhausted their supply of cash borrowed from the ECB's LTRO, reducing their capacity to buy more Spanish government debt. At the other end of the spectrum, Germany auctioned two-year notes at a record low yield of 0.14%.

OVERALL ECONOMY

The employment report was a big disappointment to markets, and when combined with the troubling news out of Europe has caused a fairly major shift in sentiment. After a string of mostly better than expected data during January and February, markets were beginning to think the economy was finding its legs. Interest rates were beginning to trend higher. Rates had spiked up further when the FOMC failed to announce any additional easing measures following its mid-March meeting. And with some hawkish comments from a few Fed officials, several economists were beginning to question whether the Fed would really be able to maintain the current level of interest rates until "late-2014." Those doubts had pushed the yield on the two-year T-note to the highest levels since last July, approaching the 40 bps level. But the payroll report quickly sent yields in the other direction and sparked renewed debate about the strength of the economy.

In his latest quarterly review, Dr. Lacy Hunt of Hoisington Asset Management stated that "…42 cents of every dollar spent by the federal government in the first six months of the current fiscal year was borrowed." Imagine for a moment that your annual take home pay was $58,000. Yet you spend $100,000 per year. You make up the difference by charging $42,000 on your credit card. You do this year after year after year, with no end in sight. So far you have accumulated about $600,000 in credit card debt. To top it off, your parents are about to retire, in poor health with no health insurance and no savings. Your son, who just graduated from college with a mountain of student loan debt, can't find a job, and just moved back in with you. To solve all these problems, you have promised to cut your spending, starting next year, by $4,000 per year. That, in a nutshell, is the United States of America. With national elections upon us, I think we will begin to hear a lot more discussion about a looming fiscal calamity and the austerity measures that will be required to get our deficit under control. The result could be a fiscal drag on economic performance for years to come. More

FirstSouthwest

FSAM Strategy Recap

4-19-2012

optimistically, perhaps the resultant reforms to our tax, health care, and entitlement programs finally free the economy and set us back on a path to prosperity.

INTEREST RATES

Interest rates are generally down from two weeks ago as the softer data has tempered hopes that the economy was picking up steam and reinforced the notion that we are still a long ways from tightening monetary policy.

AGENCY BULLETS

6 months:	0.13% (down 3bps …from 2 wks ago)
12 months:	0.23% (down 1 bp)
15 months:	0.25% (down 3 bp)
18 months:	0.28% (down 8 bp)
24 months:	0.35% (down 7 bps)
36 months:	0.53% (down 8 bps)

COMMERCIAL PAPER

CP rates have also been fairly stable over the past couple of weeks. GE Capital is off 1 bp at 0.33% for 180-days. Toyota is writing 180-day paper 3 bps lower at 0.37%, down from 0.40% two weeks ago. Toyota 270-day paper is 2 bps lower at 0.56%.

AGENCY CALLABLES

Yesterday we received a special note from our contacts at Morgan Stanley regarding callable agency issuance. We have included it here as it has some very important implications for agency investors:

"As with all Agency paper, Agency Callable Volumes have been lighter over the past several weeks with issuers clearly trying to push investors out the curve and trying to term out their issuance. Currently, FHLMC will not issue any callables with a final maturity shorter than 5yrs and a lock out of less than 1yr. For the month of April, FHLMC has only issued 2 callable issues of 50mm each, without question the least in recent memory. FNMA will not issue callables with a final maturity of less than 2.5yrs and a lock of less than 6mos (additionally, all issuance 5yrs and shorter is swapped). FHLB will issue any structure, but funding targets for shorter dated / lock out paper is at or through bullet levels. FFCB is almost exclusively issuing American callable paper via auction (FHLB does this too), and fortunately most are coming at reasonable levels.

I expect these market conditions to persist for the foreseeable future as FNMA / FHLMC portfolio balances continue to decline and advance demand at FHLB remains light. This reduced supply pipeline should keep spreads tight and well contained, making Agency callables (and Agencies in general) relatively safe Treasury alternatives."

As we have mentioned before, one concern for short-term investors is the lack of available securities in which to invest. There are times when we just cannot locate securities that fit the narrow parameters under which many of our clients are required to operate. Quite simply, there just isn't much supply, and that is keeping prices elevated and yields depressed. Unfortunately, this is a condition that is likely to persist. One possible result may be a shift away from the traditional laddered portfolio towards more of a barbell strategy, whereby investments are concentrated in just a couple of maturity buckets, one being overnight and one being in the three-year area.

SECURITY OPTIONS

1. Toyota CP 12/31/12, 270-day paper @ 0.56%.
2. FHLMC 4.57% 4/2/14, Bullet (non-callable); YTM: 0.35%. Next Day Settle.
3. FHLB 0.50% 5/15/14, 2-yr/1-mo; Callable monthly beginning 6/15/12; YTC: 0.50%, YTM: 0.50%. 5/15/12 Settle.
4. FNMA 0.70% 4/30/15, 3-yr/1-yr; Callable quarterly beginning 4/30/13; YTC: 0.70%, YTM: 0.70%. 4/30/12 Settle.
5. FNMA 0.85% 10/26/15, 3.5-yr/6-mo; Callable quarterly beginning 10/26/12; YTC: 0.85%, YTM: 0.85%. 4/26/12 Settle.
6. FNMA 1.00% 1/25/16, 3.75-yr/6-mo; Callable quarterly beginning 10/25/12; YTC: 1.00%, YTM: 1.00%. 4/25/12 Settle.

NOTES

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972- 547-5020
Metro 424-1460 Ext.5020
Fax 972-547-5040

April 10, 2012

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

Dear Mayor Maso,

Enclosed is the Monthly Collection Report for:	**March 2012**
The City of Frisco tax collections for the month were:	**$820,258.12**
The Rollback Collections for the month were:	**$610.21**

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

Attachment

cc: **Elizabeth Corona, Revenue Collections/Tax Collector**
George Purefoy, City Manager
Nell Lange, Assistant City Manager
Anita Cothran, Director of Financial Services (Rollback, Dist Summ, Detail Coll by Year,YTD Summary)

KM:ds

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

Monthly Collection Status Report
March 2012

City of Frisco #12

	Collections Month of March	Cumulative Total 10/1/11 thru 3/30/12	% of Collections
Current Tax Year Collections			
Base M&O	$418,670.78	$36,553,855.44	99.44%
Base I&S	315,400.23	27,537,427.12	
Late Renditon Penalty	1,300.78	13,738.04	
P&I M&O	32,281.96	68,359.91	
P&I I&S	23,600.99	48,210.72	
P&I I&S Bond			
Attorney Fee	270.09	270.09	
Subtotal	$791,524.83	$64,221,861.32	99.64%
Delinquent TaxYears Collections			
Base M&O	$12,967.45	$882,853.96	
Base I&S	10,226.77	742,710.21	
Late Rendition Penalty	80.95	467.99	
P&I M&O	3,398.38	204,193.15	
P&I I&S	2,329.83	169,974.47	
P&I I&S Bond			
Attorney Fee	4,245.89	144,633.86	
		0.00	
Subtotal	$33,249.27	$2,144,833.64	3.33%
Combined Current & Delinquent:			
Base M&O	$431,638.23	$37,436,709.40	
Base I&S	325,627.00	28,280,137.33	
Late Rendition Penalty	1,381.73	14,206.03	
P&I M&O	35,680.34	272,553.06	
P&I I&S	25,930.82	218,185.19	
P&I I&S Bond			
Attorney Fee	4,515.98	144,903.95	
		0.00	
Total Collections	$824,774.10	$66,366,694.96	102.97%
Original 2011 Tax Levy		$64,450,701.58	100.00%

Kenneth L Maun
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Cumulative Comparative Collection Status Report
March 2012

City of Frisco #12

	Collections thru March 2012	% Collections	Collections thru March 2011	% Collections
Current Tax Year Collections				
Base M&O	$64,091,282.56	99.44%	$62,403,236.63	97.31%
Late Renditon Penalty	13,738.04		13,759.43	
P&I M&O	116,570.63		120,149.22	
Attorney Fee	270.09		0.00	
Subtotal	$64,221,861.32	99.64%	$62,537,145.28	97.51%
Delinquent Tax Years Collections				
Base M&O	$1,625,564.17		$400,796.32	
Late Renditon Penalty	467.99		1,757.93	
P&I M&O	374,167.62		123,781.28	
Attorney Fee	144,633.86		72,063.84	
	0.00		0.00	
Subtotal	$2,144,833.64	3.33%	$598,399.37	0.93%
Combined Current & Delinquent:				
Base M&O	$65,716,846.73		$62,804,032.95	
P&I M&O	490,738.25		243,930.50	
Late Rendition Penalty	14,206.03		15,517.36	
Attorney Fee	144,903.95		72,063.84	
	0.00			
Total Collections	$66,366,694.96	102.97%	$63,135,544.65	98.45%
Adjusted 2010 Tax Levy			$64,130,894.11	100.00%
Original 2011 Tax Levy	$64,450,701.58	100.00%		

Kenneth L Maun
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Levy Outstanding Status Report
March 2012

City of Frisco #12

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 2/29/12	$1,987,468.75	$678,640.53
Base M&O Collections	734,071.01	23,194.22
Supplement/Adjustments	-110,815.83	43,762.05
Write-off	0.00	0.00
Remaining Levy as of 3/30/12	$1,142,581.91	$699,208.36
Cumulative (From 10/01/11 thru 3/30/12)		
Original 2011 Tax Levy (as of 10/01/11)	$64,450,701.58	$1,271,301.44
Base M&O Collections	64,091,282.56	1,625,564.17
Supplement/Adjustments	783,162.89	1,053,471.09
Write-off	0.00	0.00
Remaining Levy as of 3/30/12	$1,142,581.91	$699,208.36

Kenneth L Maun
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Monthly Distribution Report
March 2012

City of Frisco #12

	Distribution Month of March	Distribution 10/1/11 thru 3/30/12
Weekly Remittances:		
Week Ending 3/2/12	$122,489.15	$9,872,747.24
Week Ending 3/9/12	$193,428.73	$12,288,392.81
Week Ending 3/16/12	$143,653.34	$11,828,090.06
Week Ending 3/23/12	$161,473.35	$11,172,539.41
Week Ending 3/30/12	$199,144.44	$21,012,277.06
Total Weekly Remittances	$820,189.01	$66,174,046.58
Overpayment from Prior Month	$0.00	$47,034.00
Manual Adjustment Refund	$0.00	$0.00
Commission Paid Delinquent Attorney	$4,515.98	$144,903.95
Entity Collection Fee	$0.00	$0.00
Judgement Interest	$0.00	$0.00
5% CAD Rendition Penalty	$69.11	$710.43
Total Disbursements	$824,774.10	$66,366,694.96
Carryover to Next Month	$0.00	$0.00

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 3/1/2012 thru 3/31/2012

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
BUILDING	CNEW	New commercial structures	54,136.00	$11,084,750.00	$27,279.11	$27,279.11	3		3
BUILDING	CALT	Commercial alterations	14,853.00	$74,250.00	$960.28	$960.28	4		4
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	40,664.00	$1,974,000.00	$14,212.12	$14,212.12	11	1	12
BUILDING	CADD	Commercial additions	28,142.00	$4,518,858.45	$13,499.50	$13,499.50	2	2	4
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)		$30,000.00	$346.50	$346.50	2		2
CO		Certificates of Occupancy	41,551.00		$2,415.00	$2,415.00	20	1	21
NG	CDMO	Commercial demolitions		$1,000,000.00	$50.00	$50.00	1		1
NG	SCHA	Existing school, alteration or addition to	9,761.00	$2,328,110.00	$10,540.77	$10,540.77	1	1	2
NG	SCHL	New school / education facility building							0
		Section Subtotals	**189,107.00**	**$21,009,968.45**	**$69,303.28**	**$69,303.28**	**44**	**5**	**49**
NG	MNEW	Multifamily structure	291,915.00	$20,200,000.00	$82,274.40	$82,274.40	1		1
NG	MADD	Addition to existing multifamily structure							0
NG	MALT	Alteration to existing multifamily structure							0
FAMILY		Multifamily registration for bldg and site insp							0
		Section Subtotals	**291,915.00**	**$20,200,000.00**	**$82,274.40**	**$82,274.40**	**1**		**1**
BUILDING	SNEW	Single-family dwellings	520,072.00	$31,456,023.66	$275,514.02	$275,514.02	43	71	114
BUILDING	SADD	Addition to existing single-family structure	1,839.00	$182,668.00	$2,134.35	$2,134.35	2	1	3
BUILDING	SALT	Alteration to existing single-family structure	19,973.00	$994,858.86	$17,544.25	$17,544.25	50	63	113
BUILDING	MISC	Various miscellaneous modifications (concrete slab, etc.)		$63,500.00	$445.05	$445.05		1	1
BUILDING	SDMO	Single-family residential demolition							0
BUILDING	DPLX	Duplex							
BUILDING	MOBH	Mobilehome							
BUILDING	Others	Other building permits	1,033.00	$31,300.00	$350.00	$350.00	3	1	
		Section Subtotals	**542,917.00**	**$32,728,350.52**	**$295,987.67**	**$295,987.67**	**98**	**137**	**23**
POOL	RES POOL	Residential swimming pools and spas		$1,075,100.00	$5,010.00	$5,010.00	10	21	
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)			$110.00	$110.00	1		
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)							
		Section Subtotals		**$1,075,100.00**	**$5,120.00**	**$5,120.00**	**11**	**21**	**32**

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

AGENDA ITEM #6.

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Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
FENCE	RES	Residential fence installation				$2,180.85	54	53	107
FENCE	SCRN WALL	Masonry screening wall installation							0
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$100.00	4	1	5
FENCE	Others	Other Fence installations				$300.00	2	6	8
		Section Subtotals				**$2,580.85**	**60**	**60**	**120**
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$1,095.00	13	2	15
ELECTRICAL	NEW	New electrical systems installation							0
PLUMBING	ALT/ADD	Upgrade existing plumbing				$816.00	17	10	27
PLUMBING	WATER HEATER	Water heater installation				$3,303.00	73	42	115
PLUMBING	IRRIGATION	Irrigation/sprinkler system installation				$22,035.00	50	67	117
PLUMBING	OSSF	On-site sanitation facility							0
MECHANICAL	ALT/ADD	Furnace/air conditioner systems				$3,600.50	43	18	61
MECHANICAL	NEW	New mechanical installations							0
ELECTRICAL	Other	Other miscellaneous electrical							0
PLUMBING	Other	Other miscellaneous plumbing							0
MECHANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$30,849.50**	**196**	**139**	**335**
SIGN	BANN	Temporary Banners				$1,500.00	16	4	20
SIGN	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$75.00	1		1
SIGN	MONUMENT INDIVIDUAL	Permanent sign with masonry border				$1,050.00	4	3	7
SIGN	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$900.00	2	4	6
SIGN	REAL ESTATE	Temporary wooden sign at property for lease or sale				$600.00	2	2	4
SIGN	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development				$150.00	1		1
SIGN	SUBDIVISION IDENTITY	Masonry signage incorporated with the subdivision screen wall							
SIGN	WALL	Permanent sign attached to side of an approved wall of a structure							
SIGN	CANOPY	Canopy							
SIGN	MENU BOARD	Drive-thru menu boards				$1,050.00	5	2	
SIGN	PROJECTING	Sign installed that extends outward from a wall				$300.00	2		
SIGN	Others	Other miscellaneous signs				$5,700.00	24	14	
		Section Subtotals				**$11,325.00**	**57**	**29**	**8**

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
HEALTH	CONV	Convenience stores				$1,005.00	4	1	5
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)							0
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$400.00	2		2
HEALTH	GROC	Grocery stores				$555.00		1	1
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$355.00	3	1	4
HEALTH	MBHT	Mobile catering vehicles, hot				$300.00			1
HEALTH	MBCD	Mobile catering vehicles, cold				$800.00	1		5
HEALTH	KIOSK HLTH	Food-related sales - non-mobile				$200.00	1		1
H	PRIVATE HLTH	Nursing, assisted living, or the like				$1,610.00	4		4
H	REST	Restaurants, dining food establishments				$9,245.00	18	5	23
H	SCHOOL / CITY	School district and private educational facilities, City facilities							0
H	THLT	Temporary health permits				$1,075.00	21	2	23
H	Others	Other health permits				$700.00	4		4
		Section Subtotals				**$16,245.00**	**58**	**10**	**73**
	SWPUB	Public pools and spas							0
	SWRES	HOA community pools and spas							0
	SWSEMI	Hotels and apartment communities pools and spas				$19,660.00	46	9	55
		Section Subtotals				**$19,660.00**	**46**	**9**	**55**
SPECIALEVENT	Others	Miscellaneous SPECIALEVENTs							0
SPECIALEVENT	SIDEWALK	Existing business sidewalk sale							0
SPECIALEVENT	OUTDOOR	Outdoor				$200.00	3		3
SPECIALEVENT	PARKING LOT	Parking lot				$100.00	1		
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.							
SPECIALEVENT	TENT	Tent				$195.00	2		
		Section Subtotals				**$495.00**	**6**		

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

AGENDA ITEM #6.

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Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
REGISTRATION	ELEC REG	Electrical contractors registrations				$501.00			11
REGISTRATION	MECH REG	Mechanical contractor registrations				$452.00			10
REGISTRATION	PLUMB REG	Plumbing contractor registrations							18
REGISTRATION	GENERAL REG	General contractor registrations, no fees				$50.00			42
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$200.00			4
REGISTRATION	Others	Other contractor registrations				$225.00			5
		Section Subtotals				**$1,428.00**			**90**
		Totals on report	**1,023,939.00**	**$75,013,418.97**	**$452,685.35**	**$535,268.70**	**577**	**410**	**1,082**

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

AGENDA ITEM #7.

March 2012 - Library Report on Usage and Programming Activities

Statistics - March 2012								
	Mar 2012	Mar 2011	% Change		Year - To - Date FY2012	Year - To - Date FY2011	% Change	
Total In-Library Transactions	**162,435**	150,445	8%		**863,758**	770,441	12%	
Total Circulation	**120,402**	107,956	12%		**637,702**	552,951	15%	
In-House Use	**18,631**	18,261	2%		**96,078**	92,883	3%	
New Cardholders	**1,291**	932	39%		**7,420**	5,913	25%	
Reference Questions	**11,461**	12,272	-7%		**64,256**	60,217	7%	
Onsite Computer Users	**5,040**	6,126	-18%		**28,797**	33,569	-14%	
Program Attendance	**4,826**	4,484	8%		**25,911**	22,962	13%	
Interlibrary Loan	**784**	414	89%		**3594**	1946	85%	
Total E-Branch Transactions	**60,345**	41,318	46%		**342,819**	227,048	51%	
E-Branch Transactions Per Capita	**0.48**	0.38	26%		**0.46**	0.34	35%	
E-Branch Transactions Per FTE	**1,509**	1,033	46%		**1,445**	1,008	43%	
Database Searches	**15,854**	12,454	27%		**91,686**	71,131	29%	
Library Website Sessions	**35,955**	25,228	43%		**208,320**	137,638	51%	
Downloadables Circulation	**8,498**	3,509	142%		**42,489**	17,563	142%	
Downloadables Circ. As % of Total Circ.	**7.1%**	3.3%	115%		**6.7%**	3.2%	109%	
Online Homework Help	**38**	127	-70%		**324**	716	-55%	
Total Cardholders	**82,247**	75,844	8%		**82,247**	75,844	8%	
Patron Visits	**44,791**	53,745	-17%		**261,643**	260,452	0%	
Library Assets - Collection	**183,198**	169,028	8%		**183,198**	169,028	8%	
Library Volunteer Hours	**608**	563	8%		**2539**	2219	14%	
Benchmarked Statistics								[1]Benchmark Group
Total In-Library Transactions Per Capita	**1.29**				**1.16**			**0.94**
Total In-Library Transactions Per FTE	**4,061**				**3,675**			**2,352**
Collection Size Per Capita	**1.45**				**1.45**			**1.86**
Square Feet Per Capita	**0.40**				**0.40**			**0.52**
Patron Visits Per Capita	**0.35**				**0.35**			**0.36**
Patron Visits Per FTE	**1,120**				**1,104**			**898**

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

Library Report on Programming and Usage Activities - Narrative
March 2012

1) Analysis of Statistical Report

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

- March 2012 circulation was up 8% over March 2011. For the year, circulation is up 15% over 2011. Other year-to-date key measures are continuing to perform in step with longer-term trends:
    - Total cardholders count is up 8% over 2011, reflecting accelerating Frisco population growth;
    - Inter-library loan usage is running 85% higher than 2011 due to our shifting the process into a self-service mode where patrons can place their own book requests on a 24/7 basis;
    - E-book and E-audiobook downloads are up 140% over last year. Our experience is reflective of national trends, heightened by the high ownership levels of e-readers, smartphones, and tablet computers in Frisco;
    - Usage of library-provided public computers is down 14% from last year, reflecting the shift toward BYOD (Bring Your Own Device) where patrons are using library Wi-Fi access on their internet-capable devices;
    - Library volunteer hours are up 14% over 2011 as both teen and adult volunteers have responded to library promotional efforts to recruit more volunteers during non-summer months.

- The library continues to outperform its benchmark comparison groups in productivity metrics and lags the benchmark libraries in access to materials as measured by the collection size per capita.

2) Upcoming Events

- May is traditionally the library's "slow" month as we prepare for the combination of learning, reading, fun, and logistics that is the Summer Reading Program at Frisco Public Library. However, this May the library will continue to offer a full slate of relevant programs reflecting what our patrons have requested. This month in addition to our regular book and teen anime clubs we are offering programs in:
    - Kid's e-reader workshop
    - Genealogy
    - Memoir writing
    - Early Literacy for Parents, Teachers, and Childcare Professionals
    - Diabetes management;
    - Dealing with bullying by children
    - Short story contest

- Summer reading kicks off June 1st. Details are available at friscolibrary.com.

AGENDA ITEM #8.

PARKS & RECREATION DEPARTMENT

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Parks and Recreation Report: City Council Meeting of May 1, 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 – Even though staff stays in touch with the developer, there has been no immediate movement to begin development that would affect the hike and bike trail project. Hopefully this will change over the next few months time.
Current Status – Staff continues to stay in contact with the developer of this project, but at this time, there has been no further movement on the subdivision that would cause the hike and bike trail project to be considered.

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 – Staff is currently waiting on an easement agreement to be finalized to allow the construction of this project to begin. We are hopeful that this can occur within the next few weeks.
Current Status – Staff continues to work towards gaining an easement that is needed to finalize the components needed for the construction of this trail system. We are hopeful that this can be resolved over the next 30-45 days.

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 – Since this last report, the sidewalk panel was replaced and is awaiting inspection for final approval. Final approval through the Engineering Department should take place finalizing this project should occur within the next 30 days.
Current Status – A final walk through inspection was conducted by the Engineering Services Department and they are waiting on information from the contractor as a result of that inspection. We are hopeful that all information will be satisfactory and that the project can be finalized within the next 30-45 days.

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 – Indications are that new plans for the area that the hike and bike trail will be affected are near a time to be submitted. Once they are, staff will work with the developer to work towards getting the trail constructed.
Current Status – Staff continues to monitor and wait for new plans to be submitted that will affect the area in which the hike and bike trail has been identified. We are hopeful that this will occur within the next month.

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 – Since the time of the last monthly report, the utility provider appears prepared over the next couple of weeks to identify the location of their future line along Main Street. Once that has been confirmed, staff is prepared to work with the contractor to see if they are willing to honor their standing bid on the project that was in effect when the delay with the utility contractor occurred. All indications to date appear that the contractor is ready to move forward and begin obtaining necessary permits and mobilizing for this trail construction.
Current Status – Staff is working with the contractor for the hike and bike trail construction work to identify when mobilization and work would commence. Based on current progress, we anticipate the work beginning within the next month and continuing during the summer.

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 – The project design continues to progress for this USACE project. Work on that design is expected to continue to take place over the next year. Once completed, funding for the project will be pursued by the Corps of Engineers.
Current Status – Progress on the project continues to stay on track by the Corps of Engineers and the planning consultant for the Corps. This work is anticipated to continue for the next 10-12 months before being completed.

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Facilities and Capital Projects Highlights

Senior Center at Frisco Square

Current Status – March, 2012

Senior Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	5,142	-7.3%	28,322	2.0%
Total Members	1,841	-1.0%	N/A	N/A
Membership Revenue	$497	17.5%	$2,795	-26%
Program Revenue	$6,036	2.6%	$36,332	26.5%
Total Revenue	**$6,533**	**20.1%**	**$39,127**	**0.5%**
Membership Expense	$27,748	31.2%	$159,575	1.7%
Program Expense	$10,528	23.9%	$70,038	-2.4%
Total Expense	**$38,276**	**29.3%**	**$229,613**	**0.4%**

Frisco Athletic Center

Current Status – March, 2012

Frisco Athletic Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	54,504	3.7%	279,961	11.6%
Total Members	13,446	6.0%	N/A	N/A
Total Accounts	4,400	5.4%	N/A	N/A
Membership Revenue	$ 221,268	7.9%	$1,332,011	6.5%
Program Revenue	$ 66,445	11.1%	$ 338,853	2.4%
Total Revenue	**$ 287,713**	**8.6%**	**$1,670,864**	**5.6%**
Membership Expense	$ 239,364	35.3%	$1,015,536	12.9%
Program Expense	$ 88,185	13.0%	$ 359,026	5.0%
Total Expense	**$ 327,549**	**28.5%**	**$1,374,562**	**10.7%**

Note: The significant increase in expenses can be attributed to Personnel Expenses, as March 2012 is a three pay-period month for the City of Frisco, while March 2011 was a two pay-period month.

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Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

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

Previous Status – Staff is prepared to take this project and publically bid it in June and come to the City Council for a bid award in July or early August. This will allow for the spray park not to be affected with construction of this area. Construction of the project will take place in the fall and continue to early spring prior to the opening of our spray parks in late May, 2013.

Current Status – Work on the project is moving forward as scheduled. Some preliminary geo tech work will be scheduled to take place at the park this next month prior to bidding the project this summer.

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 – Construction of the park elements continue to take place at the park site. Much of the walkway has been completed and the retaining wall has been prepared. Benches and tables should be in place over the next couple of weeks and the installation of sod in areas along with minor grading will soon occur. Additionally, four solar lights will be installed at the park within the next month or so. Final completion of the park should occur within the next 45-60 days.

Current Status – To date, the sidewalks, park signage, retaining wall, benches, picnic tables, turf establishment and bollards have been installed at the park. Solar lights are to be installed at the park once received. Staff is currently finalizing cost for basketball goals and posts for the outdoor court and should be ordered, delivered and installed within the next several weeks.

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Park Development

Neighborhood Parks Currently Being Developed

Miramonte Park Site

Description – Located north of Panther Creek Parkway, east of Preston Road and west of Hillcrest Parkway, this neighborhood park is located in the Miramonte development and will be adjacent to an elementary school for the Prosper Independent School District. The project will be divided into two separate projects with the first involving the initial development of the park by the subdivision developer. Future development of the park will take place at some undetermined point in time as funding is identified in the Park Development Plan.

Previous Status – The City Council approved the agreement and the developer is working to get construction plans approved through the City prior to construction. Work on the project by the contractor should be in a position to begin within the next 60 days and work should continue through the summer.

Current Status – The developer continues to work on final construction plans for the park and this should be completed within the next 30-45 days so that construction can begin during the summer.

Neighborhood Parks being Master Planned

At this time, there are no neighborhood parks that are scheduled to be master planned.

Community Park Construction

Community Parks being Master Planned

No Community Parks are currently being master planned at this time. Both the Parks and Recreation Board and the Frisco Community Development Corporation will be meeting and discussing which of the two current undeveloped community parks (Northwest and Northeast Community Park) will move forward with master planning.

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.

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Previous Status – Work is currently underway at both Harold Bacchus Community Park as well as Warren Sports Complex. Complications on the Bacchus Community Park well required that another well be dug. That second effort has proven more successful and the contractor is close to logging the well. Work on the well as Warren Sports Complex is going well, with only work for the Frisco Commons Park site left to begin once these two other wells are completed. Additionally, the work for the re-use line at B.F. Phillips Community Park should be in a position to begin once the area has a chance to dry out from recent rainfall.

Current Status – Over the past month, work on the well at Harold Bacchus Community Park was completed. Work on the Warren Sports Complex well continues to take place and should be close to completion by the end of May. The contractor will begin work on the well at Frisco Commons in the beginning of May and work will likely continue to June. Finish up work on the re-use system at B.F. Phillips Community Park should be close to completion by the beginning of June.

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 – Plans for the parking improvements for Warren Sports Complex have been completed and the project is currently under public bid to be opened in early April. Staff will then examine these bids and if found within budget, this will be taken to the City Council for final consideration in May. Construction of the project should be done and completed prior to the fall playing season in September takes place.

Current Status – Bids for the parking lot improvements to Warren Sports Complex were accepted in April. Staff has reviewed the bids and is prepared to present a recommendation to the City Council to award this work in May.

Grand Park

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

Previous Status – Plans for the park's initial development as well as submittal to the USACE is continuing to take place and it progressing on schedule.

Current Status – Staff is working on bringing back the Grand Park subcommittee over the next 60 days to begin looking at Phase I improvements to the park. Dates for the subcommittee meeting will be determined over the next month.

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.

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Previous Status – Staff is trying to meet with the developer to see how this project can begin to move forward with their assistance. It is hoped that this should be in a position to take place within the next month or so.
Current Status – Staff is working to confirm a meeting with the developer in May to see if the project can begin moving forward.

Special Parks and Facilities

B.F. Phillips Community Park
Description – Development of a disc golf course facility.
Previous Status – Dash's Track is the new disc golf course has opened to the public at B.F. Phillips Community Park. Since its opening in early March, the course has had a great deal of play by residents and will officially be dedicated on the morning of Saturday, April 7, 2012. Dedication ceremonies will take place at 8:00 am and an opening disc golf tournament will begin at 8:30 a.m. with the general public being able to get onto the course after 1:00 pm for that date. Congratulations to the Leadership Frisco class for their work on the course and to all of the volunteers who have helped with the development of it over the past several months.
Current Status – On April 7, 2012, Dash's Track was officially dedicated. Following the ceremony, Leadership Frisco organized the first ever Dash's Track Disc Golf Tournament. Both events had a good turnout. Since that time, the course has received a large amount of attention and good response from players and residents.

Special Events

Recently completed events:

Mayor's Youth Council Dodge Ball Tournament – On Saturday, April 21, 2012, 14 dodge ball teams, made up from Frisco High Schools, as well as a special team with the Mayor and various Council members participated in the Mayor's Youth Council tournament benefiting Frisco Family Services at the Frisco Athletic Center. Everyone had a great time and the Youth Council expressed interest in organizing another event in the future.

Upcoming Events:

Dive-In Movie Series – Cool off from the summer heat by bringing the family to the Frisco Athletic Center Outdoor Aquatic Center to one of our summer Dive-In Movies on Friday, June 28 – "Dolphin Tale"; Friday, July 13 (adult's only) – "Jaws"; and Friday, July 27 – "The Adventures of Tin Tin". Participants can enjoy the movie while floating around in the lazy river or bring a towel and relax on the lawn. Tickets are $5 each. Children under 2 are free for the June 29 and July 27 events, but must have a ticket for entry.

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New this year, adults ages 18 and older can enjoy a well-deserved date night. Friday, July 13, "Jaws" will be showing on the big screen. There will be free childcare for children eight weeks to twelve years old available in the Zone and Fun Club for FAC members. Childcare for non-members is $5 per child. Childcare is limited, so plan to make your reservations early. Tickets are currently on sale at the Frisco Athletic Center.

Summer Concert Series
On Saturday, June 23rd, from 6:00 p.m. – 9:00 p.m., Bounce for Fun will be sponsoring a summer concert at Warren Sports Complex, showcasing Brave Combo. Additionally, there will be several inflatables, featuring themed bounce houses, obstacle courses, and a giant slide. Face painting and concessions will also be available. Admission is free. Those in attendance are encouraged to bring lawn chairs and blankets. We look forward to seeing you then!

SPECIAL NOTES:

Frisco Parks and Recreation Department becomes Nationally Accredited: On March 29, 2012, the Frisco Parks and Recreation Department were formally approved as a nationally accredited Parks and Recreation Agency by the Commission for Accreditation of Park and Recreation Agencies (CAPRA). CAPRA recognizes Parks and Recreation Agencies for excellence in operation and service. In receiving this honor, Frisco becomes the 74th municipal Parks and Recreation Department in the United States and only the 7th department in the State of Texas to become nationally accredited. Staff presented the certificate to the Mayor and Council during their April 17, 2012 meeting. Members of the Parks and Recreation Board, the Frisco Community Development Corporation, the Urban Forestry Board and the Frisco Sports Council were also recognized for their support since the department's inception in 1996.

Tree City USA Recognition: Congratulations to Bobby Johnson and members of the City Council, the Urban Forestry Board, Parks and Recreation Board, and the Frisco Community Development Corporation for the City being recognized as a Tree City USA by the National Arbor Day Foundation for the ninth consecutive year! Additionally, the City was also awarded the Growth Award from the Arbor Day Foundation for the sixth time.

AGENDA ITEM #9.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects: City Council Meeting- May 1, 2012

Engineering Highlights:

- **Construction Inspections** – Construction Inspectors have 198 current projects that are at various stages of construction.

- **Pre-construction Meetings** – Staff held 7 pre-construction meetings for new projects:

    1. CR 710 [Sanctuary Drive]
    2. Frisco Lakes by Del Webb, Village 8
    3. Richwoods, Ph 8
    4. Waterstone 423 Retail Addn, Bl A, Lt 4
    5. Centre at Preston Ridge, Ph 2, Bl A, Lot
    6. The Crossing, Ph 1 - Amenity Center
    7. Northstar Business Park, Bl 1, Lts 3R-1

- **Project Final Acceptances** – There were 8 projects accepted.

    1. Celebration Covenant Church Bl A Lt 2A
    2. Celebration Covenant Church Parking Lot
    3. Knolls of Frisco, Phase 2B
    4. Frisco Sports Complex Plaza Landscaping
    5. City Hall and Main Library
    6. Cottonwood Branch Channel Improvements
    7. Duke Office Park Bl A Lots 2&3 (T-mobile)
    8. Christie Ranch, Phase 2C

Project Reviews – Staff has completed Forty Three (43) engineering reviews.

- **American with Disabilities Transition Plan**

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

removal program. This project is anticipated to be complete by December 2012.

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

Roadway Construction Projects

FM 423 [Middle] (CIP03-0109) Stewart Creek to Eldorado Pkwy
Project Manager: Jason Brodigan
Project Description: *Replace the existing two-lane asphalt roadway with a six-lane concrete divided roadway. Project includes paving and drainage.*
Project Update: *Austin Bridge and Road has begun paving the three northbound lanes.*
Construction End: 9/4/2012 ***Estimated Construction Cost: $0***

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: *Construction is 95% complete. Sinacola is completing medians and sidewalks.*
Construction End: 6/1/2012 ***Estimated Construction Cost: $179,005***

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 is working on completing southbound lanes between Main Street and Preston Manor.*
Construction End: 6/29/2012 ***Estimated Construction Cost: $10,166,838***

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 will begin construction in April.*
Construction End: 8/18/2012 ***Estimated Construction Cost: $869,584***

Roadway Design Projects

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***

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***

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***

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

Project Manager: Jason Brodigan

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

Project Update: *Design is complete. Right of way acquisition is underway. Construction will begin once franchise utilities are relocated.*

Construction Begin: 9/4/2012 ***Estimated Construction Cost: $5,650,072***

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 Corps of Engineers permit has been received for final signature. An agreement to add the railroad bridge for the underpass is being prepared by BNSF and is expected to be ready for City execution in May.*

Construction Begin: 9/28/2012 ***Estimated Construction Cost: $14,257,471***

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: 10/15/2012 ***Estimated Construction Cost: $724,000***

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 95% complete. The project is expected to bid in July and construction should begin in August.*

Construction Begin: 8/6/2012 ***Estimated Construction Cost: $5,400,000***

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: *Plans are complete. Right of way acquisition is underway. Construction will begin once franchise utilities are relocated out of the way of new construction. Franchise companies are struggling to keep pace with the construction demand in the North Texas area.*

Construction Begin: 9/4/2012 ***Estimated Construction Cost: $8,908,669***

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: *Advertising for bids began April 13. Bids will be opened on May 10, 2012. Construction is expected to begin in June.*

Construction Begin: 6/15/2012 ***Estimated Construction Cost: $14,000,000***

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: *Right of way and easement acquisition is on-going. Franchise relocations will begin when property is acquired.*

Construction Begin: Not Scheduled ***Estimated Construction Cost: $1,801,293***

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: 1/7/2013 ***Estimated Construction Cost: $0***

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

Project Manager: Jason Brodigan

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

Project Update: *TxDOT has bid the project. Texas Sterling, the contractor, will begin work when franchise utility relocation is completed.*

Construction Begin: 8/13/2012 ***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: 7/9/2012 ***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: *Bid phase complete. Right of way acquisition is underway. Franchise utilities relocations will begin in May. Construction is expected to begin in June.*

Construction Begin: 6/4/2012 ***Estimated Construction Cost: $1,500,000***

2012 Annual Sidewalk (CIP12-0001)

Project Manager: Tin Nguyen

Project Description:

Project Update: *Contractor is preparing to begin work on the sidewalk locations for the 2012 Sidewalk program. This project prioritizes additions to sidewalk throughout the city, primarily focused on providing walking routes to schools. Work is expected to begin in late May/early June.*

Construction Begin: 6/4/2012 ***Estimated Construction Cost: $200,000***

Wastewater Design Projects

West Rowlett Creek WW Main Extension (CIP11-0021) Independence to Coit
Project Manager: David L Chacon
Project Description:
Project Update: *#Error*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $0***

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)
Project Manager: David L Chacon
Project Description: *Install new 24" wastewater line.*
Project Update: *Design is 60 percent complete. Easement acquisition is in progress.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $3,253,434***

Panther Creek Reuse Line (CIP11-0002) Panther Creek WWTP to Trails Golf Course
Project Manager: Art Hartle
Project Description:
Project Update: *Prepared engineering contract and submitted for Council action on April 17, 2012.*
Construction Begin: 5/1/2012 ***Estimated Construction Cost: $4,000,000***

Fairways LS Generator (CIP11-0004) within Fairways LS property
Project Manager: Art Hartle
Project Description: *Install emergency generator*
Project Update: *Bids are to be opened on May 24, 2012. Construction will begin in June.*
Construction Begin: 6/22/2012 ***Estimated Construction Cost: $740,163***

Water Design Projects

Main Street Waterline Relocations (CIP09-0011) Preston Road to Custer Road
Project Manager: David L Chacon
Project Description: *Relocate existing waterline outside of the proposed right of way in preparation for Main Street construction.*
Project Update: *Easement acquistion continues. Project is expected to begin construction in June.*
Construction Begin: 6/22/2012 ***Estimated Construction Cost: $4,137,000***

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: *Easement and site location under review. 60% plans have been reviewed by City.*
Construction Begin: Not Scheduled ***Estimated Construction Cost: $4,007,000***

Transportation Highlights:

- **Development/CIP Plan Reviews** – Staff reviewed 61 sets of development and CIP plans this month. Staff also reviewed and processed four TxDOT permit applications.
- **Citizen Inquiries** – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- **Miscellaneous Traffic Studies** – Staff continues to update the crash database (based on police reports) and uses new software purchased in 2011 to generate reports and proactively analyze the data. Staff is currently overseeing three studies

that are analyzing the effectiveness and costs of potential options to change the physical configuration of five intersections (Main & Legacy, Main & Frisco Square Blvd, and Ohio Drive at Gaylord, Warren, and Prestmont). 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 observed traffic operations at one campus at the request of citizens, planned for temporary school zone signs for summer school, and arranged for all crossing guards to count the number of pedestrians at their location as part of our annual data collection.
- **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 three FC Dallas soccer games, the Dallas Cup soccer tournament, the Dallas Cup 5K race, the Freedom Run 5K race, the Arts in the Square festival, and the Shattered Dreams event.
- **Staff** –Two of our traffic engineer positions are currently frozen.
- **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). Staff has also been involved in the update of the entire set of Engineering Design Standards and has coordinated changes with the Thoroughfare Standards. Staff met with the FDC this month to go over their remaining comments and incorporated some additional changes as a result. The revised Standards will have a public hearing at the P&Z Commission on May 8. The standards are expected to be brought to City Council for approval in May or June.
- **Traffic Count Map** – The traffic count map is available on the City's website at maps.friscotexas.gov**.** It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- **Traffic Control** – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones and sends announcements to all City services regarding road closures and traffic switches. Staff is coordinating with TxDOT on major detours and weekend closures of sections of Preston Road, Custer Road, and FM 423 during those widening projects.
- **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 66 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely. The newest PTZ camera was installed this month on Independence at Rolater.
- **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.
- **Flashing Yellow Arrow** – The Flashing Yellow Arrow (FYA) left-turn display is a new federally mandated way of controlling the left-turn movement at traffic signals. Instead of a circular green indication, motorists will now be shown a flashing yellow arrow to indicate when they are permitted to turn left (after yielding to oncoming

traffic). FYA left-turn displays were installed in April at the following locations: Preston at Hickory, Legacy at Lakehill, Independence at Rolater, Parkwood at Lebanon, Legacy at Town & Country and Legacy at Stonebriar. FYA left-turn displays will be installed in May at the following locations: Legacy at Warren, Legacy at Academy and Legacy at Stonebrook. All new traffic signal installations will have the FYA and approximately four existing intersections per month are planned to be retrofitted, which will take about 2 years to complete. A website has been created to inform citizens about the FYA with a link to the FYA video at www.friscotexas.gov/FYA.

- **Training and Conference Attendance** – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in the Texas Section of ASCE and is the President Elect of the ASCE Dallas Branch. This month staff attended the statewide TexITE conference in San Marcos, Texas.
- **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 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 (Shattered Dreams, the Dallas Cup 5K and Arts in the Square).

  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	2295
Total lamp fixtures maintained by City	3964
Proportion of City lighting currently operating	99%

- **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 NTTA. Staff met with

NTTA and TxDOT on February 27, 2012 to address the comments. Phase 3 of the project has now started and is expected to be complete by July 2012. Phase 3 will identify and document all the signs that are needed for implementation. Phase 4, the installation of the signs, could start by the late 2012 depending on the availability of funding.

Traffic Signal Construction Projects

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: *The signal contractor has installed the signal pole foundations and underground conduits for the new traffic signal.*
Construction End: 7/1/2012 ***Estimated Construction Cost: $410,475***

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***

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: *New pedestrian pole foundations have been installed and the contractor is working on the new ADA ramps at each of the intersections.*
Construction End: 7/31/2012 ***Estimated Construction Cost: $195,755***

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 65% 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 95% complete and is awaiting TxDOT review of approval of the plans.*

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

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***

Arterial Lighting Design Projects

Lebanon Rd (CIP11-0013) FM 423 to West City Limits
Project Manager: Shelley Lang
Project Description: *Install median lighting on Lebanon Rd between FM 423 and Frisco's West City Limits.*
Project Update: *Design is 90% complete.*

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

Legacy Dr (CIP11-0014) Eldorado Pkwy to Crane Ave
Project Manager: Shelley Lang
Project Description: *Install median lighting on Legacy between Eldorado and Crane.*
Project Update: *Design is 90% complete.*

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

Ohio Dr (CIP11-0015) Wade Blvd to Hillcrest Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio between Wade and Hillcrest.*
Project Update: *Design is 90% complete.*

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

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 100% complete.*

Construction Begin: 7/2/2012 ***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 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $76,221***

OhioDr/College Pkwy (CIP07-0012) Hillcrest Rd to Coit Rd
Project Manager: Shelley Lang
Project Description: *Install median lighting on Ohio/College between Hillcrest and Coit.*
Project Update: *Design is 90% complete.*

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

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 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $146,160***

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

Project Manager: Shelley Lang
Project Description: *Install median lighting on Parkwood Blvd between Lebanon Rd and Stonebrook Pkwy.*
Project Update: *Design is 90% complete.*

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

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 100% complete and is awaiting TxDOT approval of final plans.*

Construction Begin: 7/2/2012 ***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 awating TxDOT final approval. Construction of this project will begin upon completion of the Preston Road widening project.*

Construction Begin: 8/1/2012 ***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 90% 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 100% complete.*

Construction Begin: 7/2/2012 ***Estimated Construction Cost: $62,250***

AGENDA ITEM #10.

Q2 FY11/12 Economic Development Projects









May 1, 2012
Frisco Economic Development Corporation

Q2 FY11/12 FEDC PROJECTS

During the second quarter of FY11/12, the FEDC facilitated and/or executed Performance Agreements with five (5) projects, which are anticipated to:

- Construct or occupy over 164,000 square feet of new space
- Potential new capital investment in excess of $8.8 million
- Potential creation/retention of 556 jobs in the City of Frisco

PET ECOLOGY

- Manufactures and distributes health related and "green" pet products
- Potential 24,000 SF of office and manufacturing space
- Potential capital investment of $555,000
- Potential creation/retention of 57 direct jobs

MARQUIS SOFTWARE SOLUTIONS, INC.

- Marquis Software Solutions, Inc. provides marketing, sales, and compliance solutions for financial institutions
- Potential 7,500 SF of office space
- Potential capital investment of $100,000
- Potential creation of 42 new direct jobs

MITEL NETWORKS

- Mitel Networks is a leading global provider of business communications and collaboration software and services
- Potential 12,000 SF of office space
- Potential investment of $410,000
- Potential creation of 82 new direct jobs

WANAMAKER FRISCO ONE (ACADEMY)

- Academy Sports & Outdoors is one of the largest retailers of sporting goods in the U.S.
- Potential 70,000 SF retail store
- Potential investment of $5.5 million
- Potential creation of 125 new direct jobs

MONEYGRAM PAYMENT SYSTEMS

- MoneyGram International, Inc. is the second-largest money transfer company in the world
- Potential 51,000 SF of office space
- Potential capital investment of $2.8 million
- Potential creation of 250 new direct j

FEDC PROJECTS

Q1-Q2 FY11/12
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 FY11/12	9	258,971	$79,610,500	413	394	807
Q2 Fy11/12	5	164,500	$8,865,000	556	0	556
Total	14	423,471	$88,475,500	969	394	1,363

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

AGENDA ITEM #11.

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: **April 27, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

These Committees did not meet since the last City Council meeting.

The Veterans' Committee met on April 19th.

AGENDA ITEM #12.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **May 1, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute agreements for Individual Permit (SWF-2007-00281) mitigation by and between the City of Frisco and Trinity River Mitigation Bank and Bunker Sands Mitigation Bank for the construction of the Stonebrook Parkway Phase II**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to execute agreements for Individual Permit (SWF-2007-00281) mitigation by and between the City of Frisco and the Trinity River Mitigation Bank (TRMB) and Bunker Sands Mitigation Bank (BSMB) for the construction of the Stonebrook Parkway Phase II.

Background Information: Stonebrook Parkway Phase II includes constructing a 6-lane divided section from Fighting Eagles Lane to Longhorn Trail. The total length of the roadway is approximately 1,350 feet and includes paving, drainage, landscaping, street lighting, 8 inch wastewater line and 12" water line.

Stonebrook Parkway Phase II will encroach upon jurisdictional waters of the U.S. which requires the City to obtain a Section 404 Individual Permit from the United States Army Corps of Engineers (USACE).

The USACE issued an Individual Permit (SWF-2007-00281) to the City with the condition that the City mitigate for the loss of wetland habitat and stream funcitions. The mitigation will be provided by purchasing mitigation banking credits. The credits to be purchased are:

	Mitigation Type	Number of Credits	Cost
Trinity River Mitigation Bank (TRMB)	Stream	29.6	$444,000
Bunker Sands Mitigation Bank (BSMB) (Wetlands Management LP)	Wetland	3.4	$68,388
			$512,388

Exhibits "A" and "B" include the purchase agreements from each entity.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution;
- Deny approval of the Resolution.

Financial Considerations: The cost will be funded from the General Obligation Bonds appropriated for this project.

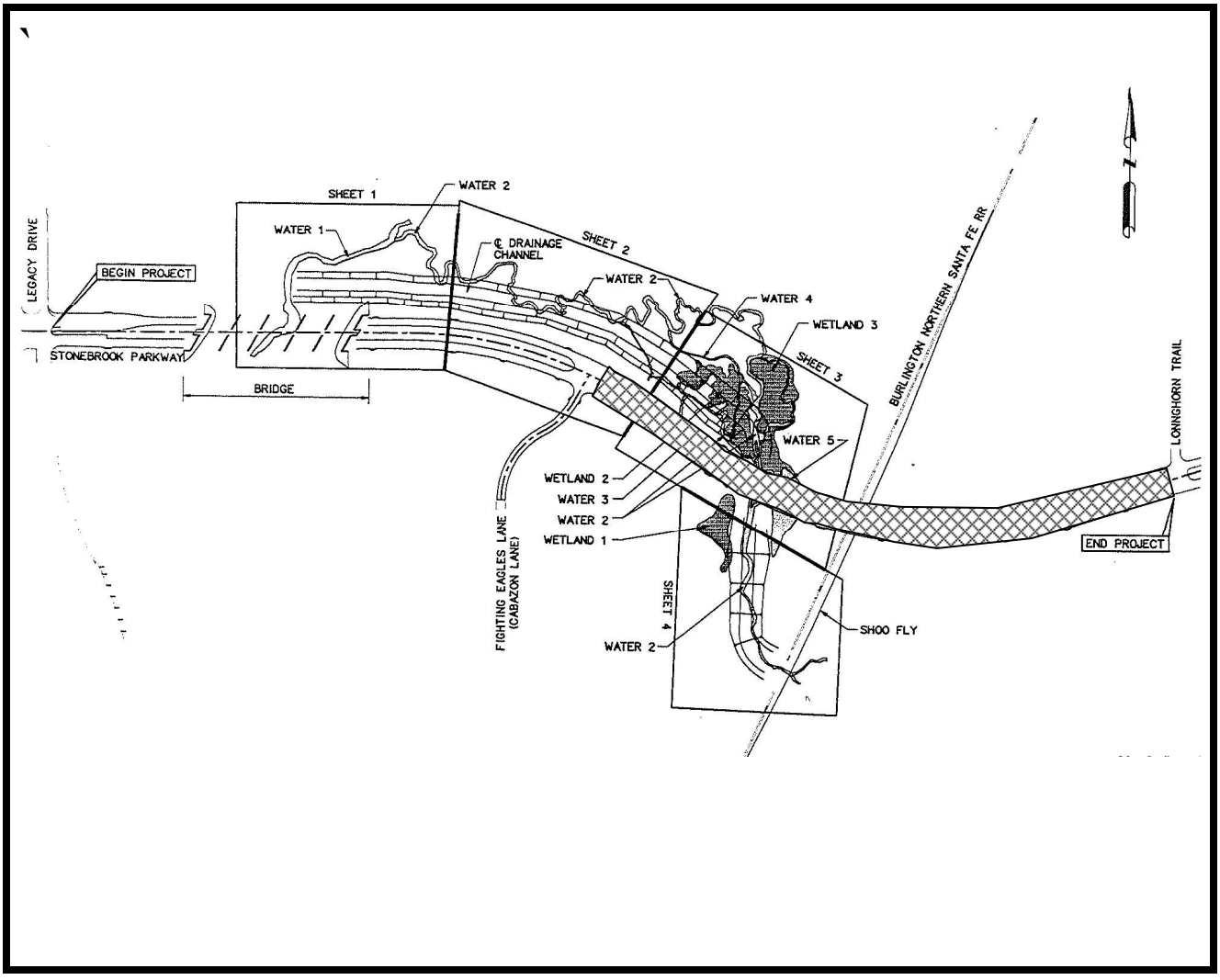
Legal Review: The City Attorney has reviewed and approved these Agreements.

Supporting Documents:
- Location Map
- Resolution
- Mitigation Purchase Agreements

Staff Recommendation: Staff recommends approval of the Resolution. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Individual Permit (SWF-2007-00281)
Mitigation
Stonebrook Parkway Phase II
May 1, 2012



Project Location

CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR INDIVIDUAL PERMIT (SWF-2007-00281) MITIGATION BY AND BETWEEN THE CITY OF FRISCO AND TRINITY RIVER MITIGATION BANK AND BUNKER SANDS MITIGATION BANK FOR THE CONSTRUCTION OF THE STONEBROOK PARKWAY PHASE II; 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, agreements for Individual Permit (SWF-2007-00281) mitigation by and between the City of Frisco, Texas and United States Army Corps of Engineers Fort Worth District for the construction of the Stonebrook Parkway Phase II, a copy of which is attached hereto as Exhibit "A" and "B" 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

CREDIT SALES AGREEMENT

This Credit Sales Agreement (the "Agreement") is entered into by and between Trinity River Mitigation Bank, L.P., a Texas limited partnership ("TRMB"), and City of Frisco (the "Purchaser").

R E C I T A L S:

A. Pursuant to that certain Mitigation Banking Instrument Agreement dated April, 2001 (the "MBI") between, among others, Wetland Partners, L.P., a Texas limited partnership ("Wetland Partners"), as the sponsor, West Fork Partners, L.P., a Texas limited partnership ("West Fork") and the U.S. Army Corp of Engineers ("USACE"), Wetland Partners, as Sponsor of the Bank, and West Fork established the Trinity River Mitigation Bank under Permit Number 199800370 (the "Bank").

B. TRMB is the successor in interest to West Fork's rights under the MBI, although West Fork remains the owner of the surface of real property subject to the MBI.

C. Pursuant to the terms of the MBI, TRMB and Wetland Partners, as Sponsor of the Bank, intend to develop, restore, enhance, create and preserve wetlands, open water and riparian habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

D. The Purchaser is developing certain real property, and in conjunction with such development, USACE has required that the Purchaser provide off-site wetland mitigation to compensate for impacts to USACE jurisdictional wetlands.

E. The Purchaser desires to purchase twenty nine and six-tenths (29.6) Credits to satisfy the Purchaser's mitigation obligation.

A G R E E M E N T:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and TRMB agree as follows:

1. **Sale of the Credits**. TRMB hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from TRMB, twenty nine and six-tenths (29.6) Credits.

2. **Payment for Credits**. In consideration of the delivery of the Credits, the Purchaser agrees to pay to TRMB the sum of Four Hundred Forty Four Thousand Dollars ($444,000) for all of the Credits purchased pursuant to this Agreement.

3. **Representations**.

(a) Representations of TRMB. TRMB represents to the Purchaser the following:

(i) TRMB is a Texas limited partnership, duly formed and validly existing;

(ii) the Credits are free and clear of all liens, pledges, security interests or other encumbrances other than those imposed by the MBI;

(iii) TRMB has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and

(iv) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of TRMB, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

(v) The Bank is operated, and will continue to be operated, in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number 199800370.

Other than as expressly set forth above, TRMB does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to TRMB the following:

(i) the Purchaser is a city, duly formed and validly existing;

(ii) the Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and

(iii) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to TRMB.

4. **Confidentiality**. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, TRMB, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by TRMB in writing.

5. **Notices**. Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

6. **Binding Agreement; Assignment**. This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by TRMB or the Purchaser without the written consent of the other.

7. **Restriction on Recordation**. Neither this Agreement nor any notice, memorandum nor notation thereof shall be recorded or disclosed by TRMB or the Purchaser in any public records or in any document made public.

8. **Attorney's Fees**. If there is a dispute between the Purchaser and TRMB under this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees and appellate and post-judgment proceedings and all costs thereof.

9. **Final Agreement**. This Agreement embodies the whole agreement of the Purchaser and TRMB. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and TRMB not otherwise contained in this Agreement.

10. **Captions**. The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

11. **Modification**. This Agreement may not be modified except by written instrument executed by both the Purchaser and TRMB.

12. **Choice of Laws: Venue**. This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall be in Dallas, Dallas County, Texas.

13. **Partial Invalidity**. Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.

14. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Purchaser and TRMB have executed this Agreement effective for all purposes as of the _____ day of _____, 2012.

TRMB:

TRINITY RIVER
MITIGATION BANK, L.P.
a Texas limited partnership

By: Wetland Partners, L.P.
Its: General Partner

By: WF Investments, Inc.
Its: General Partner

By: _____
Wallace L. Hall, Jr.
Its: President

Address: 5956 Sherry Lane, Suite 1810
Dallas, Texas 75225

Telephone: (214) 891-0920
Facsimile: (214) 891-9855
Tax ID #: 20-2137693

THE PURCHASER:

City of Frisco
A city in the state of Texas

By: _____
George Purefoy
Its: City Manager
Address: 6101 Frisco Square Blvd
Frisco, TX 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5100

MITIGATION CREDIT SALES AGREEMENT

This Mitigation Credit Sales Agreement (the "Agreement") is entered into by and between Wetlands Management, L.P., a Texas limited partnership ("Wetlands"), and City of Frisco, (the "Purchaser").

RECITALS:

A. This Agreement is entered into pursuant to that certain Mitigation Banking Instrument Agreement dated April 30, 2008, (the "MBI") between, among others, Wetlands Management, L.P., a Texas limited partnership ("Wetlands"), as the sponsor, and the U.S. Army Corp of Engineers ("USACE") which established the Bunker Sands Mitigation Bank (BSMB) under Permit Number SWF-2004-00420 (the "Bank").

B. Pursuant to the terms of the MBI, Wetlands intends to develop, restore, enhance, create and preserve wetlands, and open water habitat on certain real property described in the MBI in exchange for mitigation bank credits authorized by USACE (the "Credits").

C. The Purchaser is constructing certain roadway infrastructure, and in conjunction with such construction, USACE has required that the Purchaser provide off-site wetland mitigation to compensate for impacts to USACE jurisdictional waters.

D. The Purchaser desires to purchase 3.4 credits to satisfy the Purchaser's mitigation obligation for 1.4 acres of impact to low quality wetland habitat and 0.97 acre of impact to medium quality wetland habitat. The Purchaser's Permit Number is SWF-2007-00281.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration described in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Wetlands agree as follows:

1. Sale of the Credits. Wetlands hereby agrees to sell and assign, and does hereby sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase and accept, and does hereby purchase, accept, acquire and receive from Wetlands, 3.4 credits.

2. Payment for Credits. In consideration of the delivery of the Credits, the Purchaser agrees to pay to Wetlands the sum of Sixty Eight Thousand Three Hundred Eighty Eight and No/100 ($68,388) for all of the Credits purchased pursuant to this Agreement.

3. Representations.

(a) Representations of Wetlands. Wetlands represents to the Purchaser the following:

(i.) The Credits are free and clear of all liens, pledges, security interests or other encumbrances other than those imposed by the MBI;
(ii.) Wetlands has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement;
(iii.) Wetlands shall issue to Purchaser such documentation as is required by USACE to show the purchase of 3.4 Credits was consummated by Purchaser in accordance with the MBI;
(iv.) this Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of Wetlands, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights; and
(v.) Wetlands is operating and will continue to operate the Bank in accordance with all applicable USACE laws, regulations, orders, permit requirements, agreements and guidance, including, without limitation, the MBI and Permit Number SWF-2004-00420.

Other than as expressly set forth above, Wetlands does not make any representations or warranties to Purchaser, including, without limitation, the suitability of the Credits or whether or not the Credits will satisfy, in whole or part, any mitigation obligation of the Purchaser.

(b) Representations of Purchaser. The Purchaser represents to Wetlands the following:

(i.) The Purchaser has duly taken all action necessary to authorize its execution and delivery of this Agreement and to authorize the consummation and performance of the transactions contemplated by this Agreement; and
(ii.) This Agreement, and all other agreements executed in connection with this Agreement, are the legal, valid and binding obligations of the Purchaser, enforceable in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights.

Other than as expressly set forth above, Purchaser does not make any representations or warranties to Wetlands.

1. Confidentiality. The Purchaser shall keep absolutely confidential the existence of this Agreement, its terms, and all information regarding the MBI, Wetlands, the Credits and the Bank that the Purchaser learned, was provided or was otherwise disclosed to Purchaser in connection with the negotiation, execution and consummation of this Agreement, except for the disclosure of those items that are already in the public domain, where disclosure is otherwise required by law, or the disclosure is approved by Wetlands in writing. Wetlands acknowledges that the Purchaser is subject to the Texas Public Information Act, and that the Purchaser's confidentiality obligations hereunder are subject and subordinate to the Purchaser's obligations under that act.

2. Notices. Notices or other communications under this Agreement by either party to the other shall be given or delivered sufficiently if they are in writing and are delivered personally, or are dispatched by registered or certified mail, postage pre-paid, or facsimile, addressed or delivered to the other party as set forth on the signature pages to this Agreement.

3. Binding Agreement; Assignment. This Agreement, and its benefits and obligations, shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may not be assigned by Wetlands or the Purchaser without the written consent of the other.

4. Restriction on Recordation. Neither this Agreement nor any notice, memorandum nor notation thereof shall be recorded or disclosed by Wetlands or the Purchaser in any public records or in any document made public, except where disclosure is otherwise required by law.

5. Attorney's Fees. If there is a dispute between the Purchaser and Wetlands under this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees, paralegal's fees and appellate and post-judgment proceedings and all costs thereof.

6. Final Agreement. This Agreement embodies the whole agreement of the Purchaser and Wetlands. This Agreement shall supersede all previous communications, discussions, representations, advertisements, proposals or agreements either verbal or written, between the Purchaser and Wetlands not otherwise contained in this Agreement.

7. Captions. The captions in this Agreement are included for convenience only and shall be given no legal effect whatsoever.

8. Modification. This Agreement may not be modified except by written instrument executed by both the Purchaser and Wetlands.

9. Choice of Laws: Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for all disputes with respect to this Agreement shall be in Dallas, Dallas County, Texas.

10. Partial Invalidity. Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such a determination shall not render void, invalid or unenforceable any other part of this Agreement, provided, however, that the parties receive the full consideration bargained for hereunder.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Purchaser and Wetlands have executed this Agreement effective for all purposes as of the _____ day of _____, 2012.

WETLANDS:

WETLANDS MANAGEMENT, L.P.

By:_____
John M. Dziminski
Its: President

Address: 2101 Cedar Springs Road
Suite 1600
Dallas, TX 75201

Telephone: 214-849-9144

THE PURCHASER:

City of Frisco

By: _____
George Purefoy
Its: City Manager

Address: 6101 Frisco Square Blvd.
Frisco, TX 75034

Telephone: 972-292-5105

AGENDA ITEM #13.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **May 1, 2012**

Subject: **Consider and act upon award of bid to McMahon Contracting L.P. and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the John Hickman Parkway Improvements (West of Preston Road to Ohio Drive) (Bid No. 1203-046) and authorizing construction phase contingencies.**

Action Requested: Consider and act upon award of bid to McMahon Contracting, L.P. in the amount of $1,214,663.43 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the John Hickman Parkway Improvements (West of Preston Road to Ohio Drive) (Bid No. 1203-046) and construction phase contingencies.

Background Information: This project is for the construction of a two lane road from approximately 200 feet west of Preston Road to Ohio Drive. The total length of the new roadway construction is approximately 1500 feet.

The project includes grading, paving, drainage, water, wastewater, traffic signal, illumination, landscaping and irrigation.

Staff opened five bids on April 19, 2012. McMahon Contracting L.P. is the apparent low bidder at $1,214,663.43. Bids range from $1,214,663.43 to $1,765,724.44.

A contingency amount of $100,000 is requested during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change orders negotiated between staff and the contractor as construction progresses. Construction of this project is expected to begin on June 4, 2012 and to be completed by September 29, 2012.

Alternatives: The City Council could consider the following alternatives:

- Approval of Bid Award and Resolution;
- Deny the award of bid and approval of the Resolution.

Financial Considerations: Funding for the construction of this project will come from the General Obligation Funds.

Legal Review: The Contract Documents are the City's Standard Form of Agreement for Construction Services, as approved by the City Attorney.

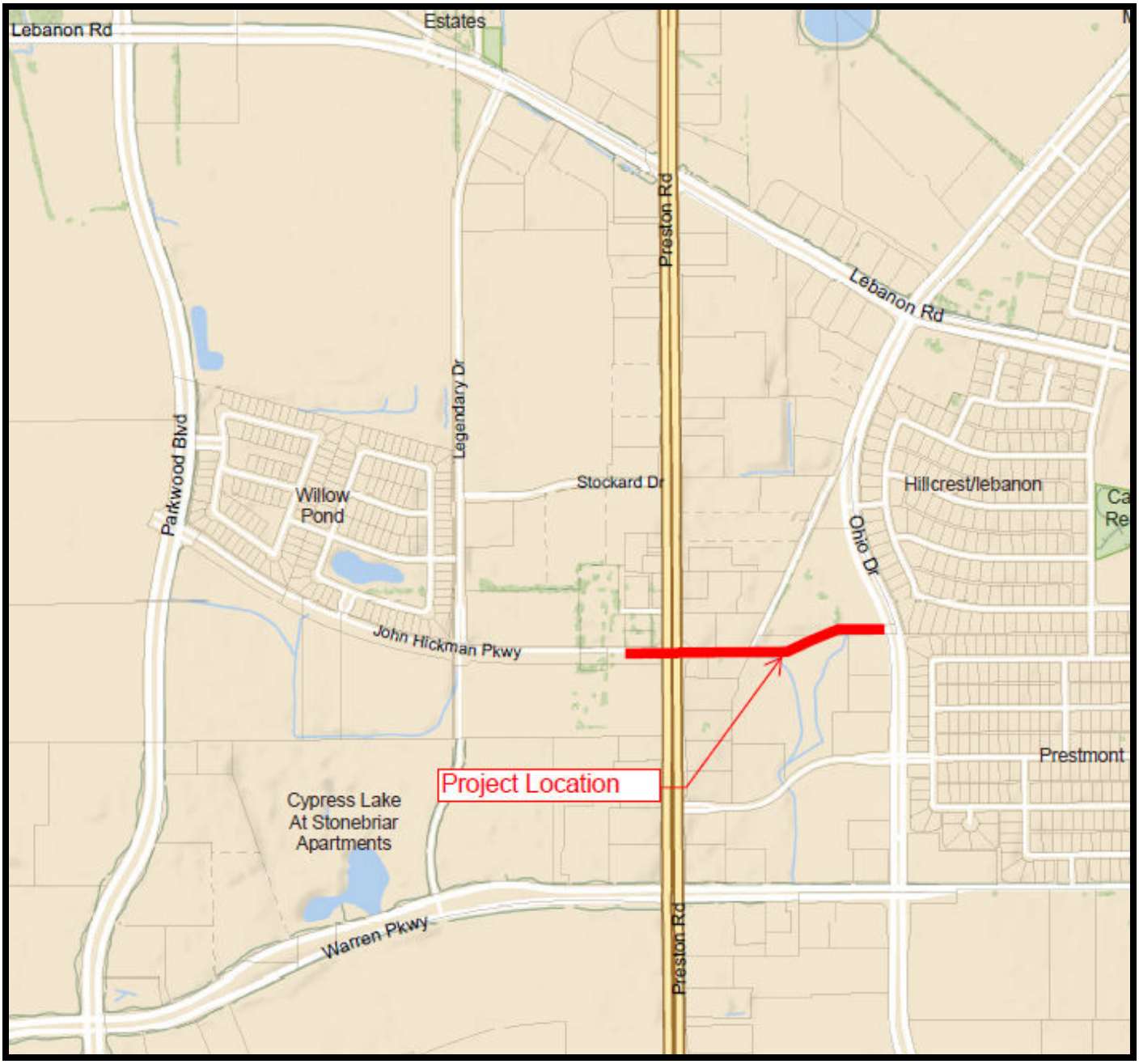
Supporting Documents: Supporting documents include the following items:

- Location Map
- Copy of Resolution
- Copy of Standard Form of Agreement for Construction Services
- Letter of Recommendation
- Bid Tabs

Staff Recommendation: Staff recommends approval of the award of bid to McMahon Contracting L.P. in the amount of $1,214,663.43 and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for the John Hickman Parkway Improvements (West of Preston Road to Ohio Drive) (Bid No. 1203-046) and construction phase contingencies. Staff will be available during the meeting to address questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

John Hickman Parkway Improvements
(West of Preston Road to Ohio Drive)
May 1, 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 A STANDARD FORM AGREEMENT FOR CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND MCMAHON CONTRACTING L.P. FOR JOHN HICKMAN PARKWAY IMPROVEMENTS (WEST OF PRESTON ROAD TO OHIO DRIVE); AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Form Agreement for Construction Services by and between the City of Frisco, Texas and McMahon Contracting L.P. for John Hickman Parkway Improvements (West of Preston Road to Ohio Drive), a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: In addition to the authority of the City Manager of the City of Frisco, Texas to execute the Standard Form Agreement for Construction Services for John Hickman Parkway Improvements (West of Preston Road to Ohio Drive), the City Council hereby authorizes the City Manager of the City of Frisco, Texas to utilize construction phase contingencies towards the construction of the project for an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00).

SECTION 3: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the _____ day of _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into on this the ___ day of _____, 20___ by and between the City of Frisco (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows: clearing and grubbing, pavement removal, wastewater lift station removal, grading, enclosed storm drain systems, lime stabilized subgrade, HMAC pavement, reinforced concrete pavement, sidewalks, water and wastewater installation, signing, pavement markings, traffic signal, roadway illumination, sod and seeding, irrigation modifications and landscape planting.

Plans and specifications prepared by: Halff Associates, Inc., 3803 Parkwood Blvd. #800, Frisco, Texas, 75034

All extra Work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR'S own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this Agreement setting forth the Work to be performed; advertisement to bidders, instructions to bidders, bid form; addendum, if any; technical specifications; the general and special conditions, plans; any supplemental changes or agreements pertaining to the Work or materials thereof; all bonds referenced in the Contract; and any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents prior to **September 29, 2012**. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at is option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

OWNER: **CITY OF FRISCO**	CONTRACTOR:
_____	_____
_____ Printed/Typed Name	_____ Printed/Typed Name
_____ Title	_____ Title
_____ Attest	_____ Attest
(CORPORATE SEAL)	(CORPORATE SEAL)

Address for giving notices:	Address for giving notices:
City Manager's Office 5th Floor 6101 Frisco Square Blvd. Frisco, TX 75034	_____ _____ _____ _____
Engineering Services Department 3rd Floor 6101 Frisco Square Blvd. Frisco, TX 75034	

HALFF

April 20, 2012
28570

Toyin Fawehinmi, P.E.
City of Frisco
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

RE: John Hickman Parkway Improvements – Bid Opening

Dear Mr. Fawehinmi:

Bids were taken for the referenced project on Thursday, April 19, 2012. The bid tabulation is attached to this letter for reference.

Based on the bid information provided, Halff has confirmed that there were no mathematical errors in the bids submitted and McMahon Contracting, LP is the low bidder.

McMahon Contracting has previously constructed Halff designed projects of similar scope and size in the Town of Copper Canyon, Texas. To the best of our knowledge, McMahon was able to complete the work for these projects in accordance with the plans and specifications. Based on a review of the bid pricing submitted, there does not appear to be any unbalanced unit pricing.

Based on the information available to us and contingent upon the Contractor's ability to secure the necessary bonds, Halff Associates recommends award of the project in the amount of $1,214,663.43 to McMahon Contracting, LP.

Should you have any questions or require any additional information, do not hesitate to contact me.

Sincerely,

HALFF ASSOCIATES, INC.

Dennis Satre, P.E.
Project Manager

HALFF ASSOCIATES, INC.

3803 PARKWOOD BLVD., SUITE 800
FRISCO, TX 75034-8641

TEL (214) 618-4570
FAX (214) 618-4574

WWW.HALFF.COM

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Paving																
P-1	17113	MOBILIZATION	LS	1	$60,000.00	$60,000.00	$55,500.00	$55,500.00	$70,000.00	$70,000.00	$80,000.00	$80,000.00	$88,000.00	$88,000.00	$65,000.00	$65,000.00
P-2	24100	GENERAL SITE PREPARATION	LS	1	$20,991.80	$20,991.80	$67,000.00	$67,000.00	$51,300.00	$51,300.00	$90,000.00	$90,000.00	$392,250.00	$392,250.00	$75,000.00	$75,000.00
P-3	24100	PAVEMENT REMOVAL	SY	2,597	$9.44	$24,515.68	$9.20	$23,892.40	$12.00	$31,164.00	$20.00	$51,940.00	$5.58	$14,491.26	$7.00	$18,179.00
P-4	24100	SIDEWALK REMOVAL	SY	112	$4.44	$497.28	$4.20	$470.40	$6.00	$672.00	$15.00	$1,680.00	$4.54	$508.48	$7.00	$784.00
P-5	24100	REMOVE & DISPOSE EXISTING INLET	EA	4	$540.16	$2,160.64	$525.00	$2,100.00	$300.00	$1,200.00	$500.00	$2,000.00	$361.65	$1,446.60	$1,000.00	$4,000.00
P-6	24100	REMOVE & DISPOSE EXISTING RCBC HEADWALL	EA	1	$866.88	$866.88	$2,350.00	$2,350.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$2,057.00	$2,057.00	$1,000.00	$1,000.00
P-7	24100	REMOVE & DISPOSE EXISTING PIPE	LF	287	$6.04	$1,733.48	$9.45	$2,712.15	$12.00	$3,444.00	$10.00	$2,870.00	$8.36	$2,399.32	$20.00	$5,740.00
P-8	312316	EXCAVATION (ROADWAY)	CY	1,983	$9.73	$19,294.59	$15.75	$31,232.25	$20.00	$39,660.00	$10.00	$19,830.00	$16.13	$31,985.79	$3.50	$6,940.50
P-9	312413	EMBANKMENT (FINAL)	CY	2,096	$6.50	$13,624.00	$2.10	$4,401.60	$5.00	$10,480.00	$10.00	$20,960.00	$16.39	$34,353.44	$5.00	$10,480.00
P-10	312500	SILT FENCE (INSTALL / MAINTAIN / REMOVE)	LF	2,570	$0.66	$1,696.20	$1.31	$3,366.70	$1.50	$3,855.00	$2.00	$5,140.00	$1.20	$3,084.00	$10.00	$25,700.00
P-11	312500	INLET PROTECTION (INSTALL / MAINTAIN / REMOVE)	EA	6	$33.00	$198.00	$70.00	$420.00	$100.00	$600.00	$150.00	$900.00	$60.00	$360.00	$100.00	$600.00
P-12	312500	TEMPORARY CONSTRUCTION ENTRANCE	SY	973	$5.00	$4,865.00	$20.00	$19,460.00	$10.00	$9,730.00	$10.00	$9,730.00	$9.00	$8,757.00	$5.00	$4,865.00
P-13	321113	LIME TREATMENT (6")	SY	9,000	$2.46	$22,140.00	$2.75	$24,750.00	$3.00	$27,000.00	$7.00	$63,000.00	$5.50	$49,500.00	$4.00	$36,000.00
P-14	321113	LIME	TN	324	$152.00	$49,248.00	$156.00	$50,544.00	$160.00	$51,840.00	$150.00	$48,600.00	$156.00	$50,544.00	$120.00	$38,880.00
P-15	321216	D-GR HMA (METH) TY-C PG64-22	TN	139	$94.00	$13,066.00	$110.00	$15,290.00	$100.00	$13,900.00	$100.00	$13,900.00	$90.00	$12,510.00	$60.00	$8,340.00
P-16	321313	REINFORCED CONCRETE PAVING (6")	SY	210	$42.36	$8,895.60	$32.65	$6,856.50	$38.00	$7,980.00	$35.00	$7,350.00	$44.10	$9,261.00	$35.00	$7,350.00
P-17	321313	REINFORCED CONCRETE PAVING (7")	SY	5,214	$32.67	$170,341.38	$32.65	$170,237.10	$42.00	$218,988.00	$40.00	$208,560.00	$44.00	$229,416.00	$40.00	$208,560.00
P-18	321313	REINFORCED CONCRETE PAVING (8")	SY	1,838	$39.25	$72,141.50	$41.65	$76,552.70	$46.00	$84,548.00	$42.00	$77,196.00	$50.50	$92,819.00	$43.00	$79,034.00
P-19	321313	CONCRETE PAVING (9") (CPCD)	SY	763	$43.46	$33,159.98	$49.45	$37,730.35	$51.00	$38,913.00	$50.00	$38,150.00	$54.50	$41,583.50	$45.00	$34,335.00
P-20	321313	CONCRETE PAVING (11") (CPCD)	SY	34	$81.75	$2,779.50	$75.00	$2,550.00	$72.00	$2,448.00	$45.00	$1,530.00	$125.00	$4,250.00	$60.00	$2,040.00
P-21	321313	UNREINFORCED CONCRETE PAVING (6")	SY	140	$30.36	$4,250.40	$32.65	$4,571.00	$36.00	$5,040.00	$32.00	$4,480.00	$38.10	$5,334.00	$33.00	$4,620.00
P-22	321400	CONCRETE PAVERS	SF	255	$12.38	$3,156.90	$8.80	$2,244.00	$15.00	$3,825.00	$5.00	$1,275.00	$12.50	$3,187.50	$45.00	$11,475.00
P-23	321613	CONCRETE CURB (6")(MONOLITHIC)	LF	3,513	$1.36	$4,777.68	$2.00	$7,026.00	$4.30	$15,105.90	$2.00	$7,026.00	$2.25	$7,904.25	$3.00	$10,539.00
P-24	321613	CONCRETE CURB (MONOLITHIC TxDOT TY II)	LF	256	$1.36	$348.16	$2.00	$512.00	$4.50	$1,152.00	$4.00	$1,024.00	$2.75	$704.00	$3.00	$768.00
P-25	321645	CONCRETE DRIVEWAY APPROACH	SY	569	$36.16	$20,575.04	$33.10	$18,833.90	$38.00	$21,622.00	$50.00	$28,450.00	$47.30	$26,913.70	$45.00	$25,605.00
P-26	321650	REINFORCED CONCRETE SIDEWALK (5")	SY	821	$32.85	$26,969.85	$31.25	$25,656.25	$31.00	$25,451.00	$30.00	$24,630.00	$37.75	$30,992.75	$40.00	$32,840.00
P-27	321655	INSTALL PED RAMP (TYPE 7)	EA	8	$576.84	$4,614.72	$800.00	$6,400.00	$880.00	$7,040.00	$1,200.00	$9,600.00	$400.00	$3,200.00	$1,200.00	$9,600.00
P-28	321655	INSTALL PED RAMP (TYPE 8)	EA	11	$656.31	$7,219.41	$800.00	$8,800.00	$850.00	$9,350.00	$1,100.00	$12,100.00	$500.00	$5,500.00	$1,500.00	$16,500.00
P-29	321655	INSTALL PED RAMP (TYPE 10)	EA	7	$603.06	$4,221.42	$815.00	$5,705.00	$820.00	$5,740.00	$1,100.00	$7,700.00	$400.00	$2,800.00	$1,200.00	$8,400.00
P-30	321660	MONOLITHIC MEDIAN NOSE TYPE 1	EA	3	$842.66	$2,527.98	$800.00	$2,400.00	$800.00	$2,400.00	$2,000.00	$6,000.00	$750.00	$2,250.00	$1,500.00	$4,500.00
P-31	321665	CONCRETE STREET HEADER	LF	58	$15.29	$886.82	$10.00	$580.00	$14.00	$812.00	$10.00	$580.00	$7.50	$435.00	$100.00	$5,800.00
P-32	321723	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	511	$1.10	$562.10	$1.05	$536.55	$1.10	$562.10	$1.00	$511.00	$1.00	$511.00	$1.00	$511.00
P-33	321723	REFL PAV MRK TY I (W) 8" (DOT)(100MIL)	LF	69	$2.75	$189.75	$2.65	$182.85	$2.30	$158.70	$3.00	$207.00	$2.50	$172.50	$2.75	$189.75
P-34	321723	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	725	$1.65	$1,196.25	$1.60	$1,160.00	$2.10	$1,522.50	$3.00	$2,175.00	$1.50	$1,087.50	$1.50	$1,087.50
P-35	321723	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	741	$3.30	$2,445.30	$3.15	$2,334.15	$3.40	$2,519.40	$4.00	$2,964.00	$3.00	$2,223.00	$2.75	$2,037.75
P-36	321723	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	199	$5.50	$1,094.50	$5.25	$1,044.75	$6.90	$1,373.10	$5.00	$995.00	$5.00	$995.00	$5.50	$1,094.50

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AGENDA ITEM #13.

AGENDA ITEM #13.

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ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
P-37	321723	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	7	$137.00	$959.00	$132.00	$924.00	$120.00	$840.00	$200.00	$1,400.00	$125.00	$875.00	$100.00	$700.00
P-38	321723	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	$181.00	$181.00	$175.00	$175.00	$240.00	$240.00	$250.00	$250.00	$165.00	$165.00	$150.00	$150.00
P-39	321723	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6	$148.00	$888.00	$142.00	$852.00	$130.00	$780.00	$158.00	$948.00	$135.00	$810.00	$150.00	$900.00
P-40	321723	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	2,135	$1.10	$2,348.50	$1.05	$2,241.75	$1.10	$2,348.50	$1.00	$2,135.00	$1.00	$2,135.00	$1.00	$2,135.00
P-41	321723	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	184	$3.30	$607.20	$3.15	$579.60	$3.40	$625.60	$5.00	$920.00	$3.00	$552.00	$2.75	$506.00
P-42	321723	TRAFFIC BUTTON TY II-C-R	EA	73	$3.30	$240.90	$3.15	$229.95	$4.00	$292.00	$4.00	$292.00	$3.00	$219.00	$3.50	$255.50
P-43	321723	TRAFFIC BUTTON TY II-A-A	EA	36	$3.30	$118.80	$3.15	$113.40	$4.00	$144.00	$4.00	$144.00	$3.00	$108.00	$3.50	$126.00
P-44	321723	REF PAV MRK TY II (W) 4" (SLD)	LF	120	$1.05	$126.00	$1.00	$120.00	$1.10	$132.00	$1.00	$120.00	$0.95	$114.00	$1.00	$120.00
P-45	321723	4" FIRE LANE STRIPING	LF	722	$1.10	$794.20	$1.05	$758.10	$1.70	$1,227.40	$2.00	$1,444.00	$1.00	$722.00	$2.00	$1,444.00
P-46	329119	TOPSOIL (4" DEPTH)	SY	9,548	$1.06	$10,120.88	$1.60	$15,276.80	$2.00	$19,096.00	$5.00	$47,740.00	$1.80	$17,186.40	$1.00	$9,548.00
P-47	329223	BLOCK SOD (BERMUDA)	SY	1,752	$2.20	$3,854.40	$2.30	$4,029.60	$2.50	$4,380.00	$4.00	$7,008.00	$3.30	$5,781.60	$2.50	$4,380.00
P-48	329223	HYDROMULCH (PER SEASONAL SPEC)	SY	7,796	$0.41	$3,196.36	$0.43	$3,352.28	$0.25	$1,949.00	$0.50	$3,898.00	$0.80	$6,236.80	$1.00	$7,796.00
P-49	344150	REMOVE & DISPOSE EXIS SM TRAFFIC SIGN & ASSEMBLY	EA	9	$165.00	$1,485.00	$160.00	$1,440.00	$170.00	$1,530.00	$150.00	$1,350.00	$150.00	$1,350.00	$65.00	$585.00
P-50	344150	SIGN & SIGN POST ASSEMBLY	EA	15	$478.00	$7,170.00	$460.00	$6,900.00	$500.00	$7,500.00	$400.00	$6,000.00	$435.00	$6,525.00	$340.00	$5,100.00
P-51	347113	BARRICADES, SIGNS AND TRAF HANDLING	MO	4	$1,880.00	$7,520.00	$13,500.00	$54,000.00	$2,400.00	$9,600.00	$2,000.00	$8,000.00	$2,650.00	$10,600.00	$3,500.00	$14,000.00
		Subtotal - Paving:				**$646,862.03**		**$776,395.08**		**$823,080.20**		**$936,202.00**		**$1,217,166.39**		**$816,140.50**
Drainage																
D-1	313700	GROUTED ROCK RIP RAP (18" THICK)	CY	135	$150.00	$20,250.00	$110.25	$14,883.75	$180.00	$24,300.00	$150.00	$20,250.00	$121.00	$16,335.00	$150.00	$20,250.00
D-2	330510	TRENCH SAFETY (STORM DRAIN LINES)	LF	1,286	$1.00	$1,286.00	$1.05	$1,350.30	$1.00	$1,286.00	$2.00	$2,572.00	$0.20	$257.20	$1.00	$1,286.00
D-3	334113	18" RCP	LF	213	$52.57	$11,197.41	$41.00	$8,733.00	$33.00	$7,029.00	$60.00	$12,780.00	$37.00	$7,881.00	$35.00	$7,455.00
D-4	334113	24" RCP	LF	58	$56.29	$3,264.82	$51.50	$2,987.00	$44.00	$2,552.00	$60.00	$3,480.00	$44.00	$2,552.00	$40.00	$2,320.00
D-5	334113	27" RCP	LF	51	$62.67	$3,196.17	$60.00	$3,060.00	$50.00	$2,550.00	$65.00	$3,315.00	$52.00	$2,652.00	$45.00	$2,295.00
D-6	334113	30" RCP	LF	47	$68.54	$3,221.38	$66.00	$3,102.00	$57.00	$2,679.00	$70.00	$3,290.00	$58.00	$2,726.00	$50.00	$2,350.00
D-7	334113	36" RCP	LF	43	$89.29	$3,839.47	$83.00	$3,569.00	$74.00	$3,182.00	$90.00	$3,870.00	$70.00	$3,010.00	$65.00	$2,795.00
D-8	334200	6'x3' RCBC	LF	597	$179.99	$107,454.03	$195.00	$116,415.00	$210.00	$125,370.00	$220.00	$131,340.00	$183.00	$109,251.00	$200.00	$119,400.00
D-9	334200	6'x4' RCBC	LF	180	$195.18	$35,132.40	$220.00	$39,600.00	$250.00	$45,000.00	$250.00	$45,000.00	$201.00	$36,180.00	$225.00	$40,500.00
D-10	334200	8'x4' RCBC	LF	99	$259.52	$25,692.48	$285.00	$28,215.00	$330.00	$32,670.00	$350.00	$34,650.00	$268.00	$26,532.00	$275.00	$27,225.00
D-11	334913	MANHOLE - TxDOT TYPE M	EA	1	$4,950.00	$4,950.00	$4,625.00	$4,625.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$5,280.00	$5,280.00	$3,250.00	$3,250.00
D-12	334915	HDWL - TxDOT SET (36")(C)(4:1)(NO PIPE RUNNERS)	EA	1	$1,485.00	$1,485.00	$4,325.00	$4,325.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00	$2,420.00	$2,420.00	$1,500.00	$1,500.00
D-13	334915	HDWL - TxDOT SET (8'x4')(C)(4:1)	EA	1	$4,400.00	$4,400.00	$6,200.00	$6,200.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$5,720.00	$5,720.00	$4,500.00	$4,500.00
D-14	334920	STANDARD CURB INLET (10')	EA	1	$2,640.00	$2,640.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,750.00	$2,750.00	$3,000.00	$3,000.00
D-15	334920	STANDARD CURB INLET (15')	EA	3	$3,465.00	$10,395.00	$4,500.00	$13,500.00	$3,400.00	$10,200.00	$3,500.00	$10,500.00	$3,715.00	$11,145.00	$4,000.00	$12,000.00
D-16	334920	RECESSED CURB INLET (10')	EA	1	$2,805.00	$2,805.00	$3,500.00	$3,500.00	$2,600.00	$2,600.00	$3,200.00	$3,200.00	$2,750.00	$2,750.00	$3,500.00	$3,500.00
D-17	334920	TxDOT TYPE II CURB INLET w/EXTENSION	EA	1	$4,400.00	$4,400.00	$4,625.00	$4,625.00	$3,100.00	$3,100.00	$4,000.00	$4,000.00	$3,850.00	$3,850.00	$3,000.00	$3,000.00
D-18	334920	INLET - TxDOT TYPE H (4'x4') WITH APRON	EA	2	$3,410.00	$6,820.00	$2,800.00	$5,600.00	$3,000.00	$6,000.00	$4,000.00	$8,000.00	$4,070.00	$8,140.00	$3,000.00	$6,000.00
		Subtotal - Drainage:				**$252,429.16**		**$267,790.05**		**$288,818.00**		**$300,747.00**		**$249,431.20**		**$262,626.00**

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Water																
W-1	24100	ABANDON WATER SERVICE	EA	1	$769.13	$769.13	$420.00	$420.00	$180.00	$180.00	$800.00	$800.00	$680.00	$680.00	$1,000.00	$1,000.00
W-2	330510	TRENCH SAFETY (WATER LINES)	LF	1,453	$1.00	$1,453.00	$1.05	$1,525.65	$1.00	$1,453.00	$1.00	$1,453.00	$0.20	$290.60	$1.00	$1,453.00
W-3	331114	12" PVC WATER LINE	LF	1,433	$50.58	$72,481.14	$47.25	$67,709.25	$44.00	$63,052.00	$45.00	$64,485.00	$45.10	$64,628.30	$40.00	$57,320.00
W-4	331114	6" PVC WATER LINE	LF	20	$80.94	$1,618.80	$30.50	$610.00	$27.00	$540.00	$25.00	$500.00	$29.10	$582.00	$30.00	$600.00
W-5	331217	6" GATE VALVE	EA	3	$1,110.50	$3,331.50	$825.00	$2,475.00	$700.00	$2,100.00	$1,000.00	$3,000.00	$760.00	$2,280.00	$1,000.00	$3,000.00
W-6	331217	12" GATE VALVE	EA	5	$2,456.80	$12,284.00	$2,260.00	$11,300.00	$2,000.00	$10,000.00	$2,400.00	$12,000.00	$2,070.00	$10,350.00	$2,200.00	$11,000.00
W-7	331219	FIRE HYDRANT ASSEMBLY (STD. HYDRANT)	EA	2	$2,642.00	$5,284.00	$2,415.00	$4,830.00	$2,200.00	$4,400.00	$3,800.00	$7,600.00	$3,150.00	$6,300.00	$3,000.00	$6,000.00
		Subtotal - Water:				**$97,221.57**		**$88,869.90**		**$81,725.00**		**$89,838.00**		**$85,110.90**		**$80,373.00**
Wastewater																
S-1	24100	ABANDON EXISTING SSMH	EA	2	$1,277.31	$2,554.62	$525.00	$1,050.00	$250.00	$500.00	$600.00	$1,200.00	$660.00	$1,320.00	$1,000.00	$2,000.00
S-2	330510	TRENCH SAFETY (SANITARY SEWER LINES)	LF	346	$1.00	$346.00	$2.65	$916.90	$1.00	$346.00	$6.00	$2,076.00	$0.20	$69.20	$1.00	$346.00
S-3	333109	WASTE WATER LATERAL	EA	1	$1,379.00	$1,379.00	$525.00	$525.00	$500.00	$500.00	$2,350.00	$2,350.00	$1,280.00	$1,280.00	$1,500.00	$1,500.00
S-4	333110	8" PVC SANITARY SEWER GRAVITY LINE	LF	346	$49.41	$17,095.86	$30.50	$10,553.00	$36.00	$12,456.00	$47.00	$16,262.00	$37.60	$13,009.60	$35.00	$12,110.00
S-5	333915	5.0' DIAMETER SANITARY SEWER MANHOLE	EA	4	$4,902.81	$19,611.24	$4,410.00	$17,640.00	$4,000.00	$16,000.00	$4,280.00	$17,120.00	$4,435.00	$17,740.00	$5,000.00	$20,000.00
S-6	333915	ADJUST EXISTING SSMH	EA	2	$500.00	$1,000.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$500.00	$1,000.00	$1,850.00	$3,700.00	$5,000.00	$10,000.00
S-7	24100	REMOVE LIFT STATION	LS	1	$4,327.75	$4,327.75	$2,650.00	$2,650.00	$9,000.00	$9,000.00	$4,000.00	$4,000.00	$9,000.00	$9,000.00	$50,000.00	$50,000.00
		Subtotal - Wastewater:				**$46,314.47**		**$35,334.90**		**$40,802.00**		**$44,008.00**		**$46,118.80**		**$95,956.00**
Illumination																
I-1	33101	DRILL SHAFT (30 IN) (STREET LIGHT)	LF	72	$149.00	$10,728.00	$142.00	$10,224.00	$72.00	$5,184.00	$135.00	$9,720.00	$125.00	$9,000.00	$85.00	$6,120.00
I-2	260500	ELEC CONDR (NO. 6) BARE (ILLUM)	LF	445	$1.10	$489.50	$1.05	$467.25	$1.10	$489.50	$3.00	$1,335.00	$1.00	$445.00	$1.00	$445.00
I-3	260500	ELEC CONDR (NO. 6) INSULATED (ILLUM)	LF	890	$1.10	$979.00	$1.05	$934.50	$1.10	$979.00	$3.00	$2,670.00	$1.15	$1,023.50	$1.50	$1,335.00
I-4	260500	ELEC CONDR (NO. 8) BARE (ILLUM)	LF	1,652	$1.10	$1,817.20	$1.05	$1,734.60	$1.10	$1,817.20	$2.00	$3,304.00	$0.70	$1,156.40	$1.50	$2,478.00
I-5	260500	ELEC CONDR (NO. 8) INSULATED (ILLUM)	LF	3,780	$1.10	$4,158.00	$1.05	$3,969.00	$1.10	$4,158.00	$2.00	$7,560.00	$0.95	$3,591.00	$1.75	$6,615.00
I-6	260501	ELEC SRV TY A 240/480 060 (NS)SS(E)PS(U) (ILLUM)	EA	1	$4,400.00	$4,400.00	$4,200.00	$4,200.00	$5,800.00	$5,800.00	$4,500.00	$4,500.00	$4,165.00	$4,165.00	$4,500.00	$4,500.00
I-7	265619	LUMINAIRE POLE (30')(TWIN ARM)	EA	1	$2,255.00	$2,255.00	$2,160.00	$2,160.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,040.00	$2,040.00	$4,500.00	$4,500.00
I-8	265619	LUMINAIRE POLE (30')(SINGLE ARM)	EA	7	$2,035.00	$14,245.00	$1,945.00	$13,615.00	$2,300.00	$16,100.00	$2,500.00	$17,500.00	$1,920.00	$13,440.00	$4,000.00	$28,000.00
I-9	265619	LUMINAIRE POLE (RELOCATE)(TWIN ARM)	EA	1	$990.00	$990.00	$945.00	$945.00	$1,400.00	$1,400.00	$5,000.00	$5,000.00	$4,490.00	$4,490.00	$3,500.00	$3,500.00
I-10	265620	LIMINAIRE FIXTURE (250W)	EA	11	$715.00	$7,865.00	$685.00	$7,535.00	$800.00	$8,800.00	$800.00	$8,800.00	$730.00	$8,030.00	$750.00	$8,250.00
I-11	270500	CONDT (PVC SCHD 40) (1-1/2") (ILLUM)	LF	30	$5.50	$165.00	$5.25	$157.50	$5.00	$150.00	$5.00	$150.00	$4.80	$144.00	$10.00	$300.00
I-12	270500	CONDT (PVC SCHD 40) (2") (ILLUM)	LF	2,065	$5.50	$11,357.50	$5.25	$10,841.25	$5.00	$10,325.00	$6.00	$12,390.00	$4.15	$8,569.75	$6.50	$13,422.50
I-13	270500	CONDT (PVC SCHD 40) (2") (BORE) (ILLUM)	LF	200	$16.50	$3,300.00	$15.75	$3,150.00	$17.00	$3,400.00	$18.00	$3,600.00	$16.35	$3,270.00	$20.00	$4,000.00
I-14	344135	GROUND BOX TY A (122311) W/APRON (ILLUM)	EA	5	$682.00	$3,410.00	$651.00	$3,255.00	$700.00	$3,500.00	$500.00	$2,500.00	$470.00	$2,350.00	$700.00	$3,500.00
I-15	344135	RELOCATE EXIST GROUND BOX (ILLUM)	EA	1	$495.00	$495.00	$475.00	$475.00	$500.00	$500.00	$600.00	$600.00	$490.00	$490.00	$500.00	$500.00
		Subtotal - Illumination:				**$66,654.20**		**$63,663.10**		**$65,102.70**		**$82,629.00**		**$62,204.65**		**$87,465.50**

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AGENDA ITEM #13.

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Landscape & Irrigation																
L-1	328000	IRRIGATION SYSTEM MODIFICATIONS - LA HACIENDA	LS	1	$4,000.00	$4,000.00	$3,500.00	$3,500.00	$3,400.00	$3,400.00	$3,000.00	$3,000.00	$3,600.00	$3,600.00	$10,000.00	$10,000.00
L-2	328000	IRRIGATION SYSTEM MODIFICATIONS - PRIMROSE	LS	1	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$4,600.00	$4,600.00	$7,000.00	$7,000.00	$3,200.00	$3,200.00	$10,000.00	$10,000.00
L-3	328000	IRRIGATION SYSTEM MODIFICATIONS - OHIO DRIVE	LS	1	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$7,000.00	$7,000.00	$5,500.00	$5,500.00	$3,950.00	$3,950.00	$25,000.00	$25,000.00
L-4	329300	SHUMARD OAK (QUERCUS SHUMARDII)(3" CAL)	EA	2	$450.00	$900.00	$310.00	$620.00	$340.00	$680.00	$400.00	$800.00	$400.00	$800.00	$500.00	$1,000.00
L-5	329300	LIVE OAK (QUERCUS VIRGINIA)(3" CAL)	EA	2	$450.00	$900.00	$310.00	$620.00	$340.00	$680.00	$500.00	$1,000.00	$400.00	$800.00	$500.00	$1,000.00
		Subtotal - Landscape & Irrigation:				**$17,800.00**		**$15,440.00**		**$16,360.00**		**$17,300.00**		**$12,350.00**		**$47,000.00**
Traffic Signal																
T-1	33101	DRILL SHAFT (36 IN) (TRF SIG POLE)	LF	26	$198.00	$5,148.00	$190.00	$4,940.00	$200.00	$5,200.00	$250.00	$6,500.00	$220.00	$5,720.00	$180.00	$4,680.00
T-2	33101	DRILL SHAFT (48 IN) (TRF SIG POLE)	LF	44	$231.00	$10,164.00	$221.00	$9,724.00	$240.00	$10,560.00	$300.00	$13,200.00	$280.00	$12,320.00	$250.00	$11,000.00
T-3	260500	ELEC CONDUCTOR (NO. 4) INSULATED (TRF SIG)	LF	560	$1.65	$924.00	$1.60	$896.00	$1.70	$952.00	$3.00	$1,680.00	$1.70	$952.00	$1.50	$840.00
T-4	260500	ELEC CONDUCTOR (NO. 6) BARE (TRF SIG)	LF	1,470	$1.10	$1,617.00	$1.05	$1,543.50	$1.10	$1,617.00	$2.00	$2,940.00	$1.00	$1,470.00	$1.00	$1,470.00
T-5	260500	ELEC CONDUCTOR (NO. 8) INSULATED (TRF SIG)	LF	1,480	$1.10	$1,628.00	$1.05	$1,554.00	$1.10	$1,628.00	$2.00	$2,960.00	$0.95	$1,406.00	$1.25	$1,850.00
T-6	260500	ELEC CONDUCTOR (NO. 12) INSULATED	LF	500	$1.10	$550.00	$1.05	$525.00	$1.10	$550.00	$2.00	$1,000.00	$0.45	$225.00	$1.00	$500.00
T-7	260501	ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U) (TRF SIG)	EA	1	$1,252.00	$1,252.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$1,315.00	$1,315.00	$2,000.00	$2,000.00
T-8	270500	CONDT (PVC SCHD 40) (2") (TRF SIG)	LF	315	$4.40	$1,386.00	$4.20	$1,323.00	$4.50	$1,417.50	$6.00	$1,890.00	$4.15	$1,307.25	$6.50	$2,047.50
T-9	270500	CONDT (PVC SCHD 40) (2") (BORE) (TRF SIG)	LF	380	$4.40	$1,672.00	$4.20	$1,596.00	$4.50	$1,710.00	$18.00	$6,840.00	$16.35	$6,213.00	$20.00	$7,600.00
T-10	270500	CONDT (PVC) (SCHD 40) (3") (TRF SIG)	LF	150	$9.90	$1,485.00	$9.45	$1,417.50	$10.00	$1,500.00	$10.00	$1,500.00	$8.50	$1,275.00	$8.00	$1,200.00
T-11	270500	CONDT (PVC) (SCHD 40) (4") (TRF SIG)	LF	235	$11.00	$2,585.00	$11.00	$2,585.00	$11.00	$2,585.00	$13.00	$3,055.00	$8.30	$1,950.50	$10.00	$2,350.00
T-12	270500	CONDT (PVC) (SCHD 40) (4") (BORE) (TRF SIG)	LF	380	$19.80	$7,524.00	$18.90	$7,182.00	$20.00	$7,600.00	$25.00	$9,500.00	$21.00	$7,980.00	$25.00	$9,500.00
T-13	344113	INSTALL HWY TRAF SIG (ISOLATED)	EA	1	$23,650.00	$23,650.00	$22,600.00	$22,600.00	$26,000.00	$26,000.00	$25,000.00	$25,000.00	$23,400.00	$23,400.00	$10,000.00	$10,000.00
T-14	344113	PEDESTAL POLE ASSEMBLY	EA	5	$1,650.00	$8,250.00	$1,600.00	$8,000.00	$1,700.00	$8,500.00	$2,200.00	$11,000.00	$1,990.00	$9,950.00	$1,300.00	$6,500.00
T-15	344113	ENFORCEMENT LAMPS (PELCO SM-0286 OR EQUAL)	EA	4	$165.00	$660.00	$160.00	$640.00	$170.00	$680.00	$300.00	$1,200.00	$155.00	$620.00	$250.00	$1,000.00
T-16	344113	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	8	$1,045.00	$8,360.00	$1,000.00	$8,000.00	$1,100.00	$8,800.00	$1,000.00	$8,000.00	$885.00	$7,080.00	$1,400.00	$11,200.00
T-17	344130	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	665	$1.10	$731.50	$1.05	$698.25	$1.10	$731.50	$2.00	$1,330.00	$1.15	$764.75	$1.50	$997.50
T-18	344130	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	350	$1.10	$385.00	$1.05	$367.50	$1.10	$385.00	$2.00	$700.00	$1.40	$490.00	$1.75	$612.50
T-19	344130	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	LF	915	$2.20	$2,013.00	$2.10	$1,921.50	$2.30	$2,104.50	$3.00	$2,745.00	$2.20	$2,013.00	$2.00	$1,830.00
T-20	344130	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	505	$3.30	$1,666.50	$3.15	$1,590.75	$3.40	$1,717.00	$7.00	$3,535.00	$4.10	$2,070.50	$4.00	$2,020.00
T-21	344130	TRF SIG CBL (TY A) (14 AWG) (25 CONDR)	LF	335	$4.40	$1,474.00	$4.20	$1,407.00	$4.50	$1,507.50	$7.00	$2,345.00	$5.30	$1,775.50	$8.00	$2,680.00
T-22	344135	GROUND BOX TY A (122311) W/APRON (TRF SIG)	EA	1	$682.00	$682.00	$651.00	$651.00	$720.00	$720.00	$500.00	$500.00	$470.00	$470.00	$600.00	$600.00
T-23	344135	GROUND BOX TY C (162911) W/APRON (TRF SIG)	EA	5	$715.00	$3,575.00	$685.00	$3,425.00	$750.00	$3,750.00	$600.00	$3,000.00	$515.00	$2,575.00	$700.00	$3,500.00
		Subtotal - Traffic Signal:				**$87,382.00**		**$83,787.00**		**$91,415.00**		**$111,920.00**		**$93,342.50**		**85,977.50**
		TOTAL BASE BID:				**$1,214,663.43**		**$1,331,280.03**		**$1,407,302.90**		**$1,582,644.00**		**$1,765,724.44**		**$1,475,538.50**

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Paving																
P-1	17113	MOBILIZATION	LS	1	$60,000.00	$60,000.00	$55,500.00	$55,500.00	$70,000.00	$70,000.00	$80,000.00	$80,000.00	$88,000.00	$88,000.00	$65,000.00	$65,000.00
P-2	24100	GENERAL SITE PREPARATION	LS	1	$20,991.80	$20,991.80	$67,000.00	$67,000.00	$51,300.00	$51,300.00	$90,000.00	$90,000.00	$392,250.00	$392,250.00	$75,000.00	$75,000.00
P-3	24100	PAVEMENT REMOVAL	SY	2,597	$9.44	$24,515.68	$9.20	$23,892.40	$12.00	$31,164.00	$20.00	$51,940.00	$5.58	$14,491.26	$7.00	$18,179.00
P-4	24100	SIDEWALK REMOVAL	SY	112	$4.44	$497.28	$4.20	$470.40	$6.00	$672.00	$15.00	$1,680.00	$4.54	$508.48	$7.00	$784.00
P-5	24100	REMOVE & DISPOSE EXISTING INLET	EA	4	$540.16	$2,160.64	$525.00	$2,100.00	$300.00	$1,200.00	$500.00	$2,000.00	$361.65	$1,446.60	$1,000.00	$4,000.00
P-6	24100	REMOVE & DISPOSE EXISTING RCBC HEADWALL	EA	1	$866.88	$866.88	$2,350.00	$2,350.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$2,057.00	$2,057.00	$1,000.00	$1,000.00
P-7	24100	REMOVE & DISPOSE EXISTING PIPE	LF	287	$6.04	$1,733.48	$9.45	$2,712.15	$12.00	$3,444.00	$10.00	$2,870.00	$8.36	$2,399.32	$20.00	$5,740.00
P-8	312316	EXCAVATION (ROADWAY)	CY	1,983	$9.73	$19,294.59	$15.75	$31,232.25	$20.00	$39,660.00	$10.00	$19,830.00	$16.13	$31,985.79	$3.50	$6,940.50
P-9	312413	EMBANKMENT (FINAL)	CY	2,096	$6.50	$13,624.00	$2.10	$4,401.60	$5.00	$10,480.00	$10.00	$20,960.00	$16.39	$34,353.44	$5.00	$10,480.00
P-10	312500	SILT FENCE (INSTALL / MAINTAIN / REMOVE)	LF	2,570	$0.66	$1,696.20	$1.31	$3,366.70	$1.50	$3,855.00	$2.00	$5,140.00	$1.20	$3,084.00	$10.00	$25,700.00
P-11	312500	INLET PROTECTION (INSTALL / MAINTAIN / REMOVE)	EA	6	$33.00	$198.00	$70.00	$420.00	$100.00	$600.00	$150.00	$900.00	$60.00	$360.00	$100.00	$600.00
P-12	312500	TEMPORARY CONSTRUCTION ENTRANCE	SY	973	$5.00	$4,865.00	$20.00	$19,460.00	$10.00	$9,730.00	$10.00	$9,730.00	$9.00	$8,757.00	$5.00	$4,865.00
P-13	321113	LIME TREATMENT (6")	SY	9,000	$2.46	$22,140.00	$2.75	$24,750.00	$3.00	$27,000.00	$7.00	$63,000.00	$5.50	$49,500.00	$4.00	$36,000.00
P-14	321113	LIME	TN	324	$152.00	$49,248.00	$156.00	$50,544.00	$160.00	$51,840.00	$150.00	$48,600.00	$156.00	$50,544.00	$120.00	$38,880.00
P-15	321216	D-GR HMA (METH) TY-C PG64-22	TN	139	$94.00	$13,066.00	$110.00	$15,290.00	$100.00	$13,900.00	$100.00	$13,900.00	$90.00	$12,510.00	$60.00	$8,340.00
P-16	321313	REINFORCED CONCRETE PAVING (6")	SY	210	$42.36	$8,895.60	$32.65	$6,856.50	$38.00	$7,980.00	$35.00	$7,350.00	$44.10	$9,261.00	$35.00	$7,350.00
P-17	321313	REINFORCED CONCRETE PAVING (7")	SY	5,214	$32.67	$170,341.38	$32.65	$170,237.10	$42.00	$218,988.00	$40.00	$208,560.00	$44.00	$229,416.00	$40.00	$208,560.00
P-18	321313	REINFORCED CONCRETE PAVING (8")	SY	1,838	$39.25	$72,141.50	$41.65	$76,552.70	$46.00	$84,548.00	$42.00	$77,196.00	$50.50	$92,819.00	$43.00	$79,034.00
P-19	321313	CONCRETE PAVING (9") (CPCD)	SY	763	$43.46	$33,159.98	$49.45	$37,730.35	$51.00	$38,913.00	$50.00	$38,150.00	$54.50	$41,583.50	$45.00	$34,335.00
P-20	321313	CONCRETE PAVING (11") (CPCD)	SY	34	$81.75	$2,779.50	$75.00	$2,550.00	$72.00	$2,448.00	$45.00	$1,530.00	$125.00	$4,250.00	$60.00	$2,040.00
P-21	321313	UNREINFORCED CONCRETE PAVING (6")	SY	140	$30.36	$4,250.40	$32.65	$4,571.00	$36.00	$5,040.00	$32.00	$4,480.00	$38.10	$5,334.00	$33.00	$4,620.00
P-22	321400	CONCRETE PAVERS	SF	255	$12.38	$3,156.90	$8.80	$2,244.00	$15.00	$3,825.00	$5.00	$1,275.00	$12.50	$3,187.50	$45.00	$11,475.00
P-23	321613	CONCRETE CURB (6")(MONOLITHIC)	LF	3,513	$1.36	$4,777.68	$2.00	$7,026.00	$4.30	$15,105.90	$2.00	$7,026.00	$2.25	$7,904.25	$3.00	$10,539.00
P-24	321613	CONCRETE CURB (MONOLITHIC TxDOT TY II)	LF	256	$1.36	$348.16	$2.00	$512.00	$4.50	$1,152.00	$4.00	$1,024.00	$2.75	$704.00	$3.00	$768.00
P-25	321645	CONCRETE DRIVEWAY APPROACH	SY	569	$36.16	$20,575.04	$33.10	$18,833.90	$38.00	$21,622.00	$50.00	$28,450.00	$47.30	$26,913.70	$45.00	$25,605.00
P-26	321650	REINFORCED CONCRETE SIDEWALK (5")	SY	821	$32.85	$26,969.85	$31.25	$25,656.25	$31.00	$25,451.00	$30.00	$24,630.00	$37.75	$30,992.75	$40.00	$32,840.00
P-27	321655	INSTALL PED RAMP (TYPE 7)	EA	8	$576.84	$4,614.72	$800.00	$6,400.00	$880.00	$7,040.00	$1,200.00	$9,600.00	$400.00	$3,200.00	$1,200.00	$9,600.00
P-28	321655	INSTALL PED RAMP (TYPE 8)	EA	11	$656.31	$7,219.41	$800.00	$8,800.00	$850.00	$9,350.00	$1,100.00	$12,100.00	$500.00	$5,500.00	$1,500.00	$16,500.00
P-29	321655	INSTALL PED RAMP (TYPE 10)	EA	7	$603.06	$4,221.42	$815.00	$5,705.00	$820.00	$5,740.00	$1,100.00	$7,700.00	$400.00	$2,800.00	$1,200.00	$8,400.00
P-30	321660	MONOLITHIC MEDIAN NOSE TYPE 1	EA	3	$842.66	$2,527.98	$800.00	$2,400.00	$800.00	$2,400.00	$2,000.00	$6,000.00	$750.00	$2,250.00	$1,500.00	$4,500.00
P-31	321665	CONCRETE STREET HEADER	LF	58	$15.29	$886.82	$10.00	$580.00	$14.00	$812.00	$10.00	$580.00	$7.50	$435.00	$100.00	$5,800.00
P-32	321723	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	511	$1.10	$562.10	$1.05	$536.55	$1.10	$562.10	$1.00	$511.00	$1.00	$511.00	$1.00	$511.00
P-33	321723	REFL PAV MRK TY I (W) 8" (DOT)(100MIL)	LF	69	$2.75	$189.75	$2.65	$182.85	$2.30	$158.70	$3.00	$207.00	$2.50	$172.50	$2.75	$189.75
P-34	321723	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	725	$1.65	$1,196.25	$1.60	$1,160.00	$2.10	$1,522.50	$3.00	$2,175.00	$1.50	$1,087.50	$1.50	$1,087.50
P-35	321723	REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	741	$3.30	$2,445.30	$3.15	$2,334.15	$3.40	$2,519.40	$4.00	$2,964.00	$3.00	$2,223.00	$2.75	$2,037.75
P-36	321723	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	199	$5.50	$1,094.50	$5.25	$1,044.75	$6.90	$1,373.10	$5.00	$995.00	$5.00	$995.00	$5.50	$1,094.50

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AGENDA ITEM #13.

AGENDA ITEM #13.

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ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
P-37	321723	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	7	$137.00	$959.00	$132.00	$924.00	$120.00	$840.00	$200.00	$1,400.00	$125.00	$875.00	$100.00	$700.00
P-38	321723	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	1	$181.00	$181.00	$175.00	$175.00	$240.00	$240.00	$250.00	$250.00	$165.00	$165.00	$150.00	$150.00
P-39	321723	REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	6	$148.00	$888.00	$142.00	$852.00	$130.00	$780.00	$158.00	$948.00	$135.00	$810.00	$150.00	$900.00
P-40	321723	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	2,135	$1.10	$2,348.50	$1.05	$2,241.75	$1.10	$2,348.50	$1.00	$2,135.00	$1.00	$2,135.00	$1.00	$2,135.00
P-41	321723	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	184	$3.30	$607.20	$3.15	$579.60	$3.40	$625.60	$5.00	$920.00	$3.00	$552.00	$2.75	$506.00
P-42	321723	TRAFFIC BUTTON TY II-C-R	EA	73	$3.30	$240.90	$3.15	$229.95	$4.00	$292.00	$4.00	$292.00	$3.00	$219.00	$3.50	$255.50
P-43	321723	TRAFFIC BUTTON TY II-A-A	EA	36	$3.30	$118.80	$3.15	$113.40	$4.00	$144.00	$4.00	$144.00	$3.00	$108.00	$3.50	$126.00
P-44	321723	REF PAV MRK TY II (W) 4" (SLD)	LF	120	$1.05	$126.00	$1.00	$120.00	$1.10	$132.00	$1.00	$120.00	$0.95	$114.00	$1.00	$120.00
P-45	321723	4" FIRE LANE STRIPING	LF	722	$1.10	$794.20	$1.05	$758.10	$1.70	$1,227.40	$2.00	$1,444.00	$1.00	$722.00	$2.00	$1,444.00
P-46	329119	TOPSOIL (4" DEPTH)	SY	9,548	$1.06	$10,120.88	$1.60	$15,276.80	$2.00	$19,096.00	$5.00	$47,740.00	$1.80	$17,186.40	$1.00	$9,548.00
P-47	329223	BLOCK SOD (BERMUDA)	SY	1,752	$2.20	$3,854.40	$2.30	$4,029.60	$2.50	$4,380.00	$4.00	$7,008.00	$3.30	$5,781.60	$2.50	$4,380.00
P-48	329223	HYDROMULCH (PER SEASONAL SPEC)	SY	7,796	$0.41	$3,196.36	$0.43	$3,352.28	$0.25	$1,949.00	$0.50	$3,898.00	$0.80	$6,236.80	$1.00	$7,796.00
P-49	344150	REMOVE & DISPOSE EXIS SM TRAFFIC SIGN & ASSEMBLY	EA	9	$165.00	$1,485.00	$160.00	$1,440.00	$170.00	$1,530.00	$150.00	$1,350.00	$150.00	$1,350.00	$65.00	$585.00
P-50	344150	SIGN & SIGN POST ASSEMBLY	EA	15	$478.00	$7,170.00	$460.00	$6,900.00	$500.00	$7,500.00	$400.00	$6,000.00	$435.00	$6,525.00	$340.00	$5,100.00
P-51	347113	BARRICADES, SIGNS AND TRAF HANDLING	MO	4	$1,880.00	$7,520.00	$13,500.00	$54,000.00	$2,400.00	$9,600.00	$2,000.00	$8,000.00	$2,650.00	$10,600.00	$3,500.00	$14,000.00
		Subtotal - Paving:				**$646,862.03**		**$776,395.08**		**$823,080.20**		**$936,202.00**		**$1,217,166.39**		**$816,140.50**
Drainage																
D-1	313700	GROUTED ROCK RIP RAP (18" THICK)	CY	135	$150.00	$20,250.00	$110.25	$14,883.75	$180.00	$24,300.00	$150.00	$20,250.00	$121.00	$16,335.00	$150.00	$20,250.00
D-2	330510	TRENCH SAFETY (STORM DRAIN LINES)	LF	1,286	$1.00	$1,286.00	$1.05	$1,350.30	$1.00	$1,286.00	$2.00	$2,572.00	$0.20	$257.20	$1.00	$1,286.00
D-3	334113	18" RCP	LF	213	$52.57	$11,197.41	$41.00	$8,733.00	$33.00	$7,029.00	$60.00	$12,780.00	$37.00	$7,881.00	$35.00	$7,455.00
D-4	334113	24" RCP	LF	58	$56.29	$3,264.82	$51.50	$2,987.00	$44.00	$2,552.00	$60.00	$3,480.00	$44.00	$2,552.00	$40.00	$2,320.00
D-5	334113	27" RCP	LF	51	$62.67	$3,196.17	$60.00	$3,060.00	$50.00	$2,550.00	$65.00	$3,315.00	$52.00	$2,652.00	$45.00	$2,295.00
D-6	334113	30" RCP	LF	47	$68.54	$3,221.38	$66.00	$3,102.00	$57.00	$2,679.00	$70.00	$3,290.00	$58.00	$2,726.00	$50.00	$2,350.00
D-7	334113	36" RCP	LF	43	$89.29	$3,839.47	$83.00	$3,569.00	$74.00	$3,182.00	$90.00	$3,870.00	$70.00	$3,010.00	$65.00	$2,795.00
D-8	334200	6'x3' RCBC	LF	597	$179.99	$107,454.03	$195.00	$116,415.00	$210.00	$125,370.00	$220.00	$131,340.00	$183.00	$109,251.00	$200.00	$119,400.00
D-9	334200	6'x4' RCBC	LF	180	$195.18	$35,132.40	$220.00	$39,600.00	$250.00	$45,000.00	$250.00	$45,000.00	$201.00	$36,180.00	$225.00	$40,500.00
D-10	334200	8'x4' RCBC	LF	99	$259.52	$25,692.48	$285.00	$28,215.00	$330.00	$32,670.00	$350.00	$34,650.00	$268.00	$26,532.00	$275.00	$27,225.00
D-11	334913	MANHOLE - TxDOT TYPE M	EA	1	$4,950.00	$4,950.00	$4,625.00	$4,625.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$5,280.00	$5,280.00	$3,250.00	$3,250.00
D-12	334915	HDWL - TxDOT SET (36")(C)(4:1)(NO PIPE RUNNERS)	EA	1	$1,485.00	$1,485.00	$4,325.00	$4,325.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00	$2,420.00	$2,420.00	$1,500.00	$1,500.00
D-13	334915	HDWL - TxDOT SET (8'x4')(C)(4:1)	EA	1	$4,400.00	$4,400.00	$6,200.00	$6,200.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$5,720.00	$5,720.00	$4,500.00	$4,500.00
D-14	334920	STANDARD CURB INLET (10')	EA	1	$2,640.00	$2,640.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,750.00	$2,750.00	$3,000.00	$3,000.00
D-15	334920	STANDARD CURB INLET (15')	EA	3	$3,465.00	$10,395.00	$4,500.00	$13,500.00	$3,400.00	$10,200.00	$3,500.00	$10,500.00	$3,715.00	$11,145.00	$4,000.00	$12,000.00
D-16	334920	RECESSED CURB INLET (10')	EA	1	$2,805.00	$2,805.00	$3,500.00	$3,500.00	$2,600.00	$2,600.00	$3,200.00	$3,200.00	$2,750.00	$2,750.00	$3,500.00	$3,500.00
D-17	334920	TxDOT TYPE II CURB INLET w/EXTENSION	EA	1	$4,400.00	$4,400.00	$4,625.00	$4,625.00	$3,100.00	$3,100.00	$4,000.00	$4,000.00	$3,850.00	$3,850.00	$3,000.00	$3,000.00
D-18	334920	INLET - TxDOT TYPE H (4'x4') WITH APRON	EA	2	$3,410.00	$6,820.00	$2,800.00	$5,600.00	$3,000.00	$6,000.00	$4,000.00	$8,000.00	$4,070.00	$8,140.00	$3,000.00	$6,000.00
		Subtotal - Drainage:				**$252,429.16**		**$267,790.05**		**$288,818.00**		**$300,747.00**		**$249,431.20**		**$262,626.00**

ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Water																
W-1	24100	ABANDON WATER SERVICE	EA	1	$769.13	$769.13	$420.00	$420.00	$180.00	$180.00	$800.00	$800.00	$680.00	$680.00	$1,000.00	$1,000.00
W-2	330510	TRENCH SAFETY (WATER LINES)	LF	1,453	$1.00	$1,453.00	$1.05	$1,525.65	$1.00	$1,453.00	$1.00	$1,453.00	$0.20	$290.60	$1.00	$1,453.00
W-3	331114	12" PVC WATER LINE	LF	1,433	$50.58	$72,481.14	$47.25	$67,709.25	$44.00	$63,052.00	$45.00	$64,485.00	$45.10	$64,628.30	$40.00	$57,320.00
W-4	331114	6" PVC WATER LINE	LF	20	$80.94	$1,618.80	$30.50	$610.00	$27.00	$540.00	$25.00	$500.00	$29.10	$582.00	$30.00	$600.00
W-5	331217	6" GATE VALVE	EA	3	$1,110.50	$3,331.50	$825.00	$2,475.00	$700.00	$2,100.00	$1,000.00	$3,000.00	$760.00	$2,280.00	$1,000.00	$3,000.00
W-6	331217	12" GATE VALVE	EA	5	$2,456.80	$12,284.00	$2,260.00	$11,300.00	$2,000.00	$10,000.00	$2,400.00	$12,000.00	$2,070.00	$10,350.00	$2,200.00	$11,000.00
W-7	331219	FIRE HYDRANT ASSEMBLY (STD. HYDRANT)	EA	2	$2,642.00	$5,284.00	$2,415.00	$4,830.00	$2,200.00	$4,400.00	$3,800.00	$7,600.00	$3,150.00	$6,300.00	$3,000.00	$6,000.00
		Subtotal - Water:				**$97,221.57**		**$88,869.90**		**$81,725.00**		**$89,838.00**		**$85,110.90**		**$80,373.00**
Wastewater																
S-1	24100	ABANDON EXISTING SSMH	EA	2	$1,277.31	$2,554.62	$525.00	$1,050.00	$250.00	$500.00	$600.00	$1,200.00	$660.00	$1,320.00	$1,000.00	$2,000.00
S-2	330510	TRENCH SAFETY (SANITARY SEWER LINES)	LF	346	$1.00	$346.00	$2.65	$916.90	$1.00	$346.00	$6.00	$2,076.00	$0.20	$69.20	$1.00	$346.00
S-3	333109	WASTE WATER LATERAL	EA	1	$1,379.00	$1,379.00	$525.00	$525.00	$500.00	$500.00	$2,350.00	$2,350.00	$1,280.00	$1,280.00	$1,500.00	$1,500.00
S-4	333110	8" PVC SANITARY SEWER GRAVITY LINE	LF	346	$49.41	$17,095.86	$30.50	$10,553.00	$36.00	$12,456.00	$47.00	$16,262.00	$37.60	$13,009.60	$35.00	$12,110.00
S-5	333915	5.0' DIAMETER SANITARY SEWER MANHOLE	EA	4	$4,902.81	$19,611.24	$4,410.00	$17,640.00	$4,000.00	$16,000.00	$4,280.00	$17,120.00	$4,435.00	$17,740.00	$5,000.00	$20,000.00
S-6	333915	ADJUST EXISTING SSMH	EA	2	$500.00	$1,000.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$500.00	$1,000.00	$1,850.00	$3,700.00	$5,000.00	$10,000.00
S-7	24100	REMOVE LIFT STATION	LS	1	$4,327.75	$4,327.75	$2,650.00	$2,650.00	$9,000.00	$9,000.00	$4,000.00	$4,000.00	$9,000.00	$9,000.00	$50,000.00	$50,000.00
		Subtotal - Wastewater:				**$46,314.47**		**$35,334.90**		**$40,802.00**		**$44,008.00**		**$46,118.80**		**$95,956.00**
Illumination																
I-1	33101	DRILL SHAFT (30 IN) (STREET LIGHT)	LF	72	$149.00	$10,728.00	$142.00	$10,224.00	$72.00	$5,184.00	$135.00	$9,720.00	$125.00	$9,000.00	$85.00	$6,120.00
I-2	260500	ELEC CONDR (NO. 6) BARE (ILLUM)	LF	445	$1.10	$489.50	$1.05	$467.25	$1.10	$489.50	$3.00	$1,335.00	$1.00	$445.00	$1.00	$445.00
I-3	260500	ELEC CONDR (NO. 6) INSULATED (ILLUM)	LF	890	$1.10	$979.00	$1.05	$934.50	$1.10	$979.00	$3.00	$2,670.00	$1.15	$1,023.50	$1.50	$1,335.00
I-4	260500	ELEC CONDR (NO. 8) BARE (ILLUM)	LF	1,652	$1.10	$1,817.20	$1.05	$1,734.60	$1.10	$1,817.20	$2.00	$3,304.00	$0.70	$1,156.40	$1.50	$2,478.00
I-5	260500	ELEC CONDR (NO. 8) INSULATED (ILLUM)	LF	3,780	$1.10	$4,158.00	$1.05	$3,969.00	$1.10	$4,158.00	$2.00	$7,560.00	$0.95	$3,591.00	$1.75	$6,615.00
I-6	260501	ELEC SRV TY A 240/480 060 (NS)SS(E)PS(U) (ILLUM)	EA	1	$4,400.00	$4,400.00	$4,200.00	$4,200.00	$5,800.00	$5,800.00	$4,500.00	$4,500.00	$4,165.00	$4,165.00	$4,500.00	$4,500.00
I-7	265619	LUMINAIRE POLE (30')(TWIN ARM)	EA	1	$2,255.00	$2,255.00	$2,160.00	$2,160.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,040.00	$2,040.00	$4,500.00	$4,500.00
I-8	265619	LUMINAIRE POLE (30')(SINGLE ARM)	EA	7	$2,035.00	$14,245.00	$1,945.00	$13,615.00	$2,300.00	$16,100.00	$2,500.00	$17,500.00	$1,920.00	$13,440.00	$4,000.00	$28,000.00
I-9	265619	LUMINAIRE POLE (RELOCATE)(TWIN ARM)	EA	1	$990.00	$990.00	$945.00	$945.00	$1,400.00	$1,400.00	$5,000.00	$5,000.00	$4,490.00	$4,490.00	$3,500.00	$3,500.00
I-10	265620	LIMINAIRE FIXTURE (250W)	EA	11	$715.00	$7,865.00	$685.00	$7,535.00	$800.00	$8,800.00	$800.00	$8,800.00	$730.00	$8,030.00	$750.00	$8,250.00
I-11	270500	CONDT (PVC SCHD 40) (1-1/2") (ILLUM)	LF	30	$5.50	$165.00	$5.25	$157.50	$5.00	$150.00	$5.00	$150.00	$4.80	$144.00	$10.00	$300.00
I-12	270500	CONDT (PVC SCHD 40) (2") (ILLUM)	LF	2,065	$5.50	$11,357.50	$5.25	$10,841.25	$5.00	$10,325.00	$6.00	$12,390.00	$4.15	$8,569.75	$6.50	$13,422.50
I-13	270500	CONDT (PVC SCHD 40) (2") (BORE) (ILLUM)	LF	200	$16.50	$3,300.00	$15.75	$3,150.00	$17.00	$3,400.00	$18.00	$3,600.00	$16.35	$3,270.00	$20.00	$4,000.00
I-14	344135	GROUND BOX TY A (122311) W/APRON (ILLUM)	EA	5	$682.00	$3,410.00	$651.00	$3,255.00	$700.00	$3,500.00	$500.00	$2,500.00	$470.00	$2,350.00	$700.00	$3,500.00
I-15	344135	RELOCATE EXIST GROUND BOX (ILLUM)	EA	1	$495.00	$495.00	$475.00	$475.00	$500.00	$500.00	$600.00	$600.00	$490.00	$490.00	$500.00	$500.00
		Subtotal - Illumination:				**$66,654.20**		**$63,663.10**		**$65,102.70**		**$82,629.00**		**$62,204.65**		**$87,465.50**

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AGENDA ITEM #13.

AGENDA ITEM #13.

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ITEM #	SPEC ITEM	ITEM DESCRIPTION	UNIT	(EST) TOTAL	McMahon Contacting, LP		Tiseo Paving Co.		Fain Group, Inc.		CPS Civil		Jim Bowman Const. Co.		Engineer's Estimate	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Landscape & Irrigation																
L-1	328000	IRRIGATION SYSTEM MODIFICATIONS - LA HACIENDA	LS	1	$4,000.00	$4,000.00	$3,500.00	$3,500.00	$3,400.00	$3,400.00	$3,000.00	$3,000.00	$3,600.00	$3,600.00	$10,000.00	$10,000.00
L-2	328000	IRRIGATION SYSTEM MODIFICATIONS - PRIMROSE	LS	1	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$4,600.00	$4,600.00	$7,000.00	$7,000.00	$3,200.00	$3,200.00	$10,000.00	$10,000.00
L-3	328000	IRRIGATION SYSTEM MODIFICATIONS - OHIO DRIVE	LS	1	$7,000.00	$7,000.00	$6,500.00	$6,500.00	$7,000.00	$7,000.00	$5,500.00	$5,500.00	$3,950.00	$3,950.00	$25,000.00	$25,000.00
L-4	329300	SHUMARD OAK (QUERCUS SHUMARDII)(3" CAL)	EA	2	$450.00	$900.00	$310.00	$620.00	$340.00	$680.00	$400.00	$800.00	$400.00	$800.00	$500.00	$1,000.00
L-5	329300	LIVE OAK (QUERCUS VIRGINIA)(3" CAL)	EA	2	$450.00	$900.00	$310.00	$620.00	$340.00	$680.00	$500.00	$1,000.00	$400.00	$800.00	$500.00	$1,000.00
		Subtotal - Landscape & Irrigation:				**$17,800.00**		**$15,440.00**		**$16,360.00**		**$17,300.00**		**$12,350.00**		**$47,000.00**
Traffic Signal																
T-1	33101	DRILL SHAFT (36 IN) (TRF SIG POLE)	LF	26	$198.00	$5,148.00	$190.00	$4,940.00	$200.00	$5,200.00	$250.00	$6,500.00	$220.00	$5,720.00	$180.00	$4,680.00
T-2	33101	DRILL SHAFT (48 IN) (TRF SIG POLE)	LF	44	$231.00	$10,164.00	$221.00	$9,724.00	$240.00	$10,560.00	$300.00	$13,200.00	$280.00	$12,320.00	$250.00	$11,000.00
T-3	260500	ELEC CONDUCTOR (NO. 4) INSULATED (TRF SIG)	LF	560	$1.65	$924.00	$1.60	$896.00	$1.70	$952.00	$3.00	$1,680.00	$1.70	$952.00	$1.50	$840.00
T-4	260500	ELEC CONDUCTOR (NO. 6) BARE (TRF SIG)	LF	1,470	$1.10	$1,617.00	$1.05	$1,543.50	$1.10	$1,617.00	$2.00	$2,940.00	$1.00	$1,470.00	$1.00	$1,470.00
T-5	260500	ELEC CONDUCTOR (NO. 8) INSULATED (TRF SIG)	LF	1,480	$1.10	$1,628.00	$1.05	$1,554.00	$1.10	$1,628.00	$2.00	$2,960.00	$0.95	$1,406.00	$1.25	$1,850.00
T-6	260500	ELEC CONDUCTOR (NO. 12) INSULATED	LF	500	$1.10	$550.00	$1.05	$525.00	$1.10	$550.00	$2.00	$1,000.00	$0.45	$225.00	$1.00	$500.00
T-7	260501	ELEC SRV TY D 120/240 070 (NS) AL (E) PS (U) (TRF SIG)	EA	1	$1,252.00	$1,252.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,500.00	$1,500.00	$1,315.00	$1,315.00	$2,000.00	$2,000.00
T-8	270500	CONDT (PVC SCHD 40) (2") (TRF SIG)	LF	315	$4.40	$1,386.00	$4.20	$1,323.00	$4.50	$1,417.50	$6.00	$1,890.00	$4.15	$1,307.25	$6.50	$2,047.50
T-9	270500	CONDT (PVC SCHD 40) (2") (BORE) (TRF SIG)	LF	380	$4.40	$1,672.00	$4.20	$1,596.00	$4.50	$1,710.00	$18.00	$6,840.00	$16.35	$6,213.00	$20.00	$7,600.00
T-10	270500	CONDT (PVC) (SCHD 40) (3") (TRF SIG)	LF	150	$9.90	$1,485.00	$9.45	$1,417.50	$10.00	$1,500.00	$10.00	$1,500.00	$8.50	$1,275.00	$8.00	$1,200.00
T-11	270500	CONDT (PVC) (SCHD 40) (4") (TRF SIG)	LF	235	$11.00	$2,585.00	$11.00	$2,585.00	$11.00	$2,585.00	$13.00	$3,055.00	$8.30	$1,950.50	$10.00	$2,350.00
T-12	270500	CONDT (PVC) (SCHD 40) (4") (BORE) (TRF SIG)	LF	380	$19.80	$7,524.00	$18.90	$7,182.00	$20.00	$7,600.00	$25.00	$9,500.00	$21.00	$7,980.00	$25.00	$9,500.00
T-13	344113	INSTALL HWY TRAF SIG (ISOLATED)	EA	1	$23,650.00	$23,650.00	$22,600.00	$22,600.00	$26,000.00	$26,000.00	$25,000.00	$25,000.00	$23,400.00	$23,400.00	$10,000.00	$10,000.00
T-14	344113	PEDESTAL POLE ASSEMBLY	EA	5	$1,650.00	$8,250.00	$1,600.00	$8,000.00	$1,700.00	$8,500.00	$2,200.00	$11,000.00	$1,990.00	$9,950.00	$1,300.00	$6,500.00
T-15	344113	ENFORCEMENT LAMPS (PELCO SM-0286 OR EQUAL)	EA	4	$165.00	$660.00	$160.00	$640.00	$170.00	$680.00	$300.00	$1,200.00	$155.00	$620.00	$250.00	$1,000.00
T-16	344113	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	8	$1,045.00	$8,360.00	$1,000.00	$8,000.00	$1,100.00	$8,800.00	$1,000.00	$8,000.00	$885.00	$7,080.00	$1,400.00	$11,200.00
T-17	344130	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	665	$1.10	$731.50	$1.05	$698.25	$1.10	$731.50	$2.00	$1,330.00	$1.15	$764.75	$1.50	$997.50
T-18	344130	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	350	$1.10	$385.00	$1.05	$367.50	$1.10	$385.00	$2.00	$700.00	$1.40	$490.00	$1.75	$612.50
T-19	344130	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	LF	915	$2.20	$2,013.00	$2.10	$1,921.50	$2.30	$2,104.50	$3.00	$2,745.00	$2.20	$2,013.00	$2.00	$1,830.00
T-20	344130	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	505	$3.30	$1,666.50	$3.15	$1,590.75	$3.40	$1,717.00	$7.00	$3,535.00	$4.10	$2,070.50	$4.00	$2,020.00
T-21	344130	TRF SIG CBL (TY A) (14 AWG) (25 CONDR)	LF	335	$4.40	$1,474.00	$4.20	$1,407.00	$4.50	$1,507.50	$7.00	$2,345.00	$5.30	$1,775.50	$8.00	$2,680.00
T-22	344135	GROUND BOX TY A (122311) W/APRON (TRF SIG)	EA	1	$682.00	$682.00	$651.00	$651.00	$720.00	$720.00	$500.00	$500.00	$470.00	$470.00	$600.00	$600.00
T-23	344135	GROUND BOX TY C (162911) W/APRON (TRF SIG)	EA	5	$715.00	$3,575.00	$685.00	$3,425.00	$750.00	$3,750.00	$600.00	$3,000.00	$515.00	$2,575.00	$700.00	$3,500.00
		Subtotal - Traffic Signal:				**$87,382.00**		**$83,787.00**		**$91,415.00**		**$111,920.00**		**$93,342.50**		**85,977.50**
		TOTAL BASE BID:				**$1,214,663.43**		**$1,331,280.03**		**$1,407,302.90**		**$1,582,644.00**		**$1,765,724.44**		**$1,475,538.50**

AGENDA ITEM #14.

CITY MANAGER'S OFFICE

CITY OF FRISCO

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

Memorandum

To: **Honorable Mayor Maso and the Frisco City Council**
Thru: **George Purefoy, City Manager**
From: **Greg Ward, Deputy Chief Services Bureau**
CC: **Ron Patterson, Assistant City Manager**
Todd Renshaw, Chief of Police
Date: **4/25/2012**
Re: **Grant application to fund a full-time civilian Forensic Computer Technician position, training, purchasing digital analysis equipment, supplies and recurring ASCLD-LAB fees.**

Action Requested: Consider and act upon a Resolution approving the application to the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grants Program and authorizing the submission of the grant application by the City Manager or his designee.

Background Information: The grant proposal is to improve the quality and timeliness of forensic science services, including services provided by laboratories operated by units of local government. In 2009, the Frisco Police Department was awarded and successfully completed a similar laboratory improvement grant which provided us with an NEC/AFIS latent print system which now connects us to the Texas State and Federal AFIS identification system. It also provided us the funds to achieve ASCLD-LAB international accreditation for our laboratory.

The Frisco Police Department is submitting a new grant proposal to hire a full-time civilian Forensic Computer Technician, training, purchasing digital analysis equipment, and supplies not to exceed the RFP maximum amount of $175,000. The proposal includes the cost of remodeling existing office space to house the workspace to examine and retrieve digital evidence. It also requests $3,110 to help pay for ASCLD-LAB recurring fees for FY13.

This new Forensic Computer Technician will expand our Forensic Evidence capabilities by examining, analyzing and retrieving digital evidence including the preservation of digital evidence from "Smart" cell phones and other personal electronic devices. The one year funding period for this grant is from October 1, 2012 – September 30, 2013.

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

Financial Considerations: The DOJ/OJP/NIJ Paul Coverdell Improvement Grant does not require any cash match.

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the application for this grant. Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6150 or by email at gward@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, NATIONAL INSTITUTE OF JUSTICE, PAUL COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM; AUTHORIZING THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the Paul Coverdell Forensic Science Improvement Grants Program be operated for the 2012 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide any required matching funds for the said project as required by the Department of Justice, Office of Justice, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grants Program; and

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

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

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

The City of Frisco approves the application to the Department of Justice, Office of Justice, National Institute of Justice, Paul Coverdell Forensic Science Improvement Grants Program.

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

Grant Application Confirmation Number _____

Grant Application Title: NIJ Coverdell Laboratory Improvement Grant Program FY 2012-2013____

AGENDA ITEM #15.

FRISCO
PROGRESS IN MOTION

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: **April 23, 2012**

Subject: **Review and Accept the Quarterly Investment Report**

Action Requested: Acceptance of Quarterly Investment Report for the period January 1, 2012 – March 31, 2012.

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 second 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 0.25%. The average six month Treasury bill yield for the quarter was 0.08%.

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
January 1, 2012 – March 31, 2012

FirstSouthwest
A PlainsCapital Company

Investment Portfolio Summary

City of Frisco

FRISCO
TEXAS

For the Quarter Ended

March 31, 2012

Prepared by
FirstSouthwest Asset Management

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Benchmark Comparison

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Earned Income

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Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP:

The month of March was a bumpy ride for financial markets and economic data. Upside data released in March included the February payroll report which bettered expectations with a gain of 227k jobs, while the unemployment rate held steady at 8.3%. First time claims for unemployment benefits have continued their downward trend, reaching a four-year low as March drew to a close. Retail sales data was another bright spot as February sales advanced 1.1%, the biggest gain in five months. At least some of these improvements can be attributed to unseasonably warm weather, but a slowly improving economy is a factor as well. On the downside, the ISM manufacturing index declined to 52.4 from February's 54.1, but remained in expansionary territory above 50. Virtually every housing indicator came in below forecasts in March, including declines in both new and existing home sales. Orders for durable goods increased slightly, but short of expectations. Inflation data matched economists' predictions with the CPI growing 2.9% year-over-year. The somewhat concerning headline inflation is being pushed by rising energy prices, gasoline in particular, but even the core rate is up 2.2%. The Department of Energy reported that the nationwide average price for a gallon of gasoline has climbed from $3.36 at the start of the year to $3.97 in late March, with prices already well over $4 in many parts of the country. As we noted last month, rising gasoline prices represent a significant risk to the outlook. Q4 GDP settled in at 3.0%, but is likely to slow to something closer to 2.0% in Q1-2012.

Financial markets have shown a similar up and down pattern. The Dow climbed to the highest level since 2007 on the strong retail sales data, reaching 13,253 mid-month, but eased back to close the quarter at 13,212. The S&P 500 has been fluctuating around the 1,400 mark, driven largely by the stellar performance of Apple, which has singlehandedly accounted for roughly 15% of the S&P 500's year to date gains. Bond yields rose sharply following the mid-month FOMC meeting, which failed to quench investor's thirst for another round of quantitative easing. The yield on the two-year T-note briefly traded above 0.40% while the 10-year yield approached 2.40%. However, softer data, renewed concerns about Europe, and slowing in the global economy sent yields sliding into month end with the two-year closing at 0.33% and the 10-year at 2.21%.

AGENDA ITEM #15.

Packet Page -113-

FirstSouthwest
A PlainsCapital Company

City of Frisco
Investment Officers' Certification

For the Quarter Ended
March 31, 2012

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

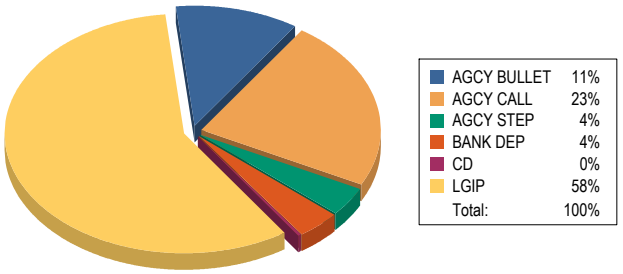
FirstSouthwest
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City of Frisco
Executive Summary
As of 03/31/12

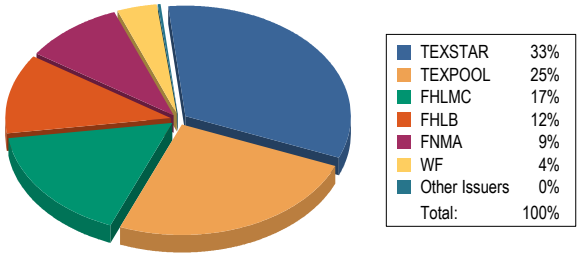
Account Summary

	Beginning Values as of 12/31/11	Ending Values as of 03/31/12
Par Value	258,870,599.69	252,878,500.56
Market Value	258,815,029.69	252,947,215.56
Book Value	258,885,128.22	253,001,970.14
Unrealized Gain / Loss	(70,098.53)	(54,754.58)
Market Value %	**99.98%**	**100.03%**
Weighted Avg. YTW	0.211%	0.229%
Weighted Avg. YTM	0.233%	0.249%

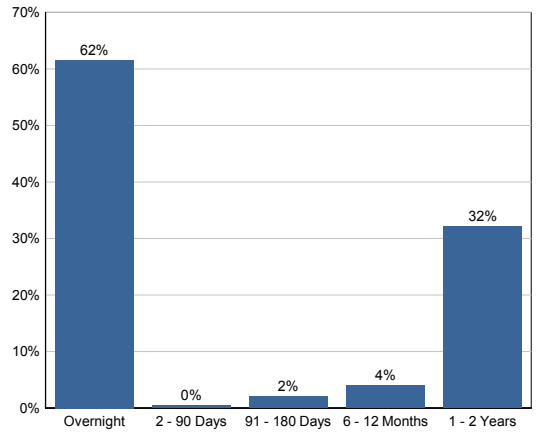
Allocation by Security Type



Allocation by Issuer

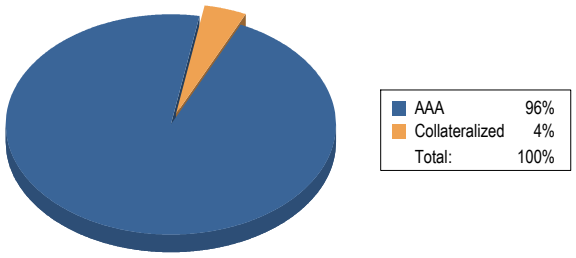


Maturity Distribution %



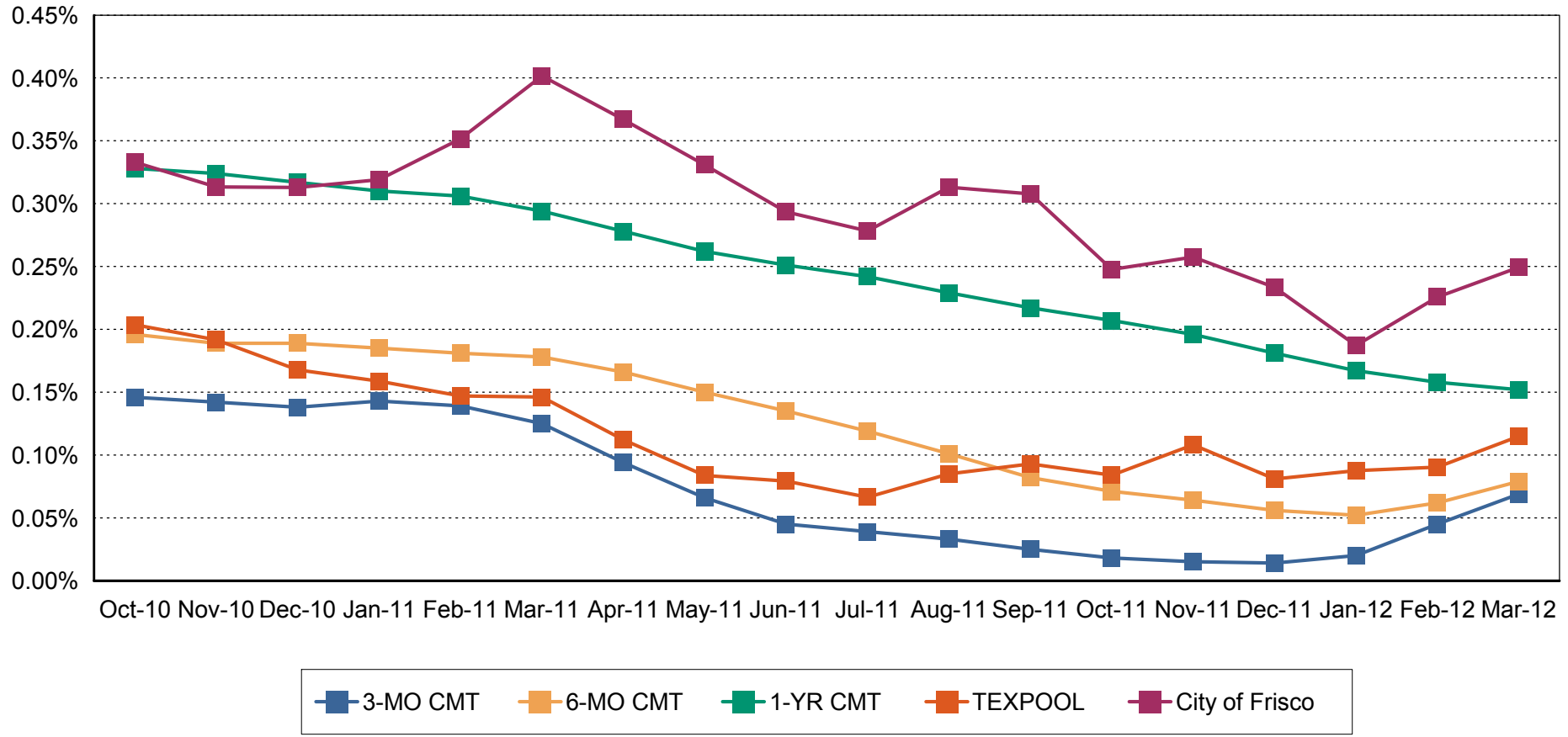
Weighted Average Days to Maturity: 213

Credit Quality



FirstSouthwest
A PlainsCapital Company

City of Frisco
Benchmark Comparison
As of 03/31/2012



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.



City of Frisco
Detail of Security Holdings
As of 03/31/2012

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																	
EXPOOL		LGIP	TexPool					19,667,225.46	100.000	19,667,225.46	19,667,225.46	100.000	19,667,225.46	1		0.115	0.115
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	100.000	2,000,000.00	482	117	0.699	0.400
3133781K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	3,150,000.00	100.000	3,150,000.00	3,150,000.00	99.940	3,148,110.00	711	165	0.410	0.410
Total for Capital Proj / Esc								**24,817,225.46**	**100.000**	**24,817,225.46**	**24,817,225.46**	**99.992**	**24,815,335.46**	**130**		**0.200**	**0.175**
Capital Project Reserve Fund																	
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			1,000,000.00	100.327	1,003,270.00	1,002,990.33	100.010	1,000,100.00	563		0.305	0.305
Total for Capital Project Reserve Fund								**1,000,000.00**	**100.327**	**1,003,270.00**	**1,002,990.33**	**100.010**	**1,000,100.00**	**563**		**0.305**	**0.305**
Capital Reserve Fund																	
TEXPOOL		LGIP	TexPool					833,470.89	100.000	833,470.89	833,470.89	100.000	833,470.89	1		0.115	0.115
Total for Capital Reserve Fund								**833,470.89**	**100.000**	**833,470.89**	**833,470.89**	**100.000**	**833,470.89**	**1**		**0.115**	**0.115**
CDC Fund																	
TEXPOOL		LGIP	TexPool					5,706,722.86	100.000	5,706,722.86	5,706,722.86	100.000	5,706,722.86	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					672,560.84	100.000	672,560.84	672,560.84	100.000	672,560.84	1		0.115	0.115
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	100.000	1,000,000.00	482	117	0.699	0.400
3134G3MM9	02/29/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	99.990	1,999,800.00	698	333	0.400	0.400
Total for CDC Fund								**9,379,283.70**	**100.000**	**9,379,283.70**	**9,379,283.70**	**99.998**	**9,379,083.70**	**201**		**0.238**	**0.206**
CIP Contributions																	
TEXSTAR		LGIP	TexSTAR					7,417,407.16	100.000	7,417,407.16	7,417,407.16	100.000	7,417,407.16	1		0.115	0.115
Total for CIP Contributions								**7,417,407.16**	**100.000**	**7,417,407.16**	**7,417,407.16**	**100.000**	**7,417,407.16**	**1**		**0.115**	**0.115**

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
Court Fees																	
TEXPOOL		LGIP	TexPool					540,076.30	100.000	540,076.30	540,076.30	100.000	540,076.30	1		0.115	0.115
Total for Court Fees								**540,076.30**	**100.000**	**540,076.30**	**540,076.30**	**100.000**	**540,076.30**	**1**		**0.115**	**0.115**
Downtown Improvement																	
TEXPOOL		LGIP	TexPool					127,136.47	100.000	127,136.47	127,136.47	100.000	127,136.47	1		0.115	0.115
Total for Downtown Improvement								**127,136.47**	**100.000**	**127,136.47**	**127,136.47**	**100.000**	**127,136.47**	**1**		**0.115**	**0.115**
EDC Fund																	
TEXPOOL		LGIP	TexPool					6,532,284.46	100.000	6,532,284.46	6,532,284.46	100.000	6,532,284.46	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					2,125,201.80	100.000	2,125,201.80	2,125,201.80	100.000	2,125,201.80	1		0.115	0.115
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	100.000	1,000,000.00	482	117	0.699	0.400
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	1,000,000.00	100.000	1,000,000.00	1,000,000.00	99.990	999,900.00	698	333	0.400	0.400
3134G3MM9	02/29/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.990	4,999,500.00	698	333	0.400	0.400
Total for EDC Fund								**15,657,486.26**	**100.000**	**15,657,486.26**	**15,657,486.26**	**99.996**	**15,656,886.26**	**299**		**0.261**	**0.242**
General Operating Fund																	
TEXPOOL		LGIP	TexPool					3,216,860.14	100.000	3,216,860.14	3,216,860.14	100.000	3,216,860.14	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					12,648,769.37	100.000	12,648,769.37	12,648,769.37	100.000	12,648,769.37	1		0.115	0.115
WF-FRISCO		BANK DEP	Wells Fargo Choice IV					9,839,664.03	100.000	9,839,664.03	9,839,664.03	100.000	9,839,664.03	1		0.270	0.270
313375QQ3	02/27/12	AGCY BULET	FHLB	0.240	09/26/12			5,000,000.00	100.048	5,002,400.00	5,002,009.95	100.040	5,002,000.00	179		0.157	0.157
313376HQ1	02/27/12	AGCY BULET	FHLB	0.210	12/10/12			5,000,000.00	100.022	5,001,080.00	5,000,950.45	100.000	5,000,000.00	254		0.182	0.182
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	100.000	5,000,000.00	482	117	0.699	0.400
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			5,500,000.00	100.327	5,517,985.00	5,516,446.82	100.010	5,500,550.00	563		0.305	0.305
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	4,000,000.00	100.000	4,000,000.00	4,000,000.00	99.990	3,999,600.00	698	333	0.400	0.400
Total for General Operating Fund								**50,205,293.54**	**100.043**	**50,226,758.54**	**50,224,700.76**	**100.004**	**50,207,443.54**	**209**		**0.258**	**0.228**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Detail of Security Holdings
As of 03/31/2012

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
Hotel Motel Tourism																	
EXPOOL		LGIP	TexPool					11,373.26	100.000	11,373.26	11,373.26	100.000	11,373.26	1		0.115	0.115
Total for Hotel Motel Tourism								**11,373.26**	**100.000**	**11,373.26**	**11,373.26**	**100.000**	**11,373.26**	**1**		**0.115**	**0.115**
Impact Fees																	
EXPOOL		LGIP	TexPool					4,969,672.73	100.000	4,969,672.73	4,969,672.73	100.000	4,969,672.73	1		0.115	0.115
EXSTAR		LGIP	TexSTAR					791,626.89	100.000	791,626.89	791,626.89	100.000	791,626.89	1		0.115	0.115
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			3,000,000.00	100.327	3,009,810.00	3,008,970.99	100.010	3,000,300.00	563		0.305	0.305
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	2,000,000.00	100.000	2,000,000.00	2,000,000.00	99.990	1,999,800.00	698	333	0.400	0.400
Total for Impact Fees								**10,761,299.62**	**100.091**	**10,771,109.62**	**10,770,270.61**	**100.001**	**10,761,399.62**	**287**		**0.221**	**0.221**
Insurance Reserve Fund																	
TEXPOOL		LGIP	TexPool					60,918.43	100.000	60,918.43	60,918.43	100.000	60,918.43	1		0.115	0.115
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	16		0.550	0.550
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			400,000.00	100.327	401,308.00	401,196.13	100.010	400,040.00	563		0.305	0.305
Total for Insurance Reserve Fund								**1,460,918.43**	**100.090**	**1,462,226.43**	**1,462,114.56**	**100.003**	**1,460,958.43**	**165**		**0.465**	**0.465**
Interest & Sinking Fund																	
TEXPOOL		LGIP	TexPool					1,766,667.15	100.000	1,766,667.15	1,766,667.15	100.000	1,766,667.15	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					1,842,517.72	100.000	1,842,517.72	1,842,517.72	100.000	1,842,517.72	1		0.115	0.115
Total for Interest & Sinking Fund								**3,609,184.87**	**100.000**	**3,609,184.87**	**3,609,184.87**	**100.000**	**3,609,184.87**	**1**		**0.115**	**0.115**
Panther Creek-PID																	
TEXPOOL		LGIP	TexPool					18,128.24	100.000	18,128.24	18,128.24	100.000	18,128.24	1		0.115	0.115
Total for Panther Creek-PID								**18,128.24**	**100.000**	**18,128.24**	**18,128.24**	**100.000**	**18,128.24**	**1**		**0.115**	**0.115**

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
Park Dedication Fees																	
TEXPOOL		LGIP	TexPool					2,977,193.62	100.000	2,977,193.62	2,977,193.62	100.000	2,977,193.62	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					1,293,389.97	100.000	1,293,389.97	1,293,389.97	100.000	1,293,389.97	1		0.115	0.115
Total for Park Dedication Fees								**4,270,583.59**	**100.000**	**4,270,583.59**	**4,270,583.59**	**100.000**	**4,270,583.59**	**1**		**0.115**	**0.115**
PEG Fund																	
TEXPOOL		LGIP	TexPool					530,802.40	100.000	530,802.40	530,802.40	100.000	530,802.40	1		0.115	0.115
Total for PEG Fund								**530,802.40**	**100.000**	**530,802.40**	**530,802.40**	**100.000**	**530,802.40**	**1**		**0.115**	**0.115**
Public Art Fund																	
TEXPOOL		LGIP	TexPool					32,069.34	100.000	32,069.34	32,069.34	100.000	32,069.34	1		0.115	0.115
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			250,000.00	100.327	250,817.50	250,747.58	100.010	250,025.00	563		0.305	0.305
Total for Public Art Fund								**282,069.34**	**100.290**	**282,886.84**	**282,816.92**	**100.009**	**282,094.34**	**499**		**0.284**	**0.284**
Series 2006 CO-W&S																	
TEXSTAR		LGIP	TexSTAR					5,704,585.28	100.000	5,704,585.28	5,704,585.28	100.000	5,704,585.28	1		0.115	0.115
Total for Series 2006 CO-W&S								**5,704,585.28**	**100.000**	**5,704,585.28**	**5,704,585.28**	**100.000**	**5,704,585.28**	**1**		**0.115**	**0.115**
Series 2006 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					15,014,277.67	100.000	15,014,277.67	15,014,277.67	100.000	15,014,277.67	1		0.115	0.115
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	3,510,136.42	100.060	3,502,100.00	538	173	0.703	0.382
Total for Series 2006 GO Bonds								**18,514,277.67**	**100.107**	**18,534,052.67**	**18,524,414.09**	**100.011**	**18,516,377.67**	**103**		**0.226**	**0.165**



City of Frisco
Detail of Security Holdings
As of 03/31/2012

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 Bonds																	
136FPGA9	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	3,510,136.42	100.060	3,502,100.00	538	173	0.703	0.382
135G0FN8	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	4,996,513.95	100.020	5,001,000.00	600	235	0.593	0.593
13378JS1	03/05/12	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.950	4,997,500.00	704	158	0.430	0.430
otal for Series 2007 CO Bonds								**13,500,000.00**	**100.115**	**13,515,525.00**	**13,506,650.37**	**100.004**	**13,500,600.00**	**622**		**0.561**	**0.478**
eries 2007 CO-W&S																	
EXSTAR		LGIP	TexSTAR					15,845,977.04	100.000	15,845,977.04	15,845,977.04	100.000	15,845,977.04	1		0.115	0.115
otal for Series 2007 CO-W&S								**15,845,977.04**	**100.000**	**15,845,977.04**	**15,845,977.04**	**100.000**	**15,845,977.04**	**1**		**0.115**	**0.115**
eries 2007 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					8,251,243.01	100.000	8,251,243.01	8,251,243.01	100.000	8,251,243.01	1		0.115	0.115
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	100.000	1,000,000.00	482	117	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	4,996,513.95	100.020	5,001,000.00	600	235	0.593	0.593
313378JS1	03/05/12	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.950	4,997,500.00	704	158	0.430	0.430
Total for Series 2007 GO Bonds								**19,251,243.01**	**99.978**	**19,246,993.01**	**19,247,756.96**	**99.992**	**19,249,743.01**	**364**		**0.351**	**0.336**
Series 2008 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					3,477,010.36	100.000	3,477,010.36	3,477,010.36	100.000	3,477,010.36	1		0.115	0.115
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	100.030	7,002,100.00	593	44	0.640	0.640
3134G3MM9	02/27/12	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	ONE TIME	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.990	4,999,500.00	698	333	0.400	0.400
Total for Series 2008 GO Bonds								**15,477,010.36**	**100.000**	**15,477,010.36**	**15,477,010.36**	**100.010**	**15,478,610.36**	**494**		**0.444**	**0.444**
Series 2008-B CO Bonds																	
TEXSTAR		LGIP	TexSTAR					1.21	100.000	1.21	1.21	100.000	1.21	1		0.115	0.115
Total for Series 2008-B CO Bonds								**1.21**	**100.000**	**1.21**	**1.21**	**100.000**	**1.21**	**1**		**0.115**	**0.115**

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 2009 CO Bonds																	
TEXSTAR		LGIP	TexSTAR					207,977.54	100.000	207,977.54	207,977.54	100.000	207,977.54	1		0.115	0.115
Total for Series 2009 CO Bonds								**207,977.54**	**100.000**	**207,977.54**	**207,977.54**	**100.000**	**207,977.54**	**1**		**0.115**	**0.115**
Series 2011 GO Bonds																	
TEXSTAR		LGIP	TexSTAR					4,883,796.75	100.000	4,883,796.75	4,883,796.75	100.000	4,883,796.75	1		0.115	0.115
Total for Series 2011 GO Bonds								**4,883,796.75**	**100.000**	**4,883,796.75**	**4,883,796.75**	**100.000**	**4,883,796.75**	**1**		**0.115**	**0.115**
Solid Waste Operating Fund																	
TEXPOOL		LGIP	TexPool					394,224.65	100.000	394,224.65	394,224.65	100.000	394,224.65	1		0.115	0.115
Total for Solid Waste Operating Fund								**394,224.65**	**100.000**	**394,224.65**	**394,224.65**	**100.000**	**394,224.65**	**1**		**0.115**	**0.115**
Special Events Fund																	
TEXPOOL		LGIP	TexPool					99,314.92	100.000	99,314.92	99,314.92	100.000	99,314.92	1		0.115	0.115
Total for Special Events Fund								**99,314.92**	**100.000**	**99,314.92**	**99,314.92**	**100.000**	**99,314.92**	**1**		**0.115**	**0.115**
Stormwater Operating Fund																	
TEXPOOL		LGIP	TexPool					1,111,133.85	100.000	1,111,133.85	1,111,133.85	100.000	1,111,133.85	1		0.115	0.115
Total for Stormwater Operating Fund								**1,111,133.85**	**100.000**	**1,111,133.85**	**1,111,133.85**	**100.000**	**1,111,133.85**	**1**		**0.115**	**0.115**
Superdrome																	
TEXPOOL		LGIP	TexPool					153,761.65	100.000	153,761.65	153,761.65	100.000	153,761.65	1		0.115	0.115
313378K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	1,500,000.00	100.000	1,500,000.00	1,500,000.00	99.940	1,499,100.00	711	165	0.410	0.410
Total for Superdrome								**1,653,761.65**	**100.000**	**1,653,761.65**	**1,653,761.65**	**99.946**	**1,652,861.65**	**645**		**0.383**	**0.383**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Detail of Security Holdings
As of 03/31/2012

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
TIRZ #1																	
EXPOOL		LGIP	TexPool					3,043,677.62	100.000	3,043,677.62	3,043,677.62	100.000	3,043,677.62	1		0.115	0.115
otal for TIRZ #1								**3,043,677.62**	**100.000**	**3,043,677.62**	**3,043,677.62**	**100.000**	**3,043,677.62**	**1**		**0.115**	**0.115**
affic Control Enforcement																	
EXPOOL		LGIP	TexPool					112,631.76	100.000	112,631.76	112,631.76	100.000	112,631.76	1		0.115	0.115
otal for Traffic Control Enforcement								**112,631.76**	**100.000**	**112,631.76**	**112,631.76**	**100.000**	**112,631.76**	**1**		**0.115**	**0.115**
ater & Sewer Cap Proj Arb Acct																	
EXPOOL		LGIP	TexPool					13,319.55	100.000	13,319.55	13,319.55	100.000	13,319.55	1		0.115	0.115
Total for Water & Sewer Cap Proj Arb Acct								**13,319.55**	**100.000**	**13,319.55**	**13,319.55**	**100.000**	**13,319.55**	**1**		**0.115**	**0.115**
Water & Sewer Fund																	
TEXPOOL		LGIP	TexPool					3,776,035.26	100.000	3,776,035.26	3,776,035.26	100.000	3,776,035.26	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					2,016,643.33	100.000	2,016,643.33	2,016,643.33	100.000	2,016,643.33	1		0.115	0.115
3133XX7F8	02/27/12	AGCY BULET	FHLB	1.625	03/20/13			5,000,000.00	101.490	5,074,490.00	5,067,885.60	101.340	5,067,000.00	354		0.222	0.222
Total for Water & Sewer Fund								**10,792,678.59**	**100.695**	**10,867,168.59**	**10,860,564.19**	**100.625**	**10,859,678.59**	**166**		**0.165**	**0.165**
Water & Sewer Imp Fees																	
TEXPOOL		LGIP	TexPool					6,936,158.40	100.000	6,936,158.40	6,936,158.40	100.000	6,936,158.40	1		0.115	0.115
TEXSTAR		LGIP	TexSTAR					984,283.44	100.000	984,283.44	984,283.44	100.000	984,283.44	1		0.115	0.115
3134G23H3	02/09/12	AGCY BULET	FHLMC	0.500	10/15/13			3,000,000.00	100.327	3,009,810.00	3,008,970.99	100.010	3,000,300.00	563		0.305	0.305
Total for Water & Sewer Imp Fees								**10,920,441.84**	**100.090**	**10,930,251.84**	**10,929,412.83**	**100.003**	**10,920,741.84**	**156**		**0.167**	**0.167**

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
Workforce Housing																	
TEXPOOL		LGIP	TexPool					80,707.74	100.000	80,707.74	80,707.74	100.000	80,707.74	1		0.115	0.115
313378K83	03/12/12	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	QRTLY	350,000.00	100.000	350,000.00	350,000.00	99.940	349,790.00	711	165	0.410	0.410
Total for Workforce Housing								**430,707.74**	**100.000**	**430,707.74**	**430,707.74**	**99.951**	**430,497.74**	**578**		**0.355**	**0.355**
Total for City of Frisco								**252,878,500.56**	**100.061**	**253,030,521.06**	**253,001,970.14**	**100.028**	**252,947,215.56**	**214**		**0.249**	**0.229**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Change in Value
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
pital Proj / Esc											
XPOOL	LGIP	TexPool	20,385,268.19	0.00	(718,042.73)	0.00	0.00	19,667,225.46	20,385,268.19	19,667,225.46	(718,042.73)
34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	1,999,000.00	2,000,000.00	1,000.00
34G2A36	AGCY CALL	FHLMC 0.550 09/09/13	3,150,000.00	0.00	(3,150,000.00)	0.00	0.00	0.00	3,146,220.00	0.00	(3,146,220.00)
3378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	3,150,000.00	0.00	0.00	0.00	3,150,000.00	0.00	3,148,110.00	3,148,110.00
tal for Capital Proj / Esc			**25,535,268.19**	**3,150,000.00**	**(3,868,042.73)**	**0.00**	**0.00**	**24,817,225.46**	**25,530,488.19**	**24,815,335.46**	**(715,152.73)**
pital Project Reserve Fund											
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	1,003,270.00	0.00	(279.67)	0.00	1,002,990.33	0.00	1,000,100.00	1,000,100.00
tal for Capital Project Reserve Fund			**0.00**	**1,003,270.00**	**0.00**	**(279.67)**	**0.00**	**1,002,990.33**	**0.00**	**1,000,100.00**	**1,000,100.00**
Capital Reserve Fund											
TEXPOOL	LGIP	TexPool	1,119,843.21	2,104.41	(288,476.73)	0.00	0.00	833,470.89	1,119,843.21	833,470.89	(286,372.32)
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	500,000.00	0.00	(500,000.00)	0.00	0.00	0.00	500,100.00	0.00	(500,100.00)
Total for Capital Reserve Fund			**1,619,843.21**	**2,104.41**	**(788,476.73)**	**0.00**	**0.00**	**833,470.89**	**1,619,943.21**	**833,470.89**	**(786,472.32)**
CDC Fund											
TEXPOOL	LGIP	TexPool	7,871,015.03	1,481,243.11	(3,645,535.28)	0.00	0.00	5,706,722.86	7,871,015.03	5,706,722.86	(2,164,292.17)
TEXSTAR	LGIP	TexSTAR	1,342,715.08	168.46	(670,322.70)	0.00	0.00	672,560.84	1,342,715.08	672,560.84	(670,154.24)
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	999,500.00	1,000,000.00	500.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	1,999,800.00	1,999,800.00
Total for CDC Fund			**10,213,730.11**	**3,481,411.57**	**(4,315,857.98)**	**0.00**	**0.00**	**9,379,283.70**	**10,213,230.11**	**9,379,083.70**	**(834,146.41)**
CIP Contributions											
TEXSTAR	LGIP	TexSTAR	7,415,535.22	1,871.94	0.00	0.00	0.00	7,417,407.16	7,415,535.22	7,417,407.16	1,871.94
Total for CIP Contributions			**7,415,535.22**	**1,871.94**	**0.00**	**0.00**	**0.00**	**7,417,407.16**	**7,415,535.22**	**7,417,407.16**	**1,871.94**

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
Court Fees											
TEXPOOL	LGIP	TexPool	521,904.01	20,972.65	(2,800.36)	0.00	0.00	540,076.30	521,904.01	540,076.30	18,172.29
Total for Court Fees			**521,904.01**	**20,972.65**	**(2,800.36)**	**0.00**	**0.00**	**540,076.30**	**521,904.01**	**540,076.30**	**18,172.29**
Downtown Improvement											
TEXPOOL	LGIP	TexPool	117,772.39	9,364.08	0.00	0.00	0.00	127,136.47	117,772.39	127,136.47	9,364.08
Total for Downtown Improvement			**117,772.39**	**9,364.08**	**0.00**	**0.00**	**0.00**	**127,136.47**	**117,772.39**	**127,136.47**	**9,364.08**
EDC Fund											
TEXPOOL	LGIP	TexPool	5,194,593.34	1,337,691.12	0.00	0.00	0.00	6,532,284.46	5,194,593.34	6,532,284.46	1,337,691.12
TEXSTAR	LGIP	TexSTAR	8,229,537.25	1,004,501.24	(7,108,836.69)	0.00	0.00	2,125,201.80	8,229,537.25	2,125,201.80	(6,104,335.45)
313374U24	AGCY CALL	FHLB 0.330 08/10/12	999,985.39	0.00	(1,000,000.00)	14.61	0.00	0.00	1,000,000.00	0.00	(1,000,000.00)
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	999,500.00	1,000,000.00	500.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	6,000,000.00	0.00	0.00	0.00	6,000,000.00	0.00	5,999,400.00	5,999,400.00
Total for EDC Fund			**15,424,115.98**	**8,342,192.36**	**(8,108,836.69)**	**14.61**	**0.00**	**15,657,486.26**	**15,423,630.59**	**15,656,886.26**	**233,255.67**



City of Frisco
Change in Value
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
neral Operating Fund											
XPOOL	LGIP	TexPool	1,321,322.79	6,787,831.31	(4,892,293.96)	0.00	0.00	3,216,860.14	1,321,322.79	3,216,860.14	1,895,537.35
XSTAR	LGIP	TexSTAR	13,349,523.69	8,583,760.22	(9,284,514.54)	0.00	0.00	12,648,769.37	13,349,523.69	12,648,769.37	(700,754.32)
:-FRISCO	BANK DEP	Wells Fargo Choice IV	9,833,704.85	5,959.18	0.00	0.00	0.00	9,839,664.03	9,833,704.85	9,839,664.03	5,959.18
3374U24	AGCY CALL	FHLB 0.330 08/10/12	1,999,970.78	0.00	(2,000,000.00)	29.22	0.00	0.00	2,000,000.00	0.00	(2,000,000.00)
3375QQ3	AGCY BULET	FHLB 0.240 09/26/12	0.00	5,002,400.00	0.00	(390.05)	0.00	5,002,009.95	0.00	5,002,000.00	5,002,000.00
3376HQ1	AGCY BULET	FHLB 0.210 12/10/12	0.00	5,001,080.00	0.00	(129.55)	0.00	5,000,950.45	0.00	5,000,000.00	5,000,000.00
34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	5,500,000.00	0.00	(5,500,000.00)	0.00	0.00	0.00	5,501,100.00	0.00	(5,501,100.00)
34G2SN3	AGCY STEP	FHLMC 0.625 07/26/13	1,999,927.74	0.00	(2,000,000.00)	72.26	0.00	0.00	1,999,800.00	0.00	(1,999,800.00)
34G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,500.00	5,000,000.00	2,500.00
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	5,517,985.00	0.00	(1,538.18)	0.00	5,516,446.82	0.00	5,500,550.00	5,500,550.00
34G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	4,000,000.00	0.00	0.00	0.00	4,000,000.00	0.00	3,999,600.00	3,999,600.00
Total for General Operating Fund			**39,004,449.85**	**34,899,015.71**	**(23,676,808.50)**	**(1,956.30)**	**0.00**	**50,224,700.76**	**39,002,951.33**	**50,207,443.54**	**11,204,492.21**
Hotel Motel Tourism											
TEXPOOL	LGIP	TexPool	211,339.40	400,022.98	(599,989.12)	0.00	0.00	11,373.26	211,339.40	11,373.26	(199,966.14)
Total for Hotel Motel Tourism			**211,339.40**	**400,022.98**	**(599,989.12)**	**0.00**	**0.00**	**11,373.26**	**211,339.40**	**11,373.26**	**(199,966.14)**
Impact Fees											
TEXPOOL	LGIP	TexPool	4,574,263.93	395,408.80	0.00	0.00	0.00	4,969,672.73	4,574,263.93	4,969,672.73	395,408.80
TEXSTAR	LGIP	TexSTAR	1,787,884.04	2,003,540.90	(2,999,798.05)	0.00	0.00	791,626.89	1,787,884.04	791,626.89	(996,257.15)
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,999,970.78	0.00	(2,000,000.00)	29.22	0.00	0.00	2,000,000.00	0.00	(2,000,000.00)
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	3,000,000.00	0.00	(3,000,000.00)	0.00	0.00	0.00	3,000,600.00	0.00	(3,000,600.00)
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	3,009,810.00	0.00	(839.01)	0.00	3,008,970.99	0.00	3,000,300.00	3,000,300.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	2,000,000.00	0.00	0.00	0.00	2,000,000.00	0.00	1,999,800.00	1,999,800.00
Total for Impact Fees			**11,362,118.75**	**7,408,759.70**	**(7,999,798.05)**	**(809.79)**	**0.00**	**10,770,270.61**	**11,362,747.97**	**10,761,399.62**	**(601,348.35)**

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
Insurance Reserve Fund											
TEXPOOL	LGIP	TexPool	61,817.01	10.59	(909.15)	0.00	0.00	60,918.43	61,817.01	60,918.43	(898.58)
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	(400,000.00)	0.00	0.00	0.00	400,080.00	0.00	(400,080.00)
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	401,308.00	0.00	(111.87)	0.00	401,196.13	0.00	400,040.00	400,040.00
Total for Insurance Reserve Fund			**1,461,817.01**	**401,318.59**	**(400,909.15)**	**(111.87)**	**0.00**	**1,462,114.56**	**1,461,897.01**	**1,460,958.43**	**(938.58)**
Interest & Sinking Fund											
TEXPOOL	LGIP	TexPool	1,706,445.34	99,243.66	(39,021.85)	0.00	0.00	1,766,667.15	1,706,445.34	1,766,667.15	60,221.81
TEXSTAR	LGIP	TexSTAR	11,126,177.37	14,440,621.19	(23,724,280.84)	0.00	0.00	1,842,517.72	11,126,177.37	1,842,517.72	(9,283,659.65)
Total for Interest & Sinking Fund			**12,832,622.71**	**14,539,864.85**	**(23,763,302.69)**	**0.00**	**0.00**	**3,609,184.87**	**12,832,622.71**	**3,609,184.87**	**(9,223,437.84)**
Panther Creek-PID											
TEXPOOL	LGIP	TexPool	254,395.72	17,883.12	(254,150.60)	0.00	0.00	18,128.24	254,395.72	18,128.24	(236,267.48)
Total for Panther Creek-PID			**254,395.72**	**17,883.12**	**(254,150.60)**	**0.00**	**0.00**	**18,128.24**	**254,395.72**	**18,128.24**	**(236,267.48)**
Park Dedication Fees											
TEXPOOL	LGIP	TexPool	2,679,916.85	297,276.77	0.00	0.00	0.00	2,977,193.62	2,679,916.85	2,977,193.62	297,276.77
TEXSTAR	LGIP	TexSTAR	1,293,063.56	326.41	0.00	0.00	0.00	1,293,389.97	1,293,063.56	1,293,389.97	326.41
Total for Park Dedication Fees			**3,972,980.41**	**297,603.18**	**0.00**	**0.00**	**0.00**	**4,270,583.59**	**3,972,980.41**	**4,270,583.59**	**297,603.18**
PEG Fund											
TEXPOOL	LGIP	TexPool	427,002.29	103,800.11	0.00	0.00	0.00	530,802.40	427,002.29	530,802.40	103,800.11
Total for PEG Fund			**427,002.29**	**103,800.11**	**0.00**	**0.00**	**0.00**	**530,802.40**	**427,002.29**	**530,802.40**	**103,800.11**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Change in Value
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
blic Art Fund											
XPOOL	LGIP	TexPool	33,779.57	3.16	(1,713.39)	0.00	0.00	32,069.34	33,779.57	32,069.34	(1,710.23)
34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	250,000.00	0.00	(250,000.00)	0.00	0.00	0.00	250,050.00	0.00	(250,050.00)
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	250,817.50	0.00	(69.92)	0.00	250,747.58	0.00	250,025.00	250,025.00
tal for Public Art Fund			**283,779.57**	**250,820.66**	**(251,713.39)**	**(69.92)**	**0.00**	**282,816.92**	**283,829.57**	**282,094.34**	**(1,735.23)**
ries 2003 CO-Capital											
XSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
tal 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	5,879,159.53	910.98	(175,485.23)	0.00	0.00	5,704,585.28	5,879,159.53	5,704,585.28	(174,574.25)
Total for Series 2006 CO-W&S			**5,879,159.53**	**910.98**	**(175,485.23)**	**0.00**	**0.00**	**5,704,585.28**	**5,879,159.53**	**5,704,585.28**	**(174,574.25)**
Series 2006 GO Bonds											
TEXSTAR	LGIP	TexSTAR	14,992,992.27	21,285.40	0.00	0.00	0.00	15,014,277.67	14,992,992.27	15,014,277.67	21,285.40
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	3,515,525.02	0.00	0.00	(5,388.60)	0.00	3,510,136.42	3,501,050.00	3,502,100.00	1,050.00
Total for Series 2006 GO Bonds			**18,508,517.29**	**21,285.40**	**0.00**	**(5,388.60)**	**0.00**	**18,524,414.09**	**18,494,042.27**	**18,516,377.67**	**22,335.40**

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
Series 2007 CO Bonds											
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	9,994,484.50	0.00	(10,000,000.00)	5,515.50	0.00	0.00	9,969,000.00	0.00	(9,969,000.00)
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	3,515,525.02	0.00	0.00	(5,388.60)	0.00	3,510,136.42	3,501,050.00	3,502,100.00	1,050.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	4,995,985.05	0.00	0.00	528.90	0.00	4,996,513.95	4,997,000.00	5,001,000.00	4,000.00
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	4,997,500.00	4,997,500.00
Total for Series 2007 CO Bonds			**18,505,994.57**	**5,000,000.00**	**(10,000,000.00)**	**655.80**	**0.00**	**13,506,650.37**	**18,467,050.00**	**13,500,600.00**	**(4,966,450.00)**
Series 2007 CO-W&S											
TEXSTAR	LGIP	TexSTAR	10,824,011.22	10,020,391.31	(4,998,425.49)	0.00	0.00	15,845,977.04	10,824,011.22	15,845,977.04	5,021,965.82
Total for Series 2007 CO-W&S			**10,824,011.22**	**10,020,391.31**	**(4,998,425.49)**	**0.00**	**0.00**	**15,845,977.04**	**10,824,011.22**	**15,845,977.04**	**5,021,965.82**
Series 2007 GO Bonds											
TEXSTAR	LGIP	TexSTAR	8,237,789.98	5,012,633.70	(4,999,180.67)	0.00	0.00	8,251,243.01	8,237,789.98	8,251,243.01	13,453.03
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	4,997,242.25	0.00	(5,000,000.00)	2,757.75	0.00	0.00	4,984,500.00	0.00	(4,984,500.00)
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	999,500.00	1,000,000.00	500.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	4,995,985.05	0.00	0.00	528.90	0.00	4,996,513.95	4,997,000.00	5,001,000.00	4,000.00
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	4,997,500.00	4,997,500.00
Total for Series 2007 GO Bonds			**19,231,017.28**	**10,012,633.70**	**(9,999,180.67)**	**3,286.65**	**0.00**	**19,247,756.96**	**19,218,789.98**	**19,249,743.01**	**30,953.03**
Series 2008 GO Bonds											
TEXSTAR	LGIP	TexSTAR	3,467,506.46	5,008,921.43	(4,999,417.53)	0.00	0.00	3,477,010.36	3,467,506.46	3,477,010.36	9,503.90
313374U24	AGCY CALL	FHLB 0.330 08/10/12	4,999,926.95	0.00	(5,000,000.00)	73.05	0.00	0.00	5,000,000.00	0.00	(5,000,000.00)
3135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	7,000,000.00	0.00	0.00	0.00	0.00	7,000,000.00	7,003,500.00	7,002,100.00	(1,400.00)
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	4,999,500.00	4,999,500.00
Total for Series 2008 GO Bonds			**15,467,433.41**	**10,008,921.43**	**(9,999,417.53)**	**73.05**	**0.00**	**15,477,010.36**	**15,471,006.46**	**15,478,610.36**	**7,603.90**



City of Frisco
Change in Value
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
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**
ries 2009 CO Bonds											
XPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
XSTAR	LGIP	TexSTAR	207,925.05	52.49	0.00	0.00	0.00	207,977.54	207,925.05	207,977.54	52.49
tal for Series 2009 CO Bonds			**207,925.05**	**52.49**	**0.00**	**0.00**	**0.00**	**207,977.54**	**207,925.05**	**207,977.54**	**52.49**
ries 2011 GO Bonds											
TEXSTAR	LGIP	TexSTAR	4,882,564.22	1,232.53	0.00	0.00	0.00	4,883,796.75	4,882,564.22	4,883,796.75	1,232.53
Total for Series 2011 GO Bonds			**4,882,564.22**	**1,232.53**	**0.00**	**0.00**	**0.00**	**4,883,796.75**	**4,882,564.22**	**4,883,796.75**	**1,232.53**
Solid Waste Operating Fund											
TEXPOOL	LGIP	TexPool	394,128.58	96.07	0.00	0.00	0.00	394,224.65	394,128.58	394,224.65	96.07
Total for Solid Waste Operating Fund			**394,128.58**	**96.07**	**0.00**	**0.00**	**0.00**	**394,224.65**	**394,128.58**	**394,224.65**	**96.07**
Special Events Fund											
TEXPOOL	LGIP	TexPool	99,728.34	2,754.20	(3,167.62)	0.00	0.00	99,314.92	99,728.34	99,314.92	(413.42)
Total for Special Events Fund			**99,728.34**	**2,754.20**	**(3,167.62)**	**0.00**	**0.00**	**99,314.92**	**99,728.34**	**99,314.92**	**(413.42)**
Stormwater Operating Fund											
TEXPOOL	LGIP	TexPool	1,044,164.98	66,968.87	0.00	0.00	0.00	1,111,133.85	1,044,164.98	1,111,133.85	66,968.87
Total for Stormwater Operating Fund			**1,044,164.98**	**66,968.87**	**0.00**	**0.00**	**0.00**	**1,111,133.85**	**1,044,164.98**	**1,111,133.85**	**66,968.87**

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
Superdrome											
TEXPOOL	LGIP	TexPool	169,599.33	4,139.86	(19,977.54)	0.00	0.00	153,761.65	169,599.33	153,761.65	(15,837.68)
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	1,500,000.00	0.00	(1,500,000.00)	0.00	0.00	0.00	1,498,200.00	0.00	(1,498,200.00)
313378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00	0.00	1,499,100.00	1,499,100.00
Total for Superdrome			**1,669,599.33**	**1,504,139.86**	**(1,519,977.54)**	**0.00**	**0.00**	**1,653,761.65**	**1,667,799.33**	**1,652,861.65**	**(14,937.68)**
TIRZ #1											
TEXPOOL	LGIP	TexPool	4,343,236.78	27,334.24	(1,326,893.40)	0.00	0.00	3,043,677.62	4,343,236.78	3,043,677.62	(1,299,559.16)
Total for TIRZ #1			**4,343,236.78**	**27,334.24**	**(1,326,893.40)**	**0.00**	**0.00**	**3,043,677.62**	**4,343,236.78**	**3,043,677.62**	**(1,299,559.16)**
Traffic Control Enforcement											
TEXPOOL	LGIP	TexPool	79,649.81	32,981.95	0.00	0.00	0.00	112,631.76	79,649.81	112,631.76	32,981.95
Total for Traffic Control Enforcement			**79,649.81**	**32,981.95**	**0.00**	**0.00**	**0.00**	**112,631.76**	**79,649.81**	**112,631.76**	**32,981.95**
Water & Sewer Cap Proj Arb Acct											
TEXPOOL	LGIP	TexPool	13,316.35	3.20	0.00	0.00	0.00	13,319.55	13,316.35	13,319.55	3.20
Total for Water & Sewer Cap Proj Arb Acct			**13,316.35**	**3.20**	**0.00**	**0.00**	**0.00**	**13,319.55**	**13,316.35**	**13,319.55**	**3.20**
Water & Sewer Fund											
TEXPOOL	LGIP	TexPool	9,276,194.94	41,680.42	(5,541,840.10)	0.00	0.00	3,776,035.26	9,276,194.94	3,776,035.26	(5,500,159.68)
TEXSTAR	LGIP	TexSTAR	5,015,730.91	4,000,643.41	(6,999,730.99)	0.00	0.00	2,016,643.33	5,015,730.91	2,016,643.33	(2,999,087.58)
3133XX7F8	AGCY BULET	FHLB 1.625 03/20/13	0.00	5,074,490.00	0.00	(6,604.40)	0.00	5,067,885.60	0.00	5,067,000.00	5,067,000.00
Total for Water & Sewer Fund			**14,291,925.85**	**9,116,813.83**	**(12,541,571.09)**	**(6,604.40)**	**0.00**	**10,860,564.19**	**14,291,925.85**	**10,859,678.59**	**(3,432,247.26)**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Change in Value
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	12/31/11 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/12 Book Value	12/31/11 Market Value	03/31/12 Market Value	Change in Mkt Value
ter & Sewer Imp Fees											
XPOOL	LGIP	TexPool	6,370,503.94	565,654.46	0.00	0.00	0.00	6,936,158.40	6,370,503.94	6,936,158.40	565,654.46
XSTAR	LGIP	TexSTAR	2,983,850.00	324.62	(1,999,891.18)	0.00	0.00	984,283.44	2,983,850.00	984,283.44	(1,999,566.56)
34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	3,000,000.00	0.00	(3,000,000.00)	0.00	0.00	0.00	3,000,600.00	0.00	(3,000,600.00)
34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	3,009,810.00	0.00	(839.01)	0.00	3,008,970.99	0.00	3,000,300.00	3,000,300.00
tal for Water & Sewer Imp Fees			**12,354,353.94**	**3,575,789.08**	**(4,999,891.18)**	**(839.01)**	**0.00**	**10,929,412.83**	**12,354,953.94**	**10,920,741.84**	**(1,434,212.10)**
rkforce Housing											
XPOOL	LGIP	TexPool	79,725.66	982.08	0.00	0.00	0.00	80,707.74	79,725.66	80,707.74	982.08
34G2A36	AGCY CALL	FHLMC 0.550 09/09/13	350,000.00	0.00	(350,000.00)	0.00	0.00	0.00	349,580.00	0.00	(349,580.00)
3378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	350,000.00	0.00	0.00	0.00	350,000.00	0.00	349,790.00	349,790.00
Total for Workforce Housing			**429,725.66**	**350,982.08**	**(350,000.00)**	**0.00**	**0.00**	**430,707.74**	**429,305.66**	**430,497.74**	**1,192.08**
Total for City of Frisco			**258,885,128.22**	**124,073,567.13**	**(129,944,695.74)**	**(12,029.45)**	**0.00**	**253,001,970.14**	**258,815,029.69**	**252,947,215.56**	**(5,867,814.13)**

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	4,909.42	4,909.42	0.00	0.00	0.00	4,909.42
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	3,444.44	2,000.00	4,000.00	0.00	1,444.44	0.00	2,000.00
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	5,390.00	3,272.50	8,662.50	0.00	0.00	0.00	3,272.50
313378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	681.63	0.00	0.00	681.63	0.00	681.63
Total for Capital Proj / Esc			**8,834.44**	**10,863.55**	**17,571.92**	**0.00**	**2,126.07**	**0.00**	**10,863.55**
Capital Project Reserve Fund									
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	722.22	0.00	(1,513.89)	2,236.11	(279.67)	442.55
Total for Capital Project Reserve Fund			**0.00**	**722.22**	**0.00**	**(1,513.89)**	**2,236.11**	**(279.67)**	**442.55**
Capital Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	221.82	221.82	0.00	0.00	0.00	221.82
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	993.06	256.94	1,250.00	0.00	0.00	0.00	256.94
Total for Capital Reserve Fund			**993.06**	**478.76**	**1,471.82**	**0.00**	**0.00**	**0.00**	**478.76**
CDC Fund									
TEXPOOL	LGIP	TexPool	0.00	1,640.70	1,640.70	0.00	0.00	0.00	1,640.70
TEXSTAR	LGIP	TexSTAR	0.00	231.76	231.76	0.00	0.00	0.00	231.76
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,722.22	1,000.00	2,000.00	0.00	722.22	0.00	1,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	711.12	0.00	(44.44)	755.56	0.00	711.12
Total for CDC Fund			**1,722.22**	**3,583.58**	**3,872.46**	**(44.44)**	**1,477.78**	**0.00**	**3,583.58**
CIP Contributions									
TEXSTAR	LGIP	TexSTAR	0.00	1,871.94	1,871.94	0.00	0.00	0.00	1,871.94
Total for CIP Contributions			**0.00**	**1,871.94**	**1,871.94**	**0.00**	**0.00**	**0.00**	**1,871.94**



City of Frisco

Earned Income

From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
ourt Fees									
EXPOOL	LGIP	TexPool	0.00	129.03	129.03	0.00	0.00	0.00	129.03
otal for Court Fees			**0.00**	**129.03**	**129.03**	**0.00**	**0.00**	**0.00**	**129.03**
owntown Improvement									
EXPOOL	LGIP	TexPool	0.00	30.38	30.38	0.00	0.00	0.00	30.38
otal for Downtown Improvement			**0.00**	**30.38**	**30.38**	**0.00**	**0.00**	**0.00**	**30.38**
DC Fund									
EXPOOL	LGIP	TexPool	0.00	1,449.31	1,449.31	0.00	0.00	0.00	1,449.31
TEXSTAR	LGIP	TexSTAR	0.00	1,459.06	1,459.06	0.00	0.00	0.00	1,459.06
313374U24	AGCY CALL	FHLB 0.330 08/10/12	1,420.83	229.17	1,650.00	0.00	0.00	14.61	243.78
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,722.22	1,000.00	2,000.00	0.00	722.22	0.00	1,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	2,155.56	0.00	(111.11)	2,266.67	0.00	2,155.56
Total for EDC Fund			**3,143.05**	**6,293.10**	**6,558.37**	**(111.11)**	**2,988.89**	**14.61**	**6,307.71**
General Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	1,671.51	1,671.51	0.00	0.00	0.00	1,671.51
TEXSTAR	LGIP	TexSTAR	0.00	5,847.07	5,847.07	0.00	0.00	0.00	5,847.07
WF-FRISCO	BANK DEP	Wells Fargo Choice IV	0.00	5,959.18	5,959.18	0.00	0.00	0.00	5,959.18
313374U24	AGCY CALL	FHLB 0.330 08/10/12	2,841.67	458.33	3,300.00	0.00	0.00	29.22	487.55
313375QQ3	AGCY BULET	FHLB 0.240 09/26/12	0.00	1,133.34	6,000.00	(5,033.33)	166.67	(390.05)	743.29
313376HQ1	AGCY BULET	FHLB 0.210 12/10/12	0.00	991.67	0.00	(2,275.00)	3,266.67	(129.55)	862.12
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	10,923.61	2,826.39	13,750.00	0.00	0.00	0.00	2,826.39
3134G2SN3	AGCY STEP	FHLMC 0.625 07/26/13	3,229.17	520.83	3,750.00	0.00	0.00	72.26	593.09
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	8,611.11	5,000.00	10,000.00	0.00	3,611.11	0.00	5,000.00
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	3,972.22	0.00	(8,326.39)	12,298.61	(1,538.18)	2,434.04
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	1,511.11	0.00	0.00	1,511.11	0.00	1,511.11
Total for General Operating Fund			**25,605.56**	**29,891.65**	**50,277.76**	**(15,634.72)**	**20,854.17**	**(1,956.30)**	**27,935.35**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Hotel Motel Tourism									
TEXPOOL	LGIP	TexPool	0.00	33.86	33.86	0.00	0.00	0.00	33.86
Total for Hotel Motel Tourism			**0.00**	**33.86**	**33.86**	**0.00**	**0.00**	**0.00**	**33.86**
Impact Fees									
TEXPOOL	LGIP	TexPool	0.00	1,167.23	1,167.23	0.00	0.00	0.00	1,167.23
TEXSTAR	LGIP	TexSTAR	0.00	442.85	442.85	0.00	0.00	0.00	442.85
313374U24	AGCY CALL	FHLB 0.330 08/10/12	2,841.67	458.33	3,300.00	0.00	0.00	29.22	487.55
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	5,958.33	1,541.67	7,500.00	0.00	0.00	0.00	1,541.67
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	2,166.66	0.00	(4,541.67)	6,708.33	(839.01)	1,327.65
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	755.56	0.00	0.00	755.56	0.00	755.56
Total for Impact Fees			**8,800.00**	**6,532.30**	**12,410.08**	**(4,541.67)**	**7,463.89**	**(809.79)**	**5,722.51**
Insurance Reserve Fund									
TEXPOOL	LGIP	TexPool	0.00	14.98	14.98	0.00	0.00	0.00	14.98
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	3,917.81	1,371.23	0.00	0.00	5,289.04	0.00	1,371.23
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	794.44	205.56	1,000.00	0.00	0.00	0.00	205.56
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	288.88	0.00	(605.56)	894.44	(111.87)	177.01
Total for Insurance Reserve Fund			**4,712.25**	**1,880.65**	**1,014.98**	**(605.56)**	**6,183.48**	**(111.87)**	**1,768.78**
Interest & Sinking Fund									
TEXPOOL	LGIP	TexPool	0.00	424.30	424.30	0.00	0.00	0.00	424.30
TEXSTAR	LGIP	TexSTAR	0.00	2,276.27	2,276.27	0.00	0.00	0.00	2,276.27
Total for Interest & Sinking Fund			**0.00**	**2,700.57**	**2,700.57**	**0.00**	**0.00**	**0.00**	**2,700.57**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Earned Income
From 12/31/2011 to 03/31/2012

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
anther Creek-PID									
EXPOOL	LGIP	TexPool	0.00	25.76	25.76	0.00	0.00	0.00	25.76
otal for Panther Creek-PID			**0.00**	**25.76**	**25.76**	**0.00**	**0.00**	**0.00**	**25.76**
ark Dedication Fees									
EXPOOL	LGIP	TexPool	0.00	686.77	686.77	0.00	0.00	0.00	686.77
EXSTAR	LGIP	TexSTAR	0.00	326.41	326.41	0.00	0.00	0.00	326.41
otal for Park Dedication Fees			**0.00**	**1,013.18**	**1,013.18**	**0.00**	**0.00**	**0.00**	**1,013.18**
EG Fund									
TEXPOOL	LGIP	TexPool	0.00	118.38	118.38	0.00	0.00	0.00	118.38
Total for PEG Fund			**0.00**	**118.38**	**118.38**	**0.00**	**0.00**	**0.00**	**118.38**
Public Art Fund									
TEXPOOL	LGIP	TexPool	0.00	8.01	8.01	0.00	0.00	0.00	8.01
3134G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	496.53	128.47	625.00	0.00	0.00	0.00	128.47
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	180.56	0.00	(378.47)	559.03	(69.92)	110.64
Total for Public Art Fund			**496.53**	**317.04**	**633.01**	**(378.47)**	**559.03**	**(69.92)**	**247.12**
Series 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**

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 2006 CO-W&S									
TEXSTAR	LGIP	TexSTAR	0.00	1,483.08	1,483.08	0.00	0.00	0.00	1,483.08
Total for Series 2006 CO-W&S			**0.00**	**1,483.08**	**1,483.08**	**0.00**	**0.00**	**0.00**	**1,483.08**
Series 2006 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	3,785.40	3,785.40	0.00	0.00	0.00	3,785.40
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	9,819.44	8,750.00	17,500.00	0.00	1,069.44	(5,388.60)	3,361.40
Total for Series 2006 GO Bonds			**9,819.44**	**12,535.40**	**21,285.40**	**0.00**	**1,069.44**	**(5,388.60)**	**7,146.80**
Series 2007 CO Bonds									
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	14,400.00	3,466.67	17,866.67	0.00	0.00	5,515.50	8,982.17
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	9,819.44	8,750.00	17,500.00	0.00	1,069.44	(5,388.60)	3,361.40
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	3,055.56	6,875.00	0.00	0.00	9,930.56	528.90	7,403.90
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	0.00	1,552.78	0.00	0.00	1,552.78	0.00	1,552.78
Total for Series 2007 CO Bonds			**27,275.00**	**20,644.45**	**35,366.67**	**0.00**	**12,552.78**	**655.80**	**21,300.25**
Series 2007 CO-W&S									
TEXSTAR	LGIP	TexSTAR	0.00	4,084.63	4,084.63	0.00	0.00	0.00	4,084.63
Total for Series 2007 CO-W&S			**0.00**	**4,084.63**	**4,084.63**	**0.00**	**0.00**	**0.00**	**4,084.63**
Series 2007 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	2,519.68	2,519.68	0.00	0.00	0.00	2,519.68
31331KNE6	AGCY CALL	FFCB 0.480 03/13/13	7,200.00	1,733.33	8,933.33	0.00	0.00	2,757.75	4,491.08
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	1,722.22	1,000.00	2,000.00	0.00	722.22	0.00	1,000.00
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	3,055.56	6,875.00	0.00	0.00	9,930.56	528.90	7,403.90
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	0.00	1,552.78	0.00	0.00	1,552.78	0.00	1,552.78
Total for Series 2007 GO Bonds			**11,977.78**	**13,680.79**	**13,453.01**	**0.00**	**12,205.56**	**3,286.65**	**16,967.44**



City of Frisco

Earned Income

From 12/31/2011 to 03/31/2012

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 GO Bonds									
EXSTAR	LGIP	TexSTAR	0.00	1,253.90	1,253.90	0.00	0.00	0.00	1,253.90
I3374U24	AGCY CALL	FHLB 0.330 08/10/12	7,104.17	1,145.83	8,250.00	0.00	0.00	73.05	1,218.88
I35G0FA6	AGCY CALL	FNMA 0.640 11/14/13	5,848.89	11,200.00	0.00	0.00	17,048.89	0.00	11,200.00
I34G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	0.00	1,888.89	0.00	0.00	1,888.89	0.00	1,888.89
otal for Series 2008 GO Bonds			**12,953.06**	**15,488.62**	**9,503.90**	**0.00**	**18,937.78**	**73.05**	**15,561.67**
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									
TEXSTAR	LGIP	TexSTAR	0.00	52.49	52.49	0.00	0.00	0.00	52.49
Total for Series 2009 CO Bonds			**0.00**	**52.49**	**52.49**	**0.00**	**0.00**	**0.00**	**52.49**
Series 2011 GO Bonds									
TEXSTAR	LGIP	TexSTAR	0.00	1,232.53	1,232.53	0.00	0.00	0.00	1,232.53
Total for Series 2011 GO Bonds			**0.00**	**1,232.53**	**1,232.53**	**0.00**	**0.00**	**0.00**	**1,232.53**
Solid Waste Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	96.07	96.07	0.00	0.00	0.00	96.07
Total for Solid Waste Operating Fund			**0.00**	**96.07**	**96.07**	**0.00**	**0.00**	**0.00**	**96.07**
Special Events Fund									
TEXPOOL	LGIP	TexPool	0.00	24.08	24.08	0.00	0.00	0.00	24.08
Total for Special Events Fund			**0.00**	**24.08**	**24.08**	**0.00**	**0.00**	**0.00**	**24.08**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Stormwater Operating Fund									
TEXPOOL	LGIP	TexPool	0.00	266.13	266.13	0.00	0.00	0.00	266.13
Total for Stormwater Operating Fund			**0.00**	**266.13**	**266.13**	**0.00**	**0.00**	**0.00**	**266.13**
Superdrome									
TEXPOOL	LGIP	TexPool	0.00	38.32	38.32	0.00	0.00	0.00	38.32
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	2,566.67	1,558.33	4,125.00	0.00	0.00	0.00	1,558.33
313378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	324.58	0.00	0.00	324.58	0.00	324.58
Total for Superdrome			**2,566.67**	**1,921.23**	**4,163.32**	**0.00**	**324.58**	**0.00**	**1,921.23**
TIRZ #1									
TEXPOOL	LGIP	TexPool	0.00	817.98	817.98	0.00	0.00	0.00	817.98
Total for TIRZ #1			**0.00**	**817.98**	**817.98**	**0.00**	**0.00**	**0.00**	**817.98**
Traffic Control Enforcement									
TEXPOOL	LGIP	TexPool	0.00	24.04	24.04	0.00	0.00	0.00	24.04
Total for Traffic Control Enforcement			**0.00**	**24.04**	**24.04**	**0.00**	**0.00**	**0.00**	**24.04**
Water & Sewer Cap Proj Arb Acct									
TEXPOOL	LGIP	TexPool	0.00	3.20	3.20	0.00	0.00	0.00	3.20
Total for Water & Sewer Cap Proj Arb Acct			**0.00**	**3.20**	**3.20**	**0.00**	**0.00**	**0.00**	**3.20**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Earned Income
From 12/31/2011 to 03/31/2012

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 Fund									
EXPOOL	LGIP	TexPool	0.00	1,651.66	1,651.66	0.00	0.00	0.00	1,651.66
EXSTAR	LGIP	TexSTAR	0.00	912.42	912.42	0.00	0.00	0.00	912.42
I33XX7F8	AGCY BULET	FHLB 1.625 03/20/13	0.00	7,673.61	40,625.00	(35,434.03)	2,482.64	(6,604.40)	1,069.21
otal for Water & Sewer Fund			**0.00**	**10,237.69**	**43,189.08**	**(35,434.03)**	**2,482.64**	**(6,604.40)**	**3,633.29**
ater & Sewer Imp Fees									
EXPOOL	LGIP	TexPool	0.00	1,627.83	1,627.83	0.00	0.00	0.00	1,627.83
EXSTAR	LGIP	TexSTAR	0.00	433.44	433.44	0.00	0.00	0.00	433.44
I34G2UC4	AGCY CALL	FHLMC 0.500 02/08/13	5,958.33	1,541.67	7,500.00	0.00	0.00	0.00	1,541.67
I34G23H3	AGCY BULET	FHLMC 0.500 10/15/13	0.00	2,166.66	0.00	(4,541.67)	6,708.33	(839.01)	1,327.65
Total for Water & Sewer Imp Fees			**5,958.33**	**5,769.60**	**9,561.27**	**(4,541.67)**	**6,708.33**	**(839.01)**	**4,930.59**
Workforce Housing									
TEXPOOL	LGIP	TexPool	0.00	19.58	19.58	0.00	0.00	0.00	19.58
3134G2A36	AGCY CALL	FHLMC 0.550 09/09/13	598.89	363.61	962.50	0.00	0.00	0.00	363.61
313378K83	AGCY CALL	FHLB 0.410 03/12/14	0.00	75.74	0.00	0.00	75.74	0.00	75.74
Total for Workforce Housing			**598.89**	**458.93**	**982.08**	**0.00**	**75.74**	**0.00**	**458.93**
Total for City of Frisco			**125,456.28**	**155,306.89**	**245,322.46**	**(62,805.56)**	**98,246.27**	**(12,029.45)**	**143,277.44**

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
Capital Proj / Esc															
Calls															
03/08/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	3,150,000.00	100.000	3,150,000.00	0.00	3,150,000.00		0.550	0.550
Total for: Calls								**3,150,000.00**		**3,150,000.00**	**0.00**	**3,150,000.00**		**0.550**	**0.550**
Purchases															
03/05/12	03/12/12	313378K83	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	3,150,000.00	100.000	3,150,000.00	0.00	3,150,000.00		0.410	0.410
Total for: Purchases								**3,150,000.00**		**3,150,000.00**	**0.00**	**3,150,000.00**		**0.410**	**0.410**
Income Payments															
01/26/12	01/26/12	3134G2SQ6	AGCY STEP	FHLMC	0.400	07/26/13				0.00	4,000.00	4,000.00			
03/09/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13				0.00	8,662.50	8,662.50			
Total for: Income Payments										**0.00**	**12,662.50**	**12,662.50**			
Capital Project Reserve Fund															
Purchases															
02/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		1,000,000.00	100.327	1,003,270.00	1,513.89	1,004,783.89		0.305	0.305
Total for: Purchases								**1,000,000.00**		**1,003,270.00**	**1,513.89**	**1,004,783.89**		**0.305**	**0.305**
Capital Reserve Fund															
Calls															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	500,000.00	100.000	500,000.00	0.00	500,000.00		0.500	0.500
Total for: Calls								**500,000.00**		**500,000.00**	**0.00**	**500,000.00**		**0.500**	**0.500**
Income Payments															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	1,250.00	1,250.00			
Total for: Income Payments										**0.00**	**1,250.00**	**1,250.00**			



City of Frisco
Investment Transactions
From 01/01/2012 to 03/31/2012

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
DC Fund															
urchases															
2/28/12	02/29/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	44.44	2,000,044.44		0.400	0.400
tal for: Purchases								**2,000,000.00**		**2,000,000.00**	**44.44**	**2,000,044.44**		**0.400**	**0.400**
come Payments															
1/26/12	01/26/12	3134G2SQ6	AGCY STEP	FHLMC	0.400	07/26/13				0.00	2,000.00	2,000.00			
tal for: Income Payments										**0.00**	**2,000.00**	**2,000.00**			
DC Fund															
lls															
01/20/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	1,000,000.00	100.000	1,000,000.00	0.00	1,000,000.00		0.332	
Total for: Calls								**1,000,000.00**		**1,000,000.00**	**0.00**	**1,000,000.00**		**0.332**	
Purchases															
01/26/12	02/27/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	1,000,000.00	100.000	1,000,000.00	0.00	1,000,000.00		0.400	0.400
02/28/12	02/29/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	5,000,000.00	100.000	5,000,000.00	111.11	5,000,111.11		0.400	0.400
Total for: Purchases								**6,000,000.00**		**6,000,000.00**	**111.11**	**6,000,111.11**		**0.400**	**0.400**
Income Payments															
01/26/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12				0.00	1,650.00	1,650.00			
01/26/12	01/26/12	3134G2SQ6	AGCY STEP	FHLMC	0.400	07/26/13				0.00	2,000.00	2,000.00			
Total for: Income Payments										**0.00**	**3,650.00**	**3,650.00**			

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
General Operating Fund															
Calls															
01/20/12	01/26/12	3134G2SN3	AGCY STEP	FHLMC	0.625	07/26/13	01/26/12	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.765	
01/20/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.332	
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	5,500,000.00	100.000	5,500,000.00	0.00	5,500,000.00		0.500	0.500
Total for: Calls								**9,500,000.00**		**9,500,000.00**	**0.00**	**9,500,000.00**		**0.521**	**0.289**
Purchases															
01/26/12	02/27/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		0.400	0.400
02/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		5,500,000.00	100.327	5,517,985.00	8,326.39	5,526,311.39		0.305	0.305
02/24/12	02/27/12	313376HQ1	AGCY BULET	FHLB	0.210	12/10/12		5,000,000.00	100.022	5,001,080.00	2,275.00	5,003,355.00		0.182	0.182
02/24/12	02/27/12	313375QQ3	AGCY BULET	FHLB	0.240	09/26/12		5,000,000.00	100.048	5,002,400.00	5,033.33	5,007,433.33		0.157	0.157
Total for: Purchases								**19,500,000.00**		**19,521,465.00**	**15,634.72**	**19,537,099.72**		**0.255**	**0.255**
Income Payments															
01/26/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12				0.00	3,300.00	3,300.00			
01/26/12	01/26/12	3134G2SN3	AGCY STEP	FHLMC	0.625	07/26/13				0.00	3,750.00	3,750.00			
01/26/12	01/26/12	3134G2SQ6	AGCY STEP	FHLMC	0.400	07/26/13				0.00	10,000.00	10,000.00			
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	13,750.00	13,750.00			
03/26/12	03/26/12	313375QQ3	AGCY BULET	FHLB	0.240	09/26/12				0.00	6,000.00	6,000.00			
Total for: Income Payments										**0.00**	**36,800.00**	**36,800.00**			

FirstSouthwest
A PlainsCapital Company

City of Frisco
Investment Transactions
From 01/01/2012 to 03/31/2012

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
pact Fees															
lls															
1/20/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.332	
2/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.500	0.500
tal for: Calls								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.433**	**0.300**
rchases															
1/26/12	02/27/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.400	0.400
2/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		3,000,000.00	100.327	3,009,810.00	4,541.67	3,014,351.67		0.305	0.305
tal for: Purchases								**5,000,000.00**		**5,009,810.00**	**4,541.67**	**5,014,351.67**		**0.343**	**0.343**
Income Payments															
01/26/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12				0.00	3,300.00	3,300.00			
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	7,500.00	7,500.00			
Total for: Income Payments										**0.00**	**10,800.00**	**10,800.00**			

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
Insurance Reserve Fund															
Calls															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	400,000.00	100.000	400,000.00	0.00	400,000.00		0.500	0.500
Total for: Calls								**400,000.00**		**400,000.00**	**0.00**	**400,000.00**		**0.500**	**0.500**
Purchases															
02/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		400,000.00	100.327	401,308.00	605.56	401,913.56		0.305	0.305
Total for: Purchases								**400,000.00**		**401,308.00**	**605.56**	**401,913.56**		**0.305**	**0.305**
Income Payments															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	1,000.00	1,000.00			
Total for: Income Payments										**0.00**	**1,000.00**	**1,000.00**			
Public Art Fund															
Calls															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	250,000.00	100.000	250,000.00	0.00	250,000.00		0.500	0.500
Total for: Calls								**250,000.00**		**250,000.00**	**0.00**	**250,000.00**		**0.500**	**0.500**
Purchases															
02/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		250,000.00	100.327	250,817.50	378.47	251,195.97		0.305	0.305
Total for: Purchases								**250,000.00**		**250,817.50**	**378.47**	**251,195.97**		**0.305**	**0.305**
Income Payments															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	625.00	625.00			
Total for: Income Payments										**0.00**	**625.00**	**625.00**			

FirstSouthwest
A PlainsCapital Company

City of Frisco
Investment Transactions
From 01/01/2012 to 03/31/2012

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 2006 GO Bonds															
come Payments															
3/20/12	03/20/12	3136FPGA9	AGCY CALL	FNMA	1.000	09/20/13				0.00	17,500.00	17,500.00			
tal for: Income Payments										**0.00**	**17,500.00**	**17,500.00**			
ries 2007 CO Bonds															
lls															
1/24/12	01/27/12	31331KNE6	AGCY CALL	FFCB	0.480	03/13/13	01/27/12	10,000,000.00	100.000	10,000,000.00	17,866.67	10,017,866.67		0.526	
tal for: Calls								**10,000,000.00**		**10,000,000.00**	**17,866.67**	**10,017,866.67**		**0.526**	
rchases															
03/02/12	03/05/12	313378JS1	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.430	0.430
Total for: Purchases								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.430**	**0.430**
Income Payments															
03/20/12	03/20/12	3136FPGA9	AGCY CALL	FNMA	1.000	09/20/13				0.00	17,500.00	17,500.00			
Total for: Income Payments										**0.00**	**17,500.00**	**17,500.00**			

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															
01/24/12	01/27/12	31331KNE6	AGCY CALL	FFCB	0.480	03/13/13	01/27/12	5,000,000.00	100.000	5,000,000.00	8,933.33	5,008,933.33		0.526	
Total for: Calls								**5,000,000.00**		**5,000,000.00**	**8,933.33**	**5,008,933.33**		**0.526**	
Purchases															
03/02/12	03/05/12	313378JS1	AGCY CALL	FHLB	0.430	03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.430	0.430
Total for: Purchases								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.430**	**0.430**
Income Payments															
01/26/12	01/26/12	3134G2SQ6	AGCY STEP	FHLMC	0.400	07/26/13				0.00	2,000.00	2,000.00			
Total for: Income Payments										**0.00**	**2,000.00**	**2,000.00**			
Series 2008 GO Bonds															
Calls															
01/20/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12	01/26/12	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.332	
Total for: Calls								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.332**	
Purchases															
01/26/12	02/27/12	3134G3MM9	AGCY CALL	FHLMC	0.400	02/27/14	02/27/13	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.400	0.400
Total for: Purchases								**5,000,000.00**		**5,000,000.00**	**0.00**	**5,000,000.00**		**0.400**	**0.400**
Income Payments															
01/26/12	01/26/12	313374U24	AGCY CALL	FHLB	0.330	08/10/12				0.00	8,250.00	8,250.00			
Total for: Income Payments										**0.00**	**8,250.00**	**8,250.00**			

AGENDA ITEM #15.

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
iperdrome															
lls															
3/08/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.550	0.550
tal for: Calls								**1,500,000.00**		**1,500,000.00**	**0.00**	**1,500,000.00**		**0.550**	**0.550**
rchases															
3/05/12	03/12/12	313378K83	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	1,500,000.00	100.000	1,500,000.00	0.00	1,500,000.00		0.410	0.410
tal for: Purchases								**1,500,000.00**		**1,500,000.00**	**0.00**	**1,500,000.00**		**0.410**	**0.410**
come Payments															
3/09/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13				0.00	4,125.00	4,125.00			
Total for: Income Payments										**0.00**	**4,125.00**	**4,125.00**			
Water & Sewer Fund															
Purchases															
02/24/12	02/27/12	3133XX7F8	AGCY BULET	FHLB	1.625	03/20/13		5,000,000.00	101.490	5,074,490.00	35,434.03	5,109,924.03		0.222	0.222
Total for: Purchases								**5,000,000.00**		**5,074,490.00**	**35,434.03**	**5,109,924.03**		**0.222**	**0.222**
Income Payments															
03/20/12	03/20/12	3133XX7F8	AGCY BULET	FHLB	1.625	03/20/13				0.00	40,625.00	40,625.00			
Total for: Income Payments										**0.00**	**40,625.00**	**40,625.00**			

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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
Water & Sewer Imp Fees															
Calls															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13	02/08/12	3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.500	0.500
Total for: Calls								**3,000,000.00**		**3,000,000.00**	**0.00**	**3,000,000.00**		**0.500**	**0.500**
Purchases															
02/08/12	02/09/12	3134G23H3	AGCY BULET	FHLMC	0.500	10/15/13		3,000,000.00	100.327	3,009,810.00	4,541.67	3,014,351.67		0.305	0.305
Total for: Purchases								**3,000,000.00**		**3,009,810.00**	**4,541.67**	**3,014,351.67**		**0.305**	**0.305**
Income Payments															
02/08/12	02/08/12	3134G2UC4	AGCY CALL	FHLMC	0.500	02/08/13				0.00	7,500.00	7,500.00			
Total for: Income Payments										**0.00**	**7,500.00**	**7,500.00**			
Workforce Housing															
Calls															
03/08/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13	03/09/12	350,000.00	100.000	350,000.00	0.00	350,000.00		0.550	0.550
Total for: Calls								**350,000.00**		**350,000.00**	**0.00**	**350,000.00**		**0.550**	**0.550**
Purchases															
03/05/12	03/12/12	313378K83	AGCY CALL	FHLB	0.410	03/12/14	09/12/12	350,000.00	100.000	350,000.00	0.00	350,000.00		0.410	0.410
Total for: Purchases								**350,000.00**		**350,000.00**	**0.00**	**350,000.00**		**0.410**	**0.410**
Income Payments															
03/09/12	03/09/12	3134G2A36	AGCY CALL	FHLMC	0.550	09/09/13				0.00	962.50	962.50			
Total for: Income Payments										**0.00**	**962.50**	**962.50**			

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	44,650,000.00	44,676,800.00		0.489	0.203
Total Purchases	62,150,000.00	62,333,776.06		0.334	0.334
Total Income Payments	0.00	167,250.00			

AGENDA ITEM #15.

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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		0.00	100.000	0.00	0.00	0.00	0.00	0.00
313378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	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 Project Reserve Fund											
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		1,000,000.00	100.327	1,003,270.00	(279.67)	(279.67)	(2,990.33)	1,002,990.33
Total for Capital Project Reserve Fund					**1,000,000.00**		**1,003,270.00**	**(279.67)**	**(279.67)**	**(2,990.33)**	**1,002,990.33**
Capital Reserve Fund											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
Total for Capital Reserve Fund					**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
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
3134G3MM9	02/29/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
Total for CDC Fund					**3,000,000.00**		**3,000,000.00**	**0.00**	**0.00**	**0.00**	**3,000,000.00**
EDC Fund											
313374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12		0.00	99.998	0.00	14.61	0.00	0.00	0.00
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
3134G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	6,000,000.00	100.000	6,000,000.00	0.00	0.00	0.00	6,000,000.00
Total for EDC Fund					**7,000,000.00**		**7,000,000.00**	**14.61**	**0.00**	**0.00**	**7,000,000.00**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Amortization and Accretion
From 12/31/2011 to 03/31/2012

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
neral Operating Fund											
3374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12		0.00	99.998	0.00	29.22	0.00	0.00	0.00
3375QQ3	02/27/12	AGCY BULET	FHLB 0.240 09/26/12		5,000,000.00	100.048	5,002,400.00	(390.05)	(390.05)	(2,009.95)	5,002,009.95
3376HQ1	02/27/12	AGCY BULET	FHLB 0.210 12/10/12		5,000,000.00	100.022	5,001,080.00	(129.55)	(129.55)	(950.45)	5,000,950.45
34G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
34G2SN3	08/03/11	AGCY STEP	FHLMC 0.625 07/26/13		0.00	99.975	0.00	72.26	0.00	0.00	0.00
34G2SQ6	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
34G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		5,500,000.00	100.327	5,517,985.00	(1,538.18)	(1,538.18)	(16,446.82)	5,516,446.82
34G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	4,000,000.00	100.000	4,000,000.00	0.00	0.00	0.00	4,000,000.00
tal for General Operating Fund					**24,500,000.00**		**24,521,465.00**	**(1,956.30)**	**(2,057.78)**	**(19,407.22)**	**24,519,407.22**
Impact Fees											
313374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12		0.00	99.998	0.00	29.22	0.00	0.00	0.00
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		3,000,000.00	100.327	3,009,810.00	(839.01)	(839.01)	(8,970.99)	3,008,970.99
3134G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	2,000,000.00	100.000	2,000,000.00	0.00	0.00	0.00	2,000,000.00
Total for Impact Fees					**5,000,000.00**		**5,009,810.00**	**(809.79)**	**(839.01)**	**(8,970.99)**	**5,008,970.99**
Insurance Reserve Fund											
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	0.00	0.00	0.00	1,000,000.00
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		400,000.00	100.327	401,308.00	(111.87)	(111.87)	(1,196.13)	401,196.13
Total for Insurance Reserve Fund					**1,400,000.00**		**1,401,308.00**	**(111.87)**	**(111.87)**	**(1,196.13)**	**1,401,196.13**

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
Public Art Fund											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		250,000.00	100.327	250,817.50	(69.92)	(69.92)	(747.58)	250,747.58
Total for Public Art Fund					**250,000.00**		**250,817.50**	**(69.92)**	**(69.92)**	**(747.58)**	**250,747.58**
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	(5,388.60)	(9,638.58)	(10,136.42)	3,510,136.42
Total for Series 2006 GO Bonds					**3,500,000.00**		**3,519,775.00**	**(5,388.60)**	**(9,638.58)**	**(10,136.42)**	**3,510,136.42**
Series 2007 CO Bonds											
31331KNE6	06/15/11	AGCY CALL	FFCB 0.480 03/13/13		0.00	99.920	0.00	5,515.50	0.00	0.00	0.00
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	(5,388.60)	(9,638.58)	(10,136.42)	3,510,136.42
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	528.90	763.95	3,486.05	4,996,513.95
313378JS1	03/05/12	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for Series 2007 CO Bonds					**13,500,000.00**		**13,515,525.00**	**655.80**	**(8,874.63)**	**(6,650.37)**	**13,506,650.37**
Series 2007 GO Bonds											
31331KNE6	06/15/11	AGCY CALL	FFCB 0.480 03/13/13		0.00	99.920	0.00	2,757.75	0.00	0.00	0.00
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	528.90	763.95	3,486.05	4,996,513.95
313378JS1	03/05/12	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
Total for Series 2007 GO Bonds					**11,000,000.00**		**10,995,750.00**	**3,286.65**	**763.95**	**3,486.05**	**10,996,513.95**

FirstSouthwest
A PlainsCapital Company

City of Frisco
Amortization and Accretion
From 12/31/2011 to 03/31/2012

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
ries 2008 GO Bonds											
3374U24	07/26/11	AGCY CALL	FHLB 0.330 08/10/12		0.00	99.998	0.00	73.05	0.00	0.00	0.00
35G0FA6	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
34G3MM9	02/27/12	AGCY CALL	FHLMC 0.400 02/27/14	02/27/13	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
tal for Series 2008 GO Bonds					**12,000,000.00**		**12,000,000.00**	**73.05**	**0.00**	**0.00**	**12,000,000.00**
perdrome											
34G2A36	09/09/11	AGCY CALL	FHLMC 0.550 09/09/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	1,500,000.00	100.000	1,500,000.00	0.00	0.00	0.00	1,500,000.00
otal for Superdrome					**1,500,000.00**		**1,500,000.00**	**0.00**	**0.00**	**0.00**	**1,500,000.00**
Water & Sewer Fund											
3133XX7F8	02/27/12	AGCY BULET	FHLB 1.625 03/20/13		5,000,000.00	101.490	5,074,490.00	(6,604.40)	(6,604.40)	(67,885.60)	5,067,885.60
Total for Water & Sewer Fund					**5,000,000.00**		**5,074,490.00**	**(6,604.40)**	**(6,604.40)**	**(67,885.60)**	**5,067,885.60**
Water & Sewer Imp Fees											
3134G2UC4	08/08/11	AGCY CALL	FHLMC 0.500 02/08/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
3134G23H3	02/09/12	AGCY BULET	FHLMC 0.500 10/15/13		3,000,000.00	100.327	3,009,810.00	(839.01)	(839.01)	(8,970.99)	3,008,970.99
Total for Water & Sewer Imp Fees					**3,000,000.00**		**3,009,810.00**	**(839.01)**	**(839.01)**	**(8,970.99)**	**3,008,970.99**
Workforce Housing											
3134G2A36	09/09/11	AGCY CALL	FHLMC 0.550 09/09/13		0.00	100.000	0.00	0.00	0.00	0.00	0.00
313378K83	03/12/12	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	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
Total for City of Frisco					97,150,000.00		97,302,020.50	(12,029.45)	(28,550.92)	(123,469.58)	97,273,469.58

FirstSouthwest
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City of Frisco

Projected Cash Flows

Cash Flows for next 180 days from 03/31/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Capital Proj / Esc						
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	4,000.00	0.00	4,000.00
13378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	6,457.50	0.00	6,457.50
otal for Capital Proj / Esc				**10,457.50**	**0.00**	**10,457.50**
apital Project Reserve Fund						
134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	2,430.55	0.00	2,430.55
otal for Capital Project Reserve Fund				**2,430.55**	**0.00**	**2,430.55**
DC Fund						
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	4,000.00	0.00	4,000.00
Total for CDC Fund				**6,000.00**	**0.00**	**6,000.00**
EDC Fund						
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	12,000.00	0.00	12,000.00
Total for EDC Fund				**14,000.00**	**0.00**	**14,000.00**
General Operating Fund						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	13,368.05	0.00	13,368.05
313376HQ1	AGCY BULET	FHLB 0.210 12/10/12	06/10/12	5,279.16	0.00	5,279.16
3134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	10,000.00	0.00	10,000.00
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	8,000.00	0.00	8,000.00
313375QQ3	AGCY BULET	FHLB 0.240 09/26/12	09/26/12	6,000.00	5,000,000.00	5,006,000.00
Total for General Operating Fund				**42,647.21**	**5,000,000.00**	**5,042,647.21**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Impact Fees						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	7,291.66	0.00	7,291.66
3134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	4,000.00	0.00	4,000.00
Total for Impact Fees				**11,291.66**	**0.00**	**11,291.66**
Insurance Reserve Fund						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	972.22	0.00	972.22
2011-001	CD-IAM	Legacy Bk CD 0.550 04/16/12	04/16/12	5,515.06	1,000,000.00	1,005,515.06
Total for Insurance Reserve Fund				**6,487.28**	**1,000,000.00**	**1,006,487.28**
Public Art Fund						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	607.63	0.00	607.63
Total for Public Art Fund				**607.63**	**0.00**	**607.63**
Series 2006 GO Bonds						
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	17,500.00	3,500,000.00	3,517,500.00
Total for Series 2006 GO Bonds				**17,500.00**	**3,500,000.00**	**3,517,500.00**
Series 2007 CO Bonds						
3135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	05/21/12	13,750.00	0.00	13,750.00
313378JS1	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	10,750.00	0.00	10,750.00
3136FPGA9	AGCY CALL	FNMA 1.000 09/20/13	09/20/12	17,500.00	3,500,000.00	3,517,500.00
Total for Series 2007 CO Bonds				**42,000.00**	**3,500,000.00**	**3,542,000.00**



City of Frisco

Projected Cash Flows

Cash Flows for next 180 days from 03/31/2012

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Series 2007 GO Bonds						
135G0FN8	AGCY CALL	FNMA 0.550 11/21/13	05/21/12	13,750.00	0.00	13,750.00
134G2SQ6	AGCY STEP	FHLMC 0.400 07/26/13	07/26/12	2,000.00	0.00	2,000.00
13378JS1	AGCY CALL	FHLB 0.430 03/05/14	09/05/12	10,750.00	0.00	10,750.00
otal for Series 2007 GO Bonds				**26,500.00**	**0.00**	**26,500.00**
eries 2008 GO Bonds						
135G0FA6	AGCY CALL	FNMA 0.640 11/14/13	05/14/12	22,400.00	0.00	22,400.00
134G3MM9	AGCY CALL	FHLMC 0.400 02/27/14	08/27/12	10,000.00	0.00	10,000.00
otal for Series 2008 GO Bonds				**32,400.00**	**0.00**	**32,400.00**
uperdrome						
313378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	3,075.00	0.00	3,075.00
Total for Superdrome				**3,075.00**	**0.00**	**3,075.00**
Water & Sewer Fund						
3133XX7F8	AGCY BULET	FHLB 1.625 03/20/13	09/20/12	40,625.00	0.00	40,625.00
Total for Water & Sewer Fund				**40,625.00**	**0.00**	**40,625.00**
Water & Sewer Imp Fees						
3134G23H3	AGCY BULET	FHLMC 0.500 10/15/13	04/15/12	7,291.66	0.00	7,291.66
Total for Water & Sewer Imp Fees				**7,291.66**	**0.00**	**7,291.66**
Workforce Housing						
313378K83	AGCY CALL	FHLB 0.410 03/12/14	09/12/12	717.50	0.00	717.50
Total for Workforce Housing				**717.50**	**0.00**	**717.50**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			April 2012	37,476.83	1,000,000.00	1,037,476.83
			May 2012	49,900.00	0.00	49,900.00
			June 2012	5,279.16	0.00	5,279.16
			July 2012	20,000.00	0.00	20,000.00
			August 2012	38,000.00	0.00	38,000.00
			September 2012	113,375.00	12,000,000.00	12,113,375.00
		Total Projected Cash Flows for City of Frisco		**264,030.99**	**13,000,000.00**	**13,264,030.99**

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AGENDA ITEM #16.

Department of Administrative Services
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: **April 28, 2012**

Subject: **Consider and Act Upon a Resolution Authorizing the City Manager or His Designee to Execute an Extension of the Agreement with Collin County for Lease Space in the George A. Purefoy Municipal Center**

Action Requested: City Council approval of an agreement with Collin County for lease space in the George A. Purefoy Municipal Center.

Background Information: The City entered the current agreement with Collin County for lease space, for the period beginning September 1, 2006 and expiring August 31, 2007. The base rate is to remain the same as it was based on the square footage and the debt sold to finance the building. The additional rent in Article 2.2 is being adjusted based on actual expenses for fiscal year 2011. The new cost is three and 97/100 dollars ($3.97) per square foot. The agreement went before the Commissioners Court on April 16, 2012 for their approval. The contract renewal will be from January 1, 2012 through December 31, 2012.

Board/ Citizen Input: None.

Alternatives: None.

Financial Considerations: The additional square footage is based on the actual expenses for FY 2011. Total rental revenue for the year will be $82,155 for the base rent and $25,635.16 for the additional rent for a total of $107,790.16.

Legal Review: The City Attorney approved the original agreement.

Supporting Documents: Resolution, copy of 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 A COMMERCIAL LEASE BY AND BETWEEN THE CITY OF FRISCO AND COLLIN COUNTY FOR CITY HALL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Frisco has previously entered into an agreement with Collin County for lease space in City Hall; and

WHEREAS, Collin County and the City of Frisco desire to continue the agreement for lease space for the calendar year 2012; and

WHEREAS, the Commissioners Court has approved the new rate of $3.97 per square foot for additional rent and $15.00 per square foot for base rent.

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. That the City Council hereby authorizes the City Manager to execute a lease agreement with Collin County for the period beginning January 1, 2012 and ending December 31, 2012.

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 1st day of May, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

COMMERCIAL LEASE

This Lease is made and entered into by and between the **CITY OF FRISCO, TEXAS, a Texas municipal corporation** organized under the laws of the State of Texas, referred to in this lease as "Lessor", and **COLLIN COUNTY, a Texas political subdivision**, referred to in this lease as "Lessee".

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the property described in **Exhibit "A"** attached to this lease, which is a portion of Frisco City Hall, generally being the west side of the second floor consisting of 5,477 square feet, more or less. These premises are referred to in this lease as "the premises" or "the leased premises." In addition, the County will be attributed 982 square feet as a pro-rata share of common space in the building.

ARTICLE 1. TERM AND TERMINATION

Term of Lease

1.1 The term of this lease shall commence on January 1, 2012, and shall terminate on December 31, 2012. This lease may be renewed or extended by the parties upon written mutual agreement following the negotiation of any changes.

Termination

1.2 Either Lessor or Lessee shall have the right to terminate this lease with no penalty by giving the other party sixty (60) days written notice. Any amounts pre-paid by Lessee as rent shall be returned to Lessee within thirty (30) days of the termination date in a pro-rated amount.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay Lessor as rent for the leased premises a base rent of fifteen dollars ($15.00) per square foot for the 5,477 square feet which totals the sum of eighty-two thousand one hundred fifty-five dollars ($82,155.00) per annum during the lease term payable in monthly installments in the amount of six thousand eight hundred forty-six and 25/100 dollars ($6,846.25) per month in advance, with any amount owed for a partial month being pro-rated.

Additional Rent

2.2 Lessee also agrees to pay Lessor as rent for the leased premises additional rent of three and 97/100 dollars ($3.97) per square foot for the 5,477 square feet and the 982 square feet which totals the sum of twenty-five thousand six hundred thirty five and 16/100 dollars ($25,635.16) per annum during the lease term payable in monthly installments in the amount of two thousand one hundred thirty six and 26/100 dollars ($2,136.26) per month in advance, with

any amount owed for a partial month being pro-rated, as Lessee's contribution to utilities, building maintenance, premises insurance and janitorial services.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee shall operate the leased premises for the purpose of public services, continuously during the term of this lease and shall not use the premises for a purpose that is not considered a public purpose by the central appraisal district. The Lessee also has the ability to utilize public meeting space in the building that is outside of the leased premises upon coordination with the Lessor. Lessee's hours of operation for public access are anticipated to be 8:00 a.m. to 5:00 p.m. weekdays, except that on Wednesdays Lessee will operate until 7:00 p.m. Lessee's employees shall have access to the leased premises during operating hours and at reasonable times before and after operating hours for opening setup and closing.

Waste, Nuisance, or Illegal Uses

3.2 Lessee shall not use, or permit the use of, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises any article which may be prohibited by the City of Frisco insurance policies. Collin County shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of Lessor, nor shall Collin County allow said unsafe purpose, including, but not limited to, the storage of any flammable materials, nor shall Collin County use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by Lessor, or which shall in any way be a detriment to said building.

Parking

3.3 Lessee's employees, customers, guests and invitees shall have the right to park, without charge, during the term of this lease on the public parking surrounding the building, however Lessee's employees shall not park in the front rows or in spaces designated for visitors and shall follow the same policy's for parking as Lessor's employees.

[continued on following page]

ARTICLE 4. MAINTENANCE, SURRENDER AND HOLDOVER

Maintenance

4.1 Lessor shall maintain the leased premises and parking area in good condition, except that Lessee shall promptly make any repairs or replacements to the leased premises that are the result of damage caused by Lessee or Lessee's employees, agents, invitees, visitors or guests. Repairs and/or improvements made by Lessee must have Lessor's approval. If Lessee fails to make such repairs or replacements, Lessor, in its sole option, may, after proving ten (10) days written notice to Lessee, make such repairs or replacements and Lessee shall repay the costs incurred by Lessor as part of the next monthly rental payment due and owing, and failure to pay shall constitute and event of default.

Surrender

4.2 Lessee shall surrender the leased premises to Lessor at the expiration of this lease in good order, repair and condition, at least equal to the condition at the beginning of this lease, ordinary wear and tear excepted.

Holdover

4.3 Lessee shall vacate the leased premises immediately upon the expiration of the lease term or earlier termination of this lease. Lessee shall reimburse Lessor for and indemnify Lessor against all damages incurred by Lessor as a result of any delay by Lessee in vacating the leased premises. If Lessee does not vacate the leased premises upon the expiration of the lease term or earlier termination of this lease, Lessee's occupancy of the leased premises shall be a day-to-day tenancy, subject to all of the terms of this lease, except that the rent during the holdover period shall be increased to an amount which is one-and-one-half (1½) times the rent in effect on the expiration or termination of this lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this lease. This paragraph shall not be construed as Lessor's consent for Lessee to holdover or to extend this lease.

ARTICLE 5. HOLD HARMLESS

Hold Harmless Clause

5.1 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business on the leased premises or from its use of the leased premises, or from any breach on the part of Lessee of any conditions of this lease, or from any act or negligence of Lessee, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the leased premises, but Lessor shall not indemnify or hold harmless Lessor for its own negligence or willful misconduct. In case of any action or proceeding brought against Lessor by reason of such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE 6. TELEPHONE CHARGES

Telephone Charges

6.1 Lessee shall be responsible for installing and maintaining its own telephone system and shall be solely responsible for paying its own telephone utilities. Lessee shall be responsible for coordinating with Lessor, and obtaining Lessor's prior approval, for any wiring, cable or other technical alterations required to be made to the building or the leased premises for Lessee to receive telephone services.

ARTICLE 7. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

7.1 Lessee shall not make any structural alterations, additions, or improvements to the leased premises without the prior written consent of Lessor, and Lessee may not remove improvements or any part thereof without the consent of the Lessor. Nonstructural alterations, additions, or improvements shall not require approval by Lessor.

Property of Lessor

7.2 All alterations, additions, or improvements made by Lessee which remain on the leased premises at the expiration or termination of this Lease shall become the property of Lessor.

ARTICLE 8. TRADE FIXTURES AND SIGNS

Trade Fixtures

8.1 Lessee shall have the right at all times to erect or install shelves or other trade fixtures in, on, or about the leased premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee shall have the right to remove all trade fixtures at the termination of this lease. Any trade fixtures that have not been removed by Lessee at the termination of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor.

Signs

8.2 Lessee shall not have the right to install, erect, place or maintain interior or exterior signs, unless the sign is approved in writing by Lessor prior to installation. Lessor shall have sole discretion in determining whether a sign may be installed, erected, placed or maintained.

ARTICLE 9. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

9.1 If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, water leak or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Casualty

9.2 This Lease shall not terminate upon a casualty, regardless of the amount of damage by fire, water leak or other casualty. Lessor shall not be required to make any repairs. The lease may be terminated by either party in writing if Lessor determines that it will not make any repairs.

ARTICLE 10. DEFAULT

Default by Lessee

10.1 If Lessee shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, Lessor shall have all remedies at law or equity to dispossess Lessee from the leased premises, recover damages and to allow Lessor to retake possession of the leased premises, including an action for forcible entry and detainer.

Waiver of Breach

10.2 A waiver by either Lessor or Lessee of a breach or default of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the lease.

ARTICLE 11. INSPECTION BY LESSOR

11.1 Lessee shall permit representatives and employees of Lessor to enter into and on the leased premises at all reasonable times for the purpose of inspection of the premises and conducting any services, maintenance, etc.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.1 Lessee may not sublet, assign, encumber, or otherwise transfer this lease or any right or interest in this lease, or in the leased premises or the improvements on the leased premises.

Assignment by Lessor

12.2 Lessor may assign or transfer any or all of its interests under the terms of this lease provided that Lessor notifies such assignee of the contents of this Lease.

ARTICLE 13. MISCELLANEOUS

Notices and Addresses

13.1 All notices required under this lease must be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor: City of Frisco
George Purefoy, City Manager
6101 Frisco Square Blvd.
Frisco, TX 75034

Lessee: Collin County
Bill Burke
4600 Community Ave.
McKinney, TX 75071

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

13.2 This lease shall be binding upon, and inure to the benefit of, the parties to this lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Texas Law to Apply

13.3 This lease shall be construed under, and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Collin County, Texas.

Legal Construction

13.4 In case any one or more of the provisions contained in this lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the lease.

Prior Agreements Superseded

13.5 This lease constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

Amendment

13.6 No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

Rights and Remedies Cumulative

13.7 The rights and remedies provided by this lease 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.

Attorney's Fees and Costs

13.8 If, as a result of a breach of this lease by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce this lease.

Force Majeure

13.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and. any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

13.10 Time is of the essence of this lease.

The undersigned Lessor and Lessee execute this agreement on the date set forth below, at Frisco, Collin County, Texas.

EXECUTED to be effective the 1st day of January, 2012 .

[execution page follows]

LESSOR:

THE CITY OF FRISCO, TEXAS,
a Texas corporation organized under the laws of the State of Texas

By: _____
George Purefoy, City Manager
Date Executed: _____

LESSEE:

COLLIN COUNTY, TEXAS

By: _____
Printed Name: Keith Self
Date Executed: 4/17/12

EXHIBIT A
(Leased Premises Diagram and Details)

Calculation of County Cost per sq foot - FY 2011

90,000	
51,000	
8,700	
149,700	

City Hall debt	Total PSF	CC SF	Annual CC Cost
2,180,686.29	14.57	6,459	94,081.85
Agreed upon square footage cost:			$ 15.00
	$ 15.00	5,477	$ 82,155.00

	Annual		
Electric	$ 314,218		
Janitorial	128,022		
Insurance	31,797		
Other Costs	120,107		
Total	$ 594,145		
Cost per sq.ft.	$ 3.97		3.06%
	$ 3.97	6,459	$ 25,635.16
			$ 2,136.26

Other:	
Landscaping	$ 28,446
Elevator	23,373
HVAC Maint	28,506
Bldg Operations	23,281
Parking Lot Maint	900
Pest Control	1,076
Security/Fire Alarm Maint	3,439
Garbbage	2,565
Water/Sewer	7,002
Window Clearning	1,520
	$ 120,107

AGENDA ITEM #17.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **April 19, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Brazos Technology Corp. for the Purchase of Seven (7) Additional MC75 Ticket Writers**

Action Requested: City Council approval of a purchase order to Brazos Technology Corp. for the purchase of seven (7) additional MC75 ticket writers, in the amount of $26,140.

Background Information: City Council awarded RFP 0901-016, Electronic Ticket Writing System, to Brazos Technology Corp. in May of 2009. The initial award included the purchase of seven (7) handheld units. Staff purchased one (1) additional unit during the second year. Municipal Court and the Police Department are requesting to expand this operation with the purchase of the seven (7) additional units.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this purchase order, at this time.

Financial Considerations: Funds are available through the Municipal Court Technology Fund. This expenditure will be used as a matching requirement for one of the STEP grant programs.

Legal Review: N/A

Supporting Documents: Department memo, Brazos quote and Brazos contract.

CITY MANAGER'S OFFICE

Municipal Court/ Finance Department
City of Frisco

Memorandum

To: **Tom Johnston, Director of Administrative Services**

Cc: **Anita Cothran, Director of Finance**

From: **Matthew Freeman, Municipal Court Administrator**

Date: **April 16, 2012**

Subject: **Automated Ticket Writer Program Expansion**

In order to provide more effective and efficient data entry and citation enforcement, the City of Frisco staff is requesting approval for the purchase of seven (7) additional MC75 ticket writers and the associated costs from Brazos Technologies, Inc. The purpose is to reduce entry time, errors, and costs of collecting and duplicating entry of data into the Municipal Court and Police Department records management software from hand written citations issued by the Police department, Code Enforcement and other City enforcement agencies.

Funding for this purchase will be from deferred revenue from the Municipal Court Technology Fund. The Police Department will use this expenditure as a matching requirement for one of the STEP grant programs.

Estimate

Brazos Technology Corp
P.O. Box 10713
College Station, TX 77842

Date	Estimate #
4/16/2012	151061

Sign and fax approved estimate to 713.583.9323

Name / Bill to Address	Ship To
City of Frisco Accounts Payable 6101 Frisco Square Blvd. Frisco, TX 75034	City of Frisco 6101 Frisco Square Blvd. 4th Floor Frisco, TX 75034

Project / PO

Description	Qty	Cost	Total
MOTOROLA, MC75A, GPS, WWAN EVDO REVA CDMA VERIZON, WLAN 802.11 A/B/G, 2D DL IMAGER, CAMERA, 256MB/1GB, QWERTY KEY PAD, WM 6.5, 1.5X BATTERY, BLUETOOTH	7	1,670.00	11,690.00
3 Year Bronze Service from the Start for MC75	7	265.00	1,855.00
Mag Stripe Reader for MC70/MC75	7	145.00	1,015.00
Four Slot Ethernet Cradle Kit. Incl. PS, DC line cord, AC power cord	2	425.00	850.00
MOTOROLA, MC70 AND MC75 BATTERY CHARGER KIT, INCLUDES SAC7X00 4000CR, POWER SUPPLY PWRS-14000-148R, AND US AC LINE CORD 23844-00-00R (REPLACES SAC7X00-400CR)	1	195.00	195.00
MC75 Spare 1.5X Battery	7	59.00	413.00
Zebra, RW420, printer 4" DT rugged mobile receipt, CPCL/EPL/ZPL, 8MB/16MB, LCD, IP54, USB, SERIAL, Bluetooth, incl. battery, belt clip	7	731.00	5,117.00
Zebra AT-17696-1 Lithium-Ion fast charger (RW420)	7	65.00	455.00
REF License w/ 1 yr. Maintenance	7	650.00	4,550.00

Not valid until signed by the Agency Administrator or Authorized Designee. The authorized signature below represents agreement with the proposal and represent authorization to proceed with the work as defined.

This quote is good for 30 days.

Signature_____
Title _____
Date _____

Subtotal	$26,140.00
Sales Tax (8.25%)	$0.00
Total	$26,140.00

AGREEMENT TO PROVIDE ELECTRONIC TICKETING SYSTEM

This Agreement ("Agreement") is made and entered into this the 1 day of May, 2009, by the **City of Frisco, Texas**, a Texas home-rule municipal corporation ("City"), and **Brazos Technology, Corp.** ("Contractor").

WITNESSETH:

WHEREAS, City issued Competitive Sealed Bid No. 0901-016, seeking competitive sealed bids for an electronic ticketing system, which is attached hereto as **Exhibit "A"** and incorporated herein in its entirety by reference for all purposes ("Bid Request"); and

WHEREAS, Contractor timely submitted a sealed bid to provide for an electronic ticketing system in response to the Bid Request, which is attached hereto as **Exhibit "B"** and incorporated herein in its entirety by reference for all purposes ("Submittal"); and

WHEREAS, City has selected Contractor to provide the services sought in the Bid Request.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Software License Agreement and Software Maintenance Agreement.
The Contractor shall provide such services, equipment, supplies, and maintenance as identified in the Software License Agreement and Software Maintenance Agreement, which are attached hereto as **Exhibit "C"** and **Exhibit "D"** and incorporated herein in their entirety by reference for all purposes, upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.

2. Pricing.
The City shall execute payment pursuant to the conditions identified in the Final Cost Sheet, attached hereto as **Exhibit "E"**, and incorporated herein for all purposes.

3. Termination.
This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Contractor of the termination date.

4. Agreement Documents.
The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:

   A. This Agreement;

B. The Bid Request, attached hereto as **Exhibit "A"**;

C. The Submittal, attached hereto as **Exhibit "B"**;

D. The Software License Agreement, attached hereto as **Exhibit "C"**;

E. The Software Maintenance Agreement, attached hereto as **Exhibit "D"**; and

F. The Final Cost Sheet, attached hereto as **Exhibit "E"**.

This Agreement shall incorporate the terms of the Bid Request in its entirety. To the extent that **Exhibit "A"** or **Exhibit "B"** or **Exhibit "C"** or **Exhibit "D"** or **Exhibit "E"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit "E"**, shall prevail in that order, followed by **Exhibit "C"** and **Exhibit "D"** and **Exhibit "A"**.

6. Entire Agreement.
The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.
The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Agreement Documents.

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

9. **Indemnity**.
TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS PARAGRAPH), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PARAGRAPH) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE

NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER 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 CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. OWNER 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 OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Consideration.
This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

11. Venue.
This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Collin County, Texas, where the services shall be paid.

12. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

13. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

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

15. Assignment.
This Agreement may not be assigned.

16. Sovereign Immunity.
The Parties agree that the City has not waived its sovereign immunity by entering into and performing their obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code.

17. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Brazos Technology
Attn: Michael McAleer
707 South Texas Ave.
College Station, Texas 77840
(979) 690-2811

If to City, to: City of Frisco

Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034
(972)292-5000

18. Severability.
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

20. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the date listed above.

SEAL OF THE CITY OF FRISCO, TEXAS

CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

BRAZOS TECHNOLOGY CORP.,
a Texas _____

By: _____

Printed Name: Michael McAleer

Its: President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 07th day of May, 2009.

M. Estela Barrera
Notary Public in and for the State of Texas
My Commission Expires: 12/14/2010

M ESTELA BARRERA
Notary Public, State of Texas
My Commission Expires
December 14, 2010

STATE OF TEXAS §
§
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared **Michael McAleer**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the President and duly authorized representative for **Brazos Technology, Corp.**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of May, 2009.

Jaclynn Pokora
Notary Public in and for the State of Texas
My Commission Expires: 11/4/2012

JACLYNN M. POKORA
Notary Public, State of Texas
My Commission Expires
November 04, 2012

Exhibit "A"
BID REQUEST

[___ pages attached hereto]

Exhibit "B"

SUBMITTAL

[___ pages attached hereto]

AGENDA ITEM #18.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

From: **Tom Johnston, Director of Administrative Services**

Date: **April 23, 2012**

Subject: **Consider and Act Upon Award of RFQ #1212-031, Call for Artists for Public Art at Frisco Fire Station #7 to Janice Hart Melito and Approval of a Resolution Authorizing the City Manager to Execute an Agreement for these Services.**

Action Requested: Consider and Act upon on approval of an agreement by and between Janice Hart Melito and the City of Frisco for Fire Station #7 Public Art in the amount of $25,000 for artist's services to create a work of Public Art for Fire Station #7.

Background Information: Fire Station #7 was part of the open call that went out in 2012, and on February, 2012 an artist selection committee (ASC) met to review artist qualifications and make recommendations.

The Fire Station #7 ASC consisted of Joshua Skertich, Jason Laventure, Lawrence Phelps, Candy Mann, Chris Brown, Karyn Hutchinson and Jody Wissing.

The Artist Selection Committee chose Janice Hart Melito for Fire Station # 7 and the Public Art Board endorsed their recommendation unanimously.

Board/ Citizen Input: This was approved by the Public Art Board.

Alternatives: City Council could choose not to approve this agreement at this time.

Financial Considerations: Funding is available in the Fire Station #7 capital project budget.

Legal Review: These agreements have been approved to form by the City Attorney's office.

Supporting Documents: Agreement

Staff Recommendation: Staff recommends approval of an agreement by and between Janice Hart Melito and the City of Frisco in the amount of $25,000 for artist's services to create a work of Public Art for Fire Station #7.

PROGRESS IN MOTION

City Manager's Office

Memorandum

To: **Tom Johnston, Director of Administrative Services**

Thru: **Henry Hill, Deputy City Manager**

From: **Kathleen Stewart, Strategic Services Manager/Assistant to the City Manager**

Date: **April 23, 2012**

Subject: **Fire Station #7 Artist Agreement**

Background Information: Fire Station #7 was part of a Request for Qualifications #1212-031 issued in December 2011. Submissions were due on January 20, 2012.

During February, 2012 an artist selection committee (ASC) met to review artist qualifications and make recommendations. The Fire Station #7 ASC consisted of Joshua Skertich, Jason Laventure, Lawrence Phelps, Candy Mann, Chris Brown, Karyn Hutchinson and Jody Wissing.

The Artist Selection Committee chose Janice Hart Melito for Fire Station # 7 and the Public Art Board endorsed their recommendation unanimously. The estimated cost for this work of art is $25,000.

Funding for this agreement is available in the Fire Station #7 capital project budget.

Staff requests this agreement be presented to the City Council at their next regular meeting, May 1, 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 AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND JANICE HART MELITO FOR ARTIST'S SERVICES TO CREATE PUBLIC ART IN THE AMOUNT OF $25,000 FOR FIRE STATION #7.

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 JANICE HART MELITO for artist's services to create Public Art for Fire Station #7, 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

JANICE HART MELITO (ARTIST)

FOR
FIRE STATION #7 PUBLIC ART (PROJECT)

made as of the ____ day of _____ in the Year 2012

BETWEEN the City: The City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034
Telephone 972-292-5000
Facsimile 972-335-5559

and the Artist(s): Janice Hart Melito

for the following Project: Fire Station # 7 Public Art

The City and the Artist 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 Janice Hart Melito hereinafter referred to as "Artist", to be effective from and after the date as provided herein, hereinafter referred to as the "Agreement".

WHEREAS, the City desires to engage the services of the Artist to create public art as part of the Fire Station # 6 development, hereinafter referred to as the "Project": and

WHEREAS, the Artist desires to render such 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 parities hereto agree as follows:

ARTICLE 1
ARTIST'S SERVICES

1.1 **Employment of the Artist** - The City hereby agrees to retain the Artist to perform the services set forth herein in connection with the Project. Artist agrees to perform such services in accordance with the terms and conditions of this Agreement.

1.2 **Scope of Services** - The parties agree that Artist 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.

1.3 **Schedule of Work** - The Artist agrees to commence work immediately upon execution of this Agreement and receipt of first payment, 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.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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 Artist 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 Artist and shall render any required decisions pertaining thereto as soon as practical so as to avoid unreasonable delay in the progress of the Artist's services.

ARTICLE 3
ARTIST'S COMPENSATION

3.1 **Compensation for Artist's Services** - As described in "Article 1, Artist's Services", compensation for Fire Station # 7 shall be twenty-five thousand and no/100 dollars ($25,000.00) ("Artist's Fee") and will cover all services to be rendered and materials to be provided. The Artist',s Fee shall be paid in accordance with Article 3 and the Completion Schedule/Project Billing/Project Budget as set forth in Exhibit "B", attached hereto. The final fifteen percent (15%) of the Artist's Fee, or three thousand dollars and no/100 dollars ($3,750.00) shall not be paid until the Artist has completed, delivered, installed and city has accepted, where applicable, all of the services, products, sculptures and tasks described in Exhibits "A" and "B" attached hereto.

3.2 **Invoices** – No payment to the Artist shall be made until Artist tenders an invoice to the City. Payments are payable to the Artist within thirty (30) days from the date of invoice 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 "A". If any invoice remains outstanding and unpaid for more than sixty (60) days from the date of invoice, and Artist has fully performed its obligations as set forth herein, the Artist 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 Artist under this Agreement shall resume upon the payment of the earned fees by the City.

3.3 **Failure to Pay** - Failure of the City to pay an invoice, for a reason other than cause, to the Artist within sixty (60) days from the date of the invoice shall grant the Artist the right, in addition to any and all other rights provided, to, upon written notice to the City, refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. The City shall not be required to pay any invoice submitted by the Artist if the Artist breached any provision(s) herein.

3.4 **Adjusted Compensation** - If the Scope of the Project or if the Artist's services are materially changed, the amounts of the Artist's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Artist 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. Compensation may be increased but not decreased.

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

ARTICLE 4
OWNERSHIP AND COPYRIGHT

4.1 **Ownership of Work** - The Project is the property of the City, and the Artist shall not make any duplicate works of the same or substantially similar size, nor shall the Artist grant permission to others to do so except with the written permission of the City of Frisco. The City shall be entitled to copies of the plans and the maquette, which are prepared by the Artist in connection with the development and fabrication of the Project under this Agreement. The ownership of the work is transferred to the City upon full payment of the Artwork described in Exhibits "A" and "B" attached hereto.

4.2 **Ownership of Copyright** - Artist shall retain the copyright to the Artwork. Artist shall take all steps, at his own expense, to protect the copyright of the Artwork.

4.3 **License to City** - The Artist irrevocably licenses the City, its employees, representatives, officers and agents, the right to make photographs, two dimensional reproductions, and adaptations of the work for educational, public relations, arts promotional and other non-commercial purposes with attribution, in a form solely determined by the City, to Artist in each usage incident. For the purposes of this Agreement, the following, among others, are deemed to be reproductions and/or adaptations for non-commercial purposes: reproduction in exhibition catalogues, websites, books, slides, photographs, postcards, posters, and calendars; in magazines, books, art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides, videos and film strips not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational and news purposes from all stations.

4.4 **Copyright Notice** – The City undertakes to use its reasonable efforts to include in any reproductions which it makes of the Artwork a copyright notice in the following form:

Copyright Janice Hart Melito
or
© Janice Hart Melito

4.5 **Representations and Warranties Regarding Copyright** – The Artist represents and warrants that the Artwork is an original creation of Artist's and will not infringe the copyright, trademark, or other intangible rights of any third party.

ARTICLE 5
INTEGRITY OF THE WORK

5.1 **Repairs and Maintenance** - The City undertakes to exercise reasonable care to protect, repair, and maintain the work. Artist agrees to cooperate with and advise the City in connection with any such non-routine maintenance, including, without limitation, damage by acts of God, vandalism, and/or replacement of any portion of the Artwork to the extent that he is able to do so. Should the Artwork require repair or non-routine maintenance by the Artist not covered under this Agreement, the City agrees to seek said services first from the Artist provided Artist and the City agree on Artist's compensation for time spent on said maintenance and/or repairs. If Artist does not perform the repair and/or non-routine maintenance as described herein, Artist shall recommend another competent and duly qualified artist to the City to provide said services.

During Artist's lifetime, the City will not undertake any non-routine maintenance on the Artwork without consulting the Artist or his or her authorized representative unless an emergency requires the City to do so.

5.2 **Relocation of the Work** – To the extent that the Artwork is capable of being relocated, the City shall have the right to do so. If feasible, as solely determined by the City, the City shall undertake to consult with the Artist concerning the relocation of the Artwork prior to any such relocation; provided, however, the Artist's approval is not required for the relocation, if any. If the Artist is not pleased with such relocation, he shall have the right to renounce credit for the Artwork. If Artist renounces credit for her Artwork, this would include, among other things, relinquishment and abandonment of the copyright described herein.

5.3 **Credit** – The City agrees, at its own expense, to prepare and install at or near the Project a public notice giving Artist credit for the creation of the Artwork.

ARTICLE 6
INSURANCE COVERAGE

Artist shall provide and maintain the types and amounts of insurance set forth herein for and during all aspects and phases of this Project. Artist shall be required to provide and maintain professional liability insurance with a minimum of One Million and No/100 Dollars ($1,000,000.00) per occurrence and Two Million and No/100 Dollars ($2,000,000.00) aggregate. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance company qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted no later than the date of the execution of this Agreement. If this Agreement is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the Agreement is renewed or extended.

ARTICLE 7
AUDITS AND RECORDS/PROHIBITED INTEREST

The Artist agrees that at any time during normal business hours and as often as City may deem necessary, Artist 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, all 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 Artist agrees that he is aware of the prohibited interest requirement of the City Charter, which is repeated on the Affidavit, and will abide by the same. Further, a lawful representative of Artist shall execute the Affidavit attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. Artist understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement void able.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

8.1 **Artist Default** – Failure or refusal of the Artist to perform any act herein required, unless mutually agreed to in writing by the City and the Artist, shall constitute a default. In the event of a default, in addition to any other remedy available to the City, this Agreement may be terminated by the City upon ten (10) day written notice. Such notice does not waive any other legal remedies available to the City. Should termination occur due to Artist default, Artist will refund any payments received.

8.2 **Conditions for Termination of Agreement Other than Artist's Default** – If the City deems, in its sole discretion, the Project design is inappropriate or unworkable for the site, or if the deadlines specified herein are not met due, in whole or in part, to the Artist's actions and/or omissions, or if cost estimates indicate that the Project cannot be completed within the Project budget, the City retains the right to terminate this Agreement and is released from the obligation to enter into fabrication and installation of the Artist's design concept for the Project.

In the event of any termination, Artist shall deliver to City all work, entirely or partially completed.

The Artist shall receive as compensation, full payment for services satisfactorily, as solely determined by the City, performed as outlined in Exhibit "B", as applicable, to the date of the termination notice received. The City shall make this final payment within thirty (30) days of notifying the Artist.

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

ARTIST 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), CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND/OR PROPRIETARY CLAIM, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF ARTIST, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM ARTIST IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY ARTIST PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). ARTIST 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 CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) IS SOLELY NEGLIGENT FOR THE CLAIMS (THE "JUDGMENT"), THEN ARTIST IS NOT REQUIRED TO DEFEND OR INDEMNIFY CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT AS BEING SOLELY CAUSED BY CITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS 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 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 ARTIST 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 ARTIST'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARTIST'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARTIST 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 ARTIST FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ARTIST SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Artist agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:
Kathleen Stewart
Strategic Services Manager
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

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

Janice Hart Melito
Janice Hart Melito, MFA
Montage Imager Inc.
3221 Lawnwood Street
Fort Worth, TX 76111
817-917-7033

Any notice provided for 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 "D", 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. To the extent that any provision of this Agreement should conflict with the provisions of an exhibit, the provisions of this Agreement shall prevail.

12.2 **Assignment and Subletting** The Artist 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 Artist 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 Artist 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 Artist, and there shall be no third party billing.

12.3 **Successors and Assigns** - City and Artist, 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 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 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 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 thereof.

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. A facsimile signature will also be deemed to constitute an original if properly execute.

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 **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 Artist 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.

12.17 Death of Artist – In the event the Artist dies or becomes incapacitated during the term of this Agreement, the fabrication, delivery, and installation of the artwork shall be completed pursuant to the Artist's design.

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

The City of Frisco, Texas

By: _____
George Purefoy

Title: City Manager

ARTIST

Janice Hart Melito

By: _____
Janice Hart Melito

Title: Artist

APPROVED AS TO FORM:

ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.
City Attorneys

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THIS 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 _____, _____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF Texas:

COUNTY OF Tarrant:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THIS STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **JANICE HART MELITO** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE AND DULY AUTHORIZED REPRESENTATIVE OF JANICE HART MELITO. AND THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th DAY OF April, 2012.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
SAUL PADILLA
My Commission Expires
April 30, 2012

EXHIBIT "A"
SCOPE OF SERVICES

Agreement between the City of Frisco, Texas (City) and Janice Hart Melito. (Artist)

For the Design, Fabrication and Installation of Artwork at Fire Station #7.

Project Description

For Fire Station # 7 Public Art, artist Janice Hart Melito will perform the following tasks:

A) Develop public art proposal for the Project to be presented to appropriate City staff and the Public Art Board for their review and approval by the timeline outlined in Exhibit B. This proposal will include

- a narrative description of the Artwork, with detail regarding the overall form or design, scale, dimensions, colors and surface treatment of the Artwork;
- a detailed budget and an installation timeline.
- a description of the proposed location of the Artwork at the Site and any site preparations that may be required by the City;
- a description of the method by which the Artwork is to be fabricated and installed; and
- a description of any maintenance and conservation requirements for the Artwork;

The proposal will complement the design of the building, will be safe for children, and will be constructed of durable materials.

B) Upon City approval of the proposal the Artist shall prepare detailed drawings and supplementary documents, indicating any issues involved in the construction, integration and maintenance of the Artwork, as well as any third party subcontractors needed to work on the project. Should engineering be required for a freestanding art element the Artist will be responsible for the cost. Should the art be a component of a previously planned building element, the engineering cost will be born by the project budget. Where appropriate, or as otherwise requested by the City, the Artist shall present drawings stamped by an engineer, licensed by the state of Texas and paid by the Artist, for certification that the Artwork will be of adequate structural integrity.

C) The Artist shall fabricate and install the Artwork in substantial conformity with the approved design. Any changes in the concept must be approved by the City. It is the responsibility of the Artist to coordinate with the City, Landscape Architect, and Contractor to ensure that the Site is prepared to receive the Artwork.

D) Upon completion of the installation and clean-up of the site, the City Project Manager will inspect the work and give notice of acceptance. The Artist will prepare a maintenance worksheet and submit it to the City. The Artist is invited to participate in dedication events to be coordinated by the City.

EXHIBIT "B"

COMPLETION SCHEDULE/PROJECT BILLING/PROJECT BUDGET

Agreement between the City of Frisco, Texas (City) and Janice Hart Melito (Artist)

For the Design Fabrication and Installation of Fire Station # 7 Public Art Project.

Completion Schedule and Project Billing

Timeframes are contingent upon the Fire Station # 7 Construction Schedule.

TASK	DESCRIPTION	PAYMENT	PROJECTED TIMEFRAME
1	Execution of agreement and notice to proceed. City receipt of insurance documentation	$5,000.00	May 2012
2	Artist research and design work. Proposed product presented to and approved by Public Art Board.	$5,000.00	July 2012
3	Any specifications needed for construction documents turned into city and Landscape Architect.	$5,000.00	August 2012
4	Documentation, acceptable to the City, that fabrication is 50% complete.	$5,000.00	September 2012
5	Completion of fabrication and installation. Acceptance by Project Manager, submit maintenance worksheets, dedication.	$5,000.00	January 2013

EXHIBIT C

AFFIDAVIT

THE STATE OF TEXAS §

COUNTY OF _____ §

I, JANICE HART MELITO, Artist, 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 peculiarly 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 $2,500 or more of the fair market value of the business entity.

___ Funds received from the business entity exceed 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 $2,500.

___ None of the above.

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

___ Other: _____

Upon the filing of this affidavit with the City of Frisco, Texas, I 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 the public body which took action on the agreement.

Signed this 10 day of APRIL, 2012

Janice Hart Melito

Signature of Official/Title

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

Sworn to and subscribed before me on this 10th day of April, 2012.

Notary Public in and for
The State of Texas
My commission expires: April 30, 2012

NOTARY PUBLIC STATE OF TEXAS
SAUL PADILLA
My Commission Expires
April 30, 2012

EXHIBIT "D"

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

4/10/2012
Date

Amended 01/13/2006

AGENDA ITEM #19.

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: **Jim Gandy, President of the Economic Development Corporation**

Date: **April 27, 2012**

Subject: **Consider and Act Upon a Resolution Approving a Chapter 380 Economic Development Program Agreement with Sales Center Development Concepts VII, LLC and Authorizing the City Manager to Execute the Agreement**

Action Requested: City Council approval of a resolution approving a Chapter 380 Economic Development Program Agreement with Sales Center Development Concepts VII, LLC and authorize the City Manager to execute the agreement.

Background: Staff was recently contacted by Tom McPeak, an economist from the Atlanta-based CPA firm of Barnwell Consulting, LLC, who proposed the location of an e-commerce store in Frisco and requested an economic incentive to facilitate the project.

According to Mr. McPeak, his firm has relationships with a majority of the top 25 online retailers in terms of total online sales. Mr. McPeak proposes one or more of the top 25 online retailers would centralize their e-commerce operations in the City of Frisco, allowing the City to capture 100 percent of the sales tax generated from Texas online sales. Texas is one of a few origin-based sales tax states, meaning the sales tax is paid to the city where the online order was processed.

The agreement deal points are:

a. Per state law, the City may offer economic incentives through a Chapter 380 Agreement.
b. If the amount of sales tax received from the retailer at the City's 2% is less than $1,000,000 but more than $400,000, the City shall pay the Developer 50% of the City's one percent (1%) General Fund sales tax generated by the retailer in the first year.
c. If the amount of sales tax received from the retailer at the City's 2% is more than $1,000,000, then the City shall pay the developer 85% of the City's 1% General Fund sales tax generated by the retailer in the first year.

d. If the amount of sales tax received from the retailer at the City's 2% is less than $1,000,000 (after the first 12 months) then the City does not have to make any payments to the Developer.
e. The retailer would be required to maintain a minimum of five (5) jobs for the e-commerce store.
f. The Agreement is with Sales Center Development Concepts VII, LLC, not the retailer or Barnwell Consulting, LLC. All payments under the Agreement would be made to Sales Center Development Concepts VII, LLC. The Agreement is for an initial term of five (5) years.
g. The City has the ability to approve each retailer brought to the City by Sales Center Development Concepts VII, LLC.
h. Once a retailer is approved, the Agreement continues for 25 years.
i. The City may terminate the Agreement if state or federal law renders the Agreement ineffectual or illegal.
j. The Agreement may be terminated if the third party operating the e-commerce store elects to cease operations or otherwise change its operations for any reason.

Board/ Citizen Input: The Frisco Economic Development Corporation Board has reviewed this proposal.

Alternatives: City Council could choose not to move forward at this time.

Financial Considerations: We will provide information on calculations prior to the meeting.

Legal Review: Randy Hullett of Abernathy, Roeder, Boyd and Joplin has drafted this agreement.

Supporting Documents: Resolution, agreement.

Staff Recommendation: Staff would recommend approval of 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 OF THE CITY OF FRISCO, TEXAS TO EXECUTE A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND SALES CENTER DEVELOPMENT CONCEPTS VII, LLC, TO PROVIDE INCENTIVES FOR AN E-COMMERCE STORE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas a Chapter 380 Economic Development Program Agreement by and between the City of Frisco, Texas and Sales Center Development Concepts VII, LLC, to provide incentives for an e-commerce store located in the City of Frisco, a copy of which is attached hereto and incorporated herein by reference for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

CITY OF FRISCO, TEXAS
AND
SALES CENTER DEVELOPMENT CONCEPTS VII, LLC

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF FRISCO, TEXAS** ("hereinafter referred to as "City"), a Texas home rule municipality, and **SALES CENTER DEVELOPMENT CONCEPTS VII, LLC**, a Delaware limited liability company (hereinafter referred to as "Developer"), for the purposes and considerations stated below:

WHEREAS, Developer has applied to City for financial assistance to locate third party retail sales centers ("Retail Sales Centers") in the City of Frisco, Texas; and

WHEREAS, Developer estimates a minimum of **One Million and No/100 Dollars ($1,000,000.00)** in aggregate Sales and Use Tax, Type A Sales and Use Tax Revenue, and Type B Sales and Use Tax Revenue will be generated at the Retail Sales Centers, located within the City of Frisco, Texas; and

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to Developer for the location of Retail Sales Centers in the City of Frisco, Texas; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Frisco, Texas; and

WHEREAS, the City has determined that a grant of funds to Developer will serve the public purpose of promoting local economic development, and enhancing business and commercial activity within the City of Frisco, Texas; and

WHEREAS, the City has determined that development of the Retail Sales Centers, will encourage increased economic development in the City, provide significant increases in the City's sales tax revenues, and improve the City's ability to provide for the health, safety, and welfare of the citizens of the City of Frisco, Texas; and

WHEREAS, the sale of products and services will achieve the public purpose of promoting economic development and diversity, increasing employment, reducing unemployment and underemployment, and expanding commerce and stimulating business and

commercial activity in the State, in Collin County, Denton County, and in the City of Frisco, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City of Frisco, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City of Frisco, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the state, by eliminating unemployment or underemployment in the state, and by the development or expansion of commerce within the state.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

Subject to the requirement that at least one (1) Retail Sales Center must be in operation within the corporate limits of the City of Frisco within twenty-four (24) months from the Effective Date of this Agreement, the initial term (the "Initial Term") of this Agreement shall be for a period of **Five (5)** years from the Effective Date of this Agreement. Upon the mutual agreement between Developer and City of Frisco, the Initial Term may be extended for up to an additional five (5) years. For each Retail Sales Center that has been approved by the City during the Initial Term (or any extension thereof), this Agreement shall continue as to such Retail Sales Center only for a period of **Twenty-Five (25) Years**, beginning on the date of the first local sales tax payment to City of Frisco received by City from the State Comptroller, attributable to individual Retail Sales Center sales within the City of Frisco, unless otherwise terminated as to such Retail Sales Center as provided herein. All Retail Sales Centers approved by the City must be in operation within the City within the Initial Term or any extension thereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **City.** The word "City" means the City of Frisco, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 6101 Frisco Square, 5th Floor, Frisco, Texas 75034.

(c) **Developer.** The word "Developer" means Sales Center Development Concepts VII, LLC, a Delaware limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 3475 Lenox Road, Suite 710, Atlanta, Georgia 30326.

(d) **Employment Positions.** The words "Employment Position" or "Employment Positions" mean and include a job located within the corporate limits of the City providing a minimum of Two Thousand (2,000) hours of paid time averaged over a twelve (12) month period.

(e) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(f) **Program Grant** or **Program Grant Payment.** The words "Program Grant" or "Program Grant Payment" mean the economic development grants paid by the City to Developer in accordance with this Agreement, computed with reference to the City's share of the sales and use taxes generated by the Retail Sales Centers and received by the City from the State Comptroller. The Program Grant Payment shall be based upon reports filed by the entity occupying the Retail Sales Centers with the State Comptroller's office, and the Program Grant Payment shall be confirmed by the Area Report provided by the State Comptroller to the City for the Retail Sales Centers.

(g) **Retail Sales Center.** The words "Retail Sales Center" means a minimum of 1,000 square feet of office space located in the City of Frisco, Texas, and operated by a third party, in contract with Developer, that processes new net retail sales primarily through E-Commerce to customers primarily outside of the City (the percentage of retail sales within the City shall not exceed the City of Frisco's percentage of state-wide population as of the Effective Date of this Agreement). All Retail Sales Centers are subject to the written approval of City, which approval shall be within the sole discretion of the City.

(h) **Sales and Use Tax.** The words "Sales and Use Tax" or "Sales and Use Taxes" mean the City's municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.

(i) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

(j) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(k) **Type A Sales and Use Tax Revenue.** The words "Type A Sales and Use Tax Revenue" mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%) percent, generated for use by Frisco Economic Development Corporation ("FEDC"), a Type A economic development corporation, operating pursuant to Chapter 504 of the Texas Local Government Code, as amended.

(l) **Type B Sales and Use Tax Revenue.** The words "Type B Sales and Use Tax Revenue" mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%) percent, generated for use by Frisco Community Development Corporation ("FCDC"), a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended.

SECTION 4. OBLIGATIONS OF DEVELOPER.

Developer covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Retail Sales Center.** Developer covenants and agrees to locate Retail Sales Centers within the City of Frisco, Texas, and it will be operated by a third party under contract with Developer, who is acceptable to the City within the sole discretion of the City, during the Term of this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City to begin the sale of merchandise from Retail Sales Centers, if necessary for establishment of Retail Sales Centers.

(c) **Job Creation.** Developer covenants and agrees that each Retail Sales Center will employ a minimum of five (5) Employment Positions.

(d) **Reporting of Sales and Use Taxes.** Developer will provide City, on a monthly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of sales and use taxes collected in the City as a result of the operation of the Retail Sales Centers ("Sales Tax Report"). Additionally, Developer will obtain third party's written consent for the State Comptroller's office to release the monthly reported figures along with any State audit adjustments to the City. Subject to the requirements of the Texas Public Information Act, the City hereby agrees to keep this information "Confidential" consistent with the Texas Tax Code, including, without limitation, Section 151.027 and to the extent allowed by law. Except as required by the provisions of the Texas Public Information Act, the City agrees not to make copies of any of the Sales Tax Report or other financial information and shall not prepare any written summaries of sales.

(e) **Payment of Ad Valorem Taxes.** All ad valorem taxes shall be paid prior to the delinquency date of each tax year on the Retail Sales Centers, unless being protested in accordance with Texas law.

(f) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and City, and any related agreements between Developer and City.

SECTION 5. OBLIGATIONS OF CITY.

City covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Grant Payment.** The City agrees to make payments to Developer upon the satisfaction of the following conditions:

(1) Should the aggregate of the City's share of one percent (1.0%) Sales and Use Tax revenue, the FEDC's share of one-half of one percent (0.50%) of the Type A Sales and Use Tax Revenue, and the FCDC's share of one-half of one percent (0.50%) of the Type B Sales and Use Tax Revenue, generated by and attributed solely to individual Retail Sales Center's sales in the applicable calendar year and received from the State Comptroller by the City be less than **One Million and No/100 Dollars ($1,000,000.00)** (the equivalent of $50,000,000.00, in taxable sales at the individual Retail Sales Center) for the applicable calendar year, the City shall not be obligated to make any payments to Developer for sales attributable to the individual Retail Sales Center for the applicable calendar year, **SAVE AND EXCEPT AS FOLLOWS**:

During the first twelve months of the individual Retail Sales Center's sales, should the aggregate of the City's share of one percent (1.0%) Sales and Use Tax revenue, the FEDC's share of one-half of one percent (0.50%) of the Type A Sales and Use Tax Revenue, and the FCDC's share of one-half of one percent (0.50%) of the Type B Sales and Use Tax Revenue, generated by and attributed solely to individual Retail Sales Center's sales and received from the State Comptroller by the City, be less than **One Million and No/100 Dollars ($1,000,000.00)** (the equivalent of $50,000,000.00, in taxable sales at the individual Retail Sales Center) but greater than **Four Hundred Thousand and no/100 Dollars ($400,000.00)** (the equivalent of $20,000,000.00, in taxable sales at the individual Retail Sales Center), the City covenants and agrees to pay Developer fifty percent (50%) of the City's one percent (1.00%) Sales and Use Tax generated by and attributed solely to individual Retail Sales Center's sales in the same manner as set out in Section 5(a)(2) below.

(2) Should the aggregate of the City's share of one percent (1.0%) Sales and Use Tax revenue, the share of one-half of one percent (0.50%) of the Type A Sales and Use Tax Revenue, and the share of one-half of one percent (0.50%) of the Type B Sales and Use Tax Revenue, generated by and attributed solely to individual Retail Sales Center's sales in any calendar year and received from the State Comptroller by the City, equal or exceed **One Million and No/100 Dollars ($1,000,000.00)** (the equivalent of $50,000,000.00 in taxable sales at the individual Retail Sales Center) for the applicable calendar year, the City covenants and agrees to pay Developer eighty-five percent (85%) of the City's share of one percent (1.00%) Sales and Use Tax generated by and attributed solely to individual Retail Sales Center's sales. Such payments shall be made quarterly upon reviewing the Sales Tax Report described in Section 4(d) of this Agreement for each month of the applicable quarter, and confirming its accuracy with the State, including any audit adjustments and its payment to City for the applicable quarter. The City covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(d) of this Agreement for each month of the applicable quarter; and (2) the City's share of the Sales and Use Tax revenue from the State Comptroller's office for the applicable quarter.

Notwithstanding anything contained in this Agreement to the contrary, the parties' intent is for Program Payments to be made each quarter to Developer, subject to receipt of the City's share of the Sales and Use Tax revenue and subject to an annual review to verify compliance with the foregoing annual sales tax revenue requirement. Should such annual review show a failure to meet the above annual sales tax revenue requirement, within thirty (30) days of such annual review and at City's option, Developer shall either: (i) repay the City for any Program Payment(s) which should not have been made; or (ii) City may offset such Program Payment(s) from any future Program Payments that have or will subsequently become due until repayment is completed. Upon completion of such repayment, City shall resume payment of Program Payment(s) to Developer.

Further, in the event the State Comptroller determines that the City erroneously received Sales and Use Tax revenue, or that the amount of the Sales and Use Tax revenue exceeds the correct amount of the Sales and Use Tax revenue for a prior period of time from which the Developer has received any payment, Developer shall, at City's option, either:

(i) repay the City for any overpayment, or

(ii) City may offset any overpayment from any future overpayment until such overpayment is repaid.

Likewise, if the State Comptroller determines that the City is due additional Sales and Use Tax revenue from the sales tax generated by a Retail Sales Center, subject to the Developer qualifying for a Program Grant Payment for the applicable time period by meeting the required Sales and Use Tax minimums set forth in this Agreement, upon receipt of the City's

share of the additional Sales and Use Tax revenue, the City shall pay the Developer the additional Program Grant Payment resulting from the previous underpayment.

For clarity, the City's share of one percent (1.0%) Sales and Use Tax revenue is separate and distinct from the share of one-half of one percent (0.50%) percent Type A Sales and Use Tax Revenue generated for use by the FEDC, a Type A economic development corporation, operating pursuant to Chapter 504 of the Texas Local Government Code, as amended; and the share of one-half of one percent (0.50%) percent Type B Sales and Use Tax Revenue generated for use by the FCDC, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between City and Developer, and any related agreements between City and Developer.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **Retail Sales Center(s).** Within twenty-four (24) months from the commencement of the Term of this Agreement, failure of Developer to cause a third party to locate and operate a Retail Sales Center consistent with Section 4(a) of this Agreement is an Event of Default.

(b) **Certificate of Occupancy.** Failure of Developer to cause to be obtained a Certificate of Occupancy from the City within the Term of this Agreement, consistent with Section 4(b) of this Agreement is an Event of Default.

(c) **Job Creation.** Failure of Developer to cause to be employed and maintained during the Term of this Agreement a minimum of five (5) Employment Positions working at individual Retail Sales Centers consistent with Section 4(c) of this Agreement is an Event of Default.

(d) **Reporting of Sales and Use Taxes.** Failure of Developer to report sales and use taxes consistent with Section 4(d) of this Agreement is an Event of Default.

(e) **Payment of Ad Valorem Taxes.** All ad valorem taxes shall be paid prior to the delinquency date of each tax year on Retail Sales Centers, unless being protested in accordance with Texas law.

(f) **False Statements.** Any written warranty, representation or statement made or furnished to the receiving party under this Agreement or any document(s) related hereto furnished to the receiving party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing party fails to cure same within thirty (30) days after

written notice from the receiving party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing party fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if the furnishing party obtains actual knowledge that any such warranty, representation or statement has become false or misleading after the time that it was made, and the furnishing party fails to provide written notice to the receiving party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing party learns of its false or misleading nature.

(g) **Insolvency.** The dissolution or termination of Developer's existence as a going business or concern, Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment of all or substantially all of the assets of Developer for the benefit of creditors of Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(h) **Failure to Make Program Grant Payments.** Failure of City to make quarterly Program Grant Payments in accordance with Section 5 of this Agreement.

(i) **Other Defaults.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between the City and Developer, and Developer or City fails to cure such failure within thirty (30) days after written notice from the City or Developer, as the case may be, describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Developer or City fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

(a) **General Defaults.** Except for the events of default set out in Section 6(a) above, in the event of default under this Agreement, the non-defaulting party shall give written notice to the defaulting party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event the City terminates this Agreement as a result of the foregoing, the Program Grant Payment will be immediately abolished. Additionally, Developer will owe City repayment of the Program Grant Payments made to Developer for the entire calendar year in which the termination occurs, plus interest at the rate of the prime rate plus one percent (1%) per annum. Furthermore, no Program Grant Payment shall accrue for all tax years thereafter. Developer shall pay such funds to City within sixty (60) days of

termination. The preceding remedy shall be the sole and exclusive remedy for the City in the event of any default by Developer, except as set out in Section 7(b) below. Developer shall have the right to pursue all remedies provided in this Agreement for the City's uncured breach of this Agreement, including, without limitation, the right to immediately terminate this Agreement. The preceding remedy shall be the sole and exclusive remedy for the Developer in the event of any default by City, except as set out in Section 7(c) below.

(b) **Section 6(a) Default.** In the event of default under Section 6(a) of this Agreement, this Agreement shall terminate automatically without additional notice of any kind.

(c) **Section 6(h) Default.** In the event of a default under Section 6(h) above, Developer has the right, but not obligation, to continue this Agreement without notice of default and collect interest, at the rate of the prime rate plus one percent (1%) per annum, from the City for each Program Grant Payment that is paid late, and to pursue its legal remedies against the City to enforce this Agreement .The preceding remedies shall be the sole and exclusive remedies for Developer in the event of any default by City under Section 6(h).

SECTION 8. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

City may terminate this Agreement without an event of default by Developer and effective immediately if (i) any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual or illegal, including case law holding that a Chapter 380 Economic Development Agreement rebating Sales and Use Taxes such as this Agreement is an unconstitutional debt; or (ii) the federal government implements the Streamlined Sales and Use Tax or similar legislation in such a manner as to change the consummation of a sales and use tax event to a tax situs outside of the City of Frisco, Texas, thereby eliminating the City's rights in the sales tax proceeds paid by Developer for the Retail Sales Centers.

Termination of this Agreement by City under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement or at law; provided, however, that Developer shall be entitled to receive from City any Program Grant Payment due Developer through the date of termination, to the extent permitted by law.

SECTION 9. TERMINATION OF AGREEMENT BY DEVELOPER WITHOUT DEFAULT.

Developer may terminate this Agreement, with respect to any covered third party Retail Sales Center without an event of default by City and effective immediately (or at any future date) if the third party operating the Retail Sales Center elects to cease operation (or otherwise change its operations for any reason whatsoever) whereby no local Sales and Use Taxes are thereafter generated.

Termination of this Agreement by Developer under this Section of the Agreement shall render this Agreement null and void with respect to any covered third party Retail Sales Center from that point forward with each party having no further rights against each other under this Agreement or at law SAVE AND EXCEPT that Developer shall be entitled to receive from City any Program Grant Payment due Developer through the date of termination and Developer shall not be responsible for any clawback or repayment of any Program Grant Payment previously paid, provided the minimum of **One Million and No/100 Dollars ($1,000,000.00)** in aggregate of Sales and Use Tax revenue, the Type A Sales and Use Tax Revenue, and the Type B Sales and Use Tax Revenue is received from the Comptroller's office by the City (the equivalent of $50,000,000.00 in taxable sales at individual Retail Sales Center) for the last twelve (12) months in which the termination is effective.

The Developer covenants and agrees for the period beginning on the Effective Date and continuing until and including the termination of this Agreement, Developer will not directly or indirectly solicit or accept any Financial Assistance from any other public or private person or entity, to the extent such Financial Assistance is given for the purpose of causing or would result in either Developer's or the Retail Sales Center's relocation from the City or termination of this Agreement. For purposes of this Section, the term "Financial Assistance" means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief or rebates, relief from public improvement obligations, and payment for public improvements to or for the benefit of Developer and/or any Retail Sales Center.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment**. This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this

Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on Developer's behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Developer and City.

(h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(i) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Developer:	SCDC VII, LLC 3475 Lenox Road, Suite 710 Atlanta, Georgia 30326
if to City:	City of Frisco, Texas Department of Economic Development 6101 Frisco Square Blvd., 5th Floor Frisco, Texas 75034

(j) **Ordinance Applicability.** The City represents to Developer that this Agreement meets all existing applicable ordinances of the City, and to the extent legally permissible, commits to ensure no future ordinances impair its operation. This Agreement shall confer no vested rights on the Retail Sales Centers unless specifically enumerated herein.

(k) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a

court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included to the extent it does not frustrate the intent of this Agreement.

(l) **Governmental Powers; Waiver of Immunity**. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this section. The City waives its governmental immunity from suit and liability only as to any action brought by Developer against it to pursue the remedies available under this Agreement and only to the extent necessary to pursue the remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

(m) **Time is of the Essence**. Time is of the essence in the performance of this Agreement.

(n) **Undocumented Workers.** Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the City notifies Developer of the violation.

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SIGNATURE PAGE

CITY:

City of Frisco
a Texas home rule municipality

Dated: _____

By: _____
City Manager

ATTEST

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

SIGNATURE PAGE

SCDC VII, LLC:

Sales Center Development Concepts VII, LLC
a Delaware limited liability company

Dated: _____

By: _____
Its: Managing Member

AGENDA ITEM #20.

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: **05/01/2012**

Agenda Caption: Consider and act upon items necessary for the May 12, 2012 General Election.

Action Requested: Approval of a Resolution and Letter of Agreement with Heritage Lakes HOA for use of facilities as a polling location for Early Voting, a Resolution and Letter of Agreement with The Village at Frisco Lakes Community Association, Inc. for use of the facilities as a polling location for Early Voting, and a Resolution and Contract with Denton County Elections Administration for election administration services, all authorizing the City Manager to execute the agreements.

Background Information: The agreements are routine administrative procedures providing for election administration.

Alternatives: None

Supporting Documents:

- Resolution and Letter of Agreement with Heritage Lakes
- Resolution and Letter of Agreement with Frisco Lakes
- Resolution and Contract with Denton County

Staff Recommendation: Approval

AGENDA ITEM #20.A.

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 LETTER AGREEMENT WITH THE HERITAGE LAKES HOME OWNERS ASSOCIATION FOR THE USE OF THE HERITAGE LAKES AMENITIES CENTER AS AN EARLY VOTING LOCATION FOR THE MAY 12, 2012 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

SECTION 1: The City Manager is hereby authorized to execute a Letter of Agreement with the Heritage Lakes Home Owners Association for the use of the Heritage Lakes Amenities Center as an Early Voting location for the May 12, 2012 General Election, 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 1st day of May, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

April 2, 2012

Heritage Lakes Homeowner's Association
ATTN: Dudley Wilson
Heritage Lakes Amenities Center
3949 Village Blvd.
Frisco, Texas 75034

RE: Use of Heritage Lakes Amenities Center for May 12, 2012 General Election for the City of Frisco, Texas

To Whom It May Concern:

The City of Frisco, Texas ("City") has requested the use of the Heritage Lakes Homeowners Association ("HOA") Heritage Lakes Amenities Center ("Center") to serve as an Early Voting location for the May 12, 2012 General Election ("Election"). This letter shall serve as an agreement between the City and the HOA solely with regard to the matters set forth herein ("Letter Agreement").

City and HOA agree to the following terms and conditions:

- HOA agrees to allow the City, through their service provider, Denton County Elections Administrator ("Administrator"), to utilize the Center as a polling location and early voting location for the Election.
- On the date of the Election, HOA agrees to keep the Heritage Lakes entrance gates and Center open to allow voters and Election officials access to the Center.
- From Monday, April 30, 2012, to Tuesday, May 8, 2012, HOA agrees to keep the Heritage Lakes entrance gates and Center open to allow voters and Election officials access to the Center for early voting.
- Prior to the Election, HOA agrees to allow the Administrators access to the Center for set up and preparation.
- HOA agrees not to schedule any other events at the Center on the date of the Election or on any of the dates for early voting.
- Administrators agree to use the Center in a safe and reasonable manner.
- HOA agrees to designate a representative, John Vickers, who can be reached at the following number, 972 369-6246 in the event of an emergency.
- HOA agrees to allow the City to utilize the Center in the event of a run-off election is required.

972 369-6246

In any legal proceeding brought to enforce the terms of this Letter Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as amended.

The individuals executing this Letter Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Letter Agreement to do so for and on behalf of the party for which his or her signature appears, that there are not other parties or entities required to execute this Letter Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual signing this Letter Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligation under this Letter Agreement.

The Letter Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Additionally, this Letter Agreement is not assignable.

This Letter Agreement constitutes the sole and only agreement of the parties with respect to the matters discussed herein.

Signed,

_____
George Purefoy
City Manager
City of Frisco, Texas

Signed,

Name: John Vickers
Title: Association Manager
Heritage Lakes HOA

AGENDA ITEM #20.B.

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 LETTER OF AGREEMENT WITH THE VILLAGE AT FRISCO LAKES COMMUNITY ASSOCATION, INC. FOR THE USE OF THE VILLAGE CENTER AS AN EARLY VOTING POLLING LOCATION FOR THE MAY 12, 2012 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

SECTION 1: The City Manager is hereby authorized to execute a Letter of Agreement with the Village of Frisco Lakes Community Association, Inc. for the use of the Village Center as an Early Voting Polling location for the May 12, 2012 General Election, 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 1st day of May, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

April 2, 2012

The Village at Frisco Lakes Community Association, Inc.
7277 Frisco Lakes Drive
Frisco, TX 75034

RE: Use of the Frisco Lakes Village Center for May 12, 2012 General Election for the City of Frisco, Texas

To Whom It May Concern:

The City of Frisco, Texas ("City") has requested the use of the The Village at Frisco Lakes Community Association, Inc. ("CAI") Village Center ("Center") to serve as an Early Voting location for the May 12, 2012 General Election ("Election"). This letter shall serve as an agreement between the City and the CAI solely with regard to the matters set forth herein ("Letter Agreement").

City and CAI agree to the following terms and conditions:

- CAI agrees to allow the City and Frisco Independent School District ("FISD"), through their service provider, Denton County Elections Administrator ("Administrator"), to utilize the Center as a polling location and early voting location for the Election.
- From Monday, April 30, 2012, to Tuesday, May 8, 2012, CAI agrees to keep the Center open to allow voters and Election officials' access to the Center for early voting.
- Prior to Early Voting, CAI agrees to allow the Administrators access to the Center for set up and preparation.
- CAI agrees not to schedule any other events ~~at the Center~~ on any of the dates for early voting. in the Activity Room of the Center where voting will be held
- Administrators agree to use the Center in a safe and reasonable manner.
- CAI agrees to designate a representative, Chris Miles, who can be reached at the following number, 469-628-0400 in the event of an emergency.
- CAI agrees to allow the City to utilize the Center in the event of a run-off election is required.

In any legal proceeding brought to enforce the terms of this Letter Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as amended.

The individuals executing this Letter Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Letter Agreement to do so for and on behalf of the party for which his or her signature appears, that there are not other parties or entities required to execute this Letter Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual signing this Letter Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligation under this Letter Agreement.

The Letter Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Additionally, this Letter Agreement is not assignable.

This Letter Agreement constitutes the sole and only agreement of the parties with respect to the matters discussed herein.

Signed,

_____
George Purefoy, City Manager
City of Frisco, Texas

Signed,

Name: Jamie Chamberlain
Title: Lifestyle Director
The Village at Frisco Lakes Community Association, Inc.

AGENDA ITEM #20.C.

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 CONTRACT BY AND BETWEEN THE CITY OF FRISCO ("CITY") AND THE DENTON COUNTY ELECTIONS ADMINISTRATOR FOR THE MAY 12, 2012 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

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

SECTION 1: The City Manager is hereby authorized to execute a contract by and between the City and the Denton County Elections Administrator for the May 12, 2012 General Election, 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 1st day of May, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

Town of Argyle
City of Aubrey
Town of Bartonville
City of Corinth
City of Denton
Town of Flower Mound
City of Frisco
City of Highland Village
City of Justin
City of Krugerville
City of Lake Dallas
City of Lewisville
Town of Little Elm
Town of Northlake
City of Pilot Point
Town of Ponder
City of Roanoke, Ward 3
City of Sanger
Town of Shady Shores
City of Southlake
City of The Colony
Town of Trophy Club
Argyle Independent School District
Celina Independent School District
Denton Independent School District
Frisco Independent School District
Lewisville Independent School District
Pilot Point Independent School District
Sanger Independent School District
Denton County Fresh Water Supply District No. 1-B
Denton County Fresh Water Supply District No. 6
Denton County Fresh Water Supply District No. 7
Denton County Fresh Water Supply District No. 10
Lake Cities Municipal Utility Authority
Trophy Club MUD 1

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 12, 2012 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 12, 2012.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

The Elections Administrator shall prepare a submission, on behalf of all participating authorities, to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. The Elections Administrator will provide to each participating authority a photocopy of the joint submission and any correspondence from the Department of Justice.

The joint submission prepared by the Elections Administrator will **not** include submission of information for any special elections held by the participating authorities. Participating authorities are hereby notified and encouraged to prepare their own submissions to the United States Department of Justice for special election procedures, or any changes that are specific to their own political subdivision.

By signing this agreement, each participating authority certifies that it has no unresolved preclearance or voting rights issues known to it that would preclude or delay Department of Justice preclearance of the joint election.

The Elections Administrator will file an amended submission to the United States Department of Justice in the event that any polling places are changed after the original submission is filed, including changes resulting from the withdrawal of one or more participating authorities pursuant to Section XII of this contract.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections

Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 12, 2012 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 12, 2012 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 12, 2012 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of $7 per hour.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide each participating authority a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be distributed to each participating authority no later than 9:00 AM each business day. This will be accomplished by Denton County posting the daily reports on its website.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Eric Leija, Denton County Technical Operations Manager
Presiding Judge:	Jason Barnett, Deputy Elections Administrator
Alternate Judge:	Paula Paschal, Contract Manager

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a participating authority between the original election and the runoff election, shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 12, 2012 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 23, 2012. This date may be negotiable based on the Secretary of State's calendar for elections in 2012.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

The participating authorities agree to share the cost of Early Voting. Allocations of costs is mutually agreed to be shared according to a formula which is based on the cost of all Early Voting polling locations being divided equally among the number of participating authorities.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus a cancellation fee of $75.00.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Judge and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Denton County Elections Administrator a deposit of approximately 90% of this estimated obligation no later than 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 12, 2012 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

	Estimated	**Deposit**
Political Subdivision	**Cost**	
Town of Argyle		
City of Aubrey		
Town of Bartonville		
City of Corinth		
City of Denton		
Town of Flower Mound		
City of Frisco		
Town of Highland Village		
City of Justin		
City of Krugerville		
City of Lake Dallas		
City of Lewisville		
Town of Little Elm		
Town of Northlake		
City of Pilot Point		
Town of Ponder		
City of Roanoke, Ward 3		
City of Sanger		

Town of Shady Shores		
City of Southlake		
City of The Colony		
Town of Trophy Club		
Argyle ISD		
Celina ISD		
Denton ISD		
Frisco ISD		
Lewisville ISD		
Pilot Point ISD		
Sanger ISD		
DCFWSD No. 1-B		
DCFWSD No. 6		
DCFWSD No. 7		
DCFWSD No. 10		
Lake Cities Municipal Utility Authority		
Trophy Club MUD1		

Revised 3.12.2012 (11:00 a.m.)

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2012 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
(2) It has on the _____ day of _____, 2012 been executed on behalf of the City of Frisco pursuant to an action of the Frisco City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:
APPROVED:

_____
FRANK PHILLIPS

ACCEPTED AND AGREED TO BY THE CITY OF FRISCO:

APPROVED: ATTESTED:

_____ _____
GEORGE PUREFOY, CITY MANAGER JENNY PAGE, CITY SECRETARY

AGENDA ITEM #21.

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: April 25, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

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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 April 24, 2012 meeting.

Chairman Trykoski was absent due to an out of town business commitment, and Commissioner Dodson was absent due to a personal commitment.

DEVELOPMENT SERVICES

CITY OF FRISCO

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Final Plat: Frisco Trails, Block A, Lot 3 (SPFP11-0012)
Owner(s): SEC Eldorado & The Tollway, Ltd.

Description:
A restaurant with a drive-through window on one lot on 1.2± acres on the south side of Eldorado Parkway, 450± feet east of Dallas Parkway. Zoned Planned Development-156-Retail. Neighborhood #46. SM

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Site Plan: NWC Eldorado & Independence, Block A, Lot 4 (SP12-0005)
Owner(s): Frisco Independent School District

Description:
A public high school on one lot on 46.8± acres on the north side of Eldorado Parkway, 800± feet west of Independence Parkway. Zoned Single Family-7 & Retail. Neighborhood #7. SM

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:
1. Staff approval of Landscape Plans.
2. Additions and/or alterations resulting from Engineering Services' review of construction plans.

The Site Plan will expire on 03-26-2014.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Revised Site Plan: Early Childhood School, Block A, Lot 1 (SP12-0004)
Owner(s): Frisco Independent School District

Description:
A public school on one lot 16.2± acres on the northeast corner of Kings Ridge Road and Red Cedar Drive. Zoned Planned Development-9-Patio Home. Neighborhood #19. JE

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Revised Site Plan will expire on 03-26-2014.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Preliminary Site Plan: Frisco Center Business Park, Block D Lot 1 and Block A, Lot 5 (PSP12-0005)
Owner(s): Frisco Industrial Partners, Ltd.

Description:
Two convenience stores with gas pumps, two restaurants, six industrial use buildings, a minor automobile repair facility, and a tire store on two lots on 16.3± acres on the southwest and southeast corners of Frisco Street and Eldorado Parkway. Zoned Industrial. Neighborhood #46. RC

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:
1. Staff approval of the preliminary façade plan.
2. Acquiring an off-site cross access easement for Block D, Lot 1 prior to Site Plan approval.

The Preliminary Site Plan will expire on 03-26-2012.

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

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Preliminary Plat: Villages of Stonelake Estates, Phase V (PP12-0004)
Owner(s): Shaddock Developers, Ltd. and City of Frisco

Description:
37 Single Family-12.5 lots and two Homeowners' Association lots on 16.3± acres on the southeast corner of Story Lane & Parliament Lane. Zoned Planned Development-187- Single Family-12.5/Single Family-10/Single Family-8.5 and Agricultural. Neighborhood #15. SM

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of a Landscape Plan.
2. Dedication of off-site temporary street easements for a temporary turnaround on Carolina Cherry Lane prior to release for construction.
3. Dedication of necessary off-site easements for utilities prior to release for construction.
4. Final acceptance of Phase IIA is required prior to final acceptance of Phase V to provide access to the development.
5. Additions and/or alterations resulting from Engineering Services' review of construction plans.

The Preliminary Plat will expire on 04-24-2014.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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April 25, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 24, 2012

Final Plat: Highland Ridge, Phase 1 (FP12-0008)
Owner(s): Pulte Homes of Texas, L.P.

Description:
64 Patio Home lots and five HOA lots on 29.1± acres on the north side of Lone Star Ranch Parkway, 170 ± feet east of F.M. 423. Zoned Patio Home. Neighborhood #37. JE

Result/Action:

Approved: 5-0 (Trykoski & Dodson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #22.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Judy Egüez, Planner**

Date: **4/18/2012**

Agenda Caption: Consider and act upon adoption of six Ordinances to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries, amend the zoning exhibit and the development standards. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Neighborhood #06. Zoning Case No. Z11-0018.

Action Requested: City Council adoption of six Ordinances approving the zoning.

Background Information: The City Council approved the request by a vote of 5-0 at their March 6, 2012 meeting. The proposed ordinances accomplish the following actions:

1. Repealing the current ordinances within PD-166;
2. Establishing new development standards for Tract 1 within PD-166; and
3. Rezoning Tracts 2 through 5 to straight zoning.

The attached exhibit indicates the location of the tracts. The table below depicts the current zoning and the proposed zoning:

Tract #	Current Zoning	Acreage	Proposed Zoning
Tract 1	PD-166-Retail/Office-2	81.5± acres	PD-166-Retail/Office-2
Tract 2	PD-166-Multifamily-19	28.6± acres	Multifamily-19
Tract 3	PD-166-Single Family-8.5	23.1± acres	Single Family-8.5
Tract 4	PD-166-Single Family-10	48.6± acres	Single Family-10
Tract 5	PD-166-Patio Home	28.1± acres	Patio Home

The Planning & Zoning Commission and City Council found that a public benefit will be derived from consideration of this PD Amendment.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their February 14, 2012 meeting and voted 5-0 to approve the request.

Alternatives: The City Council may:

- Approve the Ordinances;
- Approve the Ordinances with modifications;
- Deny the Ordinances; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinances were prepared by the City Attorney's office.

Supporting Documents:

- City Council Outcome Memo dated March 7, 2012.
- Map of PD-166 Tracts.
- Ordinances.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

CITY OF FRISCO

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March 7, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, March 6, 2012

Public Hearing - Zoning: Eldorado Village (Z11-0018)
Owner(s): Eldorado Commons, LP

Description:
A request to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Zoned Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home. Neighborhood #47.

Result/Action:

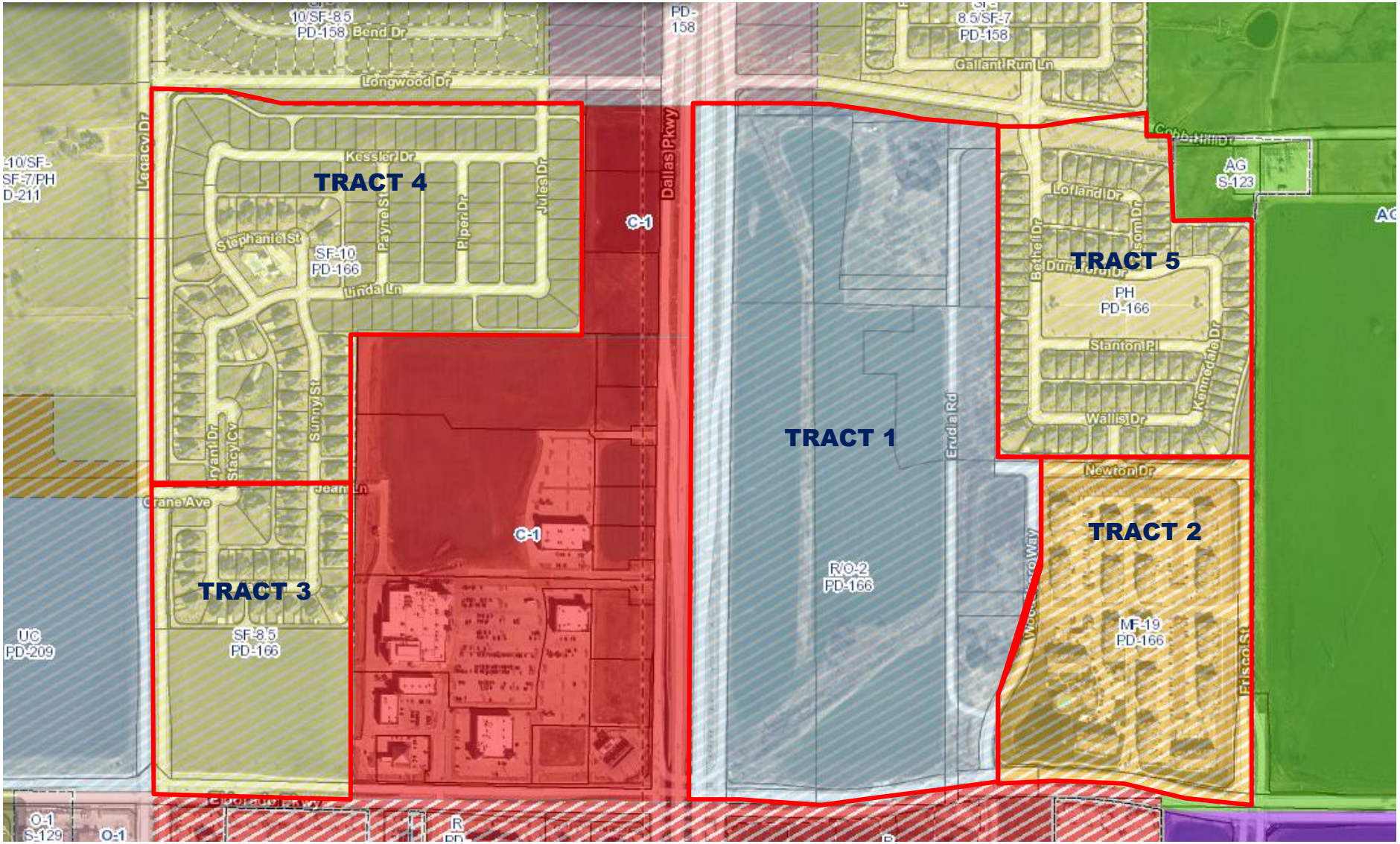
Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

Current PD-166 - Tracts



CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NOS. 02-05-54 AND 04-11-76, SAVE AND EXCEPT THEIR EXISTING APPLICATION TO A TRACT OF LAND CONSISTING OF 81.50 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM ROGERS SURVEY, ABSTRACT NO. 780 AND THE THOMAS CASSADAY SURVEY, ABSTRACT NO. 1101, CITY OF FRISCO, COLLIN COUNTY, TEXAS; IDENTIFYING THE SAVE AND EXCEPT TRACT; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has previously adopted Ordinance No. 02-05-54, which created Planned Development 166, and amended the same through Ordinance No. 04-11-76; and

WHEREAS, the City Council has investigated and determined that Ordinance Nos. 02-05-54 and 04-11-76, save and except their existing application to a tract of land consisting of 81.50 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, as identified in Exhibit "A," and incorporated herein for all purposes, should be repealed; and

WHEREAS, the City Council has investigated and determined that the repeal of Ordinance Nos. 02-05-54 and 04-11-76, save and except their existing application to a tract of land consisting of 81.50 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas will be advantageous and beneficial to Frisco and its inhabitants.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Repealing Ordinance Nos. 02-05-54 and 04-11-76, save and except their existing application to a tract of land consisting of 81.50 acres of land, more or less, situated in

the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas. Ordinance Nos. 02-05-54 and 04-11-76, save and except their existing application to a tract of land consisting of 81.50 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, are hereby repealed in their entirety. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance Nos. 02-05-54 and 04-11-76 occurring before the effective date of this Ordinance.

SECTION 3: Penalty. Any, person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars ($2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars ($500.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Savings/Repealing Clause. Ordinance Nos. 02-05-54 and 04-11076 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION: _____, Frisco Enterprise

Exhibit "A"

TRACT 1:

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being a portion of a called 48.3908 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, all of a called 5.8627 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed recorded in County, Clerk's Instrument No. 20110518000513480, both of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Newton Drive (a 60' wide right of way), the westerly half of Woodsboro Way (a 60' wide right of way) and the northerly half of Eldorado Parkway (a variable width right of way), all of which abut the Eldorado Commons, LP tracts, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of Eldorado Parkway (a variable width right of way) with the centerline of North Dallas Tollway (a 300' wide right of way);

THENCE North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 1,996.59 feet to a corner at the intersection of the centerline of said North Dallas Tollway with the westerly extension of the north line of said 48.3908 acre tract;

THENCE South 89°10'33" East, departing the centerline of said North Dallas Tollway, along the extension of the north line of said 48.3908 acre tract, passing at a distance of 150.00 feet, a 1/2-inch "VOTEX" capped iron rod found for the northwest corner of said 48.3908 acre tract, continuing along the north line of said 48.3908 acre tract and along the north line of aforesaid 5.8627 acre tract, a total distance of 1,202.47 feet to a 1/2-inch iron rod found for the most northerly, northeast corner of said 5.8627 acre tract, same being on the west line of an 18' wide Alley as created in the Final Plat of the Village at Cobb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet Q, Page 435 of the Map Records of Collin County, Texas (M.R.C.C.T.);

THENCE South 00°24'48" West, along the east line of said 5.8627 acre tract, the east line of said 48.3908 acre tract and the west line of said 18' wide alley, passing a 1/2-inch iron rod found for the northwest corner of Newton Drive (a called 60' wide right of way), as created in said Village at Cobb Hill, continuing along the west right of way line of said Newton Drive, continuing for a total distance of 643.04 feet to the intersection of said east line with the centerline of Newton Drive (a 60' wide right of way);

THENCE South 89°10'08" East, along the centerline of said Newton Drive, a distance of 152.73 feet to the intersection of the centerline of said Newton Drive with the centerline of Woodsboro Way (a called 60' wide right of way) as created in said Village at Cobb Hill;

THENCE in a southerly direction, along the centerline of said Woodsboro Way, the following:

South 00°50'26" West, a distance of 619.21 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 30°41'50", having a radius of 400.00 feet, a chord bearing of South 16°11'21" West, a chord distance of 211.75 feet and an arc length of 214.31 feet to the point of tangency of said curve;

South 31°32'16" West, a distance of 111.89 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 36°17'57", having a radius of 400.00 feet, a chord bearing of South 13°23'17" West, a chord distance of 249.20 and an arc length of 253.42 feet to the point of tangency of said curve;

South 04°45'41" East, a distance of 100.61 feet to the intersection of the centerline of said Woodsboro Way with the centerline of aforesaid Eldorado Parkway, said curve being a non-tangent curve to the left;

THENCE in a westerly direction, along the centerline of said Eldorado Parkway, the following:

Along the arc of said curve to the left, through a central angle of 08°23'51", having a radius of 2,000.00 feet, a chord bearing of South 81°07'05" West, a chord distance of 292.87 feet and an arc length of 293.13 feet to the point of reverse curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 14°11'28", having a radius of 1,500.00 feet, a chord bearing of South 84°00'53" West, a chord distance of 370.58 feet and an arc length of 371.52 feet to the point of tangency of said curve;

North 88°53'23" West, a distance of 545.50 feet to the POINT OF BEGINNING and containing 57.664 acres (2,511,826 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

TRACT 2:

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being all of a called 20.00 acre tract of land, conveyed to Texas Health Resources, as evidenced in a Special Warranty Deed, recorded in County Clerk's Instrument No. 20070410000483140, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Cobb Hill Drive (a 60' wide right of way) as created in Cabinet Q, Page 435 of the Map Records of Collin County, Texas, all of which abut the Texas Health Resources tract, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of North Dallas Tollway (a 300' wide right of way) with the centerline of Cobb Hill Drive (a 60' wide right of way);

THENCE in an easterly direction, along the centerline of said Cobb Hill Drive, the following:

South 89°46'11" East, a distance of 447.15 feet to the point of curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 07°09'56", having a radius of 400.00 feet, a chord bearing of South 86°11'13" East, a chord distance of 49.99 feet and an arc length of 50.03 feet to the point of tangency of said curve;

South 82°36'15" East, a distance of 704.35 feet to the intersection of the centerline of said Cobb Hill Drive with the extension of the east line of aforesaid Texas Health Resources tract, same being the extension of the west line of the Final Plat of the Village at Cobb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet Q, Page 435, of the Map Records of Collin County, Texas;

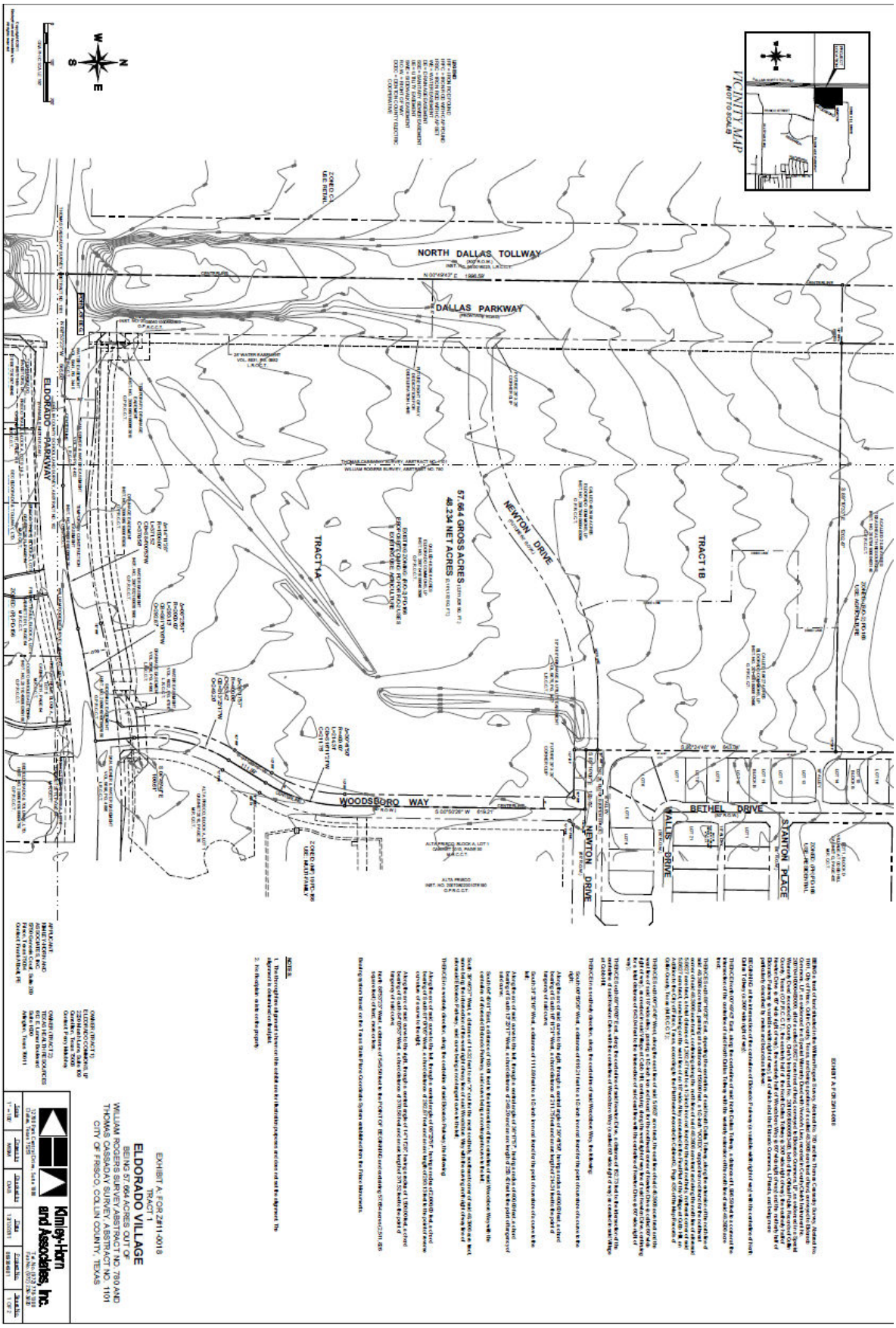
THENCE South 00°25'28" West, departing the centerline of said Cobb Hill Drive and along the common line of said Texas Health Resources tract and said Village at Cobb Hill, a distance of 808.30 feet to a 1/2-inch iron rod found for the southeast corner of said Texas Health Resources tract, same being the northeast corner of a called 5.8627 acre tract of land, conveyed to Eldorado Commons, I.P, as evidenced in a Special Warranty Deed recorded in County, Clerk's Instrument No. 20110518000513480, O.P.R.C.C.T.;

THENCE North 89°10'33" West, along the south line of said Texas Health Resources tract, the north line of said 5.8627 acre tract and the north line of a called 48.3908 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, O.P.R.C.C.T., a distance of 1,202.47 feet a corner in the centerline of aforesaid North Dallas Tollway;

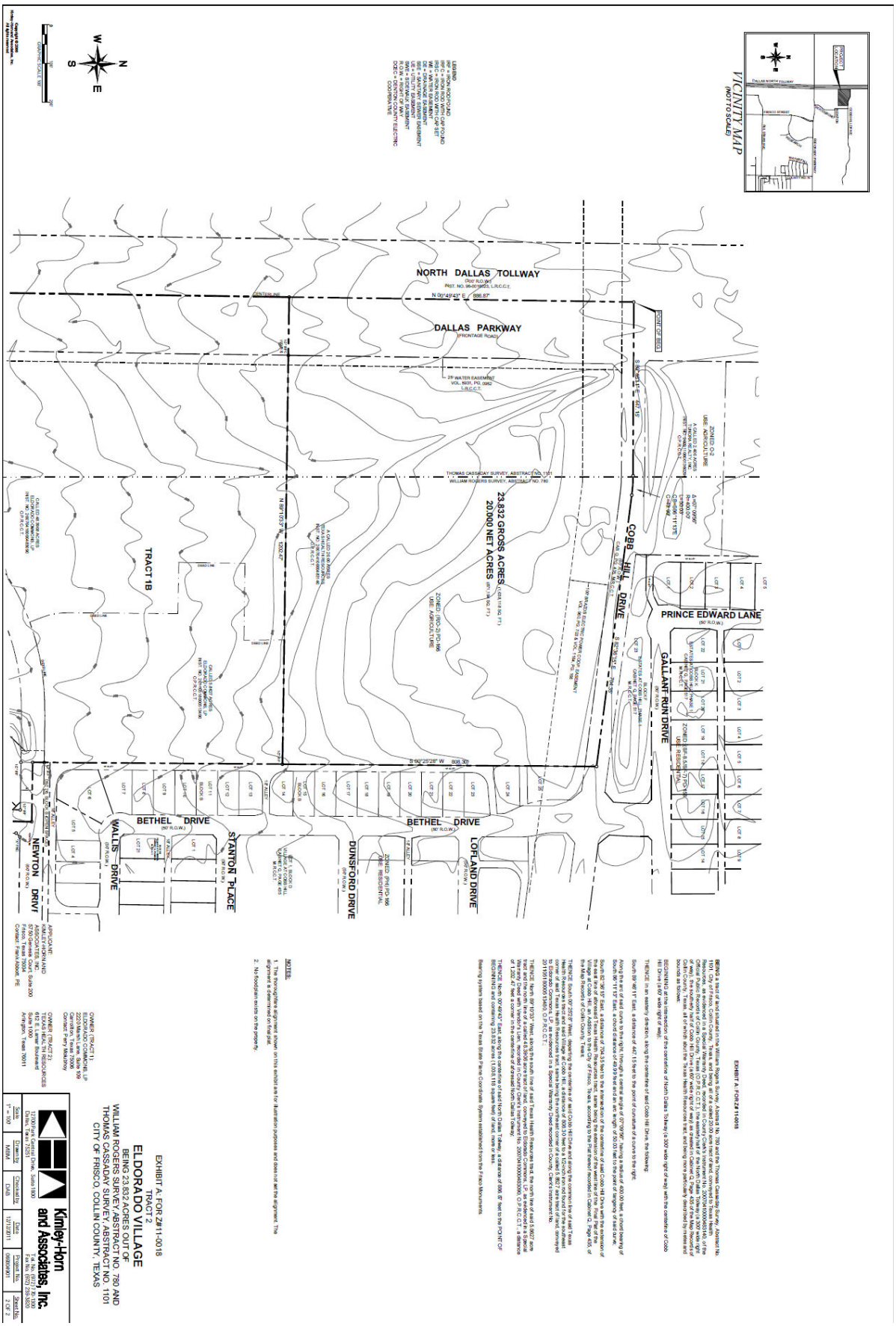
THENCE North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 886.87 feet to the POINT OF BEGINNING and containing 23.832 acres (1,038,118 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared



Repeal of PD 166, Save and Except 81.5 acres
608541.1



Repeal of PD 166, Save and Except 81.5 acres Page 8 of 9
608541.1

81.50 Acres


O-2
PD-158
SF-8.5/SF-7
PD-158
COBB HILL DR
AG
S-123
C-1
PH
PD-166
R/O-2
PD-166
DALLAS NORTH TOLLWAY
C-1
MF-19
PD-166
ELDORADO PKWY
R
PD-171
R
PD-156
R
PD-156S-145
I

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 81.50 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM ROGERS SURVEY, ABSTRACT NO. 780 AND THE THOMAS CASSADAY SURVEY, ABSTRACT NO. 1101, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-166-RETAIL/OFFICE-2 (PD-166-R/O-2) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANED DEVELOPMENT-166-RETAIL/OFFICE-2; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Zoning Ordinance No. 11-04-09 ("CZO") should be amended; and

WHEREAS, Eldorado Commons, LP (the "Applicant") initiated a request to rezone 81.50 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780 and Thomas Cassaday Survey, Abstract 1101, City of Frisco, Collin County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: The zoning designation of the below-described property containing 81.50 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Planned Development-166-Retail. The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

The development plans, standards and uses for the Property in this Planned Development District shall conform to the Planned Development Standards attached hereto as Exhibit "C" and the Zoning Exhibit attached hereto as Exhibit "D". Exhibits "C" and "D" attached hereto are incorporated herein for all purposes as if set forth verbatim. Except as amended by this Ordinance, the development of the Property within this Planned Development District must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map adopted and shall be filed and maintained as follows:

a. Two (2) copies shall be filed with the City Secretary and retained as the original records and shall not be changed in any manner; and

b. One (1) copy shall be filed with the building inspector and shall be maintained up-to-date by posting thereon all changes and subsequent amendment for observation, issuing building permits, certificates of compliance and occupancy and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

Written notice of any amendment to this Planned Development District shall be sent to all property owners within two hundred feet (200') of the specific area to be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION:_____, Frisco Enterprise

Exhibit "A"
Z11-0018

TRACT 1:

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being a portion of a called 48.3908 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, all of a called 5.8627 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed recorded in County, Clerk's Instrument No. 20110518000513480, both of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Newton Drive (a 60' wide right of way), the westerly half of Woodsboro Way (a 60' wide right of way) and the northerly half of Eldorado Parkway (a variable width right of way), all of which abut the Eldorado Commons, LP tracts, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of Eldorado Parkway (a variable width right of way) with the centerline of North Dallas Tollway (a 300' wide right of way);

THENCE North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 1,996.59 feet to a corner at the intersection of the centerline of said North Dallas Tollway with the westerly extension of the north line of said 48.3908 acre tract;

THENCE South 89°10'33" East, departing the centerline of said North Dallas Tollway, along the extension of the north line of said 48.3908 acre tract, passing at a distance of 150.00 feet, a 1/2-inch "VOTEX" capped iron rod found for the northwest corner of said 48.3908 acre tract, continuing along the north line of said 48.3908 acre tract and along the north line of aforesaid 5.8627 acre tract, a total distance of 1,202.47 feet to a 1/2-inch iron rod found for the most northerly, northeast corner of said 5.8627 acre tract, same being on the west line of an 18' wide Alley as created in the Final Plat of the Village at Cobb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet Q, Page 435 of the Map Records of Collin County, Texas (M.R.C.C.T.);

THENCE South 00°24'48" West, along the east line of said 5.8627 acre tract, the east line of said 48.3908 acre tract and the west line of said 18' wide alley, passing a 1/2-inch iron rod found for the northwest corner of Newton Drive (a called 60' wide right of way), as created in said Village at Cobb Hill, continuing along the west right of way line of said Newton Drive, continuing for a total distance of 643.04 feet to the intersection of said east line with the centerline of Newton Drive (a 60' wide right of way);

THENCE South 89°10'08" East, along the centerline of said Newton Drive, a distance of 152.73 feet to the intersection of the centerline of said Newton Drive with the centerline of Woodsboro Way (a called 60' wide right of way) as created in said Village at Cobb Hill;

THENCE in a southerly direction, along the centerline of said Woodsboro Way, the following:

> South 00°50'26" West, a distance of 619.21 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;
>
> Along the arc of said curve to the right, through a central angle of 30°41'50", having a radius of 400.00 feet, a chord bearing of South 16°11'21" West, a chord distance of 211.75 feet and an arc length of 214.31 feet to the point of tangency of said curve;

South 31°32'16" West, a distance of 111.89 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 36°17'57", having a radius of 400.00 feet, a chord bearing of South 13°23'17" West, a chord distance of 249.20 and an arc length of 253.42 feet to the point of tangency of said curve;

South 04°45'41" East, a distance of 100.61 feet to the intersection of the centerline of said Woodsboro Way with the centerline of aforesaid Eldorado Parkway, said curve being a non-tangent curve to the left;

THENCE in a westerly direction, along the centerline of said Eldorado Parkway, the following:

Along the arc of said curve to the left, through a central angle of 08°23'51", having a radius of 2,000.00 feet, a chord bearing of South 81°07'05" West, a chord distance of 292.87 feet and an arc length of 293.13 feet to the point of reverse curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 14°11'28", having a radius of 1,500.00 feet, a chord bearing of South 84°00'53" West, a chord distance of 370.58 feet and an arc length of 371.52 feet to the point of tangency of said curve;

North 88°53'23" West, a distance of 545.50 feet to the POINT OF BEGINNING and containing 57.664 acres (2,511,826 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

TRACT 2:

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being all of a called 20.00 acre tract of land, conveyed to Texas Health Resources, as evidenced in a Special Warranty Deed, recorded in County Clerk's Instrument No. 20070410000483140, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Cobb Hill Drive (a 60' wide right of way) as created in Cabinet Q, Page 435 of the Map Records of Collin County, Texas, all of which abut the Texas Health Resources tract, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of North Dallas Tollway (a 300' wide right of way) with the centerline of Cobb Hill Drive (a 60' wide right of way);

THENCE in an easterly direction, along the centerline of said Cobb Hill Drive, the following:

South 89°46'11" East, a distance of 447.15 feet to the point of curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 07°09'56", having a radius of 400.00 feet, a chord bearing of South 86°11'13" East, a chord distance of 49.99 feet and an arc length of 50.03 feet to the point of tangency of said curve;

South 82°36'15" East, a distance of 704.35 feet to the intersection of the centerline of said Cobb Hill Drive with the extension of the east line of aforesaid Texas Health Resources tract, same being the extension of the west line of the Final Plat of the Village at Cobb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet Q, Page 435, of the Map Records of Collin County, Texas;

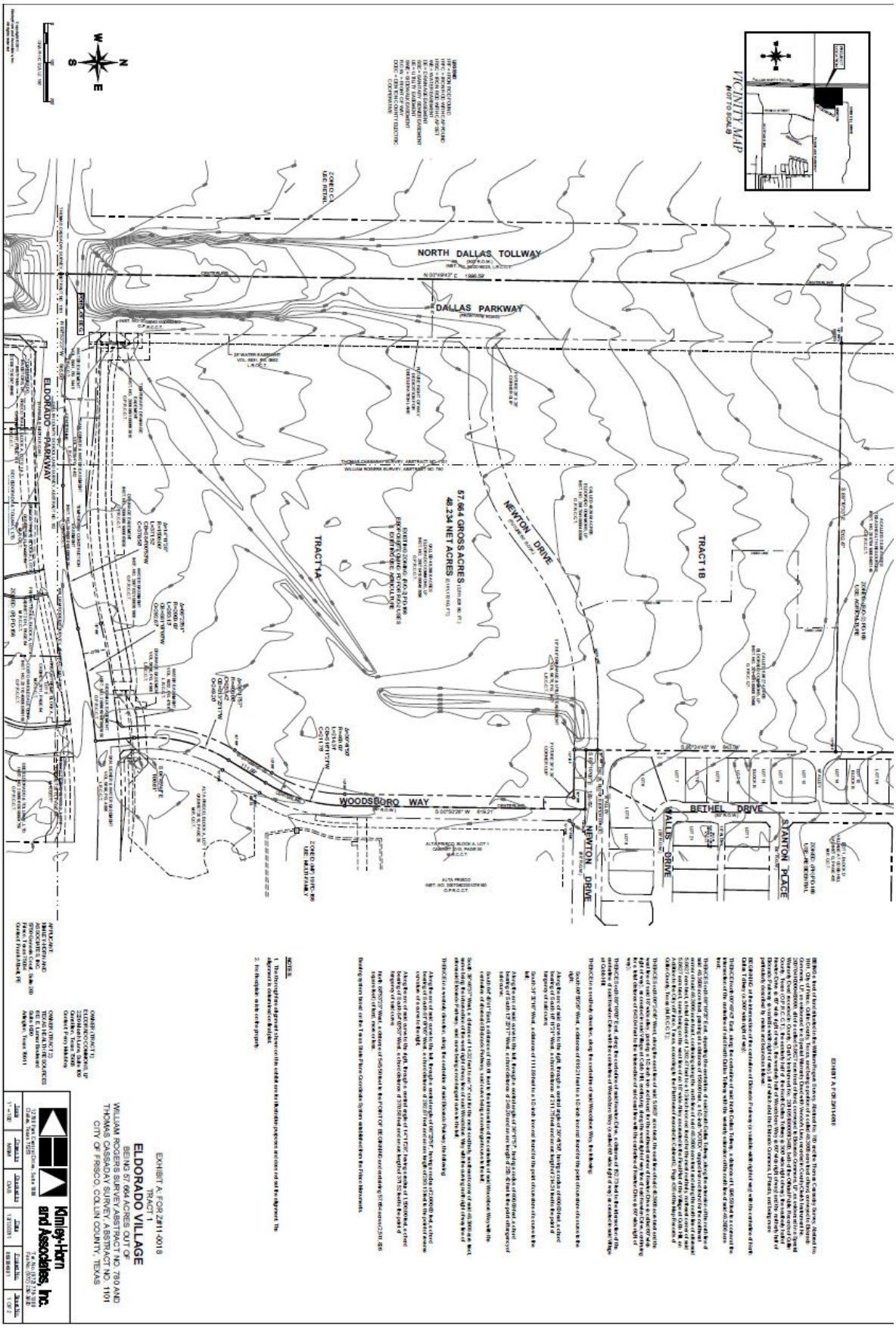
THENCE South 00°25'28" West, departing the centerline of said Cobb Hill Drive and along the common line of said Texas Health Resources tract and said Village at Cobb Hill, a distance of 808.30 feet to a 1/2-inch iron rod found for the southeast corner of said Texas Health Resources tract, same being the northeast corner of a called 5.8627 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed recorded in County, Clerk's Instrument No. 20110518000513480, O.P.R.C.C.T.;

THENCE North 89°10'33" West, along the south line of said Texas Health Resources tract, the north line of said 5.8627 acre tract and the north line of a called 48.3908 acre tract of land, conveyed to Eldorado Commons, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, O.P.R.C.C.T., a distance of 1,202.47 feet a corner in the centerline of aforesaid North Dallas Tollway;

THENCE North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 886.87 feet to the POINT OF BEGINNING and containing 23.832 acres (1,038,118 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared


VICINITY MAP
NOT TO SCALE
NORTH DALLAS TOLLWAY
DALLAS PARKWAY
ELDORADO PARKWAY
NEWTON DRIVE
WOODSBORO WAY
BETHEL DRIVE
DALLAS DRIVE
STANTON PLACE
TRACT 1A
TRACT 1B
57.664 GROSS ACRES
48.234 NET ACRES
EXHIBIT A FOR ZM11-0018
ELDORADO VILLAGE
TRACT 1
BEING 57.664 ACRES OUT OF
WILLIAM ROGERS SURVEY, ABSTRACT NO. 780 AND
THOMAS CASSADAY SURVEY, ABSTRACT NO. 1101
CITY OF FRISCO, COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.

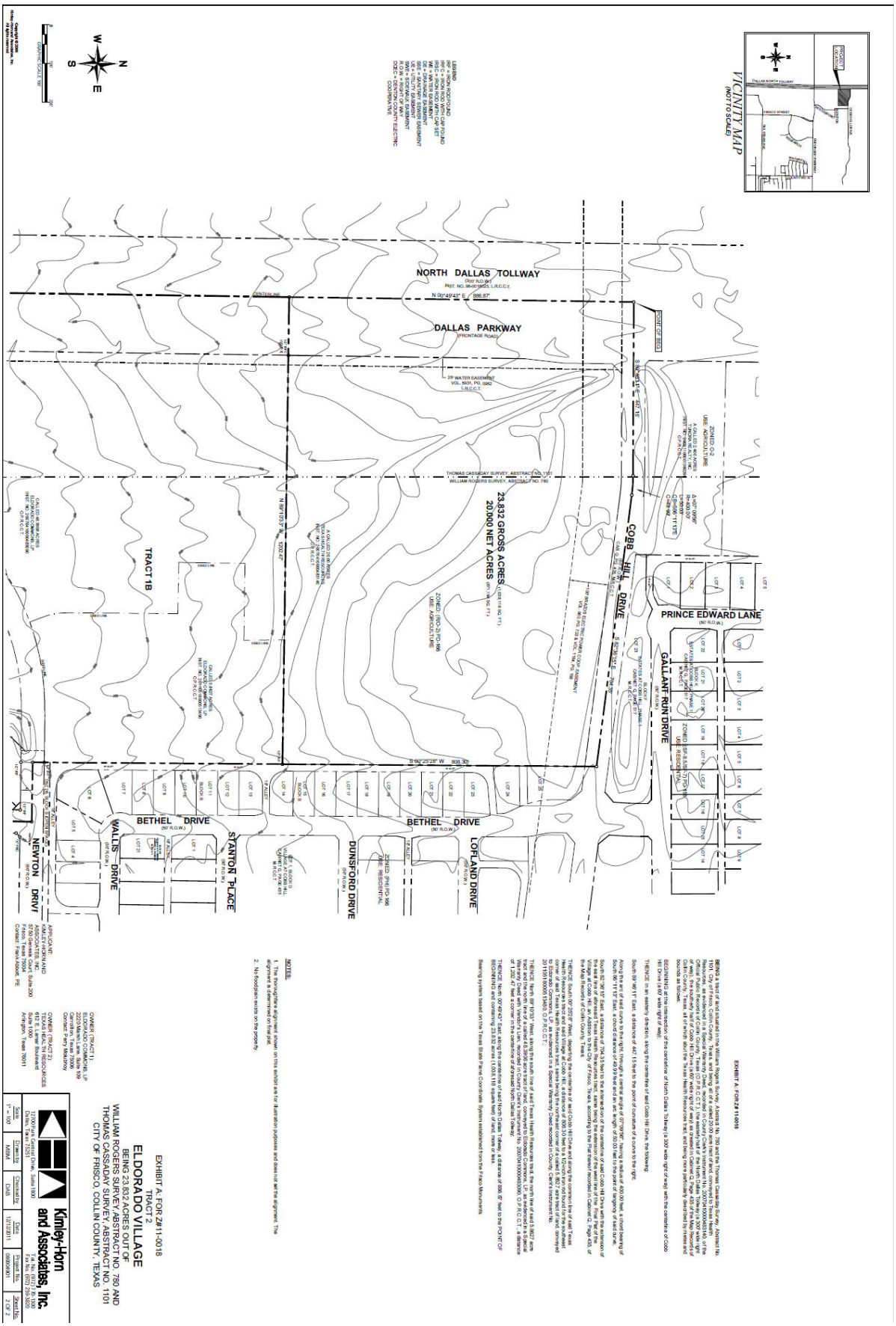


EXHIBIT A- FOR Z#11-0018

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being all of a called 20.000 acre tract of land, conveyed to Texas Health Resources Inc., same being the extension of the west line of the Final Plat of the Main Rincon I of Cobb Church, Town, City of Frisco, Texas, according to the Final Record, recorded in Cabinet Q, Page 435, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (400' wide right of way), the southerly half of Cobb Hill Drive (140' wide right of way) as created in Cabinet Q, Page 435 of the Map Records of Collin County, Texas, all of which are more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of North Dallas Tollway (400' wide right of way) with the centerline of Cobb Hill Drive (140' wide right of way);

THENCE in an easterly direction, along the centerline of said Cobb Hill Drive, the following:

South 89°14'15" East, a distance of 441.15 feet to the point of commencement of a curve to the right;

Southeasterly, along said curve to the right, having a central angle of 07°00'00", a radius of 400.00 feet, a chord bearing of South 85°44'15" East, a chord distance of 48.83 feet and an arc length of 48.86 feet to the point of tangency of said curve;

South 82°14'15" East, a distance of 794.35 feet to the intersection of said Cobb Hill Drive with the extension of the east line of aforesaid Texas Health Resources tract, same being the extension of the west line of the Final Plat of the Main Rincon I of Cobb Church, Town, City of Frisco, Texas, according to the Final Record, recorded in Cabinet Q, Page 435, of the Official Public Records of Collin County, Texas;

THENCE South 00°57'57" West, departing the centerline of said Cobb Hill Drive and along the common line of said Texas Health Resources tract and said Village at Cobb Hill, a distance of 806.30 feet to a 1/2-inch iron rod found for the southeast corner of said Texas Health Resources tract, same being the northeast corner of a called 5.3907 acre tract of land, conveyed to 20110510000515460, O.P.R.C.C.T., as described in a Special Warranty Deed recorded in County Clerk's Instrument No.

THENCE North 89°10'31" West, along the south line of said Texas Health Resources tract, the north line of said 5.3907 acre tract and the north line of a called 4.9308 acre tract of land, conveyed to Elsbeso Commons, LP, as evidenced in a Special Warranty Deed recorded in County Clerk's Instrument No. 20070103000030080, O.P.R.C.C.T., a distance of 1,000.47 feet a corner in the centerline of aforesaid North Dallas Tollway;

THENCE North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 886.87 feet to the POINT OF BEGINNING and containing 23.832 acres (1,038,116 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

NOTES:

1. The boundaries and/or easements shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined on final plat.
2. No floodplain exists on the property.

EXHIBIT "A-1"
Z11-0018 81.50 Acres



EXHIBIT "C"
Z11-0018
PLANNED DEVELOPMENT STANDARDS

Tract 1: PD-R (Retail)/O-2 (Office-2)

General Conditions:

This tract shall be developed under the regulation of the Retail District (R) as outlined in Subsection 2.04.03 of the Zoning Ordinance No. 11-04-09 as it is or may be amended, subject to the following conditions:

1. Building Materials: A consistent architectural theme shall be used to unify all buildings within the development. This theme shall include the use of common building materials for all buildings. Primary materials used for facades shall consist of brick or stone, or a combination of both, and shall comprise a minimum of sixty percent (60%) of each building facade, excluding windows. Brick, stone, stucco, tile, or any combination thereof, may be used for the remaining forty percent (40%) of each building facade. The use of reflective glass shall be prohibited.

2. Landscape Buffers:
    a. Newton Road shall have street trees planted thirty feet (30') on center beginning at a point not greater than 100 feet from the right-of-way of the Dallas Parkway.
    b. A thirty foot (30') landscape buffer adjacent to any residential district shall be provided along the length of all rear property lines.

3. Detention Pond: The detention pond as depicted on Exhibit D shall meet the requirements for Detention Ponds as outlined in Subsection 4.13.03 (C). This will count toward the overall seven percent (7%) open space for the area north of the pad sites along Eldorado Parkway and south of Newton Road. A detailed plan shall be submitted with the Preliminary Site Plan of this area.

Tract 1A: PD-R (Retail) – South of Newton

This tract shall be developed under the regulations of the Retail District (R) as outlined in Subsection 2.04.03 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

1. Permitted Uses, PD-R: All uses in the R District as outlined in Subsection 3.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended, and the following additional uses:

    a. Funeral parlor or mortuary
    b. Car Wash with a Specific Use Permit as shown on Exhibit "D"

Tract 1B: PD-O-2 (Office-2) – North of Newton

This tract shall be developed under the regulations of the Office-2 District (O-2) as outlined in Subsection 2.04.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

1. Permitted Uses, PD-O-2: All uses in the O-2 District and the R District as outlined in Subsection 3.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

2. Building Height: The maximum height of a hotel shall not exceed six (6) stories. For any hotel building over two (2) stories in height, such buildings or structures shall not be located closer to any residential district boundary line than a distance equal to the sum of the required rear yard specified plus twice the height of the building above two (2) stories measured from the ground level.

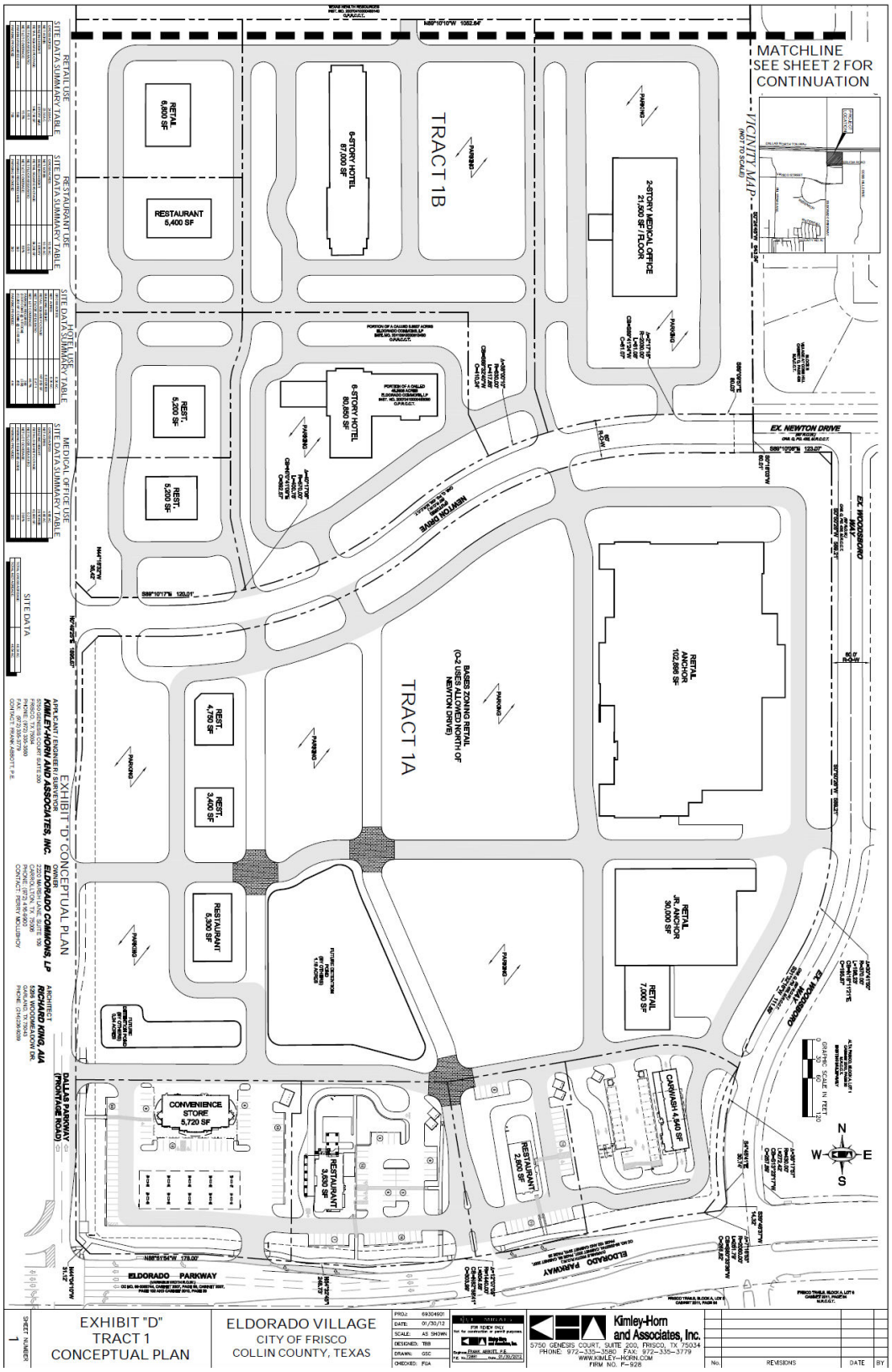
Tract 2: PD-/O-2 (Office-2)

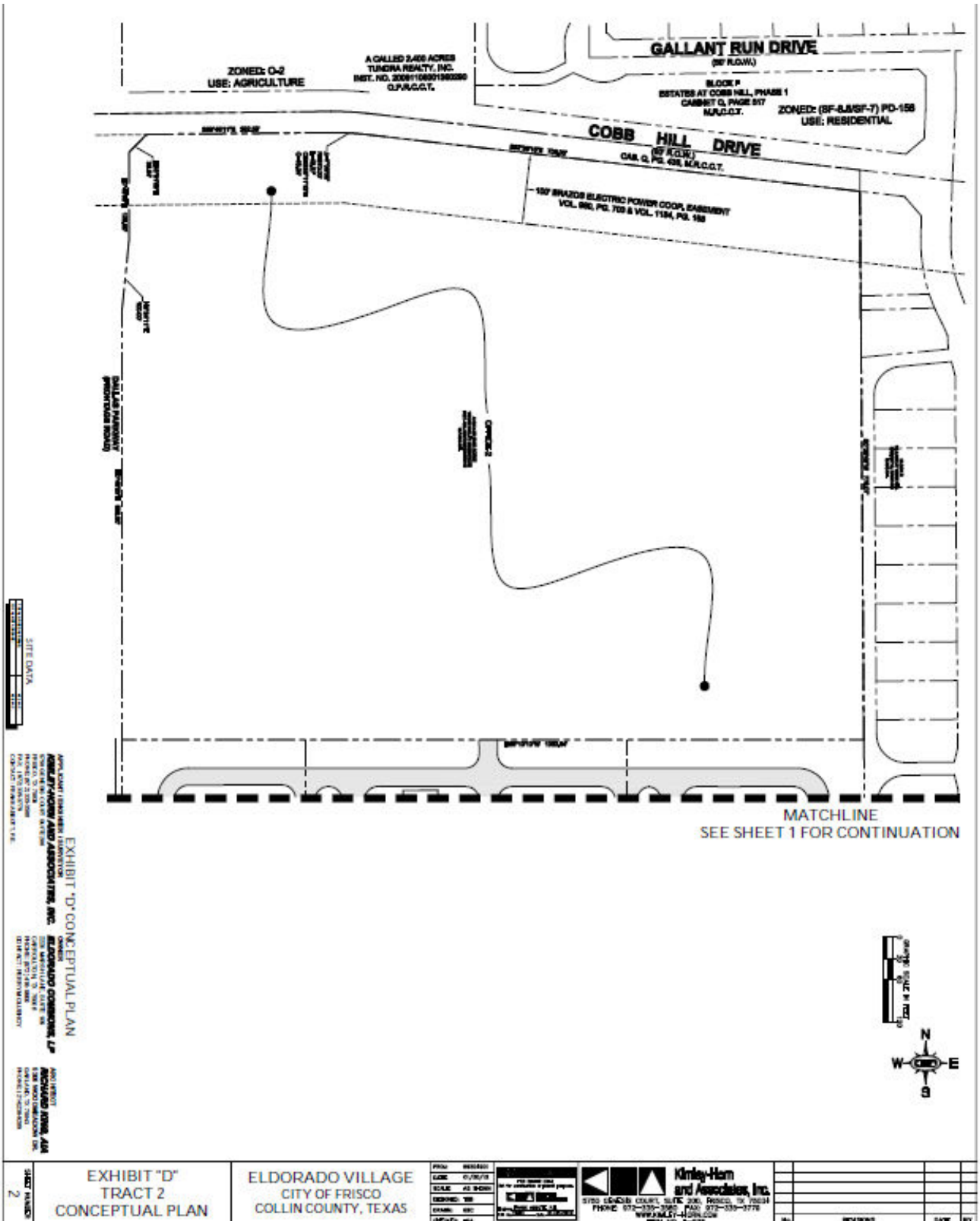
This tract shall be developed under the regulations of the Office-2 District (O-2) as outlined in Subsection 2.04.02 of the Zoning Ordinance No. 11-04-09 as it is or may be amended.

Changes to Exhibit D:

Changes to the zoning exhibit may be approved by the Director of Development Services in conjunction with a Preliminary Site Plan or Site Plan approved by the Planning & Zoning Commission and in compliance with the requirements set forth in the Planned Development Standards and the Zoning Ordinance as it exists or may be amended.

EXHIBIT "D"
Z11-0018




GALLANT RUN DRIVE
(50' R.O.W.)
COBB HILL DRIVE
(50' R.O.W.)
ZONED: O-2
USE: AGRICULTURE
A CALLED 2.400 ACRES
TUNDRA REALTY, INC.
ZONED: (SF-8.5/SF-7) PD-158
USE: RESIDENTIAL
MATCHLINE
SEE SHEET 1 FOR CONTINUATION
SITE DATA
EXHIBIT "D" CONCEPTUAL PLAN
EXHIBIT "D"
TRACT 2
CONCEPTUAL PLAN
ELDORADO VILLAGE
CITY OF FRISCO
COLLIN COUNTY, TEXAS
Kimley-Horn and Associates, Inc.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 28.62 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM ROGERS SURVEY, ABSTRACT NO. 780, CITY OF FRISCO, COLLIN COUNTY, TEXAS HERETOFORE ZONED PLANNED DEVELOPMENT-166-MULTIFAMILY-19 (PD-166-MF-19) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF MULTIFAMILY-19 (MF-19); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Zoning Ordinance No. 11-04-09 ("CZO") should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") initiated a request to rezone 28.62 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780, Abstract No. 1101, City of Frisco, Collin County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: The zoning designation of the below-described property containing 28.62 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Multifamily-19 (MF-19). The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full

force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Courtney A Kuykendall

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION:_____, Frisco Enterprise

Exhibit "A"
Z11-0018

BEING a 28.6233 acre tract of land situated in the WILLIAM ROGERS SURVEY, ABSTRACT NO. 780, Collin County, Texas and being part of that tract of conveyed by deed to ELDORADO TOLLWAY, Ltd. a Texas Limited Partnership as recorded in County Clerk's File No. 98-R0060636, Deed Records, Denton County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the center of Frisco Street (a variable width R.O.W.) with the center of El Dorado Parkway (F. M. 2934) (a variable width R.O.W.) and being the beginning of a non-tangent curve to the right having a central angle of 09 deg. 22 min. 37 sec., a radius of 2003.42 feet and a chord which bears N 80 deg. 49 min. 02 sec. W, a distance of 327.51 feet;

THENCE northwesterly, along the center of said El Dorado Parkway, the following four (4) calls:

THENCE northwesterly, along the said curve, an arc distance of 327.88 feet to a point for corner and being a point of reverse curve having a central angle of 12 deg. 06 min. 56 sec., a radius of 2,050.14 feet and a chord which bears N 82 deg. 11 min. 12 sec. W, a distance of 432.71 feet;

THENCE northwesterly, along the said curve, an arc distance of 433.51 feet to a point for corner and being the end of said curve;

THENCE N 88 deg. 14 min. 40 sec. W, a distance of 86.02 feet to a point for corner and being the beginning of a curve to the left having a central angle of 04 deg. 48 min. 45 sec., a radius of 2,034.67 feet and a chord which bears S 89 deg. 20 min. 58 sec. W, a distance of 170.85 feet;

THENCE southwesterly, along the said curve, an arc distance of 170.90 feet to a point for corner;

THENCE N 04 deg. 15 min. 57 sec. W, a distance of 140.14 feet to a point for corner and being the beginning of a curve to the right having a central angle of 27 deg. 28 min. 38 sec., a radius of 700.00 feet and a chord which bears N 09 deg. 28 min. 22 sec. E, a distance of 332.49 feet;

THENCE northeasterly, along the said curve, an arc distance of 335.70 feet to a point for corner and being the end of said curve;

THENCE N 23 deg. 12 min. 41 sec. E, a distance of 172.76 feet to a point for corner and being the beginning of a curve to the left having a central angle of 21 deg. 51 min. 10 sec., a radius of 685.00 feet and a chord which bears N 12 deg. 17 min. 06 sec. E, a

distance of 259.68 feet;

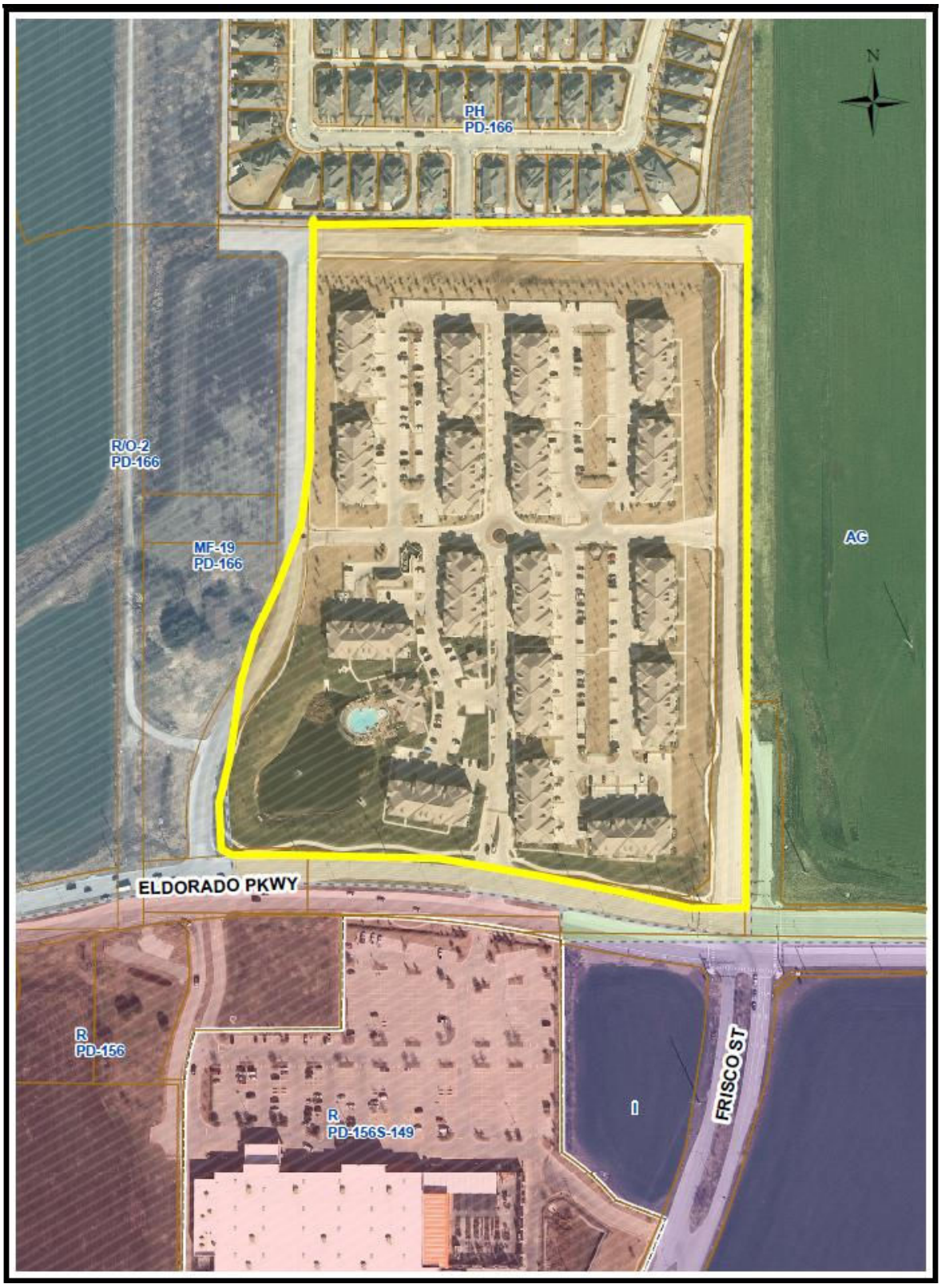
THENCE northeasterly, along the said curve, an arc distance of 261.26 feet to a point for corner and being the end of said curve;

THENCE N 01 deg. 21 min. 31 sec. E, a distance of 433.63 feet to a point for corner;

THENCE S 88 deg. 38 min. 29 sec. E, a distance of 855.45 feet to a point for corner;

THENCE S 00 deg. 59 min. 19 sec. W, a distance of 1,405.45 feet to the POINT OF BEGINNING and containing 1,246,833 sq. ft. or 28.6233 acres of land.

EXHIBIT "A-1"
Z11-0018 28.62 Acres



CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 23.05 ACRES OF LAND, MORE OR LESS, SITUATED IN THE THOMAS CASSIDY SURVEY, ABSTRACT NO. 236, CITY OF FRISCO, DENTON COUNTY, TEXAS HERETOFORE ZONED PLANNED DEVELOPMENT-166-SINGLE FAMILY-8.5 (PD-166-SF-8.5) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-8.5 (SF-8.5); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Zoning Ordinance No. 11-04-09 ("CZO") should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") initiated a request to rezone 23.05 acres of land, more or less, situated in the Thomas Cassidy Survey, Abstract No. 236, City of Frisco, Denton County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: The zoning designation of the below-described property containing 23.05 acres of land, more or less, situated in the Thomas Cassidy Survey, Abstract No. 236, City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-8.5 (SF-8.5). The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance, the development of the Property must comply withthe requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full

force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Courtney A Kuykendall

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION: _____, Frisco Enterprise

Exhibit "A"
Z11-0018

BEING a 23.0515 acre tract of land situated in the THOMAS CASSIDY SURVEY, ABSTRACT NO. 236, Denton County, Texas, and being part of that tract of conveyed by deed to ELDORADO TOLLWAY, Ltd. a Texas Limited Partnership as recorded in County Clerk's File No. 98-R0060636, Deed Records, Denton County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the center Legacy Drive (a variable width R.O.W.) with the center of El Dorado Parkway (F. M. 2934) (a variable width R.O.W.);

THENCE N 00 deg. 23 min. 10 sec. E, along the center of said Legacy Drive, a distance of 1,234.28 feet to a point for corner;

THENCE S 89 deg. 36 min. 50 sec. E, a distance of 816.89 feet to a point for corner;

THENCE S 01 deg. 21 min. 50 sec W, a distance of 1,256.71 feet to a point for corner in the center of said El Dorado Parkway, a distance of 795.76 feet to the POINT OF BEGINNING and containing 1,004,124 sq. ft. or 23.0515 acres of land.

EXHIBIT "A-1"
Z11-0018 23.05 Acres



CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 48.60 ACRES OF LAND, MORE OR LESS, SITUATED IN THE THOMAS CASSIDY SURVEY, ABSTRACT NO. 236, CITY OF FRISCO, DENTON COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-166-SINGLE FAMILY-10 (PD-166-SF-10) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-10 (SF-10); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Zoning Ordinance No. 11-04-09 ("CZO") should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") initiated a request to rezone 48.60 acres of land, more or less, situated in the Thomas Cassidy Survey, Abstract No. 236, City of Frisco, Denton County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: The zoning designation of the below-described property containing 48.60 acres of land, more or less, situated in the Thomas Cassidy Survey, Abstract No. 236, City of Frisco, Denton County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-10 (SF-10). The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full

force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION: _____, Frisco Enterprise

Exhibit "A"
Z11-0018

BEING a 48.6011 acre tract of land situated in the THOMAS CASSIDY SURVEY, ABSTRACT NO. 236, Denton County, Texas and being part of that tract of conveyed by deed to ELDORADO TOLLWAY, Ltd. a Texas Limited Partnership as recorded in County Clerk's File No. 98-R0060636, Deed Records, Denton County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the center of a proposed collector street (a 100' R.O.W.) with the center of Legacy Drive (a variable width R.O.W.)

THENCE N 89 deg. 46 min. 41 sec. E, along the center of the said collector street, a distance of 85.00 feet to a point for corner and being the beginning of a curve to the right having a central angle of 13 deg. 04 min. 54 sec., a radius of 1,400.00 feet and a chord which bears S 83 deg. 40 min. 51 sec. E, a distance of 318.95 feet;

THENCE southeasterly, along the center of the said collector street and along the said curve, an arc distance of 319.65 feet to a point for corner and being a point of reverse curve having a central angle of 12 deg. 06 min. 06 sec., a radius of 1,400.00 feet and a chord which bears S 83 deg. 11 min. 27 sec. E, a distance of 295.15 feet;

THENCE southeasterly, continuing along the center of the said collector street and along the said curve, an arc distance of 295.70 feet to a point for corner and being the end of said curve;

THENCE S 89 deg. 14 min. 30 sec. E, continuing along the said center, a distance of 1,047.94 feet to a point for corner;

THENCE S 01 deg. 21 min. 31 sec. W, a distance of 927.51 feet to a point for corner;

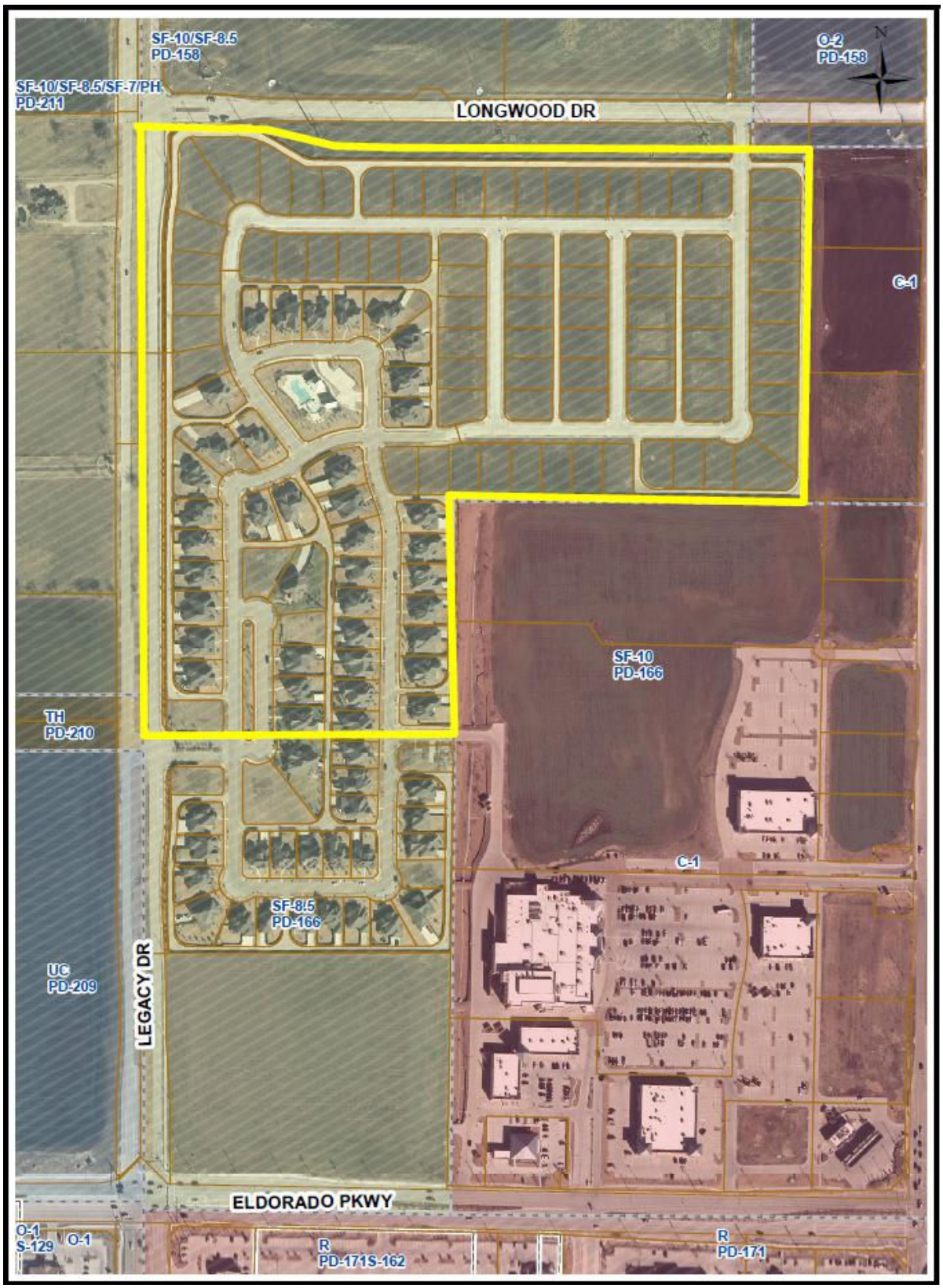
THENCE N 88 deg. 38 min. 10 sec. W, a distance of 900.02 feet to a point for corner;

THENCE S 01 deg. 21 min. 50 sec. E, a distance of 599.80 feet to a point for corner;

THENCE N 89 deg. 36 min. 50 sec. W, a distance of 816.89 feet to a point for corner;

THENCE N 00 deg. 23 min. 10 sec. E, a distance of 1,583.62 feet to the POINT OF BEGINNING and containing 2,117,065 sq. ft. or 48.6011 acres of land.

EXHIBIT "A-1"
Z11-0018 48.60 Acres



CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 28.08 ACRES OF LAND, MORE OR LESS, SITUATED IN THE WILLIAM ROGERS SURVEY, ABSTRACT NO. 780, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED PLANNED DEVELOPMENT-166-PATIO HOME (PD-166-PH) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PATIO HOME (PH); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has investigated and determined that Zoning Ordinance No. 11-04-09 ("CZO") should be amended; and

WHEREAS, the City of Frisco, Texas ("Frisco") initiated a request to rezone 28.08 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas; and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has further investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendments to Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows: The zoning designation of the below-described property containing 28.08 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Patio Home (PH). The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance the development of the Property must comply with the requirements of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full

force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the Frisco City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 1st day of May, 2012.

Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

DATES OF PUBLICATION: _____, Frisco Enterprise

Exhibit "A"
Z11-0018

BEING a 28.0759 acre tract of land situated in WILLIAM ROGERS SURVEY, ABSTRACT NO. 780, Collin County, Texas and being part of that tract of conveyed by deed to ELDORADO TOLLWAY, Ltd. a Texas Limited Partnership as recorded in County Clerk's File No. 98-R0060636, Deed Records, Denton County, Texas (D.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner in the center of the center of Frisco Street (a 120' R.O.W.) and being the northeast corner of the before described Tract 5;

THENCE N 88 deg. 38 min. 29 sec. W, a distance of 1,020.51 feet to a point for corner;

THENCE N 00 deg. 58 min. 19 sec. E, a distance of 1,312.39 feet to a point for corner in the center of a proposed collector street (a 100' R.O.W.) and being in a curve to the left having a central angle of 12 deg. 50 min. 09 sec., a radius of 1400.00 feet and a chord which bears N 87 deg. 53 min. 08 sec. E, a distance of 312.98 feet;

THENCE northeasterly, along the center of said collector street and along the said curve, an arc distance of 131.64 feet to a point for corner and being a point of reverse curve having a central angle of 10 deg. 07 min. 24 sec., a radius of 1,400.00 feet and a chord which bears N 86 deg. 31 min. 46 sec. E, a distance of 247.04 feet;

THENCE northeasterly, along the center of said collector street and along the said curve, an arc distance of 247.36 feet to a point for corner and being the end of said curve;

THENCE S 88 deg. 24 min. 32 sec. E, continuing along the center of the said collector street, a distance of 25.75 feet to a point for corner;

THENCE S 00 deg. 17 min. 04 sec. W, a distance of 83.50 feet to a point for corner;

THENCE S 89 deg. 03 min. 04 sec. E, a distance of 322.83 feet to a point for corner in the east line of said Eldorado Tollway, Ltd. tract of land;

THENCE S 00 deg. 58 min. 19 sec. W, along the east line of said Eldorado Tollway, Ltd., tract of land and along the center of said Frisco Street, a distance of 939.28 feet to the POINT OF BEGINNING and containing 1,222,985 sq. ft. or 28.0759 acres of land.

EXHIBIT "A-1"
Z11-0018 28.08 Acres



AGENDA ITEM #23.

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: **4/18/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Convenience Store with Gas Pumps on 2.1± acres on the northeast corner of Eldorado Parkway and Dallas Parkway. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. Case No. SUP11-0008.**

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Convenience Store with Gas Pumps.

Background Information: The City Council approved the request by a vote of 4-1 at their March 6, 2012 meeting. Councilmember Nelson was absent.

Board Review/Citizen Input: On February 14, 2012, the Planning & Zoning Commission held a public hearing and voted 5-0 to approve the request.

Alternatives: The City Council can:
- Approve the Ordinance;
- Deny the Ordinance;
- Approve the Ordinance with modifications; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo dated March 7, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

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

March 7, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, March 6, 2012

Public Hearing –
Specific Use Permit: Eldorado Village, Block A, Lot 1 (SUP11-0008)

Owner(s): Eldorado Commons, LP

Description:
A request for a Specific Use Permit for a Convenience Store with Gas Pumps on one lot on 2.1± acres on the northeast corner of Eldorado Parkway and Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166- Retail/Office-2. Neighborhood #47.

Result/Action:

Approved: 4-1 (Johnson opposed; Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Specific Use Permit request and directed staff to prepare an Ordinance.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR A CONVENIENCE STORE WITH GAS PUMPS, LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE THOMAS CASSADAY SURVEY, ABSTRACT NUMBER 1101, COLLIN COUNTY, TEXAS, CONTAINING 2.12 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND ZONING ORDINANCE NO. 11-04-09; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, QuikTrip (the "Applicant"), initiated a request to allow a Specific Use Permit for a Convenience Store with Gas Pumps on 2.12 acres of land, more or less, situated in the Thomas Cassaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas ("Frisco"); and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for the ordinance amendment have been given in the manner and form set forth by law, and public hearings have been held on the ordinance amendment and all other requirements of notice and completion of such amendment procedures have been fulfilled; and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Zoning Ordinance No. 11-04-09, and has further agreed to comply with the additional restrictions set forth herein and the site plan, attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to grant the Specific Use Permit herein,

and that such grant will not be detrimental to the public welfare, safety or health, and that the Specific Use Permit should be granted.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow a Convenience Store with Gas Pumps on the Property, which is zoned Planned Development-166-Retail.

The Property, as a whole, and the boundaries are more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim (the "Property"). The general location of the Property is depicted on Exhibit "A-1", attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance, the Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as Exhibit "B", the conceptual landscape buffer attached hereto as Exhibit "C", and the façade plan attached hereto as Exhibit "D".

SECTION 3: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use Permit is issued to the entity named above and is assignable and transferable.

SECTION 4: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a Specific Use Permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property;

2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
3. Violation of any provision of the terms or conditions of this Specific Use Permit;
4. Ad valorem taxes on the Property are delinquent by more than six (6) months;
5. The Specific Use Permit was obtained by fraud or deception; or
6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 5: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of this Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 7: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they

are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ___ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

*Date(s) of Publication:*_____, *Frisco Enterprise*

Exhibit "A"
SUP11-0008

BEING a tract of lane located in the City of Frisco, Collin County, part of the Thomas Cassaday Survey, Abstract No. 1101, being part of that called 48.3908 acre tract of land described in deed to Eldorado Commons, LP as recorded om County Clerk's File No. 20070410000483090, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast end of a right-of-way corner clip at the intersection of the east right-of-way line of the Dallas North Tollway (variable width R.O.W.) and the north right-of-way line of Eldorado Parkway (variable width R.O.W.);

THENCE, along said corner clip, North 44 degrees 04 minutes 10 seconds West, a distance of 31.12 feet;

THENCE, along the east right-of-way line of the Dallas North Tollway, North 00 degrees 49 minutes 43 seconds East, a distance of 248.41 feet;

THENCE, departing said east right-of-way, South 88 degrees 51 minutes 54 seconds East, a distance of 351.56 feet;

THENCE, South 01 degrees 08 minutes 06 seconds West, a distance of 50.54 feet;

THENCE, North 88 degrees 54 minutes 03 seconds West, a distance of 14.22 feet;

THENCE, South 01 degrees 08 minutes 06 seconds West, a distance of 230.05, being in the north right-of-way line of Eldorado Parkway;

THENCE, along the north right-of-way line of Eldorado Parkway, North 84 degrees 32 minutes 45 seconds West, a distance of 136.32 feet;

THENCE, continuing along said north right-of-way line, North 88 degrees 51 minutes 54 seconds West, a distance of 178.00 feet to the **POINT OF BEGINNING** and containing 92,175 square feet or 2.1160 acres of land more or less.

Exhibit "A"
SUP11-0008

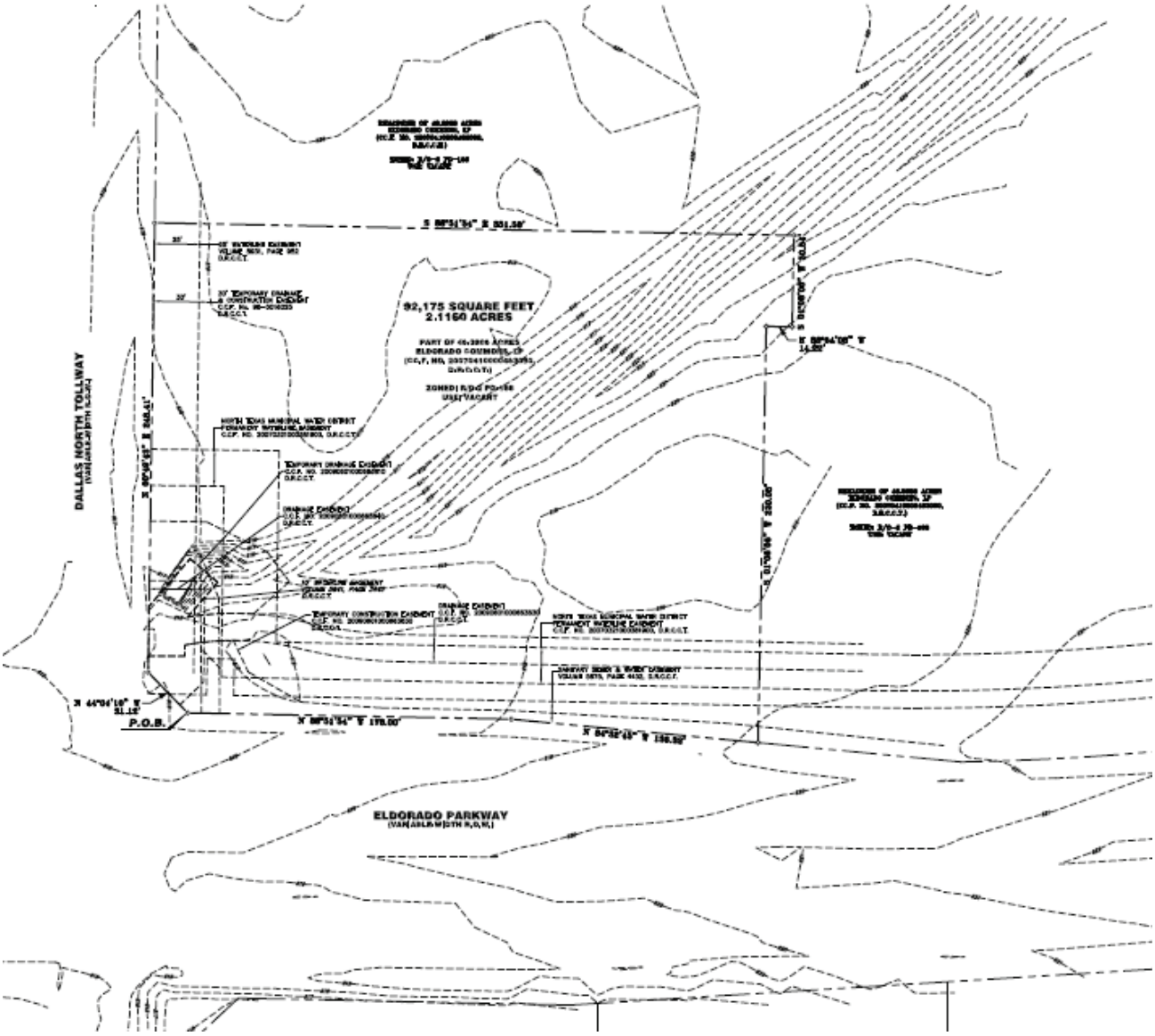


Exhibit "A-1"
SUP11-0008



Exhibit "B"
SUP11-0008

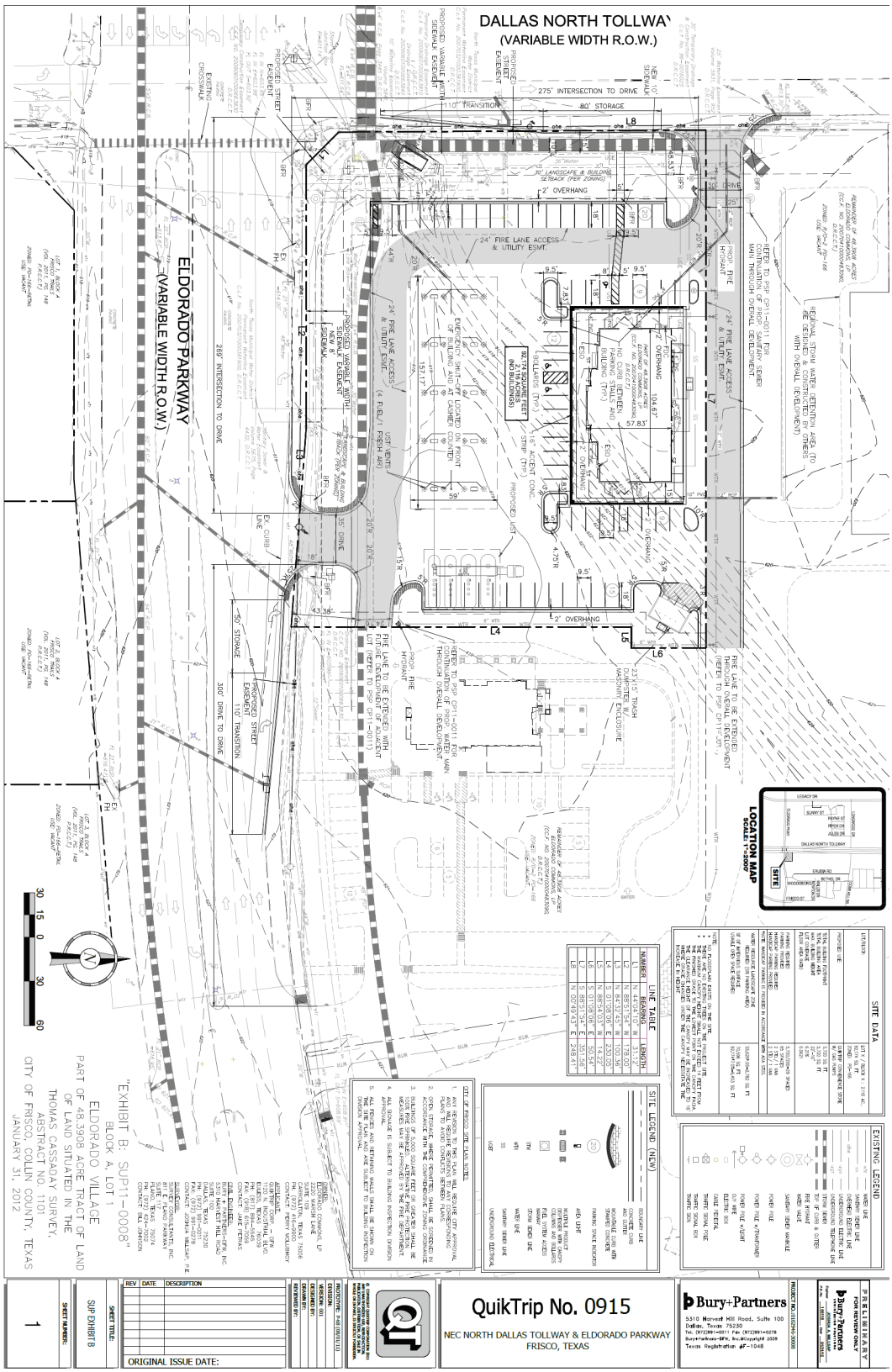


Exhibit "C"
SUP11-0008

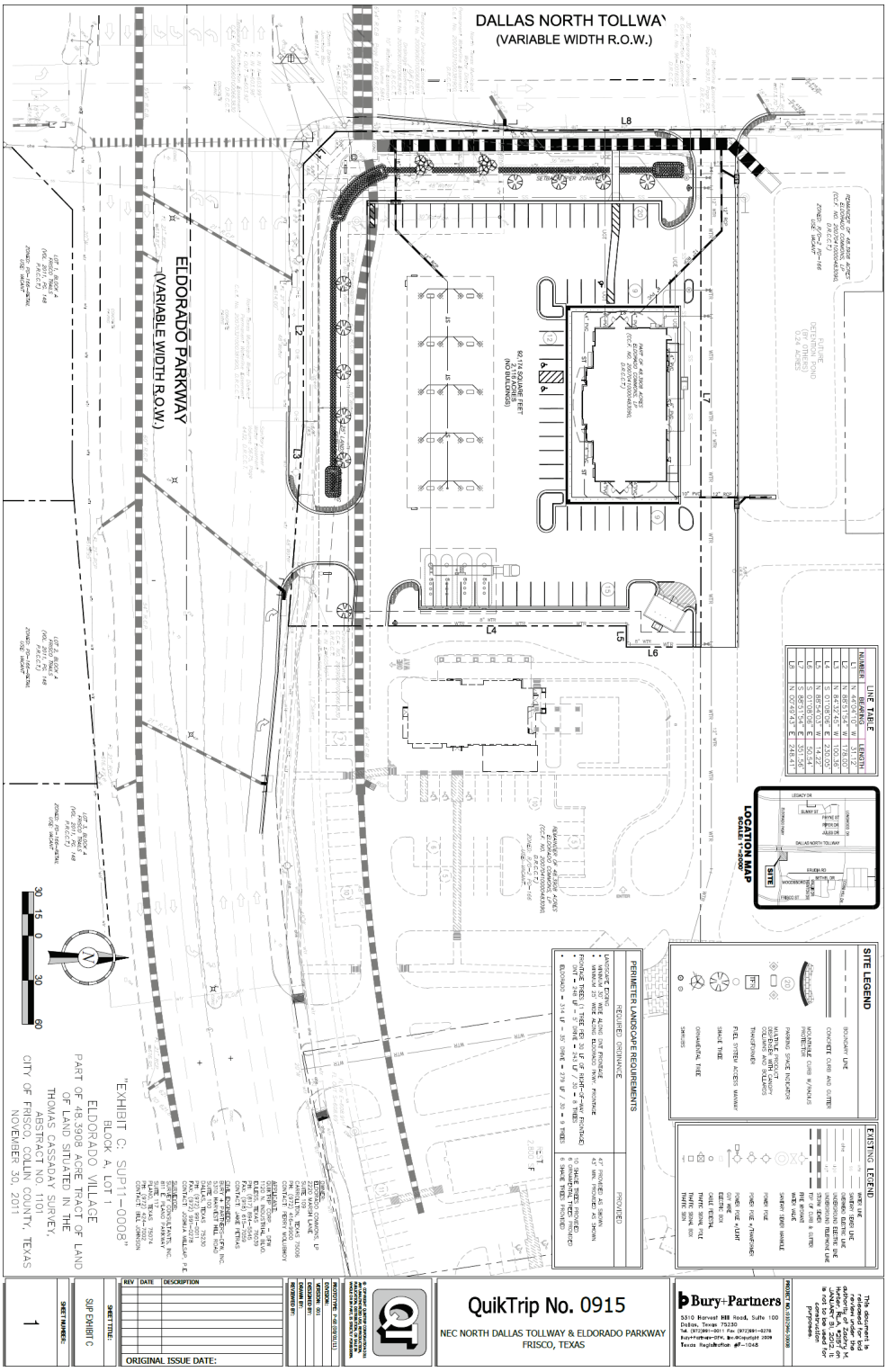


Exhibit "D"
SUP11-0008

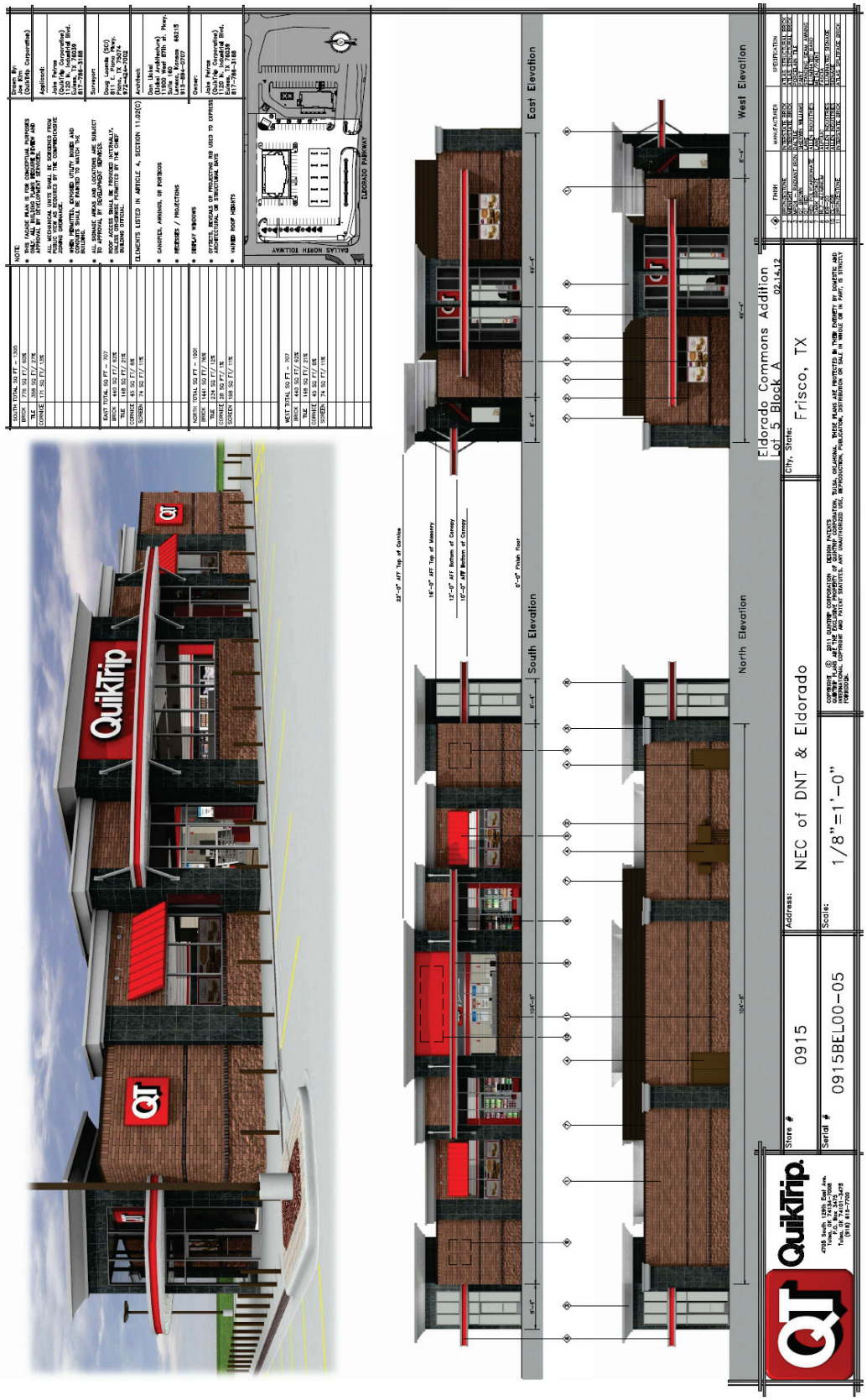
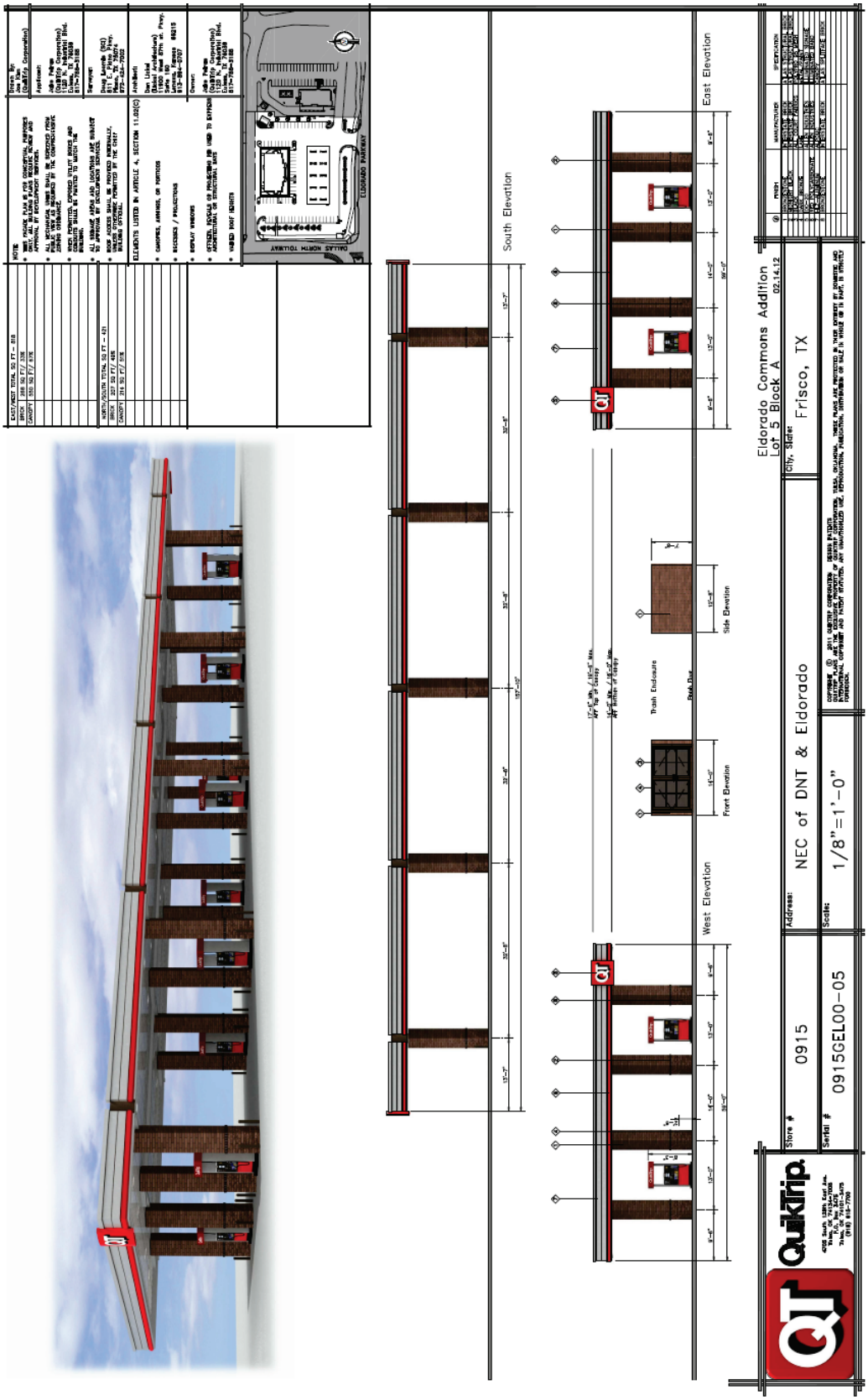


Exhibit "D"
SUP11-0008



AGENDA ITEM #24.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Judy Egüez, Planner**

Date: **4/18/2012**

Agenda Caption: Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Car Wash on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. Case No. SUP12-0003.

Action Requested: City Council adoption of an Ordinance granting the Specific Use Permit for a Car Wash.

Background Information: The City Council approved the request by a vote of 5-0 at their April 17, 2012 meeting. Councilmember Nelson was absent.

Board Review/Citizen Input: On March 27, 2012, the Planning & Zoning Commission held a public hearing and voted 5-0 to approve the request.

Alternatives: The City Council can:
- Approve the Ordinance;
- Deny the Ordinance;
- Approve the Ordinance with modifications; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's office prepared the Ordinance.

Supporting Documents:
- City Council Outcome Memo dated April 18, 2012
- Ordinance

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 18, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, April 17, 2012

Public Hearing -
Specific Use Permit: Eldorado Village, Block 1, Lot 4 (SUP12-0003)
Owner(s): Eldorado Commons, L.P.

Description:
A request for a Specific Use Permit for a Car Wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47.

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Specific Use Permit request and directed staff to prepare an Ordinance.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, GRANTING A SPECIFIC USE PERMIT FOR A CAR WASH LOCATED ON A TRACT OF LAND SITUATED IN THE CITY OF FRISCO AND IN THE WILLIAM ROGERS SURVEY, ABSTRACT NUMBER 780, COLLIN COUNTY, TEXAS, CONTAINING 1.39 ACRES OF LAND, MORE OR LESS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE AND ZONING ORDINANCE NO. 11-04-09; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, BlueWave Express Car Wash (the "Applicant"), initiated a request to allow a Specific Use Permit for a Car Wash on 1.39 acres of land, more or less, situated in the William Rogers Survey, Abstract No. 780, City of Frisco, Collin County, Texas ("Frisco"); and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for the ordinance amendment have been given in the manner and form set forth by law, and public hearings have been held on the ordinance amendment and all other requirements of notice and completion of such amendment procedures have been fulfilled; and

WHEREAS, the City Council finds that Applicant has agreed to comply with all provisions of the ordinances of Frisco, including but not limited to Frisco's Zoning Ordinance No. 11-04-09, and has further agreed to comply with the additional restrictions set forth herein and the site plan, attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to grant the Specific Use Permit herein, and that such grant will not be detrimental to the public welfare, safety or health, and that the Specific Use Permit should be granted.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Specific Use Permit Granted. Applicant is granted a Specific Use Permit to allow a Car Wash on the Property, which is zoned Planned Development-166-Retail.

The Property, as a whole, and the boundaries are more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes as if set forth verbatim (the "Property"). The general location of the Property is depicted on Exhibit "A-1", attached hereto. Except when otherwise permitted by Section 2.05.02 of the Frisco Zoning Ordinance, the Property shall be developed in compliance with the conditions expressly stated in the site plan, attached hereto as Exhibit "B", the conceptual landscape plan attached hereto as Exhibit "C", and the façade plan attached hereto as Exhibit "D".

SECTION 3: Failure to Comply/Assignable and Transferable. Except as otherwise stated above, all terms of the Specific Use Permit shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of this Ordinance and/or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, will result in the Specific Use Permit being declared null and void and of no force and effect. The Specific Use Permit is issued to the entity named above and is assignable and transferable.

SECTION 4: Specific Use Permits Regulations. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind a Specific Use Permit if:

1. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Frisco, that occurs on the Property;
2. The building, premise, or land used under a Specific Use Permit are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural

alteration, or change;

3. Violation of any provision of the terms or conditions of this Specific Use Permit;

4. Ad valorem taxes on the Property are delinquent by more than six (6) months;

5. The Specific Use Permit was obtained by fraud or deception; or

6. As otherwise permitted by law and/or Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 5: Specific Use Permit Effective Date. This Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of this Specific Use Permit, the Property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use of the above-referenced tract of land in some manner other than as authorized by this Ordinance or other applicable ordinances.

SECTION 7: Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Frisco's Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing Clause. Frisco's Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said

ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this ___ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Date(s) of Publication: _____, *Frisco Enterprise*

Exhibit "A"
SUP12-0003

Being all that certain lot, tract or parcel of land situated in the William Rogers Survey, Abstract no. 780, City of Frisco, Collin County, Texas and being a portion of a called 48.3908 acre tract of land conveyed to Eldorado Commons, L.P., a Texas limited partnership by deed and recorded in instrument no. 20070410000483090 of the official public records of Collin County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a point for the northeast corner of a corner clip at the intersection of the westerly right-of-way line of Woodsboro way (a 60' right-of-way) with the northerly right-of-way line of Eldorado Parkway (f. M. 2934) (a variable width right-of-way);

Thence south 39° 46' 37" west, along said corner clip, for a distance of 14.32 feet to a point for corner in the northerly right-of-way line of said Eldorado Parkway and being in a non-tangent curve to the left, having a radius of 2060.00 feet, a central angle of 00° 43' 19", a chord bearing of south 83° 50' 23" west at a distance of 25.96 feet;

Thence southwesterly, continuing along the northerly right-of-way line of said Eldorado Parkway, for an arc distance of 25.96 feet to a point for corner being the point of beginning and being the beginning of a tangent curve to the left, having a radius of 2060.00 feet, a central angle of 05° 09' 37", a chord bearing of south 80° 53' 55" west at a distance of 185.47 feet;

Thence southwesterly, continuing along the northerly right-of-way line of said Eldorado Parkway, for an arc distance of 185.54 feet to a point for corner;

Thence north 08° 37' 12" west, departing the northerly right-of-way line of said Eldorado Parkway, for a distance of 201.50 feet to a point for corner;

Thence north 81° 22' 48" east, for a distance of 9.54 feet to a point for corner;

Thence north 08° 37' 12" west, for a distance of 66.92 feet to a point for corner;

Thence north 81° 05' 31" east, for a distance of 25.31 feet to a point for corner;

Thence north 80° 30' 39" east, for a distance of 104.17 feet to a point for corner at the beginning of a curve to the right having a radius of 186.00 feet, a central angle of 46° 14' 27", a chord bearing of south 76° 22' 07" east at a distance of 146.07 feet;

Thence southeasterly along arc of said curve to the right, for an arc distance of 150.11 feet to a point for corner in the aforesaid westerly right-of-way line of Woodsboro Way, same being in the arc of a curve to the left having a radius of 162.01 feet, a central angle of 24° 56' 46", a chord bearing of south 24° 01' 59" west at a distance of 69.98 feet;

Thence southwesterly along arc of said curve to the left and departing the aforesaid westerly right-of-way line of Woodsboro Way, for an arc distance of 70.54 feet to a point for corner same being in the arc of a curve to the left having a radius of 441.0 feet, a central angle of 15° 13' 43", a chord bearing of south 02° 51' 09" west at a distance of 116.87 feet;

Thence southwesterly along arc of said curve to the left for an arc distance of 117.21 feet to a point for corner;

Thence south 39° 31' 57" west, for a distance of 35.79 feet to the point of beginning and containing 1.3877 acres (60,447 square feet) of land, more or less.

Exhibit "A"
SUP12-0003

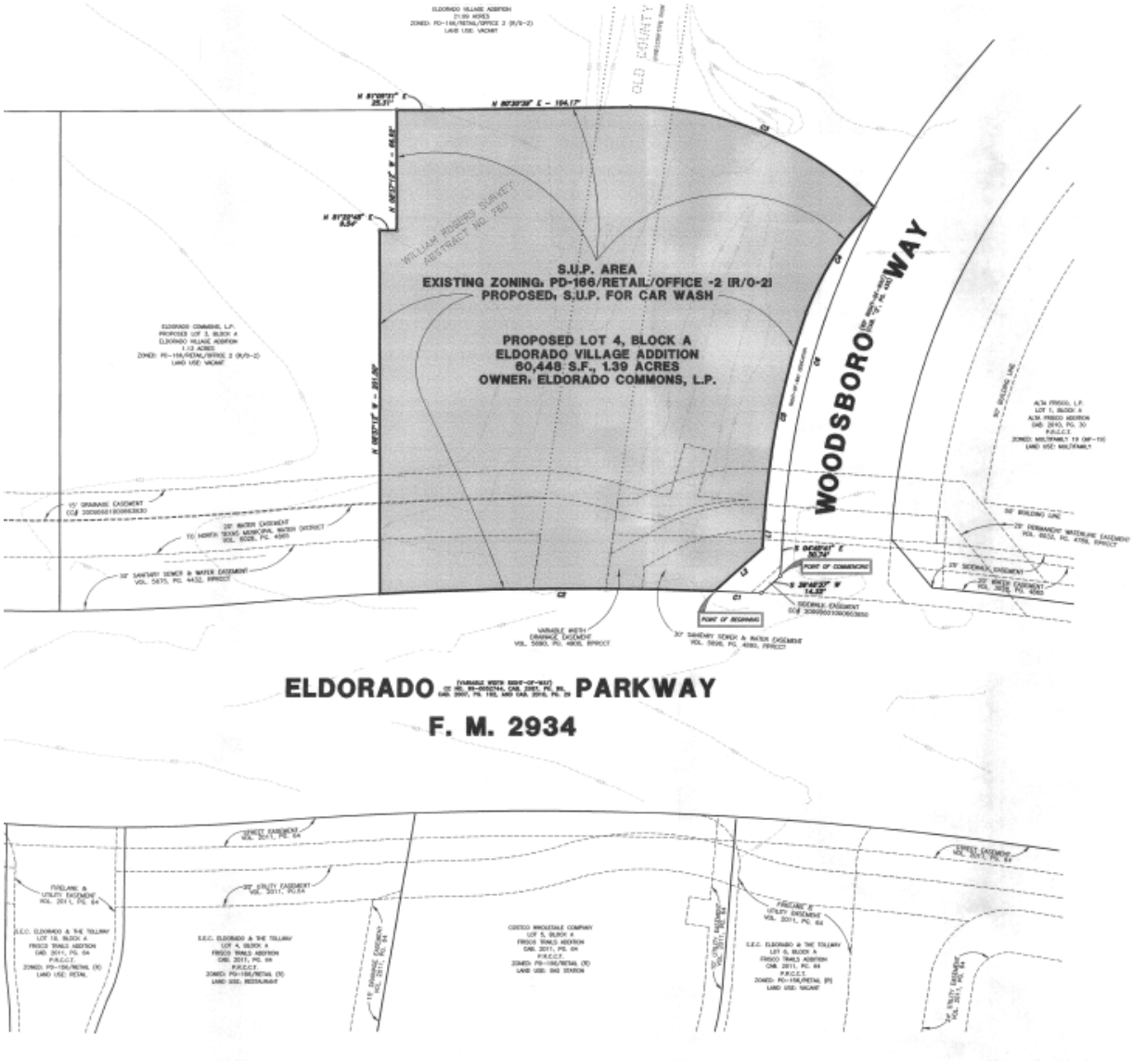
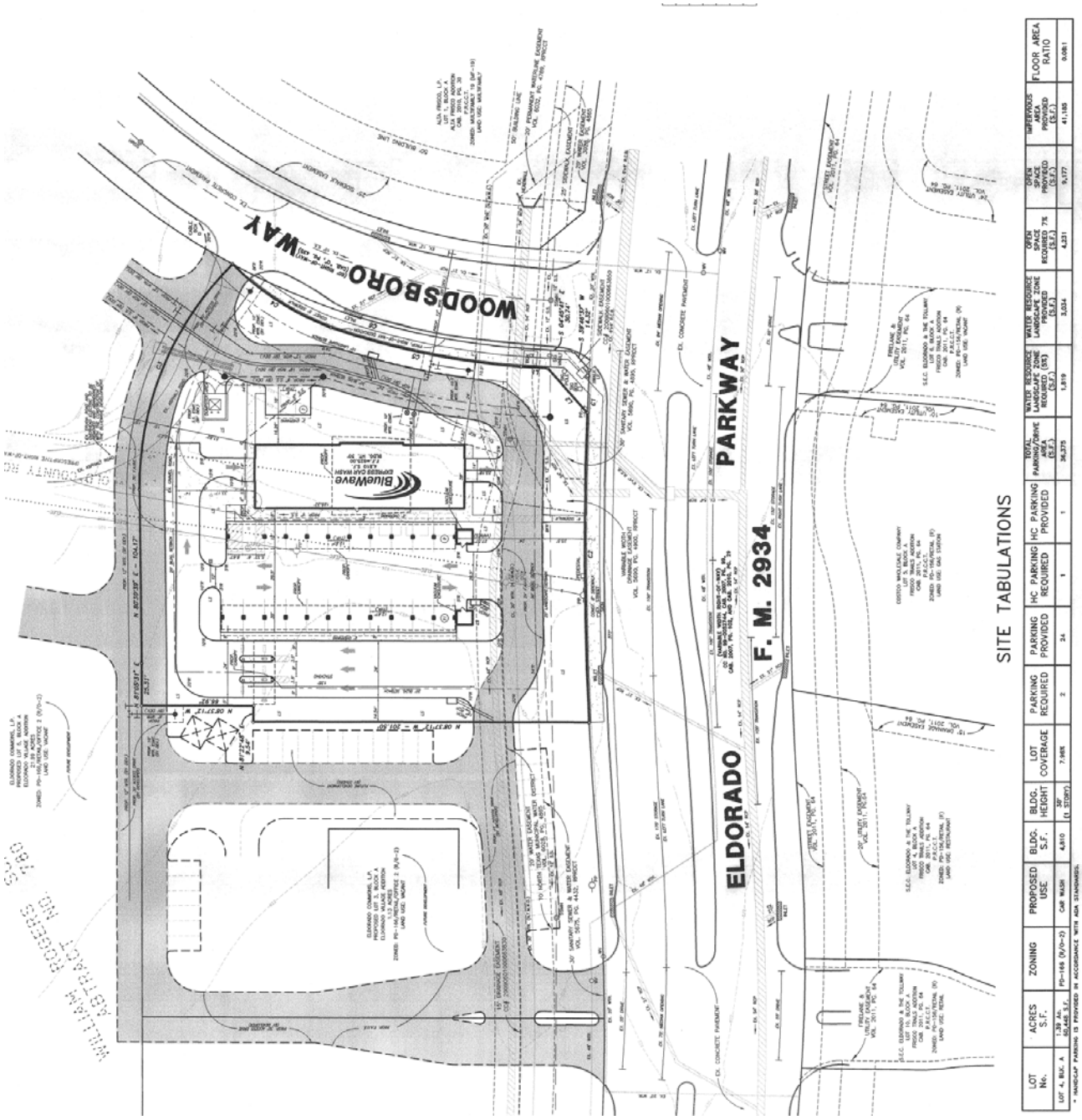


Exhibit "A-1"
SUP12-0003



Exhibit "B"
SUP12-0003



LOT No.	ACRES S.F.	ZONING	PROPOSED USE	BLDG. S.F.	BLDG. HEIGHT	LOT COVERAGE	PARKING REQUIRED	PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	TOTAL PARKING/DRIVE AREA S.F.	WATER RESOURCE LANDSCAPE ZONE REQUIRED (SF)	WATER RESOURCE LANDSCAPE ZONE PROVIDED	OPEN SPACE REQUIRED 7% (S.F.)	OPEN SPACE PROVIDED (S.F.)	IMPERVIOUS AREA PROVIDED (S.F.)	FLOOR AREA RATIO
LOT 4, BLK. A	1.39 Ac. 60,445 S.F.	PD-148 (5/O-2)	CAR WASH	4,810	30' (1 STORY)	7.96%	2	24	1	1	36,375	1,819	3,034	4,231	5,177	41,185	0.081

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

Exhibit "C"
SUP12-0003

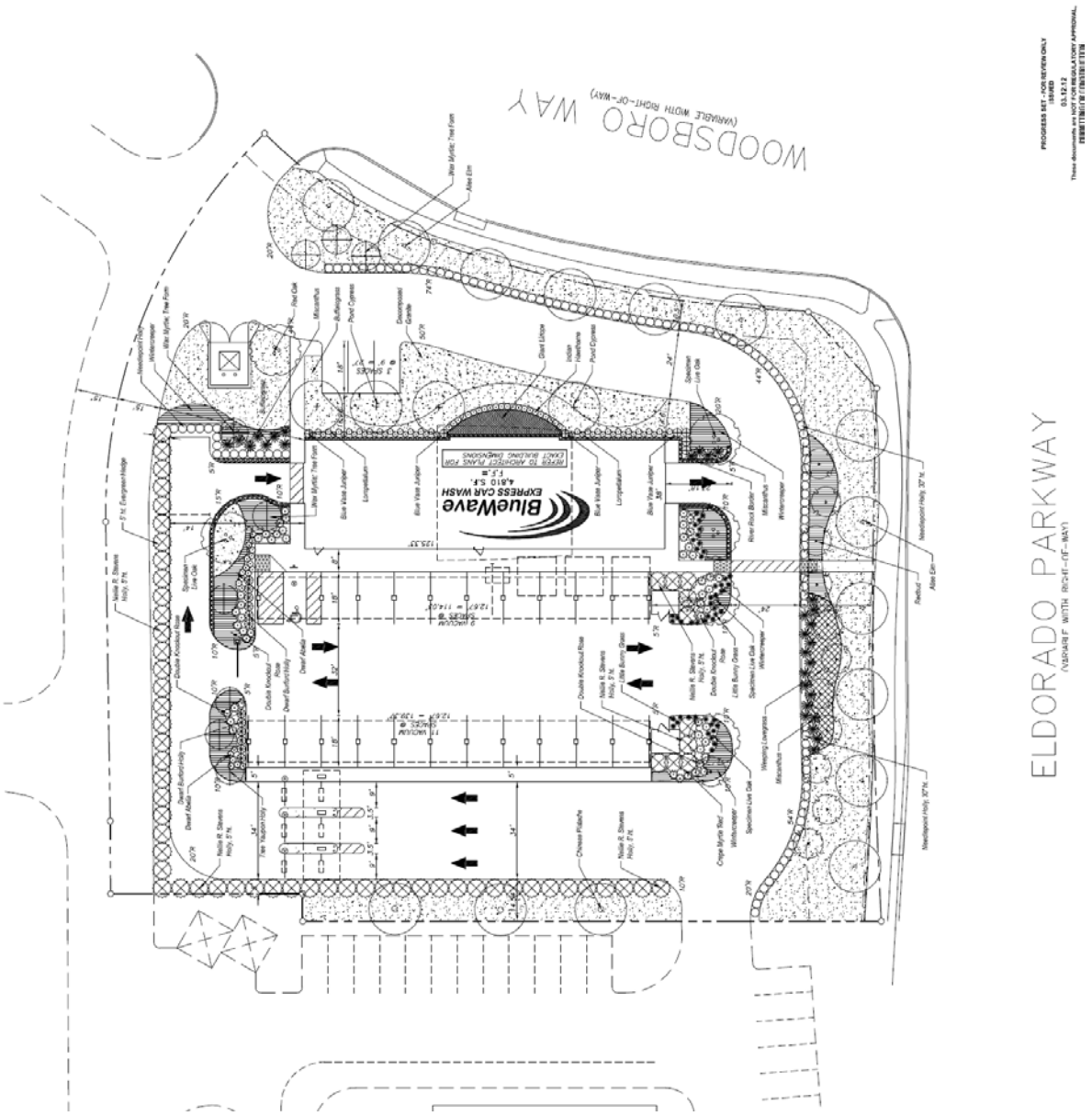


Exhibit "D"
SUP12-0003

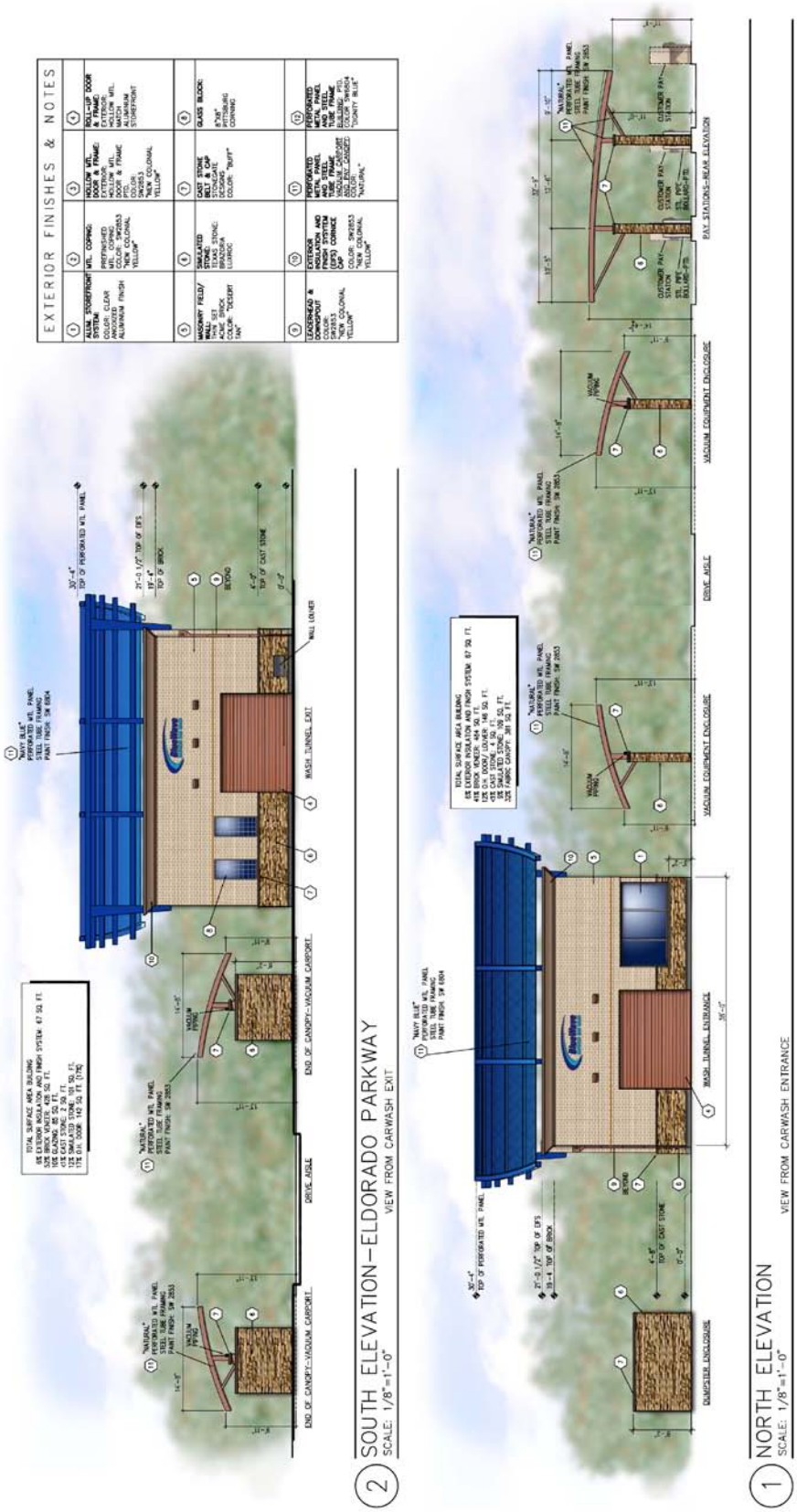
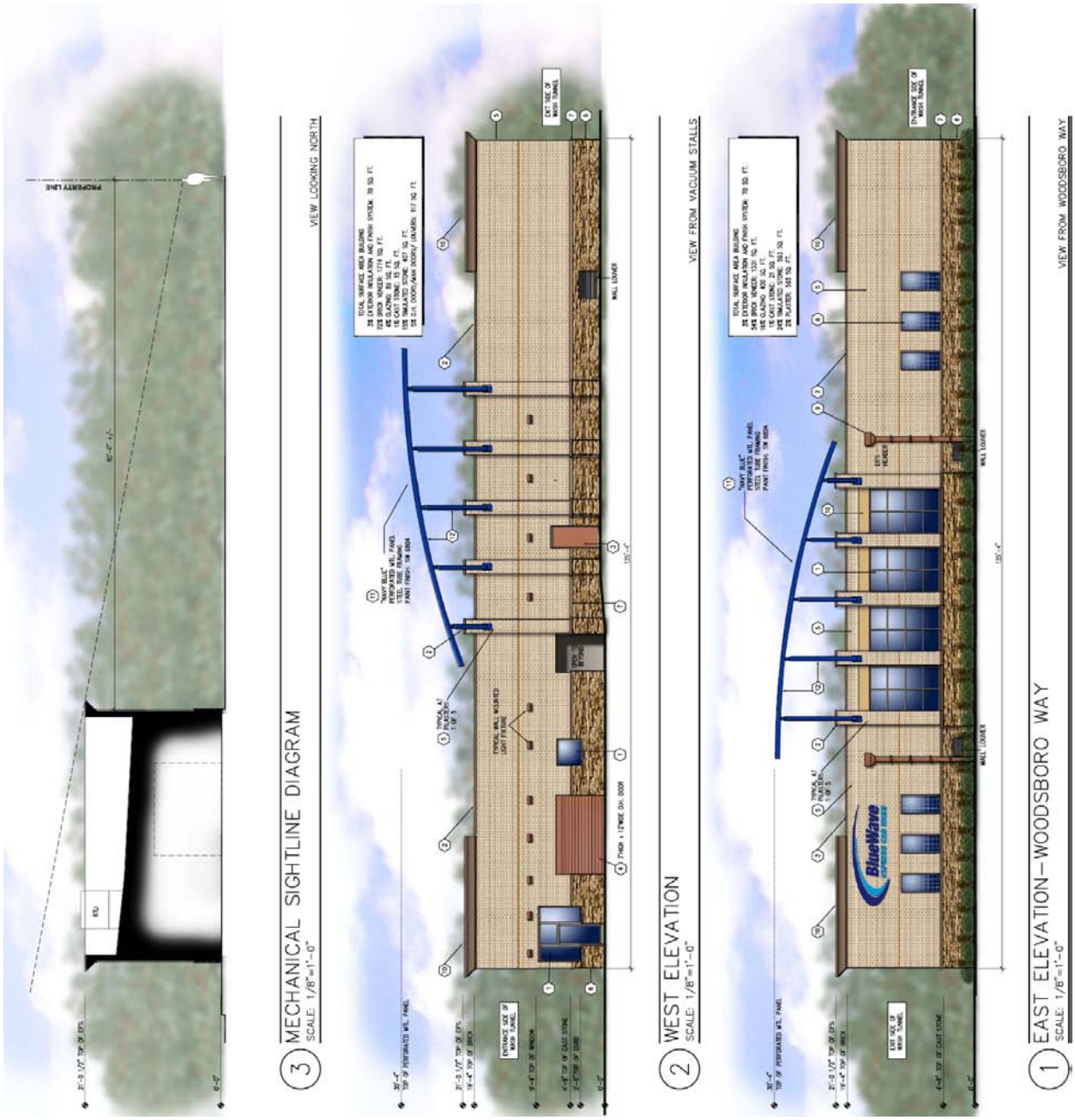


Exhibit "D"
SUP12-0003



AGENDA ITEM #25.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **4/13/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0003. A proposed voluntary annexation of 5.0± acres in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas, generally located on the south side of Gloryview Road, 1,300± east of Teel Parkway. Neighborhood #52.**

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 Frisco Community Development Corporation. The property is directly adjacent to the City's corporate limits on the east, south, and west, and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on Tuesday, April 3, 2012. The second public hearing will be held on Tuesday, May 15, 2012.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

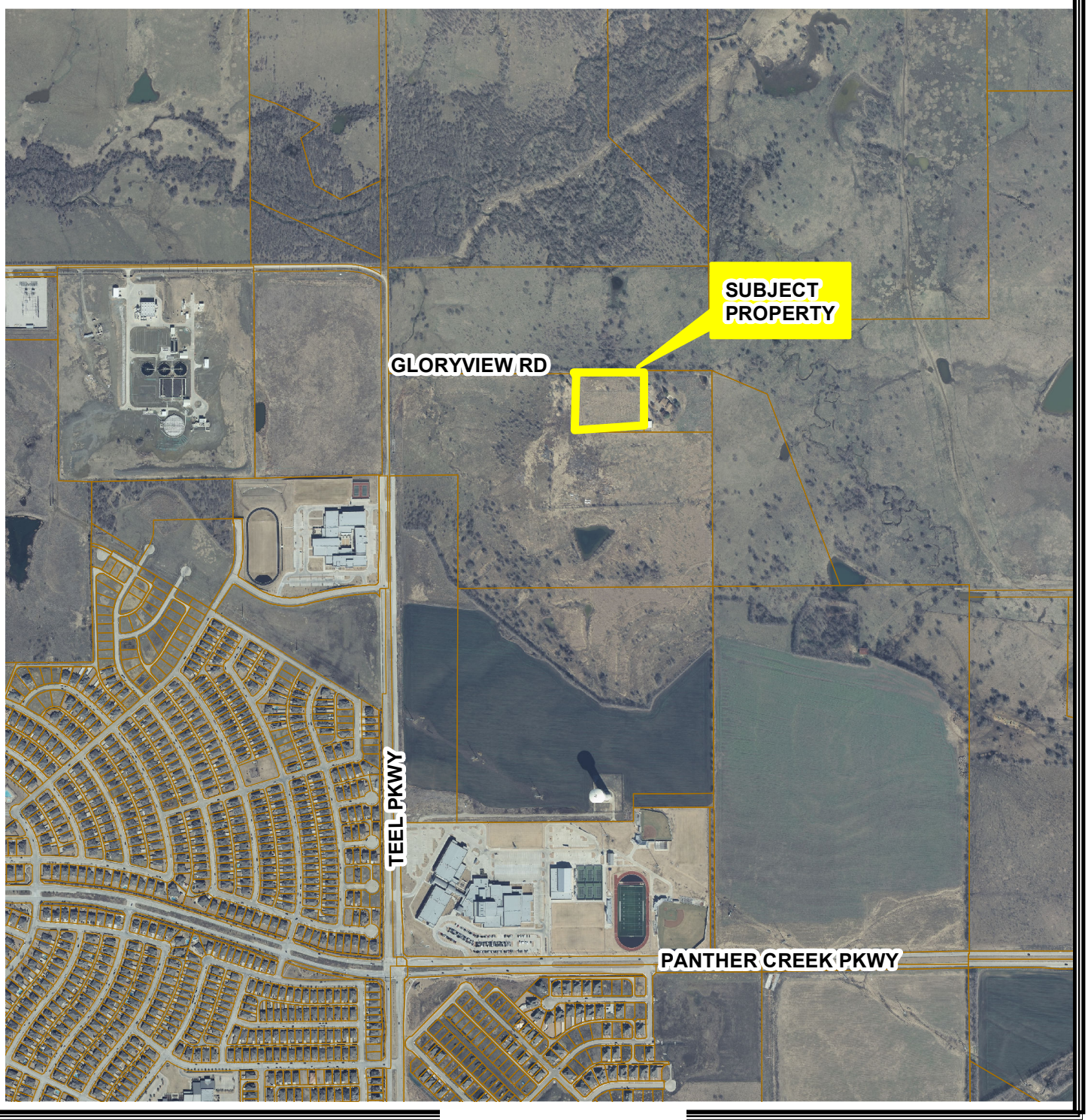
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: City Council should hold the public hearing and hear any comments on the proposed annexation.

A12-0003
MEP & PRR Company No. 5 Survey, Abstract No. 941



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: **4/13/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0004. A proposed voluntary annexation of 363.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of US Highway 380, 1,150± feet east of FM 423. Neighborhood #51.**

Action Requested: The City Council should hold the public hearing and hear any comments regarding the proposed annexation.

Background Information: This is a voluntary annexation case submitted by Eland Energy. The property is directly adjacent to the City's corporate limits on the west and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on Tuesday, April 3, 2012. The second public hearing will be held on Tuesday, May 15, 2012.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

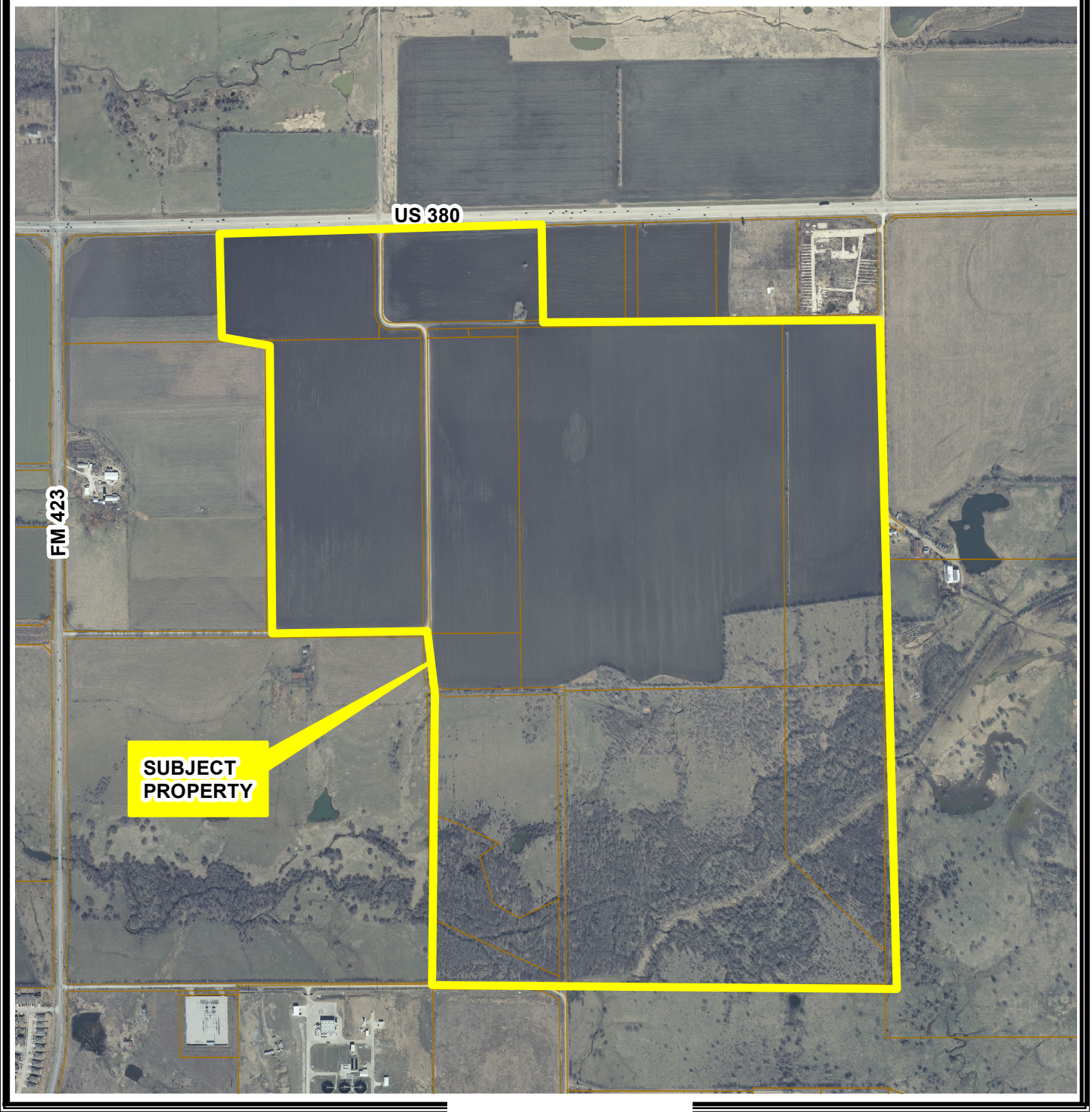
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: City Council should hold the public hearing and hear any comments on the proposed annexation.

A12-0004
Eland Energy Tract



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

Date: **4/13/2012**

Agenda Caption: **Public Hearing: Annexation Case A12-0005. A proposed voluntary annexation of 2,816.04± acres in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas, generally located north of Panther Creek Parkway, south of US Highway 380, between FM 423 and Preston Road. Neighborhood Nos. 3, 48, 51, 52, & 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 Bert Fields, Jr. The property is directly adjacent to the City's corporate limits on the south, east, and west and is vacant.

Board Review/Citizen Input: The City Council approved the resolution setting the public hearing dates on Tuesday, April 3, 2012. The second public hearing will be held on Tuesday, May 15, 2012.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

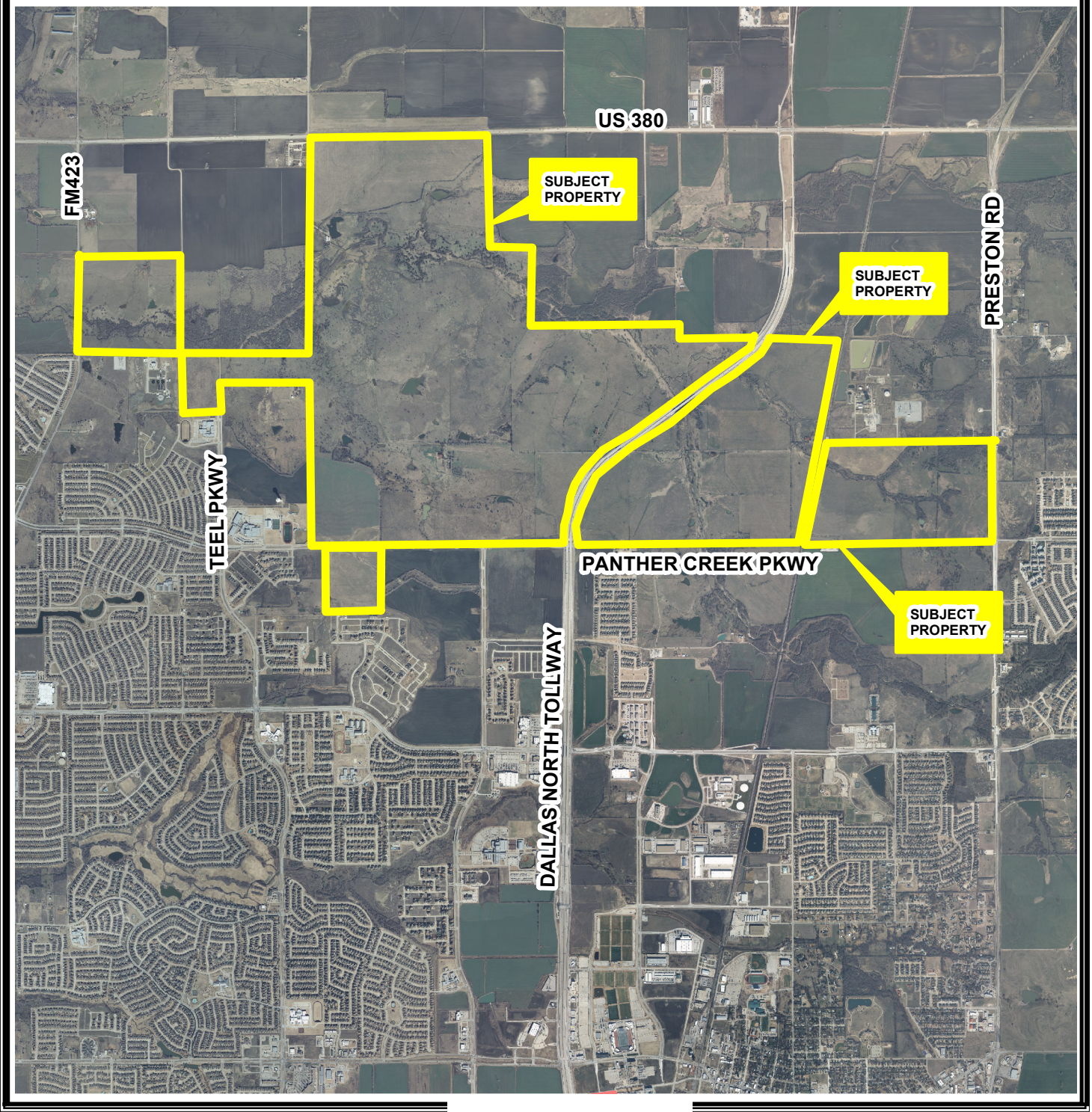
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: City Council should hold the public hearing and hear any comments on the proposed annexation.

A12-0005
Bert Fields Tract



AGENDA ITEM #28.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **3/7/2012**

Agenda Caption: **Public Hearing: Zoning Case Z12-0003. A request to rezone 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #48.**

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 to allow for a single-family residential development.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their April 10, 2012 meeting and voted 6-0 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 April 11, 2012.
- Staff report
- Location Map
- Exhibits

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Public Hearing - Zoning: Villas at Belle Creek (Z12-0003)
Owner(s): G.R. Arthur, LTD.

Description:
A request to rezone 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7. Neighborhood #48. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval as Single Family-7. Final approval requires action by the City Council.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

April 10, 2012

Public Hearing - Zoning: Villas at Belle Creek (Z12-0003)
Owner(s): G.R. Arthur, LTD.

DESCRIPTION:

A request to rezone 17.1± acres on the north side of Eldorado Parkway, 650± feet east of Teel Parkway from Planned Development-218-Office-1 to Single Family-7. Neighborhood #48. MW

HISTORY:

Ordinance No. 87-01-02 – City Council adopted Ordinance No. 87-01-02 on January 20, 1987, which annexed the property and zoned it Agricultural.

Ordinance No. 08-08-70 – City Council adopted Ordinance No. 08-08-70 on August 5, 2008, rezoning the property from Agricultural to Planned Development-218-Office-1.

CASE OVERVIEW:

The applicant is requesting to rezone the property to allow for a single-family residential development. The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Knolls of Frisco – Single Family	Planned Development-131-Single Family-4	Residential
East	Vacant	Agricultural and Planned Development-212 (Newman Village)	Mixed-Use Non-Residential
South	Griffin Parc – Single Family	Planned Development-155-Single Family-5/Townhome	Residential
West	Vacant	Planned Development-130-Office-2	Retail

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan identifies floodplain/wetland areas and sensitive habitats in association with the tributary that traverses the property. Per the Preliminary Plat application (companion agenda item), the subdivision complies with the Major Creek Ordinance.

Future Land Use Plan – The Future Land Use Plan (FLUP) designates floodplain and residential uses on this property. The request complies with the FLUP.

Parks, Recreation & Open Space Master Plan – An off-street hike and bike trail is shown on the Hike & Bike Master Plan along Eldorado Parkway. The applicant is proposing an eight-foot trail adjacent to Eldorado Parkway.

Transportation Strategy

- **Thoroughfare Plan –** Eldorado Parkway is a six-lane major thoroughfare, adjacent to the site.

- **Traffic Impact Analysis** – A Traffic Impact Analysis is not required since the request for single family zoning represents a decrease in the number of trips compared to the trips generated by an office development.

- **Access** – Access to the development will be provided primarily from Eldorado Parkway. Secondary access will be provided via Almond Lane in the Knolls of Frisco, Phase 1.

Existing Utilities

- **Water –** There is a 20-inch waterline along Eldorado Parkway. Service will need to be extended into the site at the time of development.
- **Sanitary Sewer –** A 15-inch sanitary sewer line is proposed along the tributary traversing the property. Service will need to be extended into the site at the time of development.

Schools – The property is within the Frisco Independent School District. Schools located near this development include: Pink Elementary, George & Debra Purefoy Elementary, and Griffin Middle School. An elementary school is proposed east of this site. Frisco Independent School District has not indicated a need for an additional school on this site.

SUMMARY:

The applicant is requesting to rezone the property from Planned Development 218 – Office-1 to Single Family-7. Staff is in support of this request as it allows for development of the property while preserving the tributary and wetland areas.

RECOMMENDATION:

Recommended for approval as Single Family-7.

METES & BOUNDS DESCRIPTION:

BEING a 17.037 acre tract of land situated in the J. Hawkins Survey, Abstract No. 579, the M.E.P. & P.R.R. Co. Survey, Abstract No. 921 and the L. Morrell Survey, Abstract No. 863, in the City of Frisco, Denton County, Texas, and being a part of that certain tract of land described by deed to G.R. Arthur, Ltd., as recorded in Document No. 2007-69678 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at an aluminum disk found for the northeast corner of a right-of-way dedication to the City of Frisco for widening Farm to Market Road No. 2934 (also known as "Eldorado Parkway") as described in Document No. 2005-130632, R.P.R.C.C.T., same point being the southeast corner of the herein described tract, same point being in the west line of a tract of land described by deed to Deane Newman, as recorded in Document No. 2006-134073, R.P.R.D.C.T.);

THENCE South 89 degrees 07 minutes 19 seconds West, along the north line of said Eldorado Parkway, a distance of 564.73 feet to a 5/8 inch iron rod with cap marked "TxDOT" found for the beginning of a curve to the right with a radius of 2815.00 feet and whose chord bears South 89 degrees 50 minutes 05 seconds West, a distance of 70.03 feet;

THENCE continuing with the north line of said Eldorado Parkway and with said curve to the right, through a central angle of 01 degrees 25 minutes 32 seconds, an arc length of 70.03 feet to a 5/8 inch iron rod with cap marked "TxDOT" found for corner;

THENCE North 89 degrees 27 minutes 09 seconds West, continuing with the north line of said Eldorado Parkway, a distance of 30.07 feet to an aluminum disk found in the east line of a tract of land described by deed to DFW RE Investments, as recorded in Document No. 2004-134047, R.P.R.D.C.T.;

THENCE along the east line of said DFW RE Investments tract the following courses and distances:

North 11 degrees 00 minutes 17 seconds East, a distance of 203.83 feet to a 5/8 inch iron rod found for corner;

North 20 degrees 01 minutes 12 seconds East, a distance of 188.76 feet to a ½ inch iron rod with cap marked "J. E. Smith No. 3700" found for corner;

North 01 degrees 21 minutes 56 seconds West, a distance of 492.21 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner in the south line of Knolls at Frisco, Phase 1, an addition to the City of Frisco, Denton County, Texas, according to the Plat thereof recorded in Cabinet X, Page 953 of the Plat Records of Denton County, Texas;

THENCE along the south line of said Knolls at Frisco, Phase 1, the following courses and distances:

North 89 degrees 03 minutes 19 seconds East, a distance of 401.33 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner;

South 01 degrees 02 minutes 24 seconds East, a distance of 41.01 feet to a 3/8 inch iron rod found for corner;

North 89 degrees 01 minutes 39 seconds East, a distance of 804.45 feet to a ½ inch iron rod with yellow cap marked "Arthur Surveying Company" set for corner in the west line of a tract of land described by deed to Frisco Independent School District, as recorded in Document No. 2006-34212, R.P.R.D.C.T., same being the southeast corner of said Knolls at Frisco, Phase 1;

THENCE South 00 degrees 14 minutes 50 seconds East, along the west line of said Frisco Independent School District tract, a distance of 370.00 feet to an "X" set on a manhole cover for corner in the north line of said Newman tract;

THENCE South 89 degrees 22 minutes 54 seconds West, along the north line of said Newman tract, a distance of 626.50 feet to an "X" set on a manhole cover for corner;

THENCE South 01 degrees 03 minutes 15 seconds West, along the west line of said Newman tract, a distance of 463.53 feet to the POINT OF BEGINNING and containing a total of 17.037 acres of land more or less, and being subject to any and all easements that may affect.

ZONED: 0-2, PD-130

CITY OF FRISCO'S FULLY DEVELOPED 100-Year FLOODPLAIN LINE AS SCALED.

DFW RE INVESTMENTS DOC. NO. 2004-134047 R.P.R.D.C.T.

I.R.F. W/CAP I.E. SMITH #3700"

ZONED: AG

DEANE NEWMAN DOC. NO. 2006-134073 R.P.R.D.C.T.

KNOLLS AT FRISCO, PHASE 1 (FILING PENDING)

BLOCK D

HEADWALL

LOT 1X, BLOCK 1 (OPEN SPACE TO BE OWNED & MAINTAINED BY H.O.A.)

APPROX. LOCATION OF FLOOD PLAIN LINE AS SCALED PER F.E.M.A. MAP (TYPICAL)

ZONED: SF-8.5, PD-131

CENTEX HOMES DOC. NO. 2006-37863 R.P.R.D.C.T.

ALMOND LANE (PROPOSED 90' R.O.W.)

BM #3

EX. RETAINING WALL

I.R.S.

N 89°03'19" E 401.33

S 01°02'24" E 41.01

N 89°01'39" E 804.45'

SAN. SEW. E'SMT. (Doc. No. 2005-37872 & Doc. No. 2005-37873)

ZONE X (UNSHADED) ZONE A

ZONED: SF-8.5, PD-131

S 00°14'50" E 370.00'

FRISCO INDEPENDANT SCHOOL DISTRICT DOC. NO. 2006-34212 R.P.R.D.C.T.

CITY OF FRISCO'S FULLY DEVELOPED 100-Year FLOODPLAIN LINE AS SCALED.

EXISTING ZONING: O-1, PD-218
PROPOSED ZONING: SF-7
LAND USE DESIGNATION: SINGLE FAMILY
NET ACREAGE : 17.037

G. R. ARTHUR, LTD DOC. NO. 2007-69678 R.P.R.D.C.T.
17.037 ACRES

FLOODPLAIN AREA: (Cottonwood Branch Trib 1 & 1.1)

CITY OF FRISCO'S FULLY DEVELOPED FLOOD STUDY	199,642.21 Sq.Ft. (4.583 ac.)
PROPOSED FLOODPLAIN	196,488.41 Sq.Ft. (4.511 ac.)
FLOODPLAIN TO BE RECLAIMED FOR DEVELOPMENT = 0.072 acres	

FLUP: RESIDENTIAL & FLOOD PLAIN

PROPOSED LIMITS OF 100-Yr FLOODPLAIN BY ALLEN & RIDINGER FLOOD STUDY OF VILLAS AT BELLE CREEK

DRAINAGE EASEMENT DOC. NO. 2007-112883

SAN. SEW. E'SMT. (Doc. No. 2005-37872 & Doc. No. 2005-37873)

DRAINAGE EASEMENT

"X" SET ON MANHOLE COVER

S 89°22'54" W 626.50'

ZONE A ZONE X (UNSHADED)

PROPOSED LIMITS OF 100-Yr FLOODPLAIN BY ALLEN & RIDINGER FLOOD STUDY OF VILLAS AT BELLE CREEK

N 20°01'12" E 188.76'

5/8" I.R.F.

N 11°00'17" E 203.83'

N 01°21'56" W 492.21'

S 01°03'15" W 463.53'

SAN. SEW. E'SMT. (Doc. No. 2005-37872 & Doc. No. 2005-37873)

20' NTMWD EASEMENT

10.28'

S 89°05'59" W 564.72'

FUTURE R.O.W. DEDICATION TO TEXAS DEPARTMENT OF TRANSPORTATION

R= 2915.00' L= 82.67' ALUM. DISK FND. N 89°27'09" W 77.85'

S 89°23'29" W 312.13'

S 89°05'59" W - 213.42'

WOOD R.O.W. MARKER FND.

I.R.S.

APPROX. 618'± TO THE ELDORADO/TEEL INTERSECTION

I.R.F. 1.26' N11°00'17" W

S89°50'05"W 70.04'

N89°27'09"W 30.07'

ELDORADO PARKWAY
(A/K/A "F.M. ROAD No. 2934")

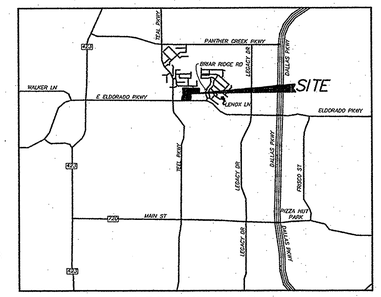
LEGEND

—x—	FENCE
I.R.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET
"X"	"X" CUT IN CONCRETE
C.M.	CONTROLLING MONUMENT
Ø PP	POWER POLE
—OHL—	OVERHEAD POWER LINES
SS MH	SANITARY SEWER MANHOLE
WL	WETLAND MARKER
1100	TREE
	EDGE OF ASPHALT
	CONCRETE PAVEMENT

NOTE: ALL IRON RODS FOUND ARE 1/2" UNLESS OTHERWISE NOTED.

ALL IRON RODS SET ARE 1/2" WITH YELLOW CAP MARKED "ARTHUR SURVEYING COMPANY".

50 0 50 100
SCALE IN FEET



LOCATION MAP
NTS

SITE DATA SUMMARY TABLE

LAND AREA:	17.037 Acres (742,131.72 Sq.Ft.)
ZONING	
EXISTING:	O-1, PD-218
PROPOSED:	SF-7

DEVELOPMENT TO BE CONSTRUCTED IN A SINGLE PHASE.
PARALLEL STREET FRONTAGE TO A MAJOR CREEK
APPROX. 1,895 L.F. OF CREEK WITHIN DEVELOPMENT
MIN. REQUIRED: (1,895')*(0.60)=1,137 L.F.
PROVIDED: 1,235 L.F.

OWNER:
G.R. ARTHUR, LTD.
P.O. BOX 84
LEWISVILLE, TX 75067
CONTACT: REGINALD REMBERT
PH: (214) 213-5982

PREPARED FOR:
REGINALD REMBERT
3625 BONANZA LANE
FLOWER MOUND, TX 75028
PH: (214) 213-5982
FAX: (214) 513-1081

ENGINEER/APPLICANT:
ALLEN & RIDINGER CONSULTING, INC.
550 S. EDMONDS LANE, SUITE 101
LEWISVILLE, TX 75067
CONTACT: MICHAEL S. ALLEN, PE
PH: (972) 353-8000
FAX: (972) 353-8011
EMAIL: mallen@allen-ridinger.com

EXHIBIT A: for Z# Z12-0003
VILLAS AT BELLE CREEK
being 17.037 Acres out of the J.D. Hawkins Survey, Abst No. 579 and the M.E.P. & P. RR Survey, Abst. No. 921 City of Frisco, Denton County, Texas

No.	Date	Revisions	App.

Allen & Ridinger Consulting, Inc.
Firm No. 1989
550 S. Edmonds Ln, Suite 101
Lewisville, Texas 75067
Ph. No. (972) 353-8000
Fax No. (972) 353-8011

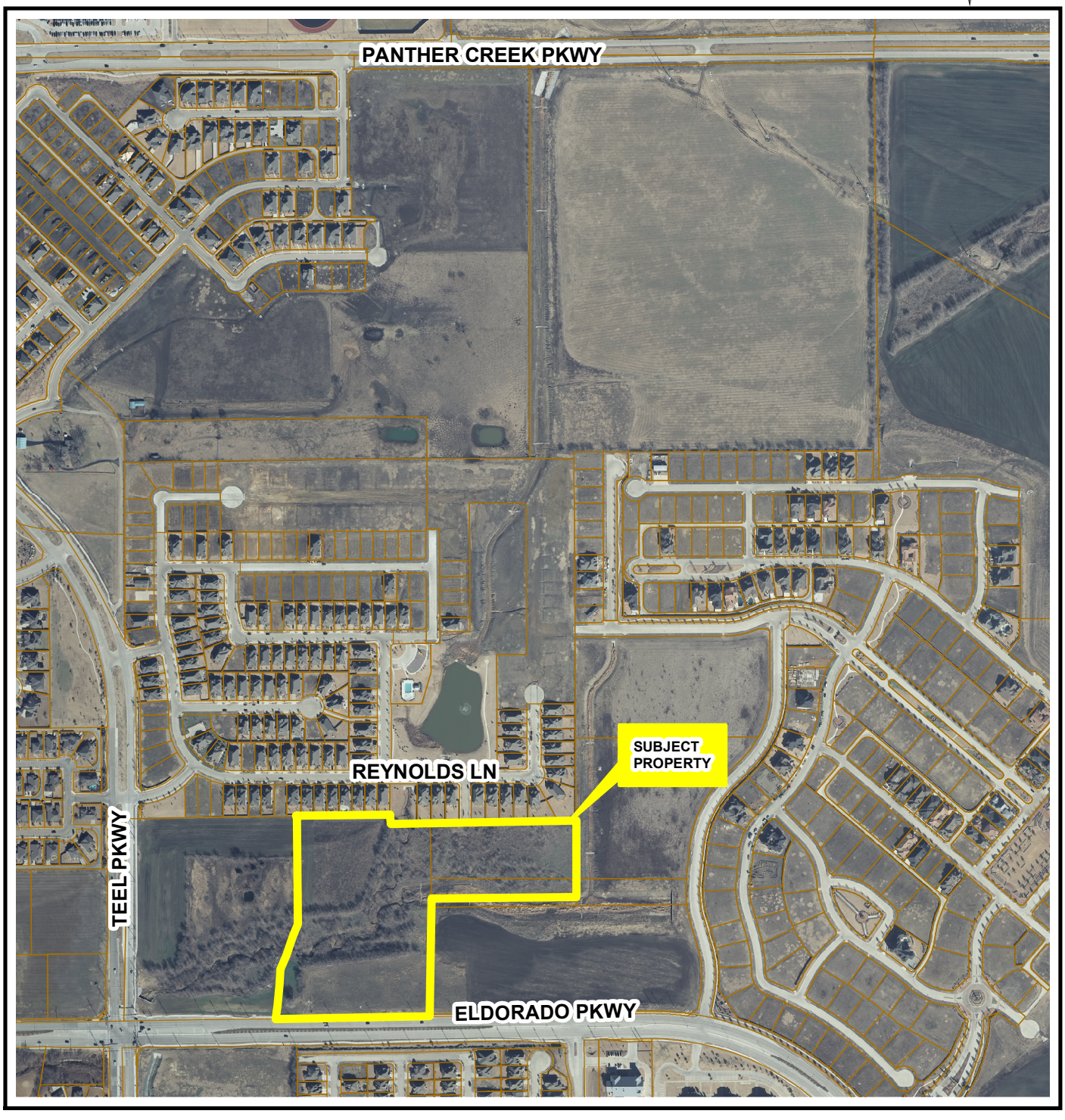
VILLAS AT BELLE CREEK
CITY OF FRISCO, TEXAS

Packet Page -363-

Scale: 1"=50'
Designed by: JDL
Drawn by: MAB
Checked by: MSA
Date: MARCH 12, 2012
Project No. 035-007

SHEET 1 OF 1

Z12-0003
Villas at Belle Creek



AGENDA ITEM #29.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Suzanne Morgan, AICP, Planner**

Date: **4/18/2012**

Agenda Caption: **Public Hearing: Z12-0004. A request to rezone 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway, from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Neighborhood #6.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant requests to rezone the property from Single Family-8.5 to Single Family-7 for the development of a single family neighborhood. This property would be part of a proposed 25± acre subdivision, south of this site, which is zoned Single Family-7. The subject five-acre tract would allow the developer to add approximately 13 lots to the subdivision. There is a Specific Use Permit (SUP) on the property which allows a Church. The Church no longer desires to utilize the eastern, five acres of their site and intends to sell the property. An accompanying item on this agenda (SUP12-0004) proposes to modify the SUP so that it is no longer applicable on the subject five acre tract.

Even though the applicant is requesting the Single Family-7 district which allows a minimum lot size of 7,000 square feet, they have provided an exhibit (see attachment) that indicates that all of the lots within the five-acre tract will exceed 8,700 square feet.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its April 10, 2012 meeting and voted 6-0 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;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated April 11, 2012.
- Staff report.
- Locator Map.
- Exhibits.

Staff Recommendation: Recommended for approval as submitted.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Public Hearing - Zoning: Eternity Community Church (Z12-0004)
Owner(s): Eternity Community Church

Description:
A request to rezone 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway, from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7. Neighborhood #6. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval as Single Family-7. Final approval requires action by the City Council.

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	

April 10, 2012

Public Hearing - Zoning: Eternity Community Church (Z12-0004)
Owner(s): Eternity Community Church

DESCRIPTION:

A request to rezone 5.0± acres located 600± feet east of Independence Parkway, 2,300± feet north of Eldorado Parkway, from Single Family-8.5 with a Specific Use Permit (S-202) for a Church to Single Family-7. Neighborhood #6. SM

HISTORY:

Ordinance No. 99-08-46 – City Council approved an ordinance on August 26, 1999 annexing 97.7± acres, including the parent 10.0± acre tract.

Ordinance No. 11-11-48 – City Council approved an ordinance on November 1, 2011 changing the zoning from Agricultural to Single Family-8.5 on the parent 10± acre tract. (Case No. Z11-0014)

Ordinance No. 11-11-49 – City Council approved an ordinance on November 1, 2011 establishing a Specific Use Permit for a Church on the parent 10± acre tract. (Case No. SUP11-0006)

CASE OVERVIEW:

The applicant, First Texas Homes, requests to rezone a five-acre site from Single Family-8.5 (SF-8.5) to Single Family-7 (SF-7) for the development of residential lots. This development will be incorporated into a subdivision planned for the 20-acre property to the south, which was zoned from Agricultural to Single Family-7 (Case Z11-0021) earlier this year.

This is the eastern half of a ten-acre tract of property which was granted a Specific Use Permit to allow a church. The church initially planned to develop the western two-thirds of the site. Eternity Community Church has submitted a new SUP (Case SUP12-0004) which depicts a new layout on the five acres along Independence Parkway. The adoption of the new SUP will revoke the existing right to build a church on this eastern five-acre property, the site of the proposed residential subdivision.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Single Family	City of McKinney (SF-2 & SF-3)	Residential Low Density Residential High Density
East	Single Family	SF-7	Residential
South	Single Family Residence	SF-7	Residential
West	Vacant	SF-8.5 with a Specific Use Permit (S-202) for a Church	Residential

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. Property to the east and south is zoned for SF-7, which is the request for this tract.

Parks, Recreation & Open Space Master Plan – The Hike and Bike Master Plan shows the nearest hike and bike trail being along Independence Parkway. There are no trail connections through this property.

Transportation Strategy

- **The Thoroughfare Plan –** The property is not adjacent to a street on the thoroughfare plan.

- **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 through the development of property to the south and the proposed church to the west.

Existing Utilities

- **Water –** Water will be provided from the future residential subdivision to the south.

- **Sanitary Sewer –** Sewer Water will be provided from the future residential subdivision to the south.

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 does not need a school on this site.

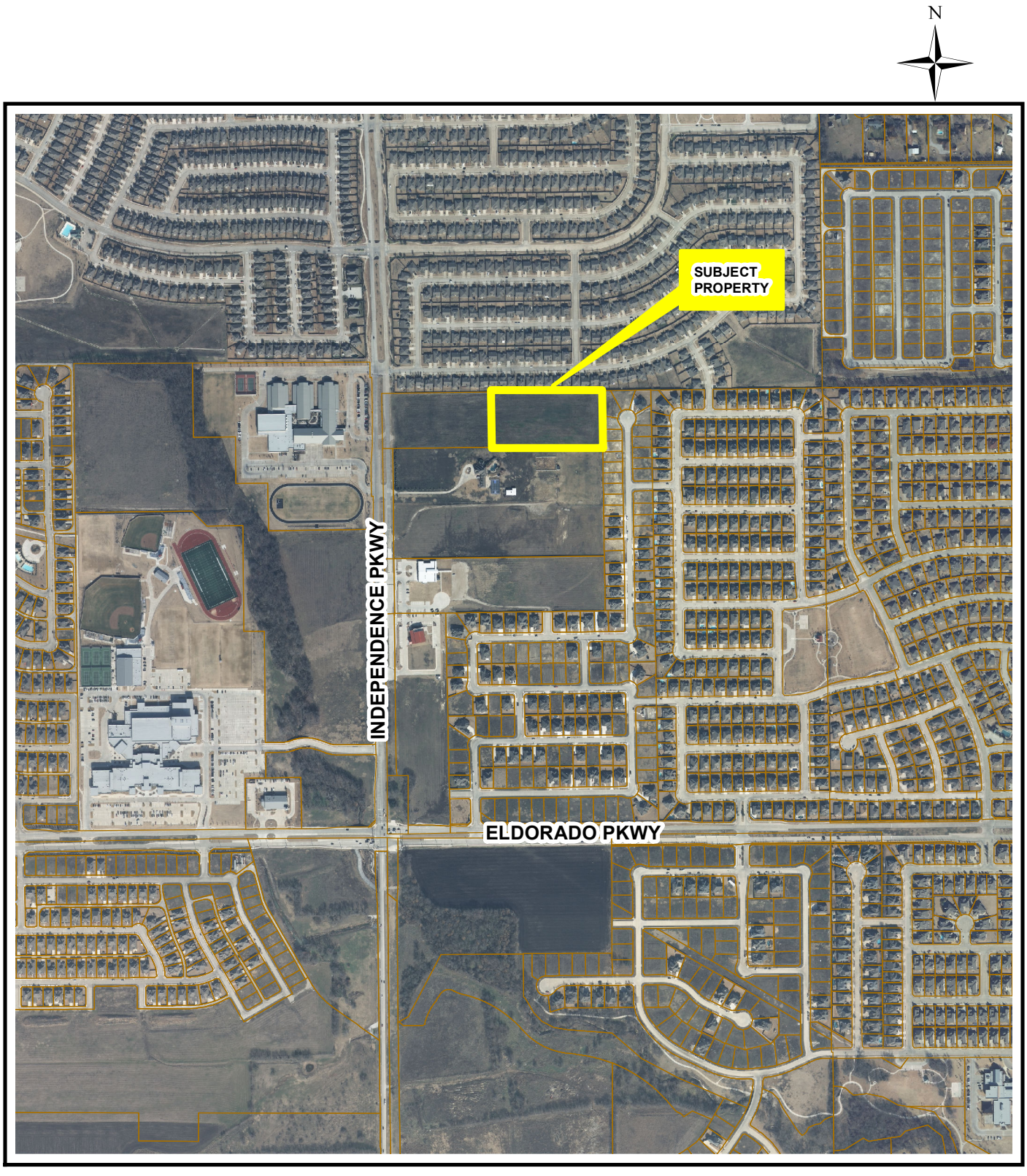
SUMMARY:

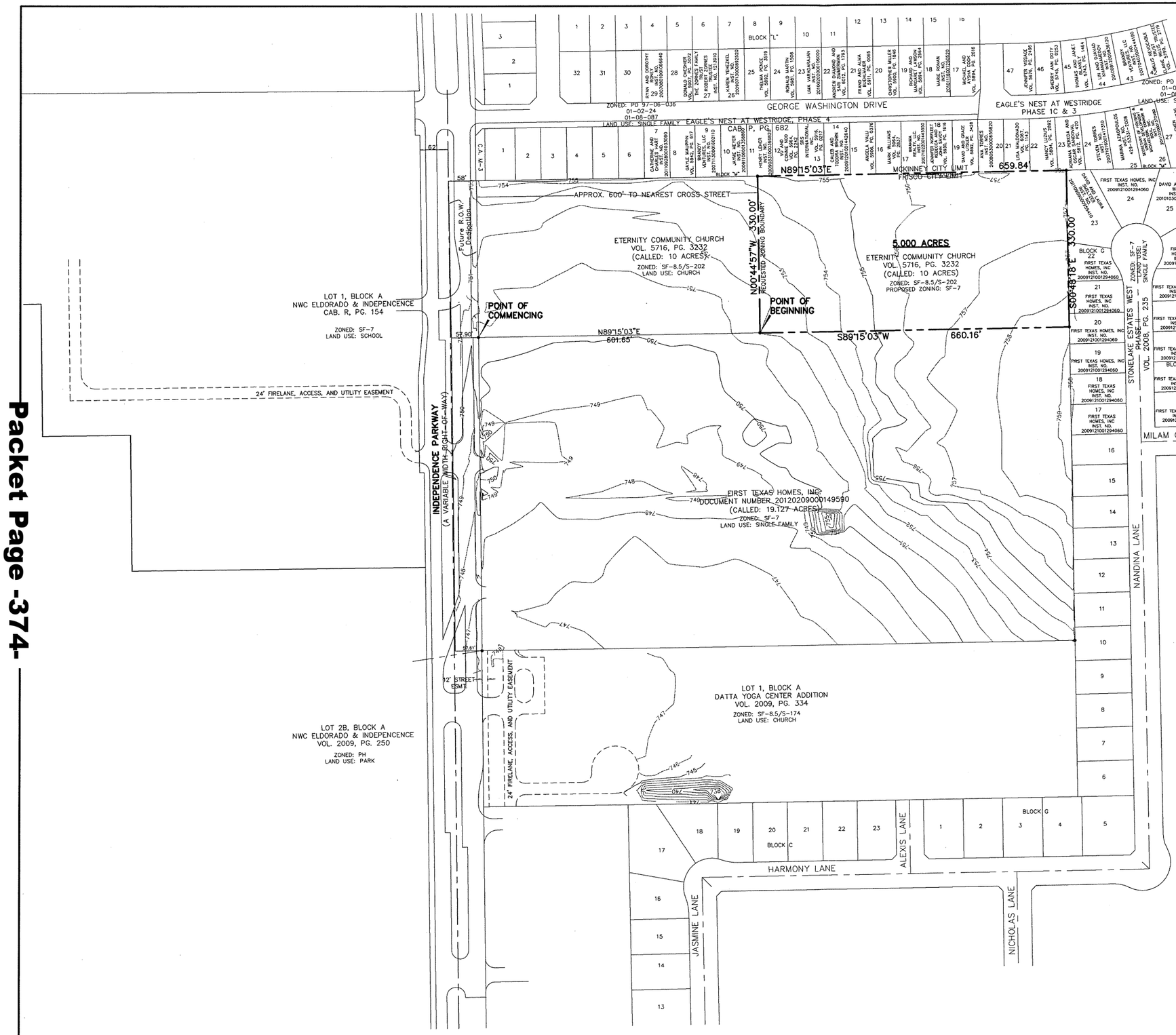
The applicant requests to develop the property with the same zoning designation as property to the east and south. It will be part of a single family subdivision to the south. Staff supports this zoning request, as it will allow the development of residential lots of comparable size to the surrounding developments and conforms to the Comprehensive Plan.

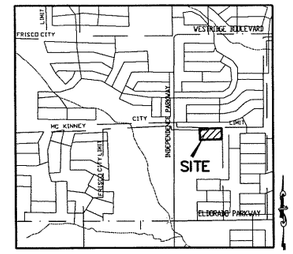
RECOMMENDATION:

Recommended for approval as Single Family-7.

Z12-0004
Eternity Community Church







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 a part of a called 10 acre tract of land described in a general warranty deed with vendor's lien from Danny Gale Perkins to Eternity Community Church as recorded in Volume 5716, Page 3232, Collin County Deed Records and being further described as follows:

COMMENCING at a one-half inch iron rod found for corner at the intersection of the north line of a called 10 acre tract of land described in a warranty deed with vendor's lien to Antonio Pecorari and Lene W. Pecorari as recorded in Volume 4196, Page 2362, Collin County Deed Records, with the east right-of-way line of Independence Parkway (a variable width right-of-way), said point being the northeast corner of a called 0.4381 acre tract of land described in a right-of-way deed from Antonio and Lene W. Pecorari as recorded in Volume 5858, Page 2371, Collin County Deed Records, and said point bears North 89 degrees 15 minutes 03 seconds East, 57.90 feet from the southwest corner of said Eternity Community Church tract of land;

THENCE North 89 degrees 15 minutes 03 seconds East, 601.65 feet along the south line of said Eternity Community Church tract of land and along the north line of said Antonio Pecorari tract of land to a one-half inch iron rod set for the POINT OF BEGINNING of said tract of land;

THENCE North 00 degrees 44 minutes 57 seconds West, 330.00 feet to a one-half inch iron rod set in the north line of said Eternity Community Church tract of land and said point being in the south line of Lot 11, Block M, Eagle's Nest at Westridge, Phase 4, an addition to the City of McKinney as recorded in Cabinet P, Page 682, Collin County Map Records;

THENCE North 89 degrees 15 minutes 03 seconds East, 659.84 feet along the south line of said Eagle's Nest at Westridge, Phase 4 to a one-half inch iron rod found at the northeast corner of Eternity Community Church tract of land and at the northwest corner of Lot 23, Block G, Stonelake Estates, Phase II, an addition to the City of Frisco as recorded in Volume 2008, Page 235, Collin County Map Records;

THENCE South 00 degrees 48 minutes 18 seconds East, 330.00 feet along the west line of said Stonelake Estates, Phase II tract of land to a "PK" nail set for the southeast corner of said Eternity Community Church tract of land and said point being at the northeast corner of said Antonio Pecorari tract of land;

THENCE South 89 degrees 15 minutes 03 seconds West, 660.16 feet along the south line of said Eternity Community Church tract of land and along the north line of said Antonio Pecorari tract of land to the POINT OF BEGINNING and containing 217,800 square feet or 5.000 acres of land.

SITE DATA

GROSS ACREAGE: 5.00 AC
NET ACREAGE: 5.00 AC

POTENTIAL DENSITY: 3.4 UNITS/AC

CURRENT ZONING: SF-8.5/S-202
PROPOSED ZONING: SF-7

100 50 0 100 200
1" = 100' - 0"

EXHIBIT A FOR Z12-0004

ETERNITY COMMUNITY CHURCH
PART OF TRACT 29

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

ETERNITY COMMUNITY CHURCH	**OWNER**
901 N. McDonald McKinney, TX 75069 Contact: Kenneth Diggs	(469) 644-4606
FIRST TEXAS HOMES	**APPLICANT**
500 Crescent Court Suite 350 Dallas, Texas 75201 Contact: Tony Shaw	(214) 244-8809
JBI PARTNERS, INC.	**SURVEYOR/PLANNER**
16301 Quorum Drive, Suite 200 B Addison, Texas 75001 Contact: Jeff Miles	(972) 248-7676

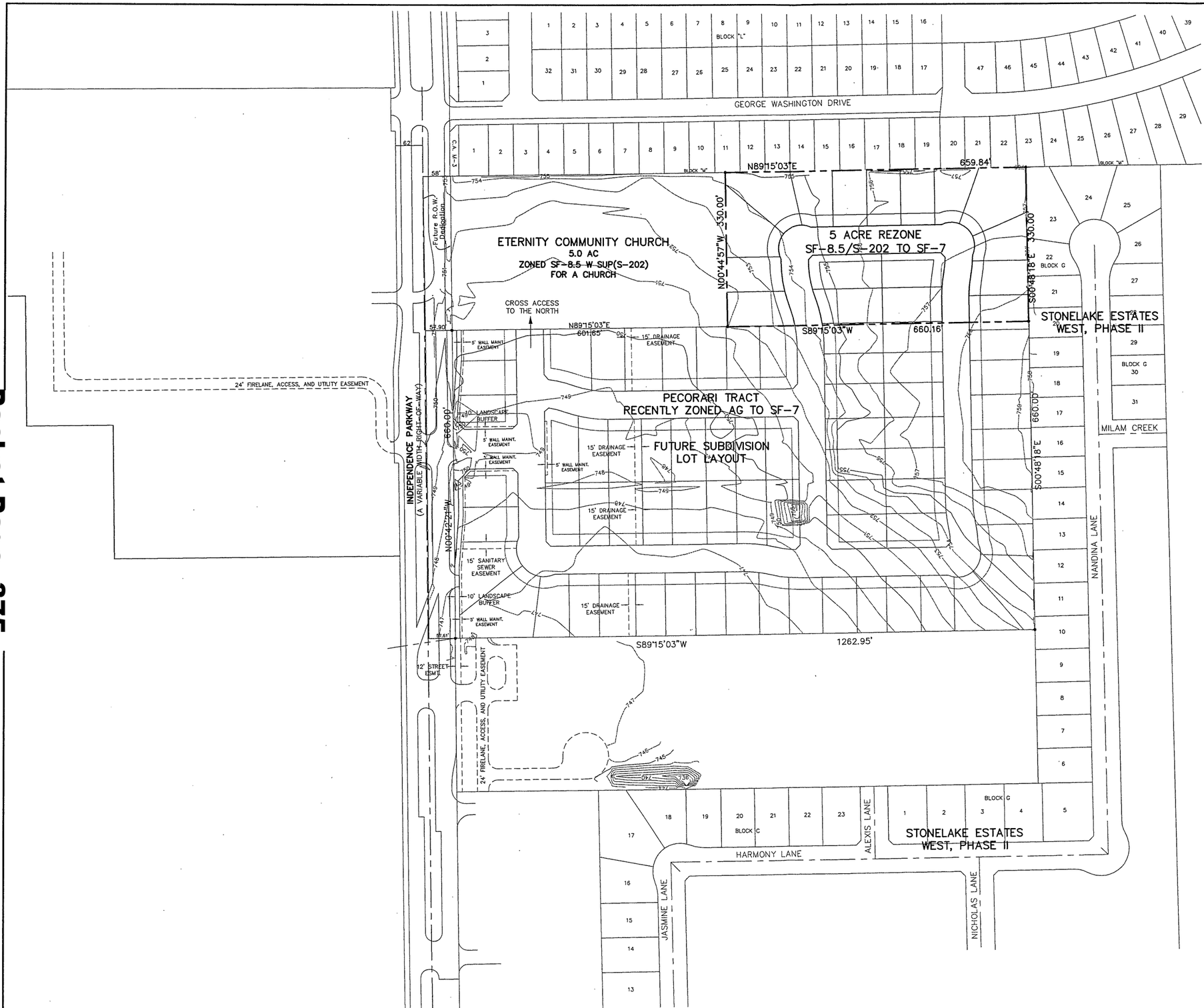
REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

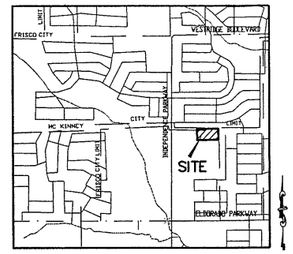
Sheet 1 of 1

FLOOD STATEMENT: According to 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.

Plotted by: kpugh Plot Date: 4/5/2012 9:19 AM

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LOCATION MAP
NOT TO SCALE

100 50 0 100 200
1" = 100' - 0"

EXHIBIT B FOR Z12-0004

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

ETERNITY COMMUNITY CHURCH — OWNER
901 N. McDonald — (469) 644-4606
McKinney, TX 75069
Contact: Kenneth Diggs

FIRST TEXAS HOMES — APPLICANT
500 Crescent Court — (214) 244-8809
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw

JBI PARTNERS, INC. — SURVEYOR/PLANNER
16301 Quorum Drive, Suite 200 B — (972) 248-7676
Addison, Texas 75001
Contact: Jeff Miles

REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

Sheet 1 of 1

Plotted by: kpugh Plot Date: 4/5/2012 9:20 AM

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GEORGE WASHINGTON DRIVE

BLOCK "L"

BLOCK "M"

ETERNITY COMMUNITY CHURCH

Phase 1 CHURCH 8,634 Sq. Ft.

Phase 2 CHURCH 2,656 Sq. Ft.

Phase 3 GYMNASIUM 19,000 Sq. Ft.

Phase 4 MULTI-PURPOSE 3,000 Sq. Ft.

DETENTION POND

24' Fire Lane, Access, & Utility Easement

5 ACRE REZONE
SF-8.5/SF-202 TO SF-7

PECORARI TRACT
RECENTLY ZONED AG TO SF-7

FUTURE SUBDIVISION
LOT LAYOUT

STONELAKE ESTATES
WEST, PHASE II

BLOCK G

BLOCK C

INDEPENDENCE PARKWAY
(A VARIABLE WIDTH RIGHT-OF-WAY)

Future R.O.W. Dedication

24' FIRELANE, ACCESS, AND UTILITY EASEMENT

5' WALL MAINT. EASEMENT

15' DRAINAGE EASEMENT

10' LANDSCAPE BUFFER

15' SANITARY SEWER EASEMENT

N00°42'21"W 669.00'

S00°46'18"E 660.00'

S89°15'03"W 1262.95'

MILAM CREEK

NANDINA LANE

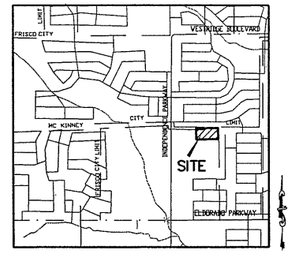
ALEXIS LANE

HARMONY LANE

JASMINE LANE

NICHOLAS LANE

12' STREET ESMT.



LOCATION MAP
NOT TO SCALE

100 50 0 100 200

1" = 100' - 0"

ILLUSTRATIVE PLAN

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

ETERNITY COMMUNITY CHURCH — OWNER

901 N. McDonald
McKinney, TX 75069
Contact: Kenneth Diggs
(469) 644-4606

FIRST TEXAS HOMES — APPLICANT

500 Crescent Court
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw
(214) 244-8809

JBI PARTNERS, INC. — SURVEYOR/PLANNER

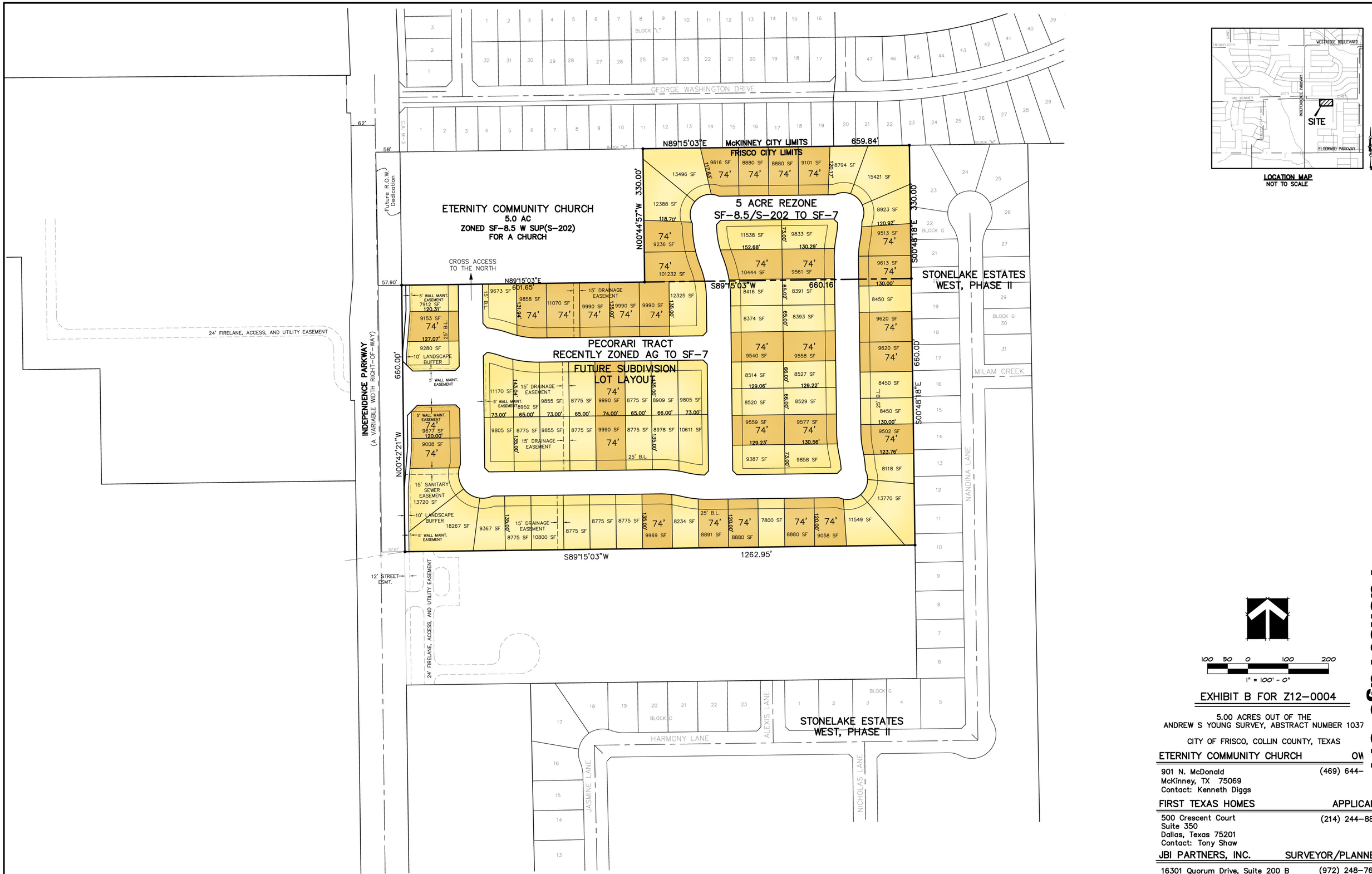
16301 Quorum Drive, Suite 200 B
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REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

Sheet 1 of 1

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Drawing: H:\Projects\FTH004\dwg\FTH004-Zoning Plan-5 AC.dwg Saved By: kpugh Save Time: 4/5/2012 9:19 AM



LOCATION MAP
NOT TO SCALE

100 50 0 100 200
1" = 100'-0"

EXHIBIT B FOR Z12-0004

5.00 ACRES OUT OF THE
ANDREW S YOUNG SURVEY, ABSTRACT NUMBER 1037

CITY OF FRISCO, COLLIN COUNTY, TEXAS

ETERNITY COMMUNITY CHURCH — OWNER
901 N. McDonald
McKinney, TX 75069
Contact: Kenneth Diggs
(469) 644-

FIRST TEXAS HOMES — APPLICANT
500 Crescent Court
Suite 350
Dallas, Texas 75201
Contact: Tony Shaw
(214) 244-8809

JBI PARTNERS, INC. — SURVEYOR/PLANNER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jeff Miles
(972) 248-7676

REVISED APRIL 3, 2012
REVISED FEBRUARY 29, 2012
FEBRUARY 13, 2012

Sheet 1 of 1

Packet Page -377-

Plotted by: kpugh Plot Date: 4/10/2012 3:22 PM
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AGENDA ITEM #30.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Suzanne Morgan, AICP, Planner**

Date: **4/18/2012**

Agenda Caption: Public Hearing: SUP12-0004. A request for a Specific Use Permit for a Church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. Neighborhood #6.

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant requests a Specific Use Permit (SUP) for a church on the property. The City Council approved an SUP for a Church on this property on November 1, 2011; however, the SUP was for an overall ten-acre tract. The eastern five acres of the property are under contract to sell for development of a residential subdivision; therefore, this SUP modifies the development plans containing it to the western five acres.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its April 10, 2012 meeting and voted 6-0 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;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated April 11, 2012.
- Staff report.
- Locator Map.
- Exhibits.

Staff Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 10, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 11, 2012

Public Hearing -
Specific Use Permit: Eternity Community Church, Block A, Lot 1 (SUP12-0004)
Owner(s): Eternity Community Church

Description:
A church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. A companion item to Z12-0004. Neighborhood #6. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was recommended for approval as submitted. Final approval requires action by the City Council.

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	

April 10, 2012

Public Hearing -
Specific Use Permit: Eternity Community Church, Block A, Lot 1 (SUP12-0004)
Owner(s): Eternity Community Church

DESCRIPTION:

A church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. A companion item to Z12-0004. Neighborhood #6. SM

HISTORY:

Ordinance No. 99-08-46 – City Council approved an ordinance on August 26, 1999 annexing 97.7± acres, including the overall 10.0± acre parent tract.

Ordinance No. 11-11-48 – City Council approved an ordinance on November 1, 2011 changing the zoning from Agricultural to Single Family-8.5 on the 10± acre parent tract. (Case No. Z11-0014)

Ordinance No. 11-11-49 – City Council approved an ordinance on November 1, 2011 establishing a Specific Use Permit for a Church on the 10± acre parent tract. (Case No. SUP11-0006)

CASE OVERVIEW:

The subject property is the western five acres of a ten-acre parcel that was zoned Single Family-8.5 with a Specific Use Permit (SUP) for a Church on November 1, 2011. First Texas Homes desires to develop the eastern five acres as part of a residential subdivision on the 20-acres to the south. The property to the south is zoned Single Family-7, so the applicant requests that the subject property be rezoned to Single Family-7 (companion zoning case). The zoning on this western five acres will remain Single Family-8.5.

The SUP for the Church is being modified since the property size is being reduced from ten to five acres. Development of the infrastructure will occur in two phases. The church campus consists of three buildings, to be constructed in four phases, with a total

area of 23,290 square feet. One hundred forty parking spaces and a detention pond will be provided. Cross access is provided to the future residential subdivision to the south.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Single Family	City of McKinney (SF-2 & SF-3)	Residential Low Density Residential High Density
East	Vacant	SF-8.5 with a Specific Use Permit (S-202) for a Church	Residential
South	Single Family Residence	SF-7	Residential
West	Roach Middle School	SF-7	Public/Semi-Public

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions may include but are not limited to:

- Paving of streets, alleys, and sidewalks,
  Independence Parkway is a major thoroughfare adjacent to the property. A sidewalk is constructed along the street; however, an eight-foot sidewalk will have to be reconstructed with the development of the Church to accommodate for the deceleration lane to be built along Independence Parkway. Right-of-way for Independence Parkway adjacent to this property has not been dedicated. The dedication must occur prior to development.

- Means of ingress and egress to public streets,
  The site has two points of access to Independence Parkway, one of which is at a median opening. Cross access is provided to the future residential subdivision to the south so that it will have a second point of access.

- Provisions for drainage,
  A detention pond will be provided on the site. Drainage has been reviewed with the preliminary site plan (PSP12-0004) and will be evaluated with the submission of a site plan and construction plans.

• Adequate off-street parking,
The worship center requires 60 parking spaces, and 140 parking spaces are provided.

• Protective screening, landscaping, and open space,
The property is zoned Single Family-8.5 and does not require screening, landscaping or open space. However, due to this being a non-residential use, the applicant is providing a 15-foot landscape buffer along the north, east and south property lines to include two rows of evergreen plants at six feet in height at the time of planting. Landscaping will be provided on the site in accordance with non-residential development.

• Area or security lighting,
Lighting shall comply with the Zoning Ordinance lighting requirements.

• The locations and heights of structures,
Building locations comply with the SF-8.5 building setback requirements. Building height is one-story and is represented at approximately 27-feet in height on the preliminary façade plan exhibit. The site plan exhibit shows that the building will not be greater than 40-feet in height, which is the maximum building height in the SF-8.5 zoning district.

• Architectural compatibility of buildings,
Primary building materials consist of brick and stone, which is compatible with the surrounding houses.

• Intensity of the use,
The development has a lot coverage (area occupied by all buildings) of approximately 13% which is less than the 40% maximum within this zoning district. A church draws a majority of traffic on Sundays and one or two days a week. There are two churches between this tract and Eldorado Parkway. The use of a church in this location will be compatible with the residential uses and the middle and high schools.

• Adequate traffic circulation required to contain all stacking activity on the site.
The development has been reviewed and approved by the City's Traffic Engineer.

Staff finds that these above conditions have been either addressed per this application or will be addressed during Site Plan review.

COMPREHENSIVE PLAN:

The Comprehensive Plan recommends that large church congregations should:

- Be located where traffic and needed circulation will be accommodated.

  The church will have access to Independence Parkway. Sufficient traffic circulation is provided.

- Be located along major and minor thoroughfares;
  Independence Parkway is a major thoroughfare.

- Have direct access from a median opening (if located on a divided thoroughfare);
  A full median opening will be constructed with the development of the church.

- Screen parking areas with landscaping or berms;
  A 15-foot landscape buffer is provided adjacent to residential properties, and a 25-foot landscape buffer is provided along Independence Parkway.

- Not be located at residential subdivision entrances;
  The church is not located at a subdivision entrance. Cross access will be provided to the future subdivision to the south.

SUMMARY:

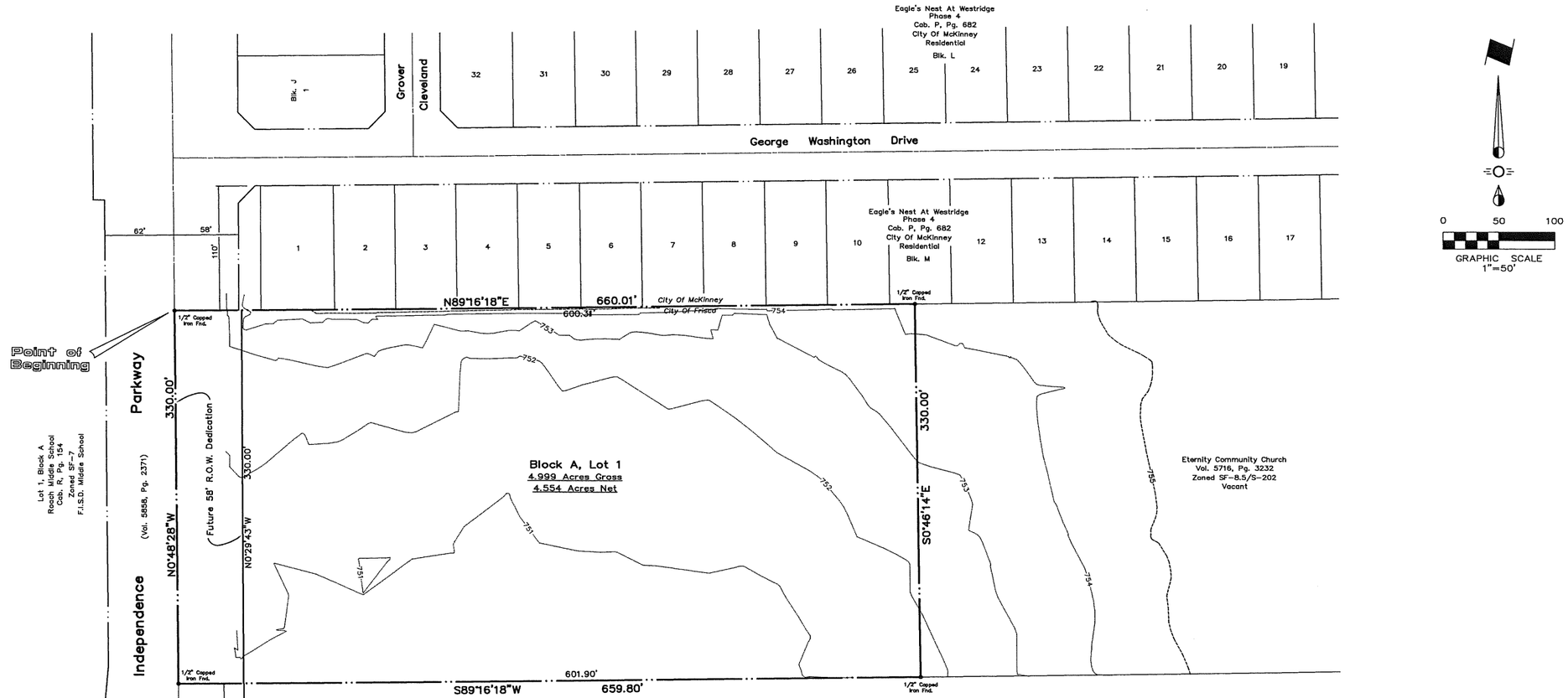
Staff is in support of this request as it is a compatible use for the surrounding properties.

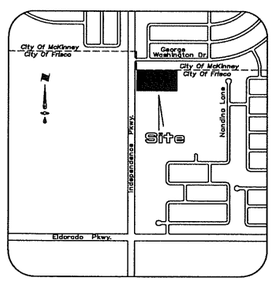
RECOMMENDATION:

Recommended for approval as submitted.

SUP12-0004
Eternity Community Church
Block A, Lot 1







VICINITY MAP
NTS

NOTE: No floodplain exists on the site.

LEGAL DESCRIPTION

BEING a tract of land situated in the A. S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, and being part of a 10.000 acre tract of land conveyed to Eternity Community Church be deed recorded in Volume 5716, Page 3232, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron found for corner at the northwest corner of the aforementioned 10.000 acre tract, said point being in the proposed centerline of Independence Parkway;

THENCE N89°16'18"E, with the south line of Stonelake Estates West Phase 4, an addition to the City of McKinney, as recorded in Cabinet P, Page 682, Plat Records of Collin County, Texas, a distance of 660.01 feet to a 1/2" capped iron set for corner;

THENCE S00°46'14"E, a distance of 330.00 feet to a 1/2" capped iron found for corner in the south line of the aforementioned 10.000 acre tract;

THENCE S89°16'18"W, a distance of 659.80 feet to a 1/2" capped iron found for corner in the proposed centerline of Independence Parkway;

THENCE N00°48'28"W, with the proposed centerline of Independence Parkway, a distance of 330.00 feet to the POINT OF BEGINNING and CONTAINING 217,766 square feet, or 4.999 acres of land.

EXHIBIT A

SUP12-0004

ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1

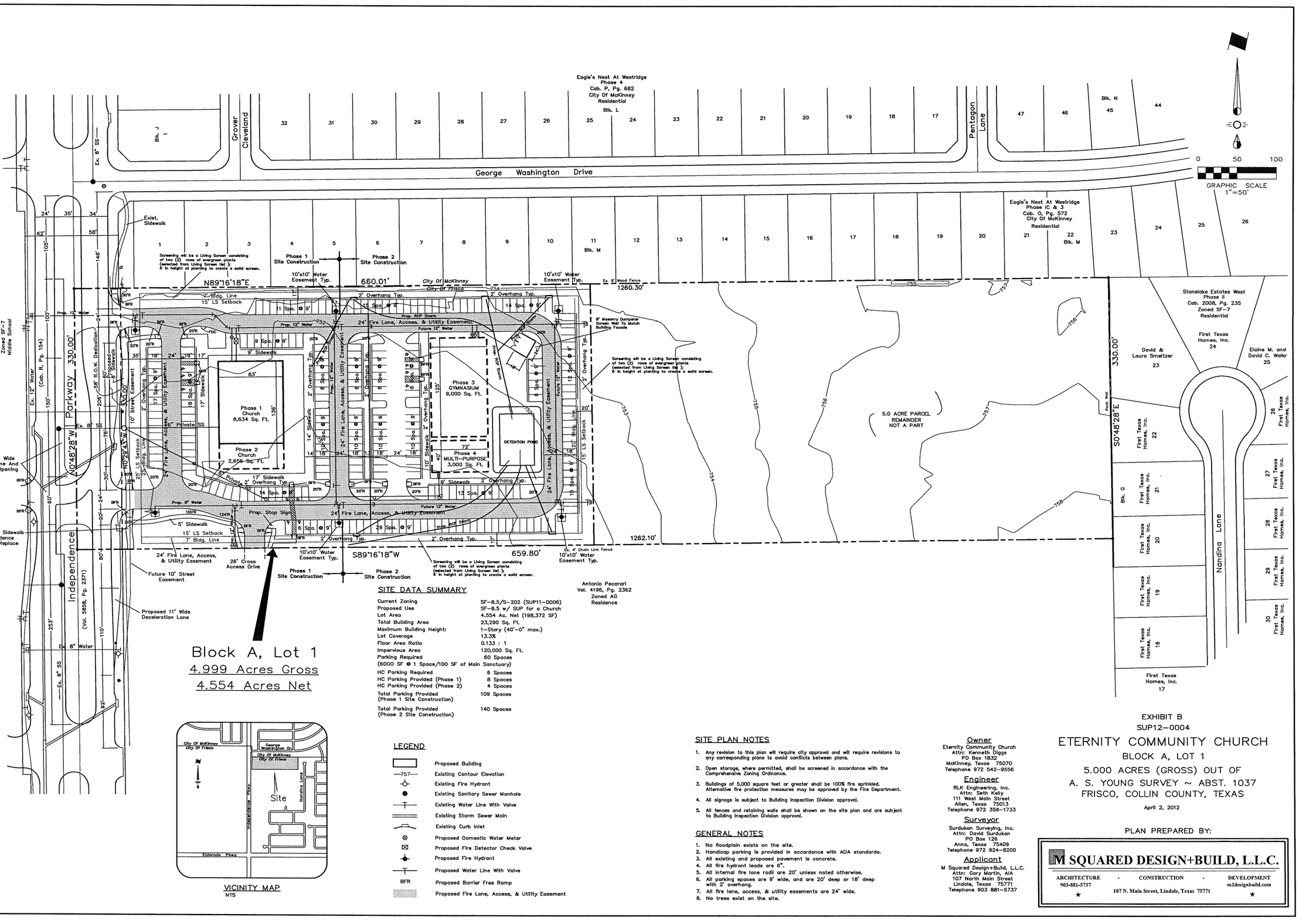
4.999 ACRES (GROSS) OUT OF A. S. YOUNG SURVEY ~ ABST. 1037 FRISCO, COLLIN COUNTY, TEXAS

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542-9556

Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukan Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

March 22, 2012



SITE DATA SUMMARY

Current Zoning	SF-8.5/S-202 (SUP11-0006)
Proposed Use	SF-8.5 w/ SUP for a Church
Lot Area	4.554 Ac. Net (198,372 SF)
Total Building Area	23,290 Sq. Ft.
Maximum Building Height:	1-Story (40'-0" max.)
Lot Coverage	13.3%
Floor Area Ratio	0.133 : 1
Impervious Area	120,000 Sq. Ft.
Parking Required	60 Spaces
(6000 SF @ 1 Space/100 SF of Main Sanctuary)	
HC Parking Required	6 Spaces
HC Parking Provided (Phase 1)	8 Spaces
HC Parking Provided (Phase 2)	4 Spaces
Total Parking Provided (Phase 1 Site Construction)	109 Spaces
Total Parking Provided (Phase 2 Site Construction)	140 Spaces

VICINITY MAP
NTS

LEGEND

- Proposed Building
- 757 Existing Contour Elevation
- Existing Fire Hydrant
- Existing Sanitary Sewer Manhole
- Existing Water Line With Valve
- Existing Storm Sewer Main
- Existing Curb Inlet
- Proposed Domestic Water Meter
- Proposed Fire Detector Check Valve
- Proposed Fire Hydrant
- Proposed Water Line With Valve
- BFR Proposed Barrier Free Ramp
- Proposed Fire Lane, Access, & Utility Easement

SITE PLAN NOTES

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

GENERAL NOTES

1. No floodplain exists on the site.
2. Handicap parking is provided in accordance with ADA standards.
3. All existing and proposed pavement is concrete.
4. All fire hydrant leads are 6".
5. All internal fire lane radii are 20' unless noted otherwise.
6. All parking spaces are 9' wide, and are 20' deep or 18' deep with 2' overhang.
7. All fire lane, access, & utility easements are 24' wide.
8. No trees exist on the site.

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542-9556

Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359-1733

Surveyor
Surdukon Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924-8200

Applicant
M Squared Design+Build, L.L.C.
Attn: Gary Martin, AIA
107 North Main Street
Lindale, Texas 75771
Telephone 903 881-5737

EXHIBIT B
SUP12-0004

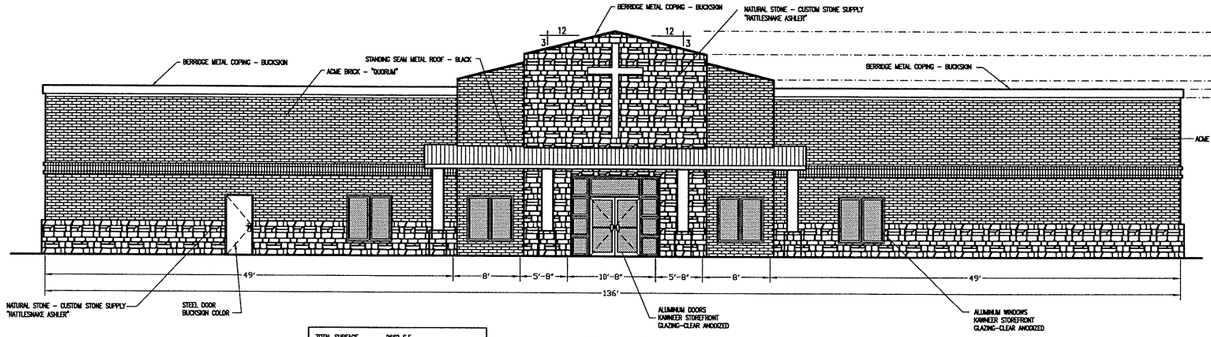
ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1
5.000 ACRES (GROSS) OUT OF
A. S. YOUNG SURVEY ~ ABST. 1037
FRISCO, COLLIN COUNTY, TEXAS

April 2, 2012

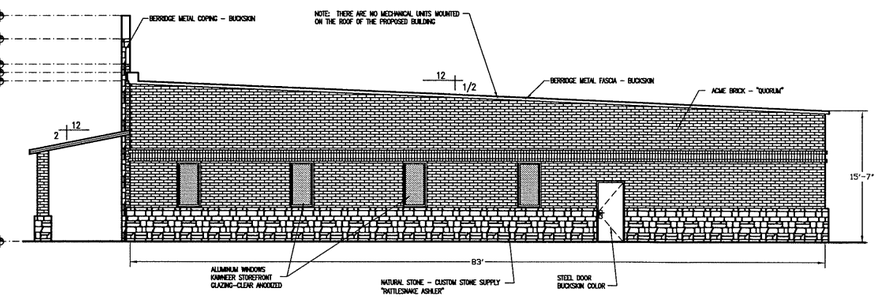
PLAN PREPARED BY:

M SQUARED DESIGN+BUILD, L.L.C.
ARCHITECTURE - CONSTRUCTION - DEVELOPMENT
903-881-5737
107 N. Main Street, Lindale, Texas 75771
m2designbuild.com



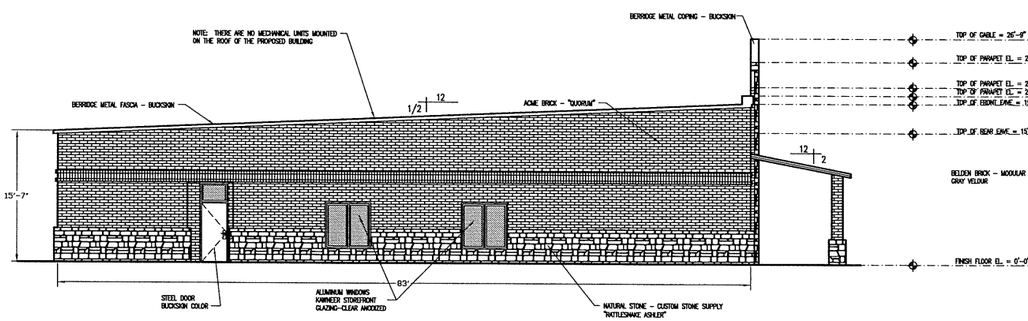
TOTAL SURFACE	2602 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	1586 S.F.	60.%
STONE	853 S.F.	32%
GLAZING	223 S.F.	8%

FRONT (WEST) ELEVATION
SCALE: 1/8" = 1'–0"



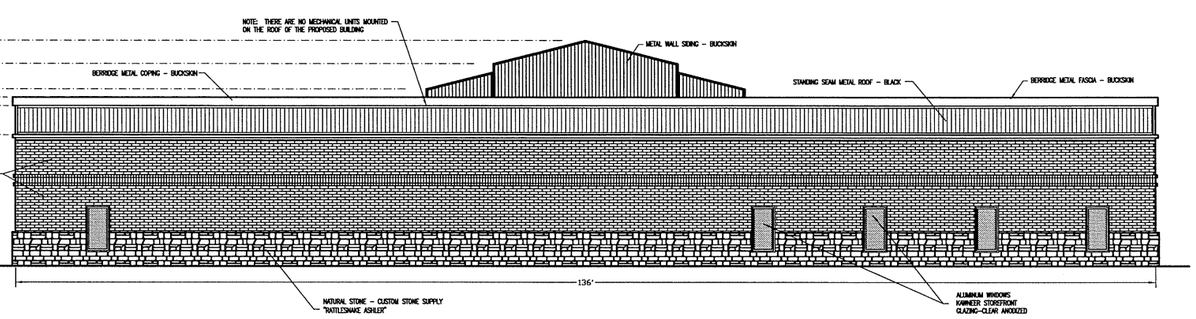
TOTAL SURFACE	1357 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	941 S.F.	69%
STONE	322 S.F.	24%
GLAZING	94 S.F.	7%

SOUTH ELEVATION
SCALE: 1/8" = 1'–0"



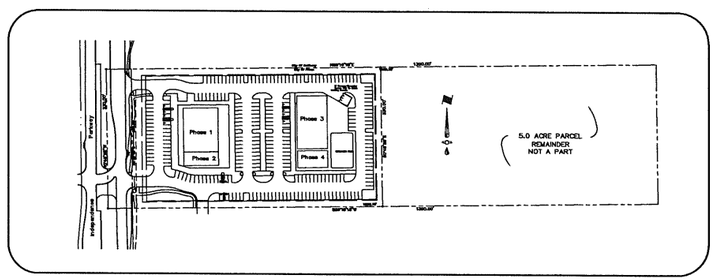
TOTAL SURFACE	1357 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	945 S.F.	70%
STONE	318 S.F.	23%
GLAZING	94 S.F.	7%

NORTH ELEVATION
SCALE: 1/8" = 1'–0"



TOTAL SURFACE	1634 S.F.	
MATERIAL	SQUARE FOOTAGE	% OF TOTAL
BRICK	1309 S.F.	68%
STONE	547 S.F.	28%
GLAZING	78 S.F.	4%

REAR (EAST) ELEVATION
SCALE: 1/8" = 1'–0"



KEY MAP
NTS

FACADE PLAN NOTES

1. This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.

2. All mechanical units shall be screened from public view as required by the Zoning Ordinance.

3. When permitted, exposed utility boxes and conduits shall be painted to match the building.

4. All signage area and locations are subject to approval by Development Services.

5. Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official.

EXHIBIT C
SUP12–0004

ETERNITY COMMUNITY CHURCH

BLOCK A, LOT 1
5.000 ACRES GROSS OUT OF
A. S. YOUNG SURVEY ~ ABST. 1037
FRISCO, COLLIN COUNTY, TEXAS

April 2, 2012

Owner
Eternity Community Church
Attn: Kenneth Diggs
PO Box 1832
McKinney, Texas 75070
Telephone 972 542–9556

Engineer
RLK Engineering, Inc.
Attn: Seth Kelly
111 West Main Street
Allen, Texas 75013
Telephone 972 359–1733

Surveyor
Surdukan Surveying, Inc.
Attn: David Surdukan
PO Box 126
Anna, Texas 75409
Telephone 972 924–8200

Applicant
M Squared Design+Build, L.L.C.
Attn: Gary Martin, AIA
107 North Main Street
Lindale, Texas 75771
Telephone 903 881–5737

PLAN PREPARED BY:
M SQUARED DESIGN+BUILD, L.L.C.
ARCHITECTURE - CONSTRUCTION - DEVELOPMENT
903-881-5737 | 107 N. Main Street, Lindale, Texas 75771 | m2designbuild.com

AGENDA ITEM #31.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Ross Culbertson, Planner**

Date: **4/18/2012**

Agenda Caption: **Public Hearing: A request to consider the construction of Wayfield Drive located within City of Frisco Parkland known as Frisco Commons, declaring a portion of the parkland necessary for the construction of the street, and consider and act to direct staff to prepare a Resolution of the same. PP12-0002**

Action Requested: Hold the public hearing and direct staff in the preparation of a Resolution.

Background Information: The Planning & Zoning Commission approved preliminary plat (PP12-0002) for a proposed single family subdivision which includes the dedication of right-of-way for a new residential street within the Frisco Commons Park. The street, Wayfield Drive, is needed to connect the subdivision to Kent Drive for a second point of access.

The approval is subject to City Council's adoption of a Resolution allowing public parkland to be used for City right-of-way purposes. The City is required to conduct a public hearing per State of Texas Parks and Wildlife Code.

Board Review/Citizen Input: On April 10, 2012, the Planning & Zoning Commission voted 5-0 (Williamson absent) to approve the preliminary plat (PP12-0002), subject to City Council's adoption of a Resolution authorizing the use of parkland for street purposes.

Alternatives: The City Council may:

- Approve the request and direct staff to prepare a Resolution;

- Approve the request with conditions and direct staff to prepare a Resolution;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated April 11, 2012.
- Staff Report.
- Location Map.
- Preliminary Plat Exhibit.

Recommendation: Recommended for approval.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Preliminary Plat: Creekside Village (PP12-0002)
Owner(s): Thomas D. Vogt, City of Frisco, and Frisco Community Development Corporation.

Description:
25 Single Family-7 lots and one Homeowners' Association lots on 9.0± acres on the northwest corner of Preston Trace Boulevard and Williford Trail. Zoned Single Family-7. Neighborhood #11. RC

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Planning & Zoning Commission approval of a waiver of Section 8.03(e) of the Subdivision Ordinance for Major Creeks.
2. City Council's adoption of a Resolution allowing public parklands to be used for City right-of-way purposes.
3. Staff approval of a Landscape Plan.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 04-10-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

April 10, 2012

Preliminary Plat: Creekside Village (PP12-0002)
Owner(s): Thomas D. Vogt, City of Frisco, and Frisco Community Development Corporation.

DESCRIPTION:

25 Single Family-7 lots and one Homeowners' Association lots on 9.0± acres on the northwest corner of Preston Trace Boulevard and Williford Trail. Zoned Single Family-7. Neighborhood #11. RC

REMARKS:

Access:	Access is provided from Preston Trace Boulevard, Sunset Drive, and Williford Trail.
Street stubs:	Fairview Drive stubs to City property to the east of which the applicant will dedicate the right-of-way and construct Wayfield Drive as a secondary means of access to this development.
Screening:	Thoroughfare screening is not required.
Tree Preservation:	No protected trees exist on the site.
Landscape Plan:	Landscape plans will be submitted with the construction plans.
Open Space:	Open space is not required.
Additional Information:	The applicant has worked with staff to provide for the dedication of Wayfield Drive on City park property. As required by State Law, the City Council must hold a public hearing to consider the request to use a portion of parkland for a public street. This public hearing will be conducted on May 1, 2012. The Preliminary Plat will be conditioned upon Council approval of this request. The applicant is dedicating an additional three feet of right-of way for the alley along the northern property line to meet current 18-foot alley width standards. Lots 1-7, Block A, will share alley access with the adjacent Preston Manor Phase 3 and 4 developments.

The preliminary plat requires Minor Waivers of the Subdivision Ordinance requirements. The following Minor Waivers have been granted in accordance with Section 9.01 of the Subdivision Ordinance:

1. Alley Access for Block B, Lots 1-3, and
2. Side lot lines (Block A, Lots 5 & 9) being at ninety degree (90°) angles or radial to street right-of-way lines.

The applicant is requesting a Major Waiver to Section 8.03(e) of the Subdivision Ordinance for Major Creeks over the following requirement:

1. A minimum 60% of the linear frontage of the Major Creek shall be adjacent to a parallel street.

No waiver shall be granted unless the Planning & Zoning Commission finds:

a. That there are no special circumstances of conditions affecting the land involved or other constraints such that the strict application of the provision of this ordinance would deprive the applicant of the reasonable use of his or her land.

The proposed development includes a tributary of Cottonwood Branch, traversing northwest to southeast at the southwest corner of the property.

Block B, Lot 1 contains a single family residence which encompasses a major portion of Block B's linear frontage along the major creek. The seller intends to divide his property for single family purposes while maintaining ownership of the land adjacent to the major creek. Land on the west side of the creek within the plat boundary will remain on private property and will not be developed in the future as it borders City property. An erosion hazard setback has been delineated for access and maintenance of the creek area behind Lots 2, 3, and 4.

b. That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that granting of the waiver will not be

detrimental to the public's health, safety or welfare or injurious to other property in the area.

Granting a waiver will not be detrimental to the health, safety, or welfare of the area. The applicant is platting the connection of Fairview Drive to Kent Drive, via Wayfield Drive, to meet the Zoning Ordinance requirements for two points of access. This right-of-way may also be used as a secondary point of public access to the City Park to the west.

c. That the granting of the waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this ordinance.

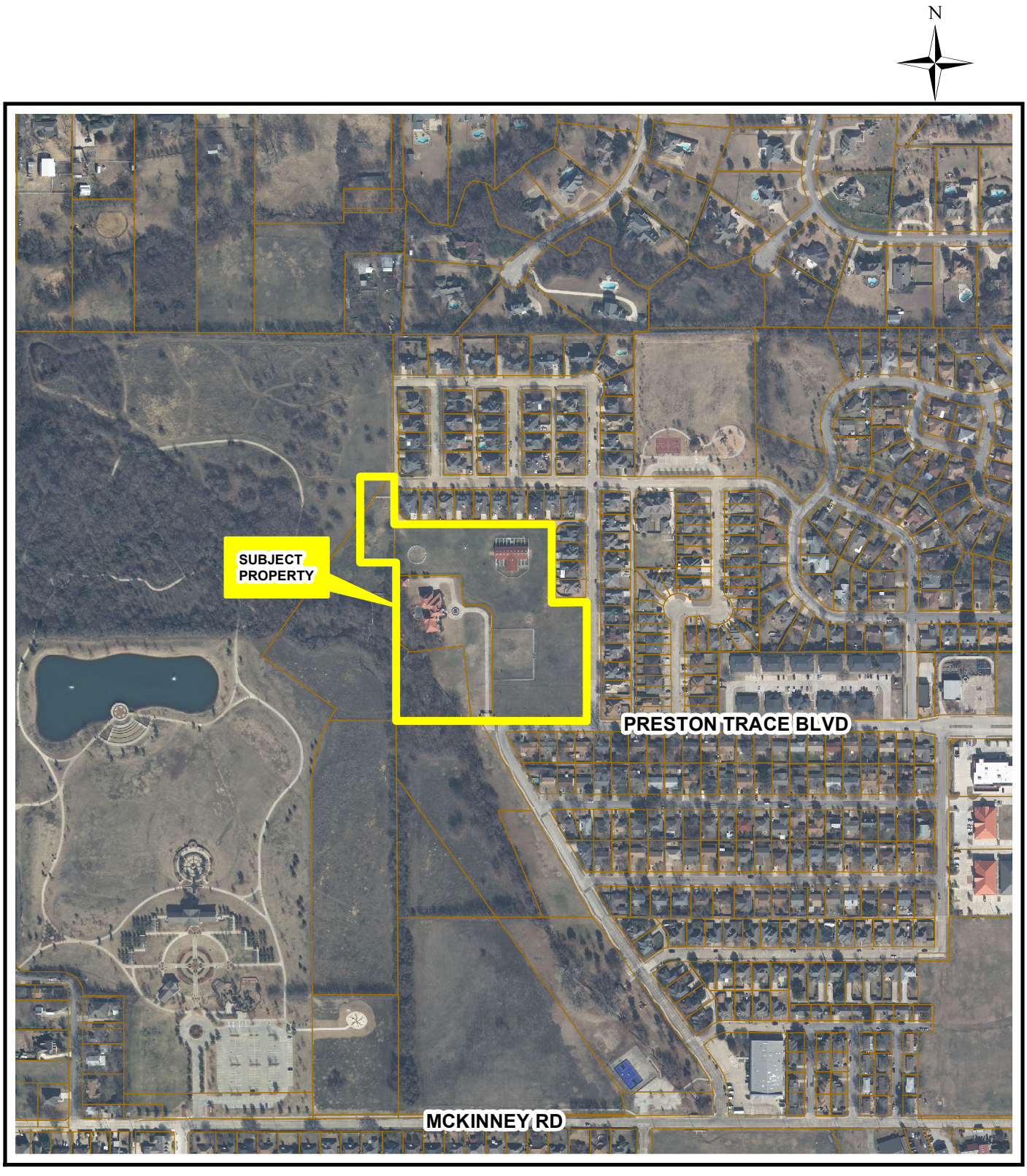
Granting this waiver will not affect the subdivision of other lands as the plat identifies the use of single family lots created within Block B and that the use of adjacent western city lands are intended to be used as public park space.

RECOMMENDATION:

Recommended for approval subject to:

1. Planning & Zoning Commission approval of a waiver of Section 8.03(e) of the Subdivision Ordinance for Major Creeks.
2. City Council's adoption of a Resolution allowing public parklands to be used for City right-of-way purposes.
3. Staff approval of a Landscape Plan.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

PP12-0002
Creekside Village





OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, ***Thomas D. Vogt, Frisco Community Development Corporation and City of Frisco Parks & Recreation Department*** are the owners of a tract of land situated in the Ralph Rogers Survey, Abstract No. 763, Collin County, Texas, being a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records and being more particularly described as follows:

SITUATED in the State of Texas, County of Collin, and City of Frisco, being all of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

BEGINNING at a Votex Capped irod rod found marking the southeast corner of said premises and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of premises, the north right-of-way line of preston trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 637.29 feet to a Votex Capped irod rod found marking the southwest corner of said 9.0496 acre tract the northwest corner of said reeves's property and being in the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with the west line of said premises and the east line of said frisco Joint Venture tract, North 00°38'40" West, 658.75 feet to a Votex capped iron rod found marking the its northwest corner in the west right-of-way line of a 15' wide alley;

THENCE with a north line of said premises and the south right-of-way line of said 15' wide alley, North 89°42'41" east, 528.73 feet to an "X" found cut in concrete and marking the intersection of the south right-of-way line of said 15' wide alley witht he west right-of-way line of a 15' wide alley;

THENCE with an east line of said premises and the west right-of-way line of said 15' wide alley, South 00°07'40" East, 248.00 feet to a Votex capped iron rod found marking an interior corner of sadi premises;

THENCE with a south line of said premises, the south line of Lot 1, Block 13 of Preston manor Phase IV, an addition to the City of Frisco as recorded in Cabinet E, Page 179 of the Collin County Map Records, and the north right-of-way line of an exisiting 15' wide alley, North 89°42'41" East, 115.00 feet to a Votex capped iron rod found marking the most easterly northeast corner of said premises, the southeast corner of said Lot 1, Block 13 and being in the west right-of-way line of the aforementioned Williford Trail;

THENCE with the most easterly line of said premises and the west right-of-way line of Williford Trail, South 00°07'40" East, 412.71 feet to the point of beginning and containing 394,198 square feet or 9.0496 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Thomas D. Vogt, Frisco Community Development Corporation and City of Frisco Parks & Recreation Department, the owners, do hereby certify and adopt this plat designating the herein above described property as ***Preliminary Plat of Creekside Village, Block A, Lots 1-22, Block B, Lots 1-4***, an addition to the City of Frisco, and do hereby dedicate to the public use forever, the streets and alleys shown thereon. Thomas D. Vogt, the owner, does herein certify the following:

1. The streets and alleys are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Frisco.
5. The City of Frisco is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Frisco's use thereof.
7. The City of Frisco and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Frisco and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Frisco.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Frisco, Texas.

WITNESS, my hand, this the _____day of _____, 2012.

BY:_____
Printed Name:_____
Owner Lots 1-24 – Thomas D. Vogt

BY:_____
Printed Name:_____
Owner Frisco Community Development Corporation–George Purefoy

BY:_____
Printed Name:_____
Owner City of Parks and Recreation Dept.–Dudley Raymond

ACKNOWLEDGEMENT

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 ***Thomas D. Vogt*** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2012.

_____
Notary Public for the State of Texas

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 and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2012.

_____
Notary Public for the State of Texas

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 ***Dudley Raymond*** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2012.

_____
Notary Public for the State of Texas

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, F. E. Bemenderfer, Jr., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of land and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Frisco, Texas.

Dated this ____ day of _____, 2012.

_____
F. E. Bemenderfer, Jr.
Registered Professional Land Surveyor No. 4051

STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

ACKNOWLEDGEMENT

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 ***F. E. Bemenderfer, Jr.,*** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2011.

_____
Notary Public in and for
The State of Texas

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2012 by the Planning & Zoning Commission of the City of Frisco, Texas.

_____Planning & Zoning Commission Chairperson

_____Planning & Zoning Commission Secretary

_____City Secretary

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	67.00'	222.60'	133.45'	N45°11'00"E	190°21'35"
C2	50.00'	78.40'	70.61'	N44°47'30"E	89°50'21"
C3	90°09'39"	40.00'	62.94'	S45°12'30"E	56.65'
C4	89°38'39"	46.00'	71.97'	S45°27'59"W	64.85'
C5	90°21'21"	46.00'	72.54'	S44°32'01"E	65.26'
C6	90°21'21"	20.00'	31.54'	S44°32'01"E	28.37'
C7	89°38'39"	20.00'	31.29'	N45°28'00"W	28.20'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N44°53'25"E	14.01'	L7	S18°24'17"E	15.78'
L2	S45°06'37"E	13.98'	L8	S89°42'41"W	30.28'
L3	S45°12'30"E	14.12'	L9	N89°42'41"E	29.71'
L4	N71°27'08"E	15.81'	L10	S89°42'41"W	29.88'
L5	N71°40'40"W	15.81'	L11	N89°42'41"E	30.12'
L6	S44°52'50"W	14.14'	L12	S89°53'20"W	30.22'

NOTES:
(1) Block B, Lots 1–3 have to have open fencing per the Subdivision Ordinance.
(2) Street trees are provided per the zoning ordinance for platted 60' R.O.W.;(3) Block A, Lots 1–22 & Block B, Lots 1–3 to be developed as SF–7 standards.
(4) CM is controlling monument.
(5) As shown a portion of the subject property lies within a Special Flood Hazard Area inundated by 100–year flood per Ultimate Floodplain Study of Cottonwood Creek performed by Freese & Nichols (FRC 10269) for the City of Frisco dated May, 2011.
(6) Source bearing per north right–of–way line of Preston Trace Boulevard;
(7) This plat has been performed without the benefit of a title commitment. Subject property is affected by any or all easements of record. Surveyor did not abstract or research records for easements.
(8) Improvements shown on survey were taken from a survey provided by client as surveyed by Votex Surveying Company in November, 2011.
(9) Placement of trees shall not interfere with the placement of traffic control devices or visibility at intersections. Existing and future traffic control devices may require the removal or preclude the planting of street trees.
(10) All driveways shall access the alleys; no driveways may access streets. (11) Development standards of this plat shall comply with Zoning Ord. 11–04–09.
(12) Common Area Lot 4 to be owned and maintained by Homeowner's Association (HOA).
(13) All services that require concrete removal will require replacement of the concrete panel to panel.

N

W E

S

0' 50' 100' 150'

Scale: 1"=50'

Preliminary Plat
Creekside Village
Block A, Lots 1-22
Block B, Lots 1-4
with (1) Common Area Lot
Lot 4, 0.14 Ac./6,006 SF
Kent Rd. R.O.W. Connector
0.23 Ac/9,978 SF
being all of a 9.0496 Acre Tract
in Volume 4933, Page 2662 CCDR
Ralph Rogers Survey, Abstract No. 763
City of Frisco, Collin County, Texas
February 2012
City Project No. PP12-0002

Revised: 4/2/2012
P:\AC\2012\01\AC98765.dwg

Owner:
Frisco Community Development Corporation
6101 Frisco Square Blvd. 5th Floor
Frisco, TX 75034–3253
Contact: George Purefoy
972–292–5106

Owner:
City of Frisco
c/o Parks & Recreation Dept.
6101 Frisco Square Blvd.
Frisco, TX 75034–3253
Contact: Dudley Raymond
972–292–6502

Applicant:
Tuscany Real Estate Development Ltd.
PO Box 940711
Plano, Tx 75094
(972) 423–3750
Attn: Abby Bahreni

Owner:
Thomas D. Vogt
8300 Preston Trace Blvd.
Frisco, Texas

Surveyor:
Roome Land Surveying
2000 Avenue G, Suite 810
Plano, Tx 75074
(972) 423–4372
Attn: Fred Bemenderfer

Roome Land Surveying, Inc.
2000 Avenue G, Suite 810
Plano, Texas 75074
Phone (972) 423-4372 / Fax (972) 423-7523
www.roomesurveying.com

AGENDA ITEM #32.

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: **4/20/2012**

Agenda Caption: **Public Hearing: Z11-0020. A request to amend Planned Development-216 to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 410.0± acres on the southwest corner of US Highway 380 and Dallas Parkway. Zoned Agricultural and Planned Development-216. Neighborhood #53. Tabled: 4/3/12 and 4/17/12.**

Action Requested: Remove the item from the table, hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: This item was tabled at the April 3 and April 17 City Council meetings to allow the applicant and staff additional time to work on multifamily structured parking requirements.

Subsequent to the Planning & Zoning Commission's recommendation for approval on February 28th, the applicant changed their position and has indicated that they are not in support of the Commission's and staff's recommendation regarding structured parking for the multifamily portion of the PD. The applicant contends that the "Prosper" market in his area of Frisco cannot support the higher rents associated with structure-parked multifamily developments.

Considering City Council's policy on not approving additional zoning for "garden-style", surface-parked multifamily, staff believes the requirement for a minimum of 80% structured parking is consistent with that policy. The city has zoning for a total of 26,344 garden-style, surface-parked apartment units. Today, 6,145 units have been built with about 600 units under construction or in the pipeline.

While the applicant is not in support of the requirement for structured parking, their zoning exhibits have consistently shown dense, urban-style multifamily with parking structures (see previously approved zoning exhibits from 2007 and 2008 attached). The applicant's current plan depicts structured parking for the multi-family development.

The requirement for a minimum of 80% structured parking is consistent with other urban multifamily developments, either completed, under construction or in the planning stages throughout the city:

Name of Development	% of Required Parking in Structured Facility
Cool Springs Ph 1	90%
Cool Springs Ph 2	94%
Post Sierra	85%
Amli @ the Ballpark Ph 1	97%
Amli @ the Ballpark Ph 2	100%
Ablon @ Frisco Bridges	97%
Amalfi @ Stonebriar Commons	85%
The Emerson @ Frisco	93%
The Residences at Frisco Square	87%

For the past several weeks, staff and the applicant have been discussing how to achieve the vision of applicant's zoning exhibits while also making reasonable accommodations for an initial phase surface-parked apartments. During the week of April 23rd, staff asked the applicant to consider the following compromise:

- A maximum of 750 units or three blocks per the current zoning exhibit, whichever is greater, to be surface-parked.
- After construction of the first 750 units, a minimum of 80% of the required parking shall be structured.
- Density bonus. To encourage the urbanization of the overall development, any multifamily development which contains on-site surface parking may be redeveloped with a minimum of 80% of structured parking. The subsequent increase in the density and number of units resulting from the conversion to structured parking shall not count against the maximum 4,000 units.

The applicant countered with this proposal:

- The first 33.5 acres of multifamily may be surface-parked, not to exceed 1,125 parking spaces.
- After construction of the first 33.5 acres of multifamily development, 80% structured parking would be required.

The potential for up to 33.5 acres of surface-parked apartments significantly changes the character of the development as compared to the applicant's exhibits. As shown on the attached exhibit, 33.5 acres is roughly the size of the entire multifamily area south of the "power center" facing US 380 shown on the attached exhibit. Further, 33.5 acres is approximately 57% of the total 62 acres reflected as multifamily on the zoning exhibit. Allowing this percentage of surface parked multifamily fundamentally changes the "urban, mixed-use" dynamic of this development to a more "suburban, multi-use" development.

Based on these concerns, staff recommends that City Council follow the Planning & Zoning Commission's recommendation as outlined in the Outcome Memo.

Smothermon Tract

The request does not include the 54.0± acre tract known as the Smothermon Tract that is currently part of PD-216. The Smothermon Family Partnership declined to be included with this zoning request. Therefore, upon approval of the rezoning for the Forest City tract, a separate Planned Development will be created for the Smothermon Tract. Representatives of the Smothermon Tract have been contacted and are in agreement with the proposed Planned Development standards for their property.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their February 28, 2012 meeting and voted 6-0 to approve the request as outlined in the Outcome Memo. The plan that the Planning & Zoning recommended approval includes structured parking.

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 February 29, 2012
- Staff report
- Location Map
- Exhibits
- Previously Approved Exhibit (Z07-0008)
- Previously Approved Exhibit (Z07-0026)

Recommendation: Recommended for approval subject to a minimum of 80% of required parking for multifamily developments be structured parking as outlined in the Outcome Memo.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 29, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 28, 2012

Public Hearing - Zoning: North Frisco - Forest City (Z11-0020)
Owner(s): Ernest Mayhard, Jr., Mahard Egg Farm, Inc., The Mahard 2003 Partnership, LP, Smothermon Family Partners, LTD, and Frisco Economic Development Corporation

Description:
A request to amend Planned Development-216 to modify the boundaries and amend the zoning exhibit and development standards. The property contains 410.0± acres on the southwest corner of US Highway 380 and Dallas Parkway. Zoned Agricultural and Planned Development-216. (Tabled 02/14/2012) Neighborhood #53. MW

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The Planning & Zoning Commission recommended approval with the conditions listed below. Final approval requires action by the City Council.

Smothermon Tract (53.7± acres)

The Planning & Zoning Commission recommended approval as Planned Development-Retail/Multifamily with the following conditions:

1. Retail uses shall be permitted on the northern portion of the property comprising of 27.0± acres.
2. Multifamily uses shall be permitted on the southern portion of the property comprising of 27.0± acres. Multifamily uses shall be developed with the following standards:

a. Maximum height – four (4) stories;
b. Structured parking is required for 100% of the required parking for multifamily uses;
c. Ground floor retail is permitted for transitional buildings adjacent to retail uses; and
d. Form Based Codes Standards shall apply.

Forest City Tract (356.3± acres)

The North Frisco Planned Development shall develop in general conformance with the Zoning Exhibit attached hereto as Exhibit D as well as the Illustrative Diagrams and Streetscape Typologies outlined in Exhibit E. In addition, the following sections of the Form Based Codes Manual shall apply:

1. G-2 Landmark Commercial Buildings
2. G-5 Neighborhood Oriented Open Space
3. LU-2 Retail At-Grade Standards
4. LU-3 Residential At-Grade Standards
5. S-2 Site Layout – Retail Centers
6. B-5 Commercial Building Form

Additional Standards

1. Permitted Uses – Uses permitted by-right or with approval of a Specific Use Permit in the Retail and Office-2 Districts, subject to the following:
    a. Automotive-related uses are only permitted in the Highway Corridor Zone.
    b. Urban-style multifamily permitted in general conformance with Exhibit D.
    c. Townhome – areas shown on Exhibit D as multifamily may develop as townhome in accordance with Form Based Codes Sections LU-3 Residential At-Grade Standards and PR-3 Special Street Types – Townhome Alley.
2. Parking
    a. Due to the mixed-use nature of this development, parking reductions may be considered at the time of development, based on recognized standards from the Urban Land Institute, Institute of Transportation Engineers, or other standards as approved by the Director.
    b. Multifamily parking – Minimum 80% of required parking shall be structured parking. On-street parking may count towards required parking, subject to Director approval.
    c. Shared Parking – Shared parking may be considered upon review and approval of a parking study.

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	

February 28, 2012

Public Hearing - Zoning: North Frisco - Forest City (Z11-0020)
Owner(s): Ernest Mayhard, Jr., Mahard Egg Farm, Inc., The Mahard 2003 Partnership, LP, Smothermon Family Partners, LTD, and Frisco Economic Development Corporation

---

DESCRIPTION:

A request to amend Planned Development-216 to modify the boundaries and amend the zoning exhibit and development standards. The property contains 410.0± acres on the southwest corner of US Highway 380 and Dallas Parkway. Zoned Agricultural and Planned Development-216. Neighborhood #53. MW

HISTORY:

Annexation Case No. A06-0005 - City Council approved the annexation of 145.4± acres in July 2006.

Annexation Case No. A06-0004 - City Council approved the annexation of 50.9± acres in July 2006.

Annexation Case No. A06-0003 - City Council approved the annexation of 127.7± acres in July 2006.

Annexation Case No. A07-0001 - City Council approved the annexation of 53.7± acres in June 2007.

Zoning Case No. Z07-0008 - City Council approved the rezoning of 193.0± acres on the southwest and northwest corners of the Dallas North Tollway and Rockhill Road from Agricultural to Planned Development-216.

Zoning Case No. Z07-0026 – City Council approved the rezoning of 410.0± acres on the southwest corner of US 380 and the Dallas North Tollway on April 15, 2008. The applicant decided not to proceed with the Ordinance adoption and ultimately, the case was closed.

REMARKS:

This zoning request is similar to Z07-0026 in that it encompasses Planned Development-216 and expands the boundaries to include 202.0± north of Parvin Branch currently zoned Agricultural. However, this request does not include the 54.0± acre tract known as the Smothermon Tract that is currently part of PD-216. The Smothermon Family Partnership did not want to be included with this zoning request. Therefore, upon approval of the rezoning for the Forest City tract, a separate Planned Development will be created for the Smothermon Tract. Attached, please find a letter from Ronald Otis Lynn indicating the support of the Smothermon Family Partners, LTD.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Single Family (Town of Prosper)	Retail & Mixed Use (Town of Prosper)
East	Vacant	Highway, Industrial, Extraterritorial Jurisdiction	Retail, open space, and Transit-Oriented Development
South	Vacant	Extraterritorial Jurisdiction	Floodplain & Open Space
West	Vacant	Extraterritorial Jurisdiction	Mixed-Use Non-Residential and residential

The 2006 Comprehensive Plan

Natural Resources – The Comprehensive Plan indicates areas of sensitive habitats and substantial tree cover mainly concentrated adjacent to the floodplain for Parvin Branch to the north and a Panther Creek tributary to the south. Outside of these areas, the Comprehensive Plan identifies this site as being a "Prime Developable Area."

Future Land Use Plan – The Future Land Use Plan (FLUP) designates Retail, Mixed-Use Non-Residential, Mixed Use-Residential for this area. The request complies with the Future Land Use Plan.

Parks, Recreation & Open Space Master Plan - The Hike and Bike Trail Master Plan requires a six- to 12-foot off-street trail along Dallas Parkway and along Rockhill Road. The Plan also requires an eight- to 12-foot open space-greenway trail along Parvin Branch to the north and the Panther Creek tributary to the south.

Land Use Policies - The proposed development meets the goals of Land Use Policy 1 – "Encourage Sustainable, Unique, & Accessible Retail Development" and Land Use Policy 4 – "Encourage Mixed-Use Development."

The Thoroughfare Plan – The Thoroughfare Plan shows the Dallas North Tollway, a Highway/Tollway on the eastern boundary of the site; US Highway 380, a highway on the northern boundary; and Rockhill Road, a six-lane, major thoroughfare traversing the east/west through the property. Rockhill Road will connect to County Road 26 (CR 26) to provide additional access to US 380.

- **Traffic Impact Analysis** – A Traffic Impact Analysis (TIA) has been submitted for review. Site-related improvements (internal stacking, median openings, turn lanes, etc.) have been incorporated into the Zoning Exhibit during the review process. Due to the magnitude and ultimate build-out time of this project, mitigation based on the TIA will depend on the actual phasing that occurs and the infrastructure improvements in place at the time of each proposed development phase.

  The TIA is broken down into three phases: 2013, 2020, and 2030. Each phase outlines a particular type and amount of development (i.e. square footage of retail, number of residential units, etc.) as well as what infrastructure is assumed to be in place during each phase and what additional infrastructure will be required. Development will be contingent upon the required infrastructure being in place at the time of each phase. Updates to the TIA will be required if there are significant changes to the proposed development, phasing, and/or assumed infrastructure improvements.

  The TIA includes the latest schematic from TxDOT which shows how US 380 will be widened sometime between 2013 and 2020 (the schedule is still variable at this point). The current schematic shows that US 380 will be reconstructed as a six-lane, grade separated highway with frontage roads between CR 26 and La Cima Boulevard. The US 380 main lanes will go over Dallas Parkway and Preston Road with a set of signalized frontage road intersections below. All other connections to US 380 between CR 26 and La Cima Boulevard will be on the new frontage road system and therefore will be right-in/right-out driveways. The TIA calls for some connections to US 380 that will initially be full access intersections, and properly accounts for the fact that these connections will transition to right-in/right-out intersections once the US 380 project is constructed. The site will have access to CR 26, which will remain a full-access signalized intersection at US 380, and southbound Dallas Parkway, which will also have full access to US 380.

  Staff is still in the process of reviewing all of the data and analysis contained in the TIA; however, staff generally concurs with the following recommendations presented in the TIA.

When the first phase of the development opens in 2013, the following improvements would be necessary to provide adequate access to the site and maintain acceptable traffic conditions on existing roadways after the addition of the proposed site generated traffic:

- Provide a minimum two-lane connection between the site and the intersection of Rockhill Road and Dallas Parkway (to avoid requiring all traffic going to the site to use US 380). This may entail the partial construction of Rockhill Road between Dallas Parkway and CR 26.
- Install a traffic signal at the intersection of US 380 and CR 26*
- Install a traffic signal at the intersection of US 380 and a new collector street running through the new development*

*However, the installation of traffic signals on US 380 must be approved by TxDOT, and it is possible they will only approve one signal initially. It is likely that one traffic signal on US 380 would be sufficient to serve the site in its first phase.

When the next phase of development occurs in 2020, the following improvements would be necessary to provide adequate access to the site and maintain acceptable traffic conditions on existing roadways after the addition of the proposed site generated traffic:

- The reconstruction of US 380 by TxDOT is assumed to be complete
- Rockhill Road will be a six-lane thoroughfare between CR 26 and Dallas Parkway
- CR 26 will be a six-lane thoroughfare between Rockhill Road and US 380
- Install a traffic signal at the intersection of Rockhill Road and Dallas Parkway (this would likely occur before 2020)
- Install a traffic signal at two site driveways along Rockhill Road between CR 26 and Dallas Parkway
- Install a traffic signal at the intersection of Rockhill Road and CR 26
- Capacity improvements at the box diamond intersection of the US 380 and Dallas Parkway frontage roads (such as northbound and eastbound dual right-turn lanes)

When the final phase of development occurs in 2030, the following improvements would be necessary to maintain acceptable traffic conditions on area roadways after the addition of the proposed site generated traffic:

- The Dallas North Tollway main lanes will extend north of US 380 (already planned by NTTA)
- Southbound Dallas Parkway will have three lanes south of Rockhill Road (already planned by the City)
- Rockhill Road will extend to Preston Road (already planned by the City, well before 2030)

- Capacity improvements at the box diamond intersection of the US 380 and Dallas Parkway frontage roads (if they were not already implemented in 2020)

Capacity improvements on US 380 at the signalized intersection of CR 26 (ideally with TxDOT extending the reconstruction of US 380 as a grade-separated highway further west into Denton County

- **Access** – Access to the development will be provided from the Dallas Parkway, US Highway 380, Rockhill Road, and CR 26**.**

Existing Utilities

- **Water –** A 30-inch water line is proposed along Dallas Parkway. Water lines will need to be extended to the property at the time of development.
- **Sanitary Sewer –** A 24-inch sanitary sewer line is proposed on the north side of the property along Parvin Branch and a 15-inch sanitary sewer line is proposed on the south side of the property along the tributary of Panther Creek. Sanitary Sewer service will need to be extended to the property at the time of development.

Schools – This property lies within the Prosper Independent School District. Prosper Independent School District has not indicated an immediate need for a school in this area.

Fire Protection – A fire station site is proposed north of Rockhill Road. The applicants will work with the Fire Department on selecting this site.

Planned Development Zoning – The Comprehensive Zoning Ordinance outlines specific guidelines for Planned Development zoning. Specifically, the Zoning Ordinance indicates that PD zoning should be utilized for the following purposes:

- Master planning;
- To carry out specific goals of the comprehensive plan, City or public/private partnered special projects, and City Council strategic focus areas;
- Development of mixed use, transit-oriented, or traditional neighborhoods with a variety of uses and housing types; and/or
- To preserve natural features, open space, and other topographical features of the land.

This is an amendment to an existing Planned Development that compiled with the Planned Development standards outlined in the Comprehensive Zoning Ordinance. The requested zoning complies with the Comprehensive Zoning Ordinance.

SUMMARY:

The request to amend the Planned Development complies with the Comprehensive Plan and the Zoning Ordinance.

RECOMMENDATION:

Smothermon Tract (53.7± acres)

Approval as Planned Development-Retail/Multifamily with the following conditions:

1. Retail uses shall be permitted on the northern portion of the property comprising of 27.0± acres.
2. Multifamily uses shall be permitted on the southern portion of the property comprising of 27.0± acres. Multifamily uses shall be developed with the following standards:
    a. Maximum height – four (4) stories;
    b. Structured parking is required for 100% of the required parking for multifamily uses;
    c. Ground floor retail is permitted for transitional buildings adjacent to retail uses; and
    d. Form Based Codes Standards shall apply.

Forest City Tract (356.3± acres)

The North Frisco Planned Development shall develop in general conformance with the Zoning Exhibit attached hereto as Exhibit D as well as the Illustrative Diagrams and Streetscape Typologies outlined in Exhibit E. In addition, the following sections of the Form Based Codes Manual shall apply:

1. G-2 Landmark Commercial Buildings
2. G-5 Neighborhood Oriented Open Space
3. LU-2 Retail At-Grade Standards
4. LU-3 Residential At-Grade Standards
5. S-2 Site Layout – Retail Centers
6. B-5 Commercial Building Form

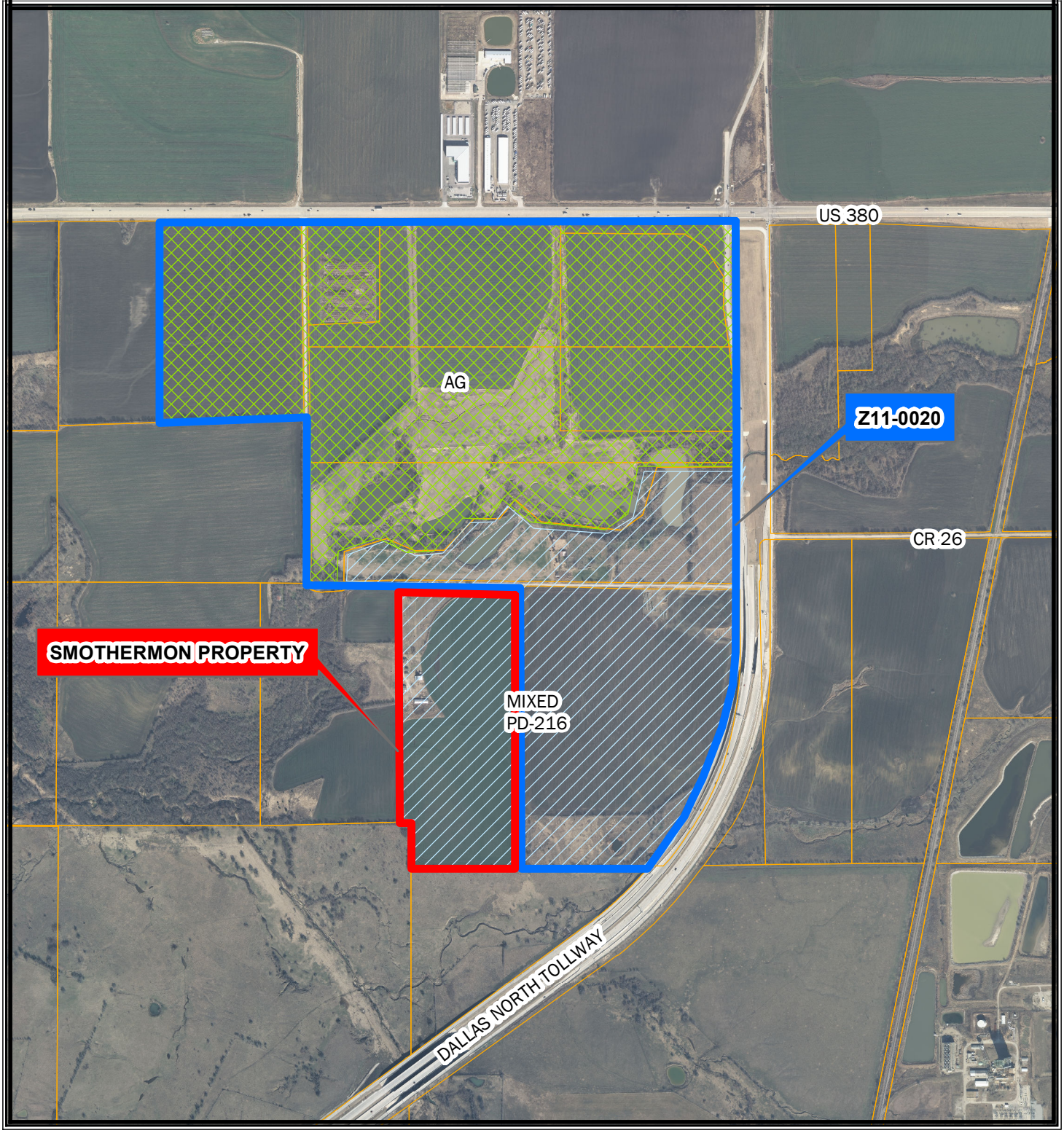
Additional Standards

1. Permitted Uses – Uses permitted by-right or with approval of a Specific Use Permit in the Retail and Office-2 Districts, subject to the following:
    a. Automotive-related uses are only permitted in the Highway Corridor Zone.
    b. Urban-style multifamily permitted in general conformance with Exhibit D.
    c. Townhome – areas shown on Exhibit D as multifamily may develop as townhome in accordance with Form Based Codes Sections LU-3

Residential At-Grade Standards and PR-3 Special Street Types – Townhome Alley.

2. Parking
    a. Due to the mixed-use nature of this development, parking reductions may be considered at the time of development, based on recognized standards from the Urban Land Institute, Institute of Transportation Engineers, or other standards as approved by the Director.
    b. Multifamily parking – Minimum 80% of required parking shall be structured parking. On-street parking may count towards required parking, subject to Director approval.
    c. Shared Parking – Shared parking may be considered upon review and approval of a parking study.

Z11-0020
Forest City



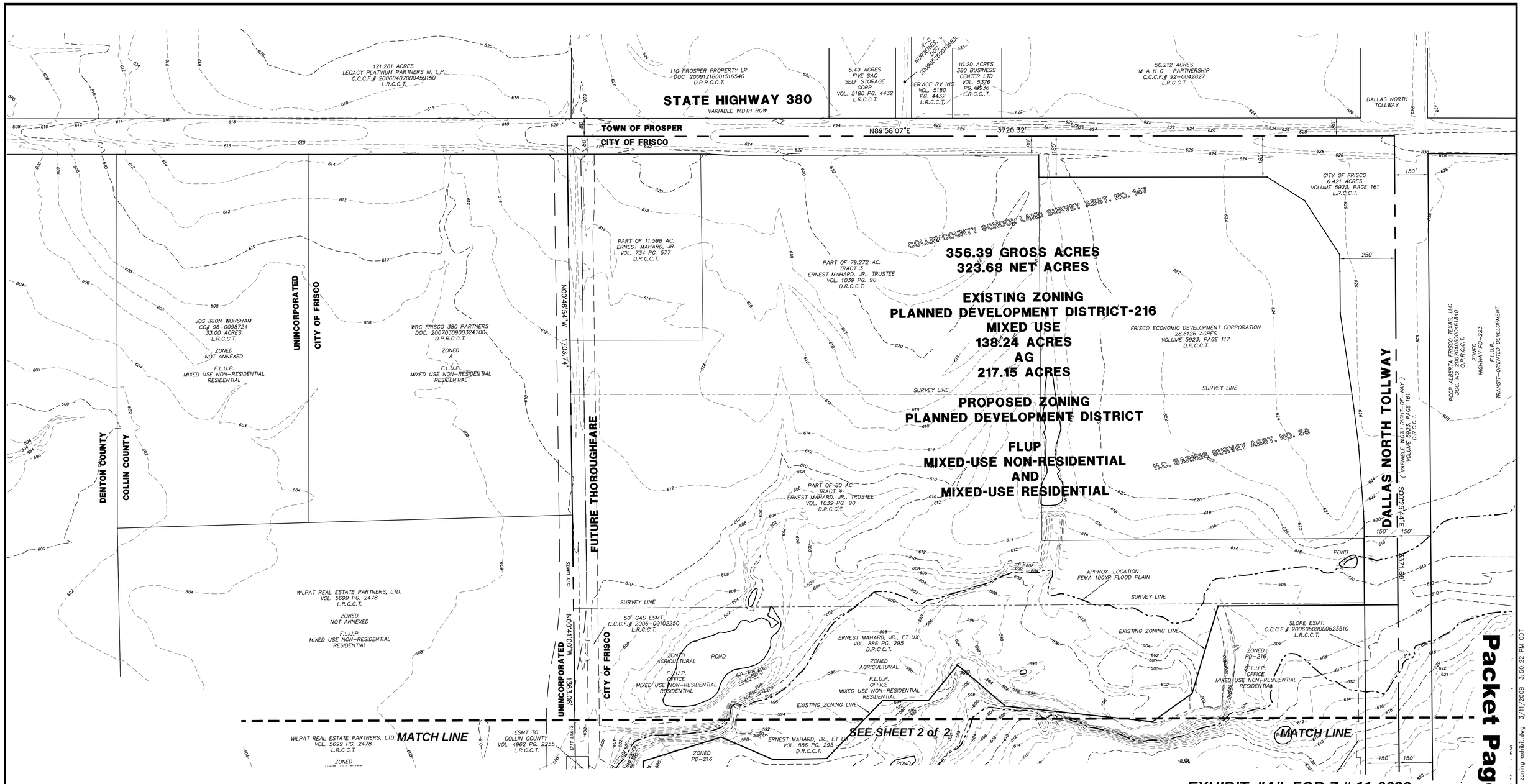


EXHIBIT "A" FOR Z # 11-0020

NORTH FRISCO

BEING 356.39 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 148,
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 147
and the H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS



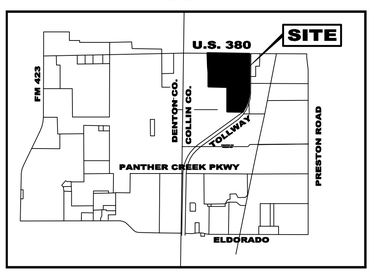
GRAPHIC SCALE IN FEET

200' 0 100' 200' 400'

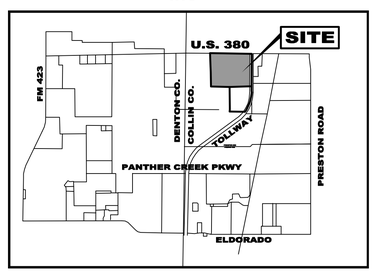
1" = 200' @ 24" X 36"

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LOCATION MAP
NTS



KEY MAP
NTS



ZONING LEGEND

A: AGRICULTURAL DISTRICT
TH: TOWNHOME DISTRICT
MF: MULTIFAMILY RESIDENTIAL DISTRICT
O-1: OFFICE DISTRICT-1
O-2: OFFICE DISTRICT-2
R: RETAIL DISTRICT
OTC: ORIGINAL TOWN COMMERCIAL
C-1: COMMERCIAL DISTRICT-1
C-2: COMMERCIAL DISTRICT-2
I: INDUSTRIAL DISTRICT
PD: PLANNED DEVELOPMENT

OWNER
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 200
Frisco, Texas 75034
Contact : Jim Gandy

OWNER
Ernest Mahard, Jr.
c/o Taylor Advisors, P.C.
4812 Cranbrook Drive West
Colleyville, Texas 76034
Tel. No. 817-835-0345
Contact: Terry Taylor

OWNER
Mahard Egg Farm, Inc.
c/o Taylor Advisors, P.C.
4812 Cranbrook Drive West
Colleyville, Texas 76034
Tel. No. 817-835-0345
Contact: Terry Taylor

OWNER
The Mahard 2003 Partnership, LP
c/o Taylor Advisors, P.C.
4812 Cranbrook Drive West
Colleyville, Texas 76034
Tel. No. 817-835-0345
Contact: Terry Taylor

APPLICANT
Forest City West
949 S. Hope Street
Suite 200
Los Angeles, CA 90015
(213) 488-0010 (P)
(213) 488-9308 (F)
Contact : Jeff Isenstadt

REPRESENTATIVE
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Suite 1800
Dallas, Texas 75251
Tel. No. 972-770-1300
Fax No. 972-239-3820
Contact: Kevin Gaskey

SURVEYOR :
Kimley-Horn and Associates, Inc.
12700 Park Central Drive
Suite 1800
Dallas, Texas 75251
Tel. No. 972-770-1300
Fax No. 972-239-3820

DATE : February 6, 2012 KHA JOB NO. 68180002 SHEET 1 OF 2

G:\Survey\68180002-FOREST CITY-FRISCO\2008 Zoning\68180002-2008 zoning exhibit.dwg 3/11/2008 3:50:22 PM CDT

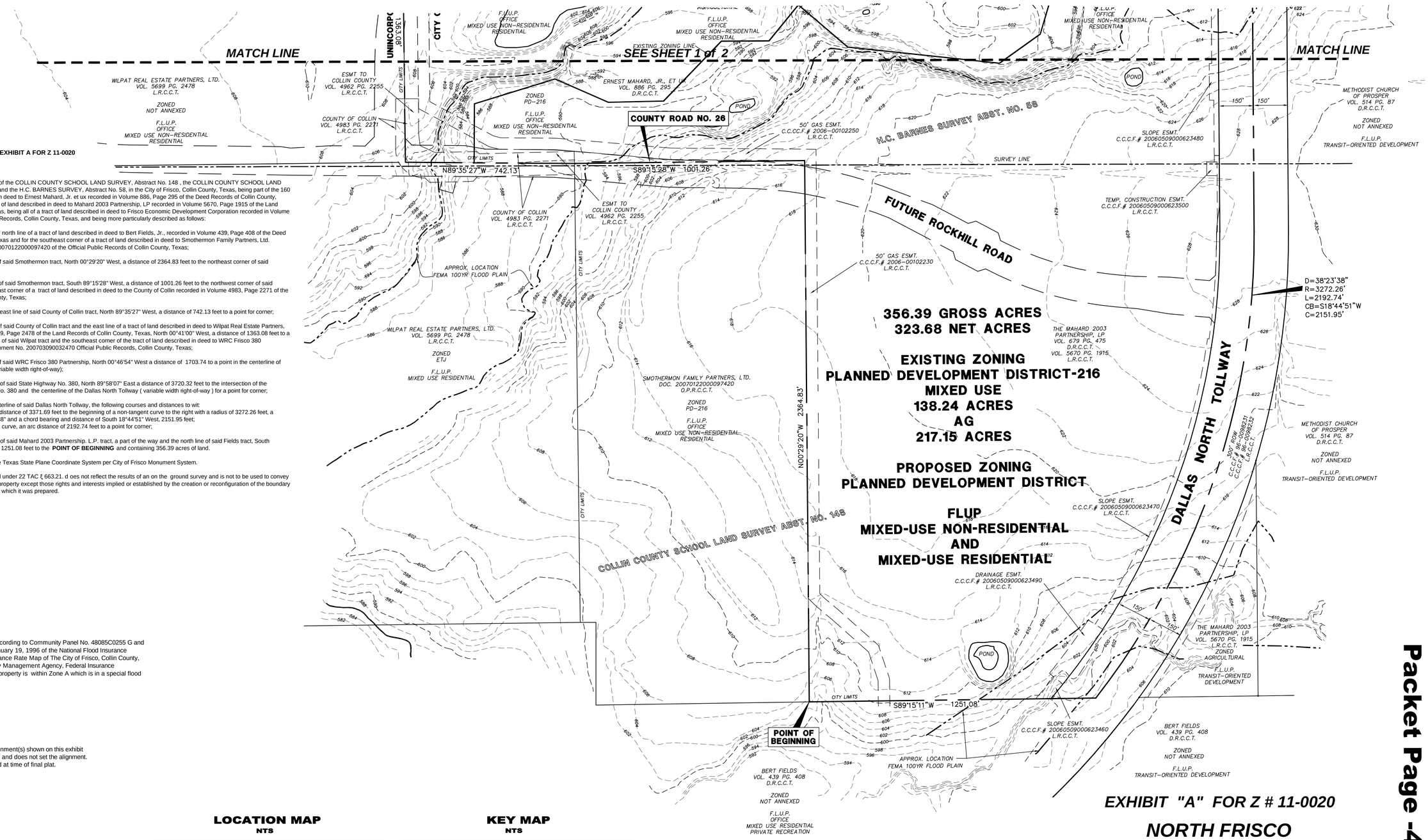


EXHIBIT A FOR Z 11-0020

LEGAL DESCRIPTION
356.39 ACRES

BEING of a tract of land out of the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 148 , the COLLIN COUNTY SCHOOL LAND SURVEY, Abstract No. 147 and the H.C. BARNES SURVEY, Abstract No. 58, in the City of Frisco, Collin County, Texas, being part of the 160 acre tract of land described in deed to Ernest Mahard, Jr. et ux recorded in Volume 886, Page 295 of the Deed Records of Collin County, Texas, being part of the tract of land described in deed to Mahard 2003 Partnership, LP recorded in Volume 5670, Page 1915 of the Land Records, Collin County, Texas, being all of a tract of land described in deed to Frisco Economic Development Corporation recorded in Volume 5923, Page 117 of the Land Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the north line of a tract of land described in deed to Bert Fields, Jr., recorded in Volume 439, Page 408 of the Deed Records of Collin County, Texas and for the southeast corner of a tract of land described in deed to Smothermon Family Partners, Ltd. recorded in Document No. 20070122000097420 of the Official Public Records of Collin County, Texas;

THENCE with the east line of said Smothermon tract, North 00°29'20" West, a distance of 2364.83 feet to the northeast corner of said Somthermon tract;

THENCE with the north line of said Smothermon tract, South 89°15'28" West, a distance of 1001.26 feet to the northwest corner of said Somthermon and the northeast corner of a tract of land described in deed to the County of Collin recorded in Volume 4983, Page 2271 of the Land Records of Collin County, Texas;

THENCE with the north and east line of said County of Collin tract, North 89°35'27" West, a distance of 742.13 feet to a point for corner;

THENCE with the east line of said County of Collin tract and the east line of a tract of land described in deed to Wilpat Real Estate Partners, Ltd., recorded in Volume 5699, Page 2478 of the Land Records of Collin County, Texas, North 00°41'00" West, a distance of 1363.08 feet to a point for the northeast corner of said Wilpat tract and the southeast corner of the tract of land described in deed to WRC Frisco 380 Partnership recorded in Document No. 200703090032470 Official Public Records, Collin County, Texas;

THENCE with the east line of said WRC Frisco 380 Partnership, North 00°46'54" West a distance of 1703.74 to a point in the centerline of U.S. Highway No. 380 (a variable width right-of-way);

THENCE with the centerline of said State Highway No. 380, North 89°58'07" East a distance of 3720.32 feet to the intersection of the centerline of U.S. Highway No. 380 and the centerline of the Dallas North Tollway (variable width right-of-way) for a point for corner;

THENCE South with the centerline of said Dallas North Tollway, the following courses and distances to wit:
South 00°25'44"East a distance of 3371.69 feet to the beginning of a non-tangent curve to the right with a radius of 3272.26 feet, a central angle of 38°23'38" and a chord bearing and distance of South 18°44'51" West, 2151.95 feet;
Southwesterly with said curve, an arc distance of 2192.74 feet to a point for corner;

THENCE with the south line of said Mahard 2003 Partnership. L.P. tract, a part of the way and the north line of said Fields tract, South 89°15'11" West a distance of 1251.08 feet to the **POINT OF BEGINNING** and containing 356.39 acres of land.

Bearing system based on the Texas State Plane Coordinate System per City of Frisco Monument System.

This document was prepared under 22 TAC ξ 663.21. d oes not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

FLOOD STATEMENT: According to Community Panel No. 48085C0255 G and 48085C0260 G , dated January 19, 1996 of the National Flood Insurance Program Map, Flood Insurance Rate Map of The City of Frisco, Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, part of this property is within Zone A which is in a special flood hazard area.

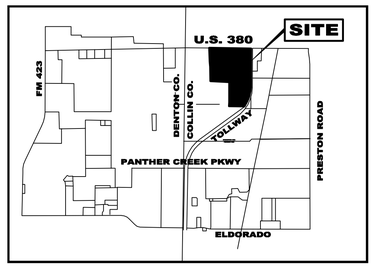
Note: The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

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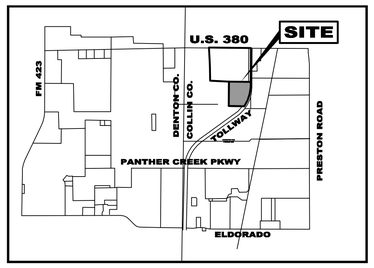
GRAPHIC SCALE IN FEET
200' 0 100' 200' 400'
1" = 200' @ 24" X 36"

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LOCATION MAP
NTS



KEY MAP
NTS



ZONING LEGEND

A: AGRICULTURAL DISTRICT
TH: TOWNHOME DISTRICT
MF: MULTIFAMILY RESIDENTIAL DISTRICT
O-1: OFFICE DISTRICT-1
O-2: OFFICE DISTRICT-2
R: RETAIL DISTRICT
OTC: ORIGINAL TOWN COMMERCIAL
C-1: COMMERCIAL DISTRICT-1
C-2: COMMERCIAL DISTRICT-2
IT: INFORMATION & TECHNOLOGY DISTRICT
I: INDUSTRIAL DISTRICT
PD: PLANNED DEVELOPMENT

OWNER
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 200
Frisco, Texas 75034
Contact : Jim Gandy

OWNER
Ernest Mahard, Jr.
c/o Taylor Advisors, P.C.
4812 Cranbrook Drive West
Colleyville, Texas 76034
Tel. No. 817-835-0345
Contact: Terry Taylor

OWNER
Mahard Egg Farm, Inc.
c/o Taylor Advisors, P.C.
4812 Cranbrook Drive West
Colleyville, Texas 76034
Tel. No. 817-835-0345
Contact: Terry Taylor

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The Mahard 2003 Partnership, LP
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Contact: Terry Taylor

APPLICANT
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(213) 488-0010 (P)
(213) 488-9308 (F)
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Tel. No. 972-770-1300
Fax No. 972-239-3820

EXHIBIT "A" FOR Z # 11-0020

NORTH FRISCO

BEING 356.39 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 148,
COLLIN COUNTY SCHOOL LAND SURVEY ABSTRACT NO. 147
and the H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

DATE : February 6, 2012 KHA JOB NO. 68180002 SHEET 2 OF 2

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This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

AGENDA ITEM #32.



SITE DATA SUMMARY TABLE

ZONING: PD
LAND USE: RETAIL/RESTAURANT, OFFICE, HOTEL, AND RESIDENTIAL

TOTAL LOT AREA	356.4 ACRES (15,524,784 S.F.)
DALLAS NORTH TOLLWAY R.O.W.	22.0 (958,320 S.F.)
FUTURE THOROUGHFARE R.O.W.	10.7 ACRES (466,092 S.F.)
NET ACREAGE	323.7 ACRES (14,100,372 S.F.)
MIN. OPEN SPACE REQUIRED (10%)	32.4 ACRES (1,411,344 S.F.)
	APPROXIMATE AREA
GENERAL OFFICE	7,000,000 S.F.
RETAIL	4,000,000 S.F.
HOTEL	1,000 ROOMS
RESIDENTIAL	4,000 UNITS

1. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR BUILDING HEIGHT DISTRICTS.
2. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR PARKING RATIOS. REQUIRED PARKING WILL BE BASED ON THE PARKING RATIOS IN "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS". AS MIXED-USE DEVELOPMENT EVOLVES ON-SITE, SHARED PARKING WILL BE UTILIZED ACCORDING TO URBAN LAND INSTITUTE SHARED PARKING FORMULAS.
3. 10% OPEN SPACE WILL BE PROVIDED FOR THE OVERALL TRACT (NORTH AND SOUTH COMBINED).

LEGEND

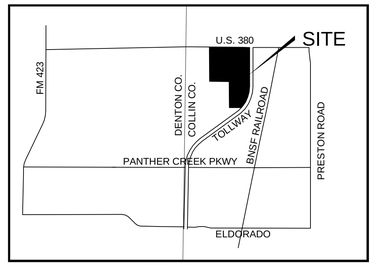
- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS
- FIRE LANE

NOTE

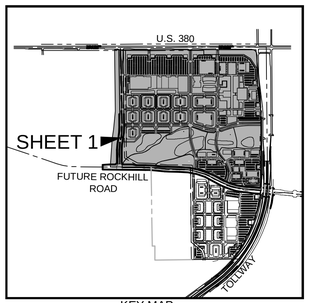
THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

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GRAPHIC SCALE IN FEET
200' 0 100' 200' 400'
1"=200' @ 24"X36"



LOCATION MAP
NTS



KEY MAP
NTS

NORTH FRISCO

BEING 356.39 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
COLLIN COUNTY SCHOOL LAND SURVEY ABST. 147
H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER
Ernest Mahard, Jr.
c/o The Stockbridge Corporation
1820 Preston Park, Suite 1650
Plano, Texas 75093
Tel. No. 972-943-9300
Fax No. 972-943-9301
Contact: G. Gipp DuPree

OWNER
Mahard Egg Farm, Inc.
c/o Terry Taylor
Taylor Advisors, P.C.
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Colleyville, Texas 76034

APPLICANT
Forest City West
949 S. Hope Street
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Tel. No. 972-770-1300
Fax No. 972-239-3820
Contact: Dana Brown

THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY.

No.	REVISIONS	DATE	BY

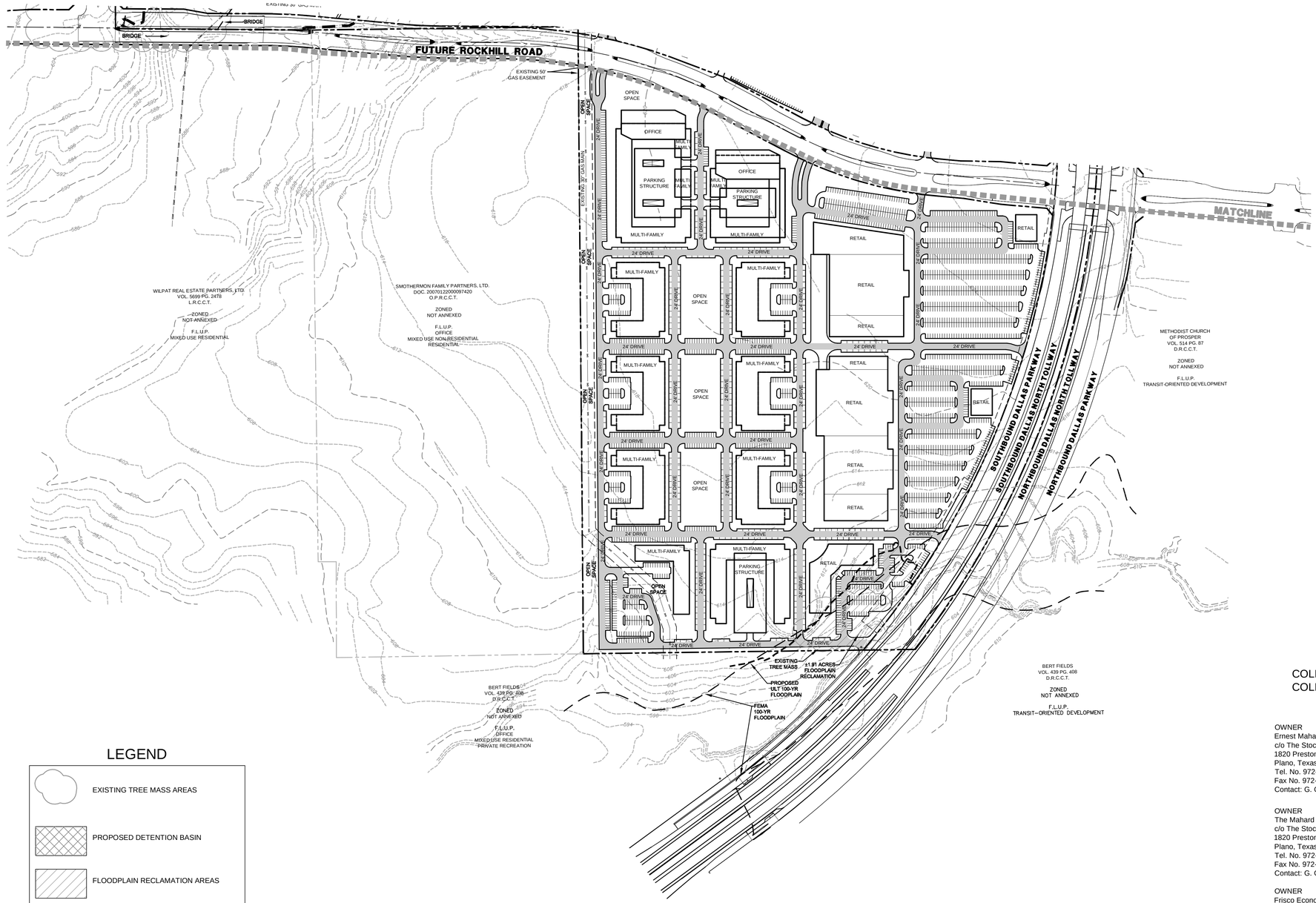
Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

KHA PROJECT 068180001
DATE 2/3/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: GSC
CHECKED BY: KSG

NORTH FRISCO
CITY OF FRISCO
TEXAS

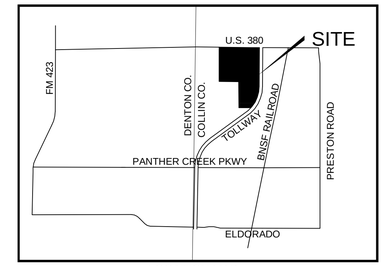
EXHIBIT D
FOR Z#1[illegible]

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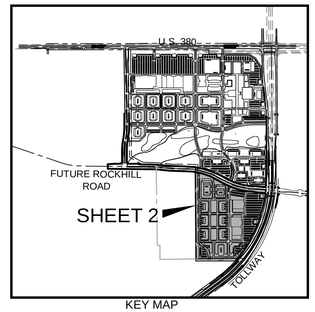


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GRAPHIC SCALE IN FEET
200' 0 100' 200' 400'
1"=200' @ 24"X36"



LOCATION MAP
NTS



KEY MAP
NTS

LEGEND

- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS
- FIRE LANE

NOTE

THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

NORTH FRISCO

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No.	REVISIONS	DATE	BY

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PHONE: 972-335-3580 FAX: 972-335-3779
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DATE 2/3/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: GSC
CHECKED BY: KSG

NORTH FRISCO
CITY OF FRISCO TEXAS

EXHIBIT D
FOR Z#1[illegible]

SHEET NUMBER
2 of 2

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NORTH FRISCO

EXHIBIT E:
ILLUSTRATIVE DIAGRAMS & STREETSCAPE TYPOLOGIES

FEBRUARY 03, 2012



FORESTCITY OMNIPLAN Kimley-Horn and Associates, Inc.

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General

G-1. Illustrative Diagrams 3 - 7

Public Realm

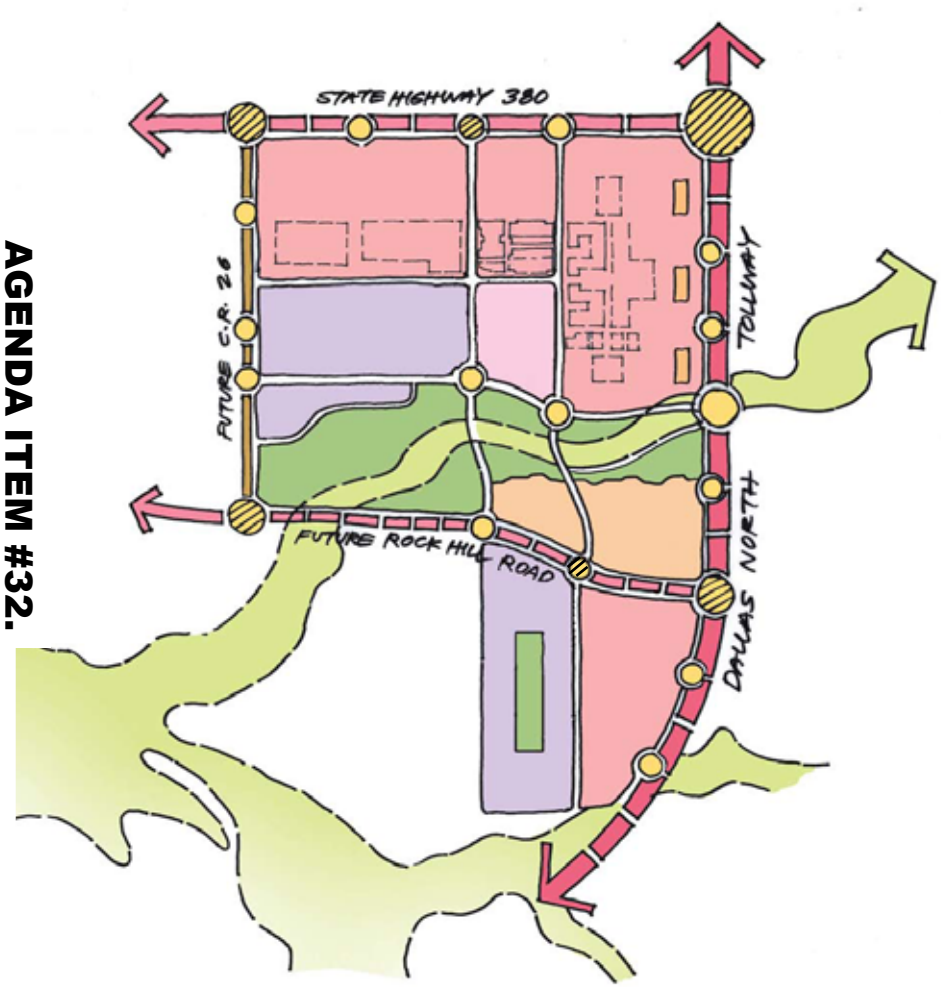
PR-1. Streetscape Typology 8 - 14

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GENERAL

G-1. ILLUSTRATIVE DIAGRAMS

1. DOMINANT LAND USE*



- Signalized Intersection
- Non-signalized Intersection
- Retail
- Office
- Mixed-Use
- Multi-Family
- Green Zone / Open Space

*Plan is illustrative in nature and subject to change
NOTE: All districts are Mixed-Use and may contain either retail, office/ commercial or residential components. Shown is the expected primary use within the district.



*Plan is illustrative in nature and subject to change

GENERAL

G-1. ILLUSTRATIVE DIAGRAMS

2. HEIGHT LIMITS DIAGRAM*

- 500’ Height Limit
- 300’ Height Limit
- 200’ Height Limit
- 100’ Height Limit

GENERAL

G-1. ILLUSTRATIVE DIAGRAMS

3. URBAN DESIGN DIAGRAM*



- Signalized Intersection**
- Non-signalized Intersection
- Dallas North Tollway (limited access)
- US 380 (limited access)
- Primary Arterial (Rock Hill Rd.)
- Secondary Arterial
- Vehicular Access Point
- Green Zone/Open Space

*Plan is illustrative in nature and subject to change
** Proposed signalized intersection subject to Traffic Analysis

G-1. ILLUSTRATIVE DIAGRAMS

4. ULTIMATE BUILD OUT DIAGRAM*



- Retail
- Retail (Pad Sites)
- Office
- Hotel
- Multi-Family

* Plan is illustrative in nature and subject to change
** Location of Fire Station to be identified at a future date at the time of site plan approval.

NOTE: Highway Corridor Zone: On perimeter site locations automotive-related uses shall be permitted by right at the Highway Corridor Zone. Internal site locations subject to site plan submitt

GENERAL

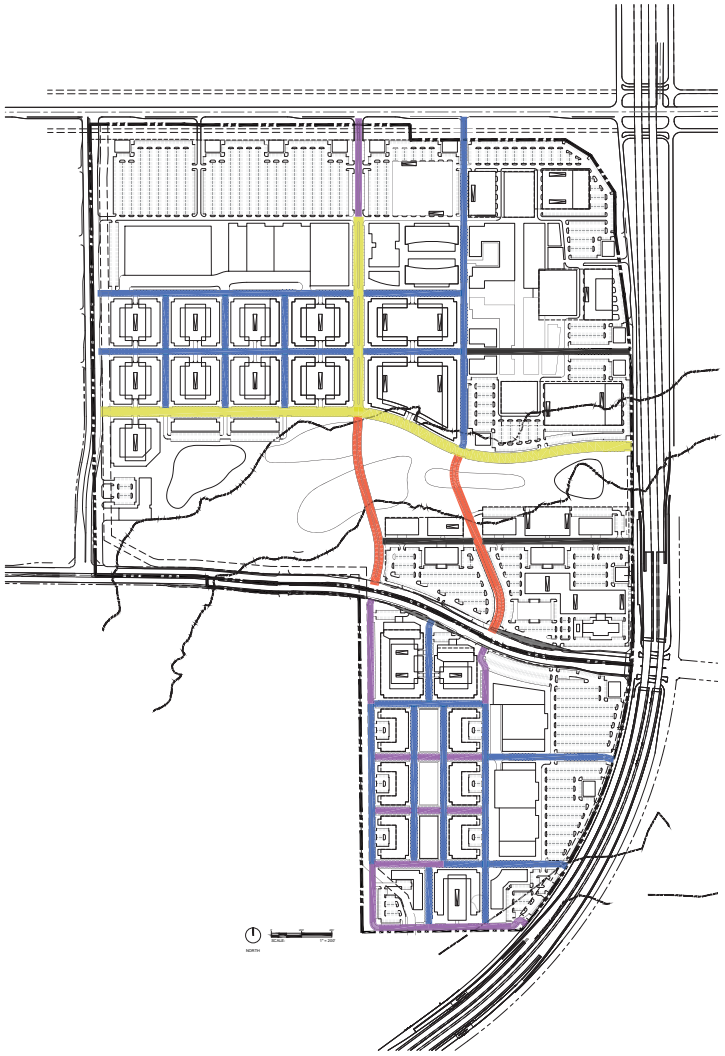
G-1. ILLUSTRATIVE DIAGRAMS

5. ON-SITE GREEN SPACE*



- Hike & Bike Trail (Final location to be determined)
- Scenic Open Space (Floodplain)
- Retention Basin Green Space
- Landscape Setback
- Landscape Treatment
- Plaza Open Space

*Plan is illustrative in nature and subject to change



PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

1. CIRCULATION - ROAD HIERARCHY SYSTEM*

- Streetscape Section A
- Streetscape Section B
- Streetscape Section C
- Streetscape Section D
- Streetscape Section E
- Fire Lane: Refer to Exhibit D

*Plan is illustrative in nature and subject to change

NOTE:

1. Where applicable, angled parking shall be permitted. If angled parking is used, the median will be narrowed, subject to Director approval.
2. Streetscape types A & B developed as residential may include higher ground level ceiling heights to allow for future adaptable retail use.

PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

2. PUBLIC AND PRIVATE STREETS EXHIBIT



Public Streets
Private Streets

*Plan is illustrative in nature and subject to change

PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

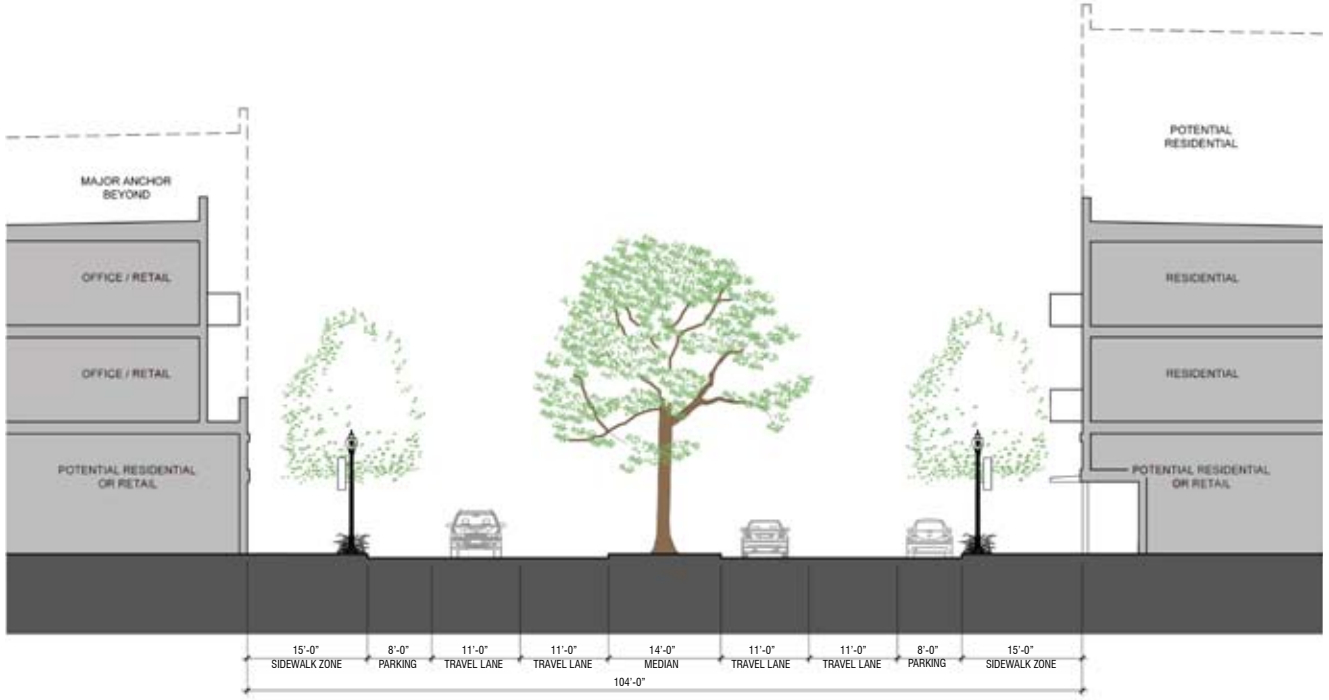
3. STREETSCAPE SECTION 'A' - 4 LANE DIVIDED WITH PARALLEL PARKING

INTENT

To create sidewalks which will be shaded, attractive and provide a feeling of safety in order to encourage pedestrian use.

SIDEWALK ZONE

Including sidewalks, trees/landscape areas, seating, outdoor dining, and 6' minimum pedestrian clear zone for retail or residential sidewalks.



- Angle Parking Permitted Where Applicable

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PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

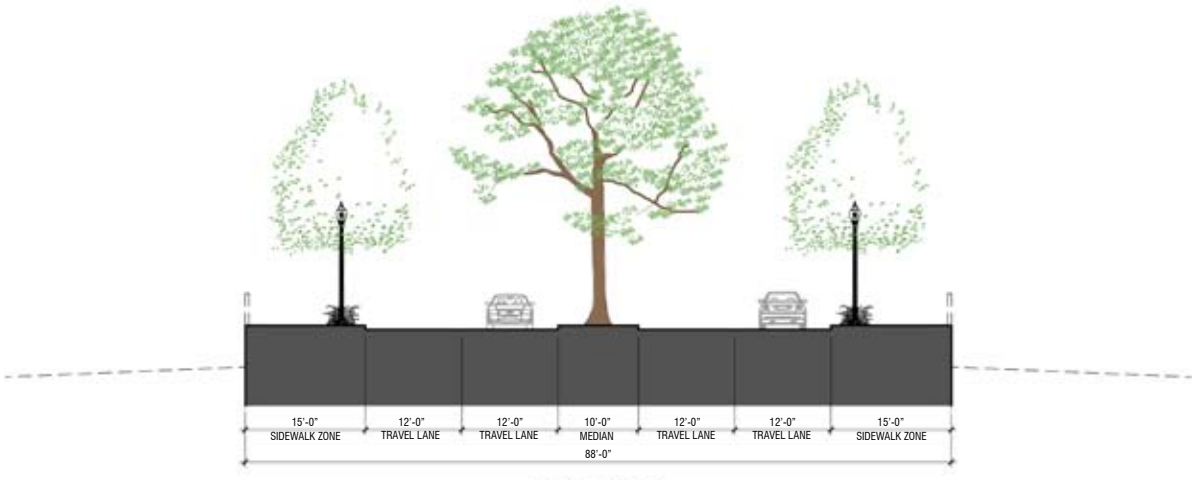
4. STREETSCAPE SECTION 'B' - 4 LANE DIVIDED

INTENT

To create sidewalks which will be shaded, attractive and provide a feeling of safety in order to encourage pedestrian use.

SIDEWALK ZONE

Including sidewalks, trees/landscape areas, seating, outdoor dining, and 6' minimum pedestrian clear zone for retail or residential sidewalks.



- Parallel Parking Permitted Where Applicable

PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

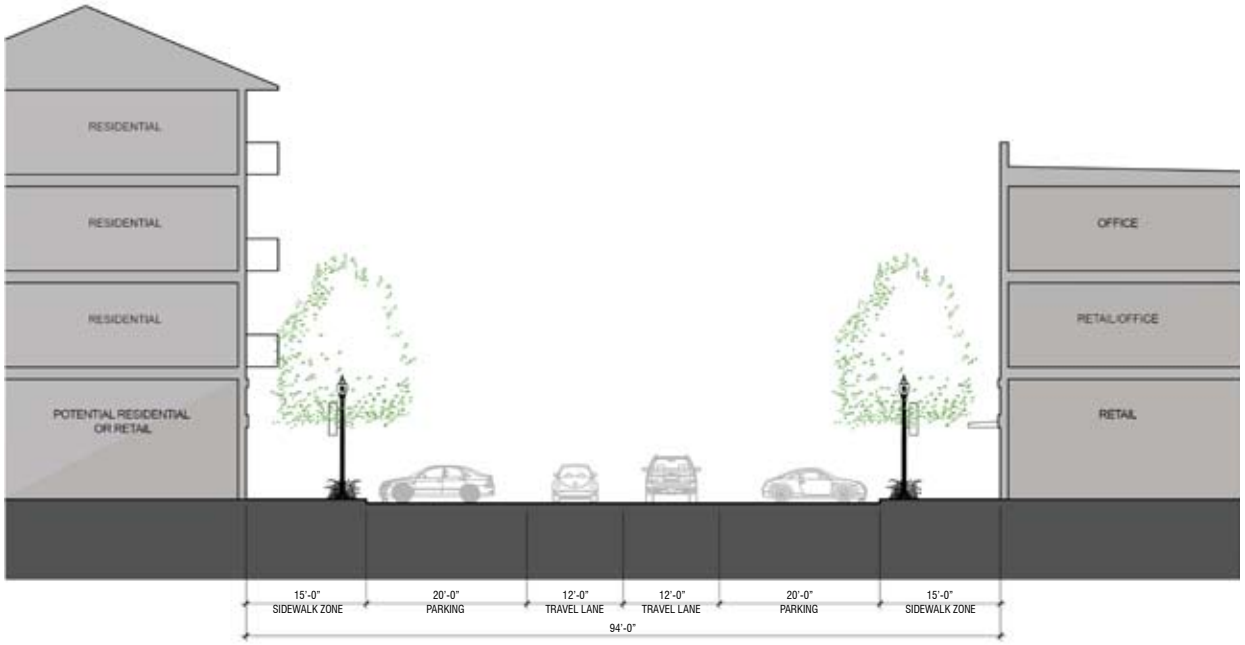
5. STREETSCAPE SECTION 'C' - 2 LANE WITH HEAD-IN PARKING

INTENT

To create sidewalks which will be shaded, attractive and provide a feeling of safety in order to encourage pedestrian use.

SIDEWALK ZONE

Including sidewalks, trees/landscape areas, seating, outdoor dining, and 6' minimum pedestrian clear zone for retail or residential sidewalks.



- Angle Parking Permitted Where Applicable

PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

6. STREETSCAPE SECTION 'D' - 2 LANE WITH PARALLEL PARKING

INTENT

To create sidewalks which will be shaded, attractive and provide a feeling of safety in order to encourage pedestrian use.

SIDEWALK ZONE

Including sidewalks, trees/landscape areas, seating, outdoor dining, and 6' minimum pedestrian clear zone for retail or residential sidewalks.



- Parallel Parking Permitted Where Applicable

PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

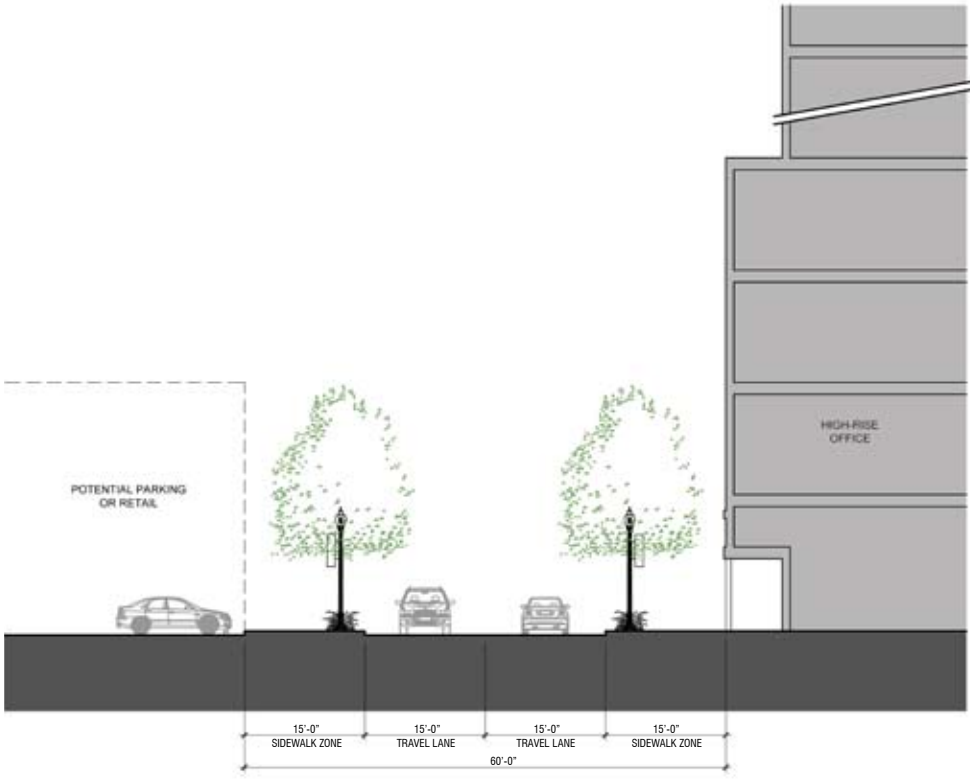
7. STREETSCAPE SECTION 'E' - 2 LANE

INTENT

To create sidewalks which will be shaded, attractive and provide a feeling of safety in order to encourage pedestrian use.

SIDEWALK ZONE

Including sidewalks, trees/landscape areas, seating, outdoor dining, and 6' minimum pedestrian clear zone for retail or residential sidewalks.



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SITE DATA SUMMARY TABLE

ZONING: PD
LAND USE: RETAIL/RESTAURANT, OFFICE, HOTEL, AND RESIDENTIAL

TOTAL LOT AREA	202.4 ACRES (8,814,802 S.F.)
DALLAS NORTH TOLLWAY R.O.W.	16.0 ACRES (698,920 S.F.)
VIRGINIA PARKWAY R.O.W.	8.9 ACRES (387,370 S.F.)
NET ACREAGE	177.5 ACRES (7,728,512 S.F.)
MIN. OPEN SPACE REQUIRED (7%)	12.4 ACRES (541,296 S.F.)

	NORTH OF VIRGINIA PARKWAY		SOUTH OF VIRGINIA PARKWAY		
	AREA	PARKING	AREA	PARKING	TOTAL
GENERAL OFFICE	2,225,000 S.F.	6,675	875,000 S.F.	2,625	3,100,000 S.F.
RETAIL	100,000 S.F.	450	1,200,000 S.F.	5,400	1,300,000 S.F.
HOTEL	500 KEYS	500	N/A	N/A	500 KEYS
RESIDENTIAL	200 UNITS	400	1,000 UNITS	2,000	1,200 UNITS
TOTAL PARKING		8,025		10,025	18,050

1. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR BUILDING HEIGHT DISTRICTS.
2. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR PARKING RATIOS.

NOTE:
THE SITE DRAINS INTO TWO BASINS. A TIMING STUDY IS PROPOSED TO AVOID DETENTION FOR THE PORTION OF THE SITE WHICH DRAINS INTO PARVIN BRANCH.

TYPICAL UTILITY LOCATIONS FOR STREET SECTIONS WITH PARALLEL PARKING
NTS

NOTE:
THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

NORTH FRISCO

BEING 193.00 ACRES
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER
Ernest Mahard, Jr.
c/o The Stockbridge Corporation
1820 Preston Park, Suite 1650
Plano, Texas 75093
Tel. No. 972-943-9300
Fax No. 972-943-9301
Contact: G. Gipp DuPree

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c/o The Stockbridge Corporation
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Tel. No. 972-943-9300
Fax No. 972-943-9301
Contact: G. Gipp DuPree

OWNER
The Smothermon Family
Partnership, Ltd.
P.O. Box 543
Prosper, Texas 75078

APPLICANT
Forest City Development California, Inc.
949 S. Hope Street
Suite 200
Los Angeles, California 90015
Tel. No. 213-488-0010
Fax No. 213-488-9308
Contact : Christopher Curry

REPRESENTATIVE
Kimley Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. 972-335-3580
Fax No. 972-335-3779
Contact: Kevin Gaskey

SURVEYOR
Kimley Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. 972-335-3580
Fax No. 972-335-3779
Contact: Dana Brown

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Z07-0008 (Previously Approved)

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5750 Genesis Court, Suite 200
Frisco, Texas 75034
P.O. Box 1218 Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

EXHIBIT D FOR Z#07-0008- NORTH FRISCO

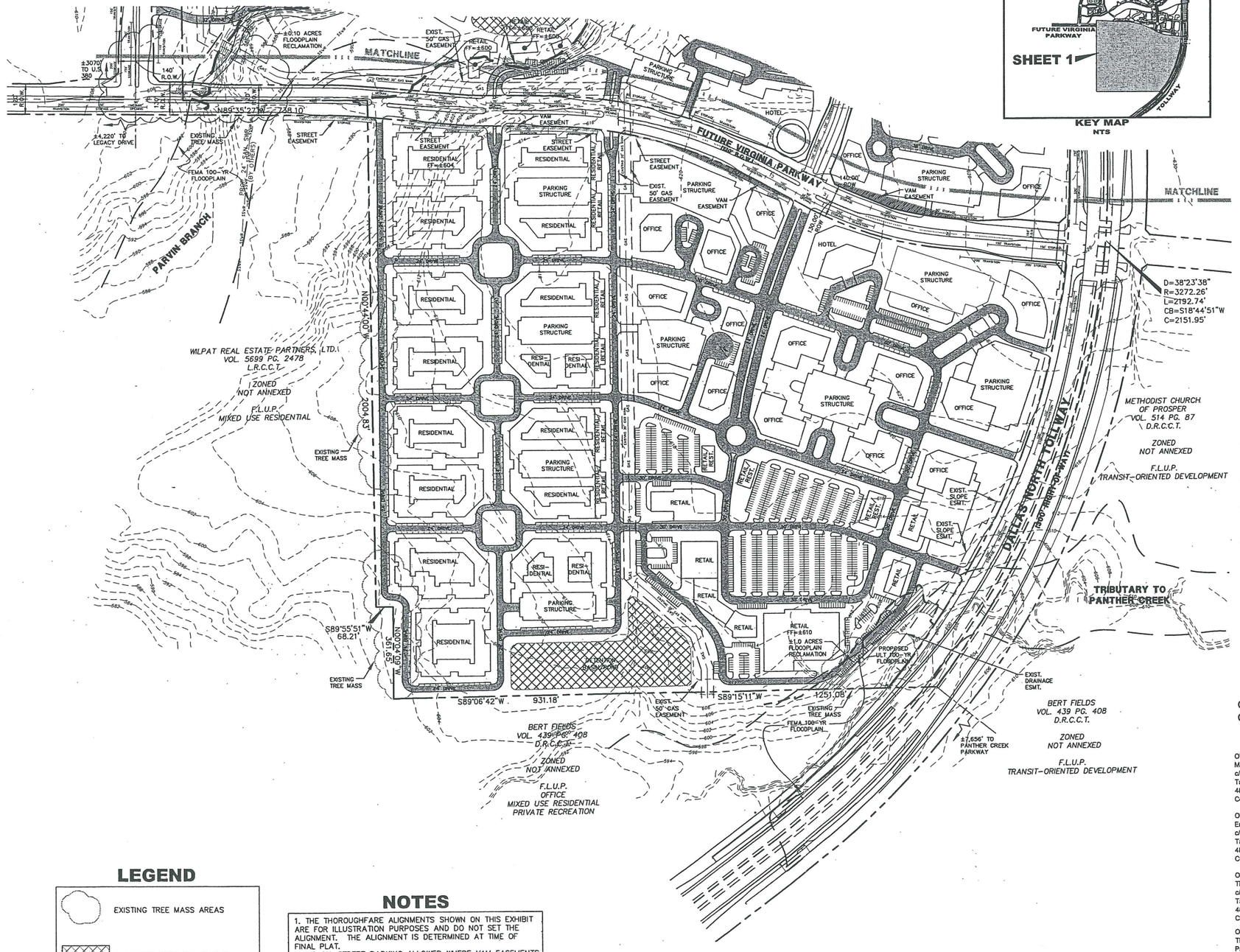
NORTH FRISCO
CITY OF FRISCO, COLLIN COUNTY, TEXAS

EXHIBIT "D"

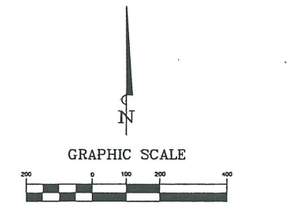
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Drawn by:	JPS
Checked by:	PDK
Date:	April 16, 2007
Project No.	068180001

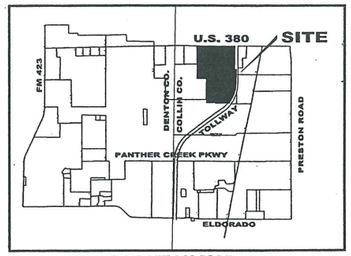
EXH

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Xrefs: x-ntb-cpfrisco x-ntb026 x-rb x-sdp x-xMAIN X_24X36 FC-Frisco X-TOPO X-LEGAL X-TYPICAL UTIL LOCATION STRETCHTION
Images:



KEY MAP
NTS





LOCATION MAP
NTS

SITE DATA SUMMARY TABLE

ZONING: PD
LAND USE: RETAIL/RESTAURANT, OFFICE, HOTEL, AND RESIDENTIAL

TOTAL LOT AREA	410.2 ACRES (17,867,124 S.F.)
DALLAS NORTH TOLLWAY & U.S. 380 R.O.W.	32.7 ACRES (1,424,512 S.F.)
FUTURE THOROUGHFARE R.O.W.	20.8 ACRES (907,108 S.F.)
NET ACREAGE	356.6 ACRES (15,535,504 S.F.)
MIN. OPEN SPACE REQUIRED (10%)	35.7 ACRES (1,553,550 S.F.)

	AREA	PARKING
GENERAL OFFICE	7,000,000 S.F.	23,100
RETAIL	3,200,000 S.F.	14,400
HOTEL	1,000 KEYS	1,000
RESIDENTIAL	4,000 UNITS	8,000
TOTAL PARKING		46,500

1. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR BUILDING HEIGHT DISTRICTS.
2. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR PARKING RATIOS. REQUIRED PARKING OF 46,500 SPACES IS BASED ON THE PARKING RATIOS IN "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS", AS MIXED-USE DEVELOPMENT EVOLVES ON-SITE, SHARED PARKING WILL BE UTILIZED ACCORDING TO URBAN LAND INSTITUTE SHARED PARKING FORMULAS.

NORTH FRISCO

BEING 410.2 ACRES
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABST. 147
H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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P.O. Box 542
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Contact: Diana Smothermon

OWNER
Frisco Economic Development Corporation
6801 Gaylord Parkway, Suite 200
Frisco, Texas 75034
Contact: Jim Gandy

APPLICANT
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Frisco, Texas 75034
Tel. No. 972-335-3580
Fax No. 972-335-3779
Contact: Dana Brown

DATE: MARCH 11, 2008

THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY.

LEGEND

EXISTING TREE MASS AREAS

PROPOSED DETENTION BASIN

FLOODPLAIN RECLAMATION AREAS

NOTES

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
2. NO ON-STREET PARKING ALLOWED WHERE VAM EASEMENTS EXIST.
3. THE STREET LABELED "COLLECTOR STREET" WILL HAVE A 120' RIGHT-OF-WAY TO ALLOW FOR POTENTIAL ON-STREET PARKING AND A LARGER MEDIAN. THE DESIGN OF THIS ROAD WILL NOT BE BASED ON A TYPE "A" THOROUGHFARE UNLESS RESULTS FROM A TRAFFIC IMPACT ANALYSIS DETERMINE THIS IS NECESSARY.

Z07-0026 (Previously Approved)

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Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

EXHIBIT D FOR Z# 07-0026 NORTH FRISCO

NORTH FRISCO

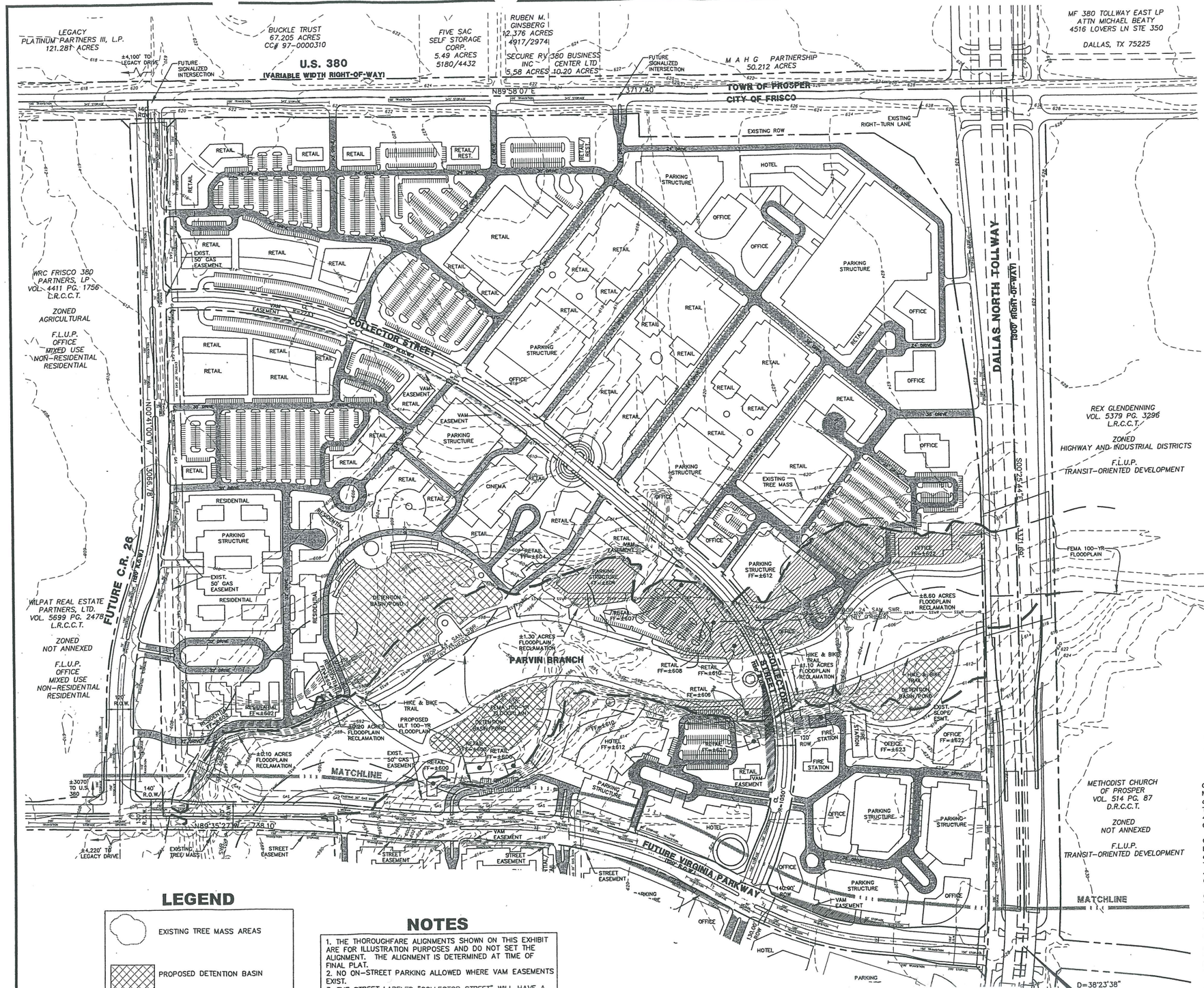
CITY OF FRISCO, COLLIN COUNTY, TEXAS

EXHIBIT "D"

Scale: AS SHOWN
Designed by: TBB
Drawn by: RCG
Checked by: KSG
Date: March 11, 2008
Project No. 68180001

EXH
1 OF 2

File: G:\68180001-Forest City Frisco\Pre-zoning DWG\NorthFrisco Exhibits\NorthFrisco-EXHIBITS.dwg, [SHEET 1 of 2] 3/10/2008 - 3:39pm
Xrefs: XC_LAND FC-Frisco 2-08 ArchD.ctb, c-notes add a new note, delete a note, modify a note, c-notes2007



LEGEND

- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS

NOTES

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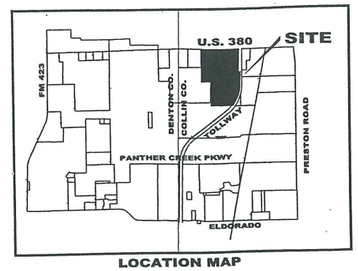
Z07-0026 (Previously Approved)

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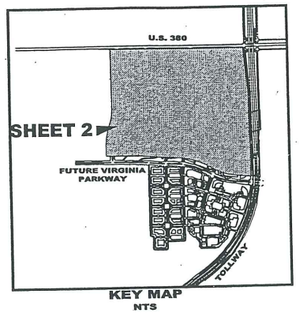
GRAPHIC SCALE

200 0 100 200 400

(IN FEET)
1 inch = 200 ft.



LOCATION MAP
NTS



KEY MAP
NTS

NORTH FRISCO

BEING 410.2 ACRES
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY ABST. 147
H.C. BARNES SURVEY, ABSTRACT NO. 58
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Fax No. 972-335-3779
Contact: Dana Brown

DATE: MARCH 11, 2008

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Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

EXHIBIT D FOR Z# 07-0026 NORTH FRISCO

NORTH FRISCO

CITY OF FRISCO, COLLIN COUNTY, TEXAS

EXHIBIT "D"

Scale:	AS SHOWN
Designed by:	TBB
Drawn by:	RCG
Checked by:	KSG
Date:	March 11, 2008
Project No.	068180001

EXH
2 OF 2

File: G:\068180001-Forest City Frisco\Mxd-Exhibit\EXH Exhibits.mxd [SHEET 2 of 2] 3/10/2008 3:39pm
Xrefs: Z_EXH Exhibits.mxd

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SITE DATA SUMMARY TABLE

ZONING: PD
LAND USE: RETAIL/RESTAURANT, OFFICE, HOTEL, AND RESIDENTIAL

TOTAL LOT AREA	356.4 ACRES (15,524,784 S.F.)
DALLAS NORTH TOLLWAY R.O.W.	22.0 (958,320 S.F.)
FUTURE THOROUGHFARE R.O.W.	10.7 ACRES (466,092 S.F.)
NET ACREAGE	323.7 ACRES (14,100,372 S.F.)
MIN. OPEN SPACE REQUIRED (10%)	32.4 ACRES (1,411,344 S.F.)
	APPROXIMATE AREA
GENERAL OFFICE	7,000,000 S.F.
RETAIL	4,000,000 S.F.
HOTEL	1,000 ROOMS
RESIDENTIAL	4,000 UNITS

1. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR BUILDING HEIGHT DISTRICTS.
2. REFERENCE "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS" FOR PARKING RATIOS. REQUIRED PARKING WILL BE BASED ON THE PARKING RATIOS IN "EXHIBIT C: PLANNED DEVELOPMENT STANDARDS". AS MIXED-USE DEVELOPMENT EVOLVES ON-SITE, SHARED PARKING WILL BE UTILIZED ACCORDING TO URBAN LAND INSTITUTE SHARED PARKING FORMULAS.
3. 10% OPEN SPACE WILL BE PROVIDED FOR THE OVERALL TRACT (NORTH AND SOUTH COMBINED).

LEGEND

- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS
- FIRE LANE

NOTE

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LOCATION MAP
NTS

KEY MAP
NTS

NORTH FRISCO

BEING 356.39 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
COLLIN COUNTY SCHOOL LAND SURVEY ABST. 147
H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER
Ernest Mahard, Jr.
c/o The Stockbridge Corporation
1820 Preston Park, Suite 1650
Plano, Texas 75093
Tel. No. 972-943-9300
Fax No. 972-943-9301
Contact: G. Gipp DuPree

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6801 Gaylord Parkway, Suite 200
Frisco, Texas 75034
Contact: Jim Gandy

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APPLICANT
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Fax No. 213-488-9308
Contact : Jeff Isenstadt

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Tel. No. 972-770-1300
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Contact: Kevin Gaskey

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Tel. No. 972-770-1300
Fax No. 972-239-3820
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No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

KHA PROJECT 068100001
DATE 2/3/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: CSC
CHECKED BY: KSG

NORTH FRISCO
CITY OF FRISCO
COLLIN COUNTY, TEXAS

EXHIBIT D
FOR Z#11-0020

SHEET NUMBER
1 of 2

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LEGEND

- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS
- FIRE LANE

NOTE

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N
W E
S

GRAPHIC SCALE IN FEET
200' 0 100' 200' 400'
1"=200' @ 24"X36"

LOCATION MAP
NTS

KEY MAP
NTS

NORTH FRISCO

BEING 356.39 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND SURVEY ABST. 148
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No.	REVISIONS	DATE	BY

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PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

KHA PROJECT 068160091
DATE 2/3/12
SCALE AS SHOWN
DESIGNED BY: TBB
DRAWN BY: GSC
CHECKED BY: KSG

NORTH FRISCO
CITY OF FRISCO
COLLIN COUNTY, TEXAS

EXHIBIT D
FOR Z#11-0020

SHEET NUMBER
2 of 2

AGENDA ITEM #33.

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: **05/01/2012**

Agenda Caption: Consider and act upon setting dates for the July 2012 City Concil meetings and the first regular meeting in August 2012.

Action Requested: Discussion and action on setting dates for the July 2012 regular city council meetings and the first regular city council meeting in August.

Background Information: Section 3.09(1) of the Frisco City Charter provides that the City Council shall hold at least two (20 regular meetings each month and as many additional meetings as it deems necessary to transact the business of the City; provided, however, the City Council at its sole discretion, determine to hold one (1) regular monthly meeting two (2) months out of the calendar year. In past years, Council has taken this privilege in July and December in order to spend time with family during summer school break and typically, business is slower during these months. It has been suggested that holding the July meeting later in the month would be preferable.

Additionally, the first meeting in August is typically moved due to the National Night Out event.

Alternatives: Take no action at this time.

Staff Recommendation: Staff is looking for direction from Council.