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

5:00 PM

TUESDAY, MARCH 20, 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. Seek legal advice on a matter regarding the City's Self Funded Insurance Program.

   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. Women Veterans Month

5. Recognition of 20 Years of Service for Neil Self

6. Recognition of 20 Years of Service for Rick Kvaal

7. Texas Fire Chief Association / Fire Chief of the Year Award

REPORTS

8. Development Services Activities Monthly Update February 2012

9. Fire Department Monthly Report on Incident Response and Educational Activities, February 2012.

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

11. Police Department's crime statistics and response times for the month of February 2012.

12. Financial Services Department February 2012 Monthly Budget Status Report

13. Convention and Visitors Bureau Monthly Report of Activities, Economic Impact and In-Kind Media Values.

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

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

CONSENT AGENDA

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

15. Consider and act upon approval of the February 16, 2012 Special City Council meeting and the March 6, 2012 Regular City Council meeting minutes. (CSO/JP)

16. Consider and act upon adoption of a Resolution ratifying acquisition by purchase certain property for right-of-way and easements for the construction of and/or improvements to Stonebrook Parkway (Dallas Parkway to Preston Road) (Engineering/AH)

17. Consider and act upon rejection of bids received for the Fairways Lift Station Improvements Project, Bid No. 1212-026 (Engineering/AH)

18. Consider and act upon a Resolution authorizing the City Manager to execute an Escrow Agreement with Papagolos Properties, Ltd. for the payment of escrow in lieu of constructing the south half of Witt Road adjacent to Stonewater Crossing Phase Two Subdivision (Engineering/TF/JF)

19. Consider and act upon approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc. for Professional Design and Engineering Services for the West Rowlett Creek Wastewater Main Extension. (Engineering/DLC)

20. Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Agreement for Construction, Maintenance, and Operation of Safety Lighting Systems within Municipalities by and between the City of Frisco and the Texas Department of Transportation for safety lighting at the US 380 and SH 289 (Preston Road) interchange (Engineering/BM).

21. Consider and Act on a Resolution approving the terms and conditions of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, for funding of one (1) Patrol Officer and authorizing the submission of the grant application by the City Manager or his designee. (Police/GW)

22. Consider and Act upon accepting a bid and approve a resolution authorizing the City Manager to execute a contract with AND, Inc, for mainline irrigation improvements within Harold Bacchus Park and Warren Sports Complex. (Parks/DR)

23. Consider and act upon approval of purchase orders to American Tire Distributors, Inc. for the purchase of tires for Fleet Services during the fiscal year 2012. (Fleet/TJ)

24. Consider and act upon award of Bid #1201-036, cooperative bid for Fire personal protective gear, to North American Fire Equipment Company, Inc. (Fire/TJ)

25. Consider and act upon approval of a purchase order to Tallent Roofing, Inc. for the re-roof of the City building at 6891 Main Street. (Facilities/TJ)

26. Consider and act upon approval of purchase orders with Book Wholesalers Incorporated, for the purchase of additional Library materials in the areas of the adult and youth collections during the fiscal year 2012. (Library/TJ)

27. 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)

REGULAR AGENDA

28. Public Hearing: Annexation Case A12-0002. A proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53. (Development Services/MW)

29. Public Hearing: 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)

30. Discuss leases of cell tower sites in the City and discuss, and possibly act upon, calling a public hearing to amend the Zoning Ordinance regarding regulations relating to cell towers. (PF)

31. Discussion of the implementation of the flashing yellow arrow (FYA) left turn signal display at selected intersections. (Engineering/BM)

32. Consider and Act Upon Approval of Amendment to Ordinance No. 11-09-41 Adopting the City of Frisco Fiscal Year 2012 Budget (Financial Services/AC)

33. Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Economic Development Corporation Fiscal Year 2012 Budget (Financial Services/AC)

34. Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Community Development Corporation (FCDC) Fiscal Year 2012 Budget (Financial Services/AC)

35. Consider and act upon approval of purchase orders to Caldwell County Chevrolet for purchase of six (6) Police pursuit sport utility vehicles. (Police/TJ()

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

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

ADJOURN

CERTIFICATION

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

By Friday, March 16, 2012 at 6:00 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 #8.

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE FEBRUARY 2012

DEVELOPMENT SERVICES

February 1, 2012 – February 29, 2012

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

By The Numbers For February 2012

94
Single Family Building Permits

1
Commercial Building Permits [1]
2,452 sq ft

124,249
Population YTY[4] **+ 3.1%**

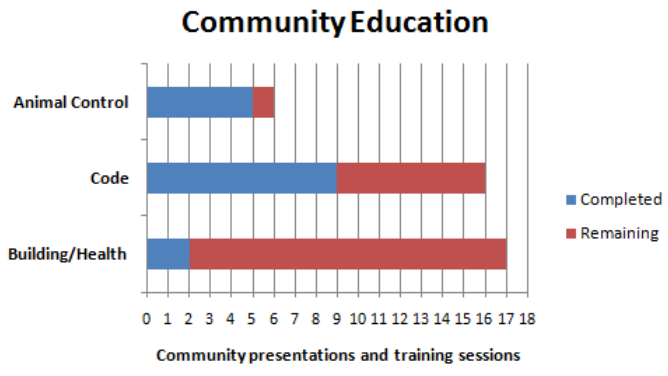
KEY PERFORMANCE INDICATORS

	FY09-10	FY10-11	FY 11-12	FY 12 February		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	Feb [6]	Status [7]
Single Family Permits Issued	468	484	418	104	94	↓
Commercial Permits Issued [2]	128	124	121	34	29	↓
Commercial Square Footage [3]	250,659	208,531	70,504	7,909	2,452	↓
All Other Permit Types [5]	2,481	2,837	3,671	600	766	↑
Building Inspections	14,319	15,342	16,434	2,784	3,210	↑
Health Inspections (food establishments)	629	695	452	119	123	↑
Calls for Service – Code Enforcement	1231	1133	1759	169	364	↑
Calls for Service – Animal Control[8]	1728	1528	3051	303	614	↑
Development Applications						
Zoning Changes	4	4	18	2	4	↑
Preliminary Plat	6	5	11	3	3	↑
Preliminary Site Plans	6	9	15	0	2	↑
Site Plans	36	37	58	14	17	↑
Final Plats and Replats	22	31	58	6	14	↑

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

RECENT HIGHLIGHTS

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



DETAILED DATA IS AVAILABLE F

REPRESENTED IN THIS UPDATE

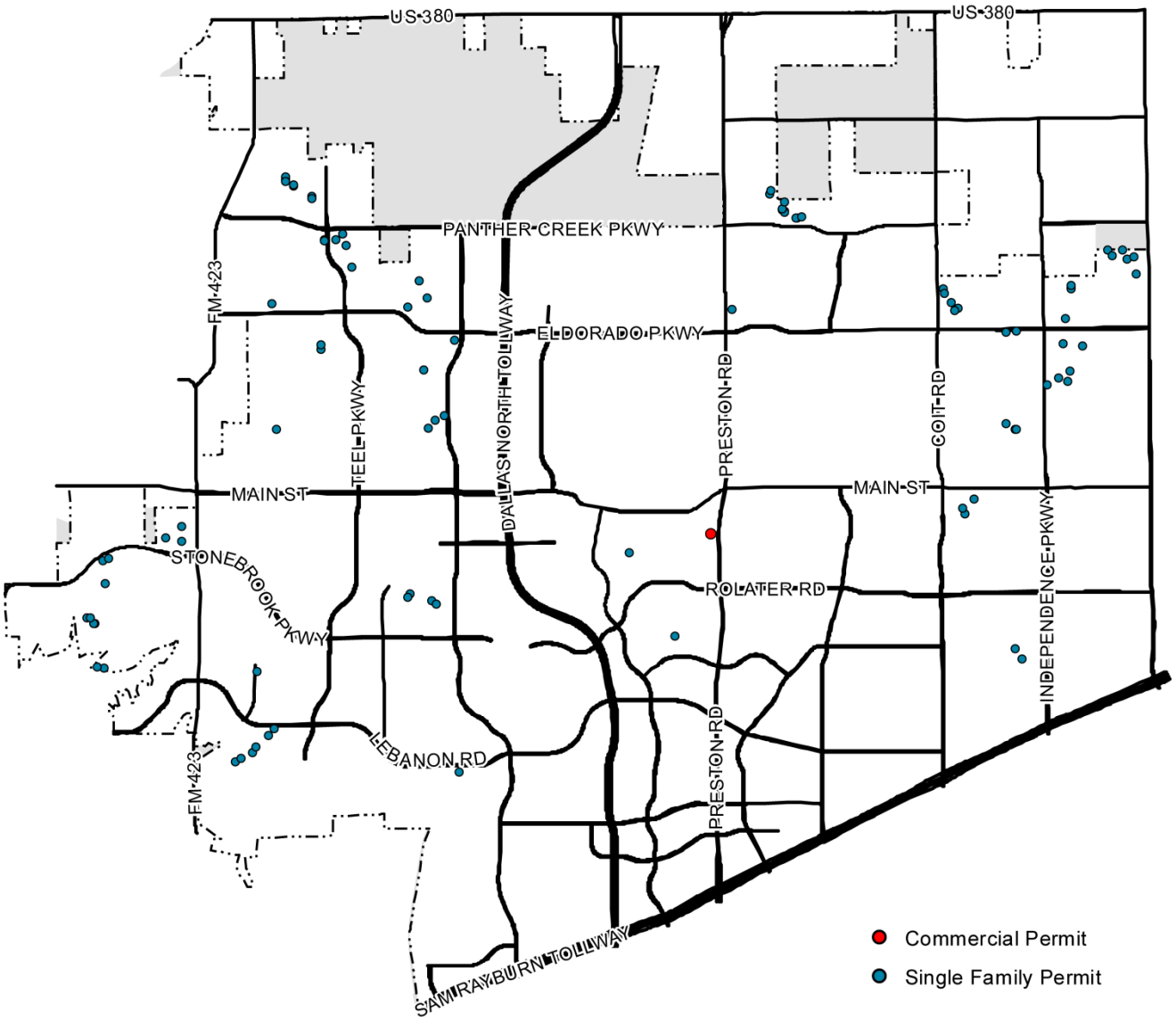
SIGNIFICANT ACTIVITIES

Code Enforcement verified that the APAC Asphalt Company, located on SH 121 at Independence Parkway, has removed their used oil from site. The used oil tank was drained where it could be accessed and transferred to another location outside of Frisco.

Code Enforcement worked in Preston North Mobile Home subdivision to clear utility alleyways.

The Planning & Zoning Commission reviewed and recommended approval of the Forest City and Smothermon Planned Development District request for a future 410-acre mixed-used development located at the southwest corner of U.S. 380 and the Dallas North Tollway.

NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #9.

FRISCO FIRE DEPARTMENT

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

Memorandum

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

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

From: **Mack Borchardt, Fire Chief**

Date: **March 20, 2012**

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

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

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

Report Analysis: Activity Report for February 2012 is below:

1. ***Incident Analysis*** –

- *February 2012* – The Fire Department responded to 582 calls during the month of February, including 289 emergency medical calls and 72 motor vehicle accidents.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	0	0.00%
2	Vehicle Fires	0	0.00%
3	Grass Fires	3	0.52%
4	Smoke / Alarm Investigation	77	13.23%
5	Motor Vehicle Accidents	72	12.37%
6	Medical Calls	289	49.66%

FRISCO FIRE DEPARTMENT

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	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	2	0.34%
8	Mutual Aid (EMS)	1	0.17%
9	Other	138	23.71%
10	**Total Monthly Alarms**	**582**	**100.00%**

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

   - *February 2012* – 263 fire safety inspections and 200 SAFER plans were completed in February 2012. 137 new construction inspections were performed by the Fire Marshal's Office in February.

3. ***Response Time Analysis*** –

   - Average monthly response times for February 2012 by District:

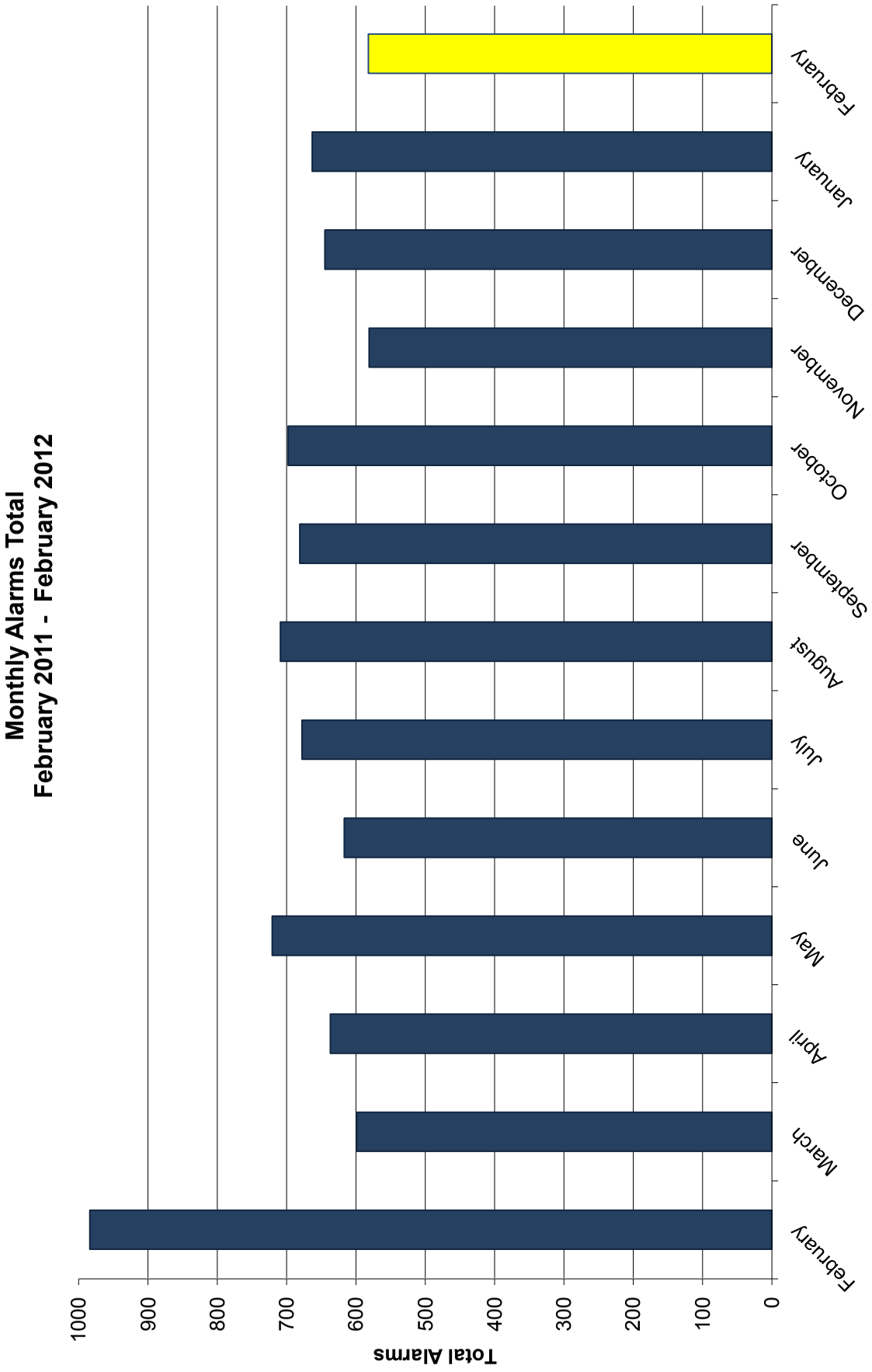
1	District 1	5:03
2	District 2	4:19
3	District 3	4:50
4	District 4	5:59
5	District 5	5:17
6	District 6	4:34
Overall Average Response Time, City		**4:59**

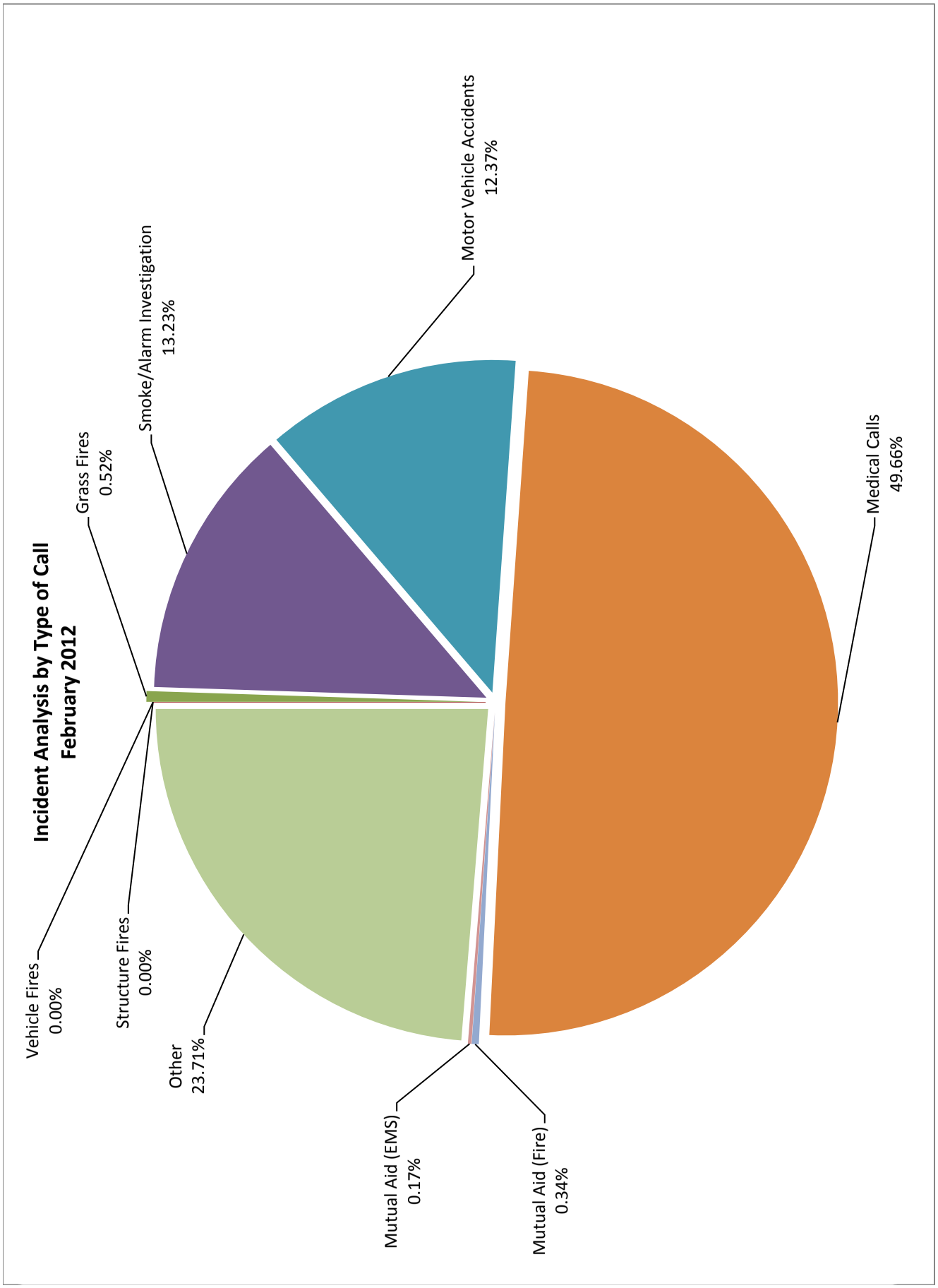
Supporting Documents: Supporting documents include the following items:

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

Frisco Fire Department Monthly Summary
February 2011 - February 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
February	3	2	2	226	71	339	9	4	328	984
March	1	0	4	65	57	322	4	2	144	599
April	4	3	5	98	80	311	10	1	125	637
May	3	2	1	110	89	352	1	2	161	721
June	2	2	4	96	66	301	11	2	133	617
July	0	4	7	91	70	320	3	1	182	678
August	1	3	5	102	74	331	11	5	177	709
September	1	2	5	92	73	338	10	5	155	681
October	0	5	3	88	110	305	1	0	186	698
November	2	2	1	91	79	279	2	1	124	581
December	2	3	1	100	65	305	2	1	166	645
January	1	2	4	100	77	334	4	3	138	663
February	**0**	**0**	**3**	**77**	**72**	**289**	**2**	**1**	**138**	**582**
2011-2012 Grand Totals	20	30	45	1336	983	4126	70	28	2157	8795


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



AGENDA ITEM #9.

Frisco Fire Department Incident Analysis February 2001 - February 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	**Total Alarms**
2001	35	20	36	493	445	1524	30	31	615	**3229**
2002	30	26	40	635	460	1962	27	28	798	**4006**
2003	26	27	46	813	630	1975	25	55	991	**4588**
2004	21	15	23	703	681	2207	20	42	1235	**4947**
2005	33	41	75	806	731	2583	31	65	1460	**5825**
2006	31	37	85	1042	782	2809	32	42	1440	**6300**
2007	35	20	23	1065	775	2961	21	20	1610	**6530**
2008	27	32	20	1036	701	3237	45	42	1742	**6882**
2009	35	27	32	1021	792	3282	92	192	1773	**7246**
2010	24	25	20	1210	791	3533	59	21	1751	**7434**
2011	20	28	40	1276	890	3807	70	25	2030	**8186**
2012	**1**	**2**	**7**	**177**	**149**	**623**	**6**	**4**	**276**	**1245**

FRISCO FIRE DEPARTMENT

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Frisco Fire Department Public Education Summary

February 2011

Classes	Number	Students
CPR	1	19
First Aid	1	19
Fire Station Tours	13	147
Frisco Fire Safety Town Educational Tours	20	165
Frisco Fire Safety Town Programs	23	901
Birthday Parties	17	544
Block Parties	None	0
Community Education Event ➢ Community Helpers @ Corbell Elementary (84) ➢ Fire Safety Presentation X2 @ Station 2 (102)	3	186
Total Audience		1981

"4th Grade Severe Weather Class At Safety Town"



AGENDA ITEM #10.

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

Frisco Public Works

Memorandum

To: City Council

From: Gary Hartwell

CC: Henry Hill

Date: March 7, 2012

Re: Monthly Report for February, 2012

We recorded 1.7 inches of rainfall in February and used 418.1 million gallons of water for the month. Our average usage was 14.4 million gallons per day (mgd) or about 116 gallons per person per day (gpcd). Our daily water usage ranged from a minimum of 11.4 mgd (92 gpcd) on February 11 to a maximum of 18.0 mgd (145 gpcd) on February 29.

The February bacteriological and disinfectant by-product samples all tested negative for any contamination. All of our chlorine samples tested within the normal limits for water quality.

We installed 110 water meters in February and we televised 97 private service lines for new homes.

Our licensed irrigators performed 79 free irrigation check-ups in February, of which 23 were for violations, 44 for new registrations, four for high water bill checks, and eight were for commercial check-ups. We only performed 19 check-ups in February of last year. We now have about 2,863 water customers signed up to receive the free e-mail for weekly watering advice, more than 100 from last month. We have completed about 6,380 check-ups since this program began.

We inspected 128 fire hydrants and 377 manholes for proper operation. We repaired 13 sidewalks and installed/replaced 155 traffic signs in February.

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

With the NTMWD reporting data delayed by one month, we collected about 2,720 residential tons and about 3,100 tons of commercial solid waste in January. Curbside recycling was about 1,220 tons in January.

Public Works Monthly Report To Council

	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12
Monthly Rainfall (Inches)	1.0	0.2	2.8	7.1	1.7	0.0	1.4	1.0	4.1	1.4	4.7	7.1	1.7
Productivity													
Street - Sidewalk Hazards Repaired/Month	4	9	9	10	8	7	5	7	8	8	7	7	13
Traffic - Signs Installed Per Week	19	29	20	60	36	55	95	20	44	21	16	25	37
Water - Fire Hydrants Inspected Per Day	29	35	29	40	35	35	51	31	42	21	22	10	6
Sewer - Manholes Inspected Per Month	148	173	247	184	79	114	322	255	169	205	222	230	377
Meter - Meters Installed Per Day	5	7	6	7	6	5	6	5	4	6	4	4	5
Street Sweeping (Curb Miles)	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0	658.0
Free Irrigation Check-ups	19	125	147	127	165	159	206	176	127	223	91	47	79
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	407.1	644.9	704.2	685.2	1,119.1	1,447.8	1,452.6	1,296.8	916.4	568.5	447.3	451.5	418.1
Gallons Per Person Per Day	121.2	173.1	194.6	194.6	307.3	383.6	383.7	352.9	240.7	154.0	116.9	117.7	116.3
Bacteriological Samples Passing (100/Month)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
DBP Samples Passing (4/Quarter)		100%			100%			100%			100%		
Meter Division													
New Meters Installed	106	160	116	136	139	103	139	114	85	110	83	86	110
Construction Fire Hydrant Meters Rented	70	77	68	88	101	117	106	94	102	96	89	88	99
ROW Inspections													
Right of Way Permits Issued	39	55	70	49	64	67	63	73	218	243	200	283	243
Private Sewer Service Lines Televised	97	164	119	119	172	114	212	131	98	100	93	95	97
Environmental Services Division													
Residential Tonnage	2271.2	2,780.9	2,839.3	2,823.8	2,935.7	2,505.8	2,562.8	2,508.4	2,300.9	2,622.9	Delayed	2,720.5	Delayed
Residential Citizen Use	192.1	337.8	332.4	305.0	346.9	370.9	290.8	231.7	308.2	297.8	Delayed	313.3	Delayed
Commercial Tonnage	2527.5	3,007.7	3,040.5	3,386.5	3,090.8	2,897.4	3,188.3	2,927.0	2,942.8	2,887.8	Delayed	3,099.9	Delayed
Curbside Recycling Tonnage	899.4	1,076.2	1,022.3	1,028.6	1,070.1	866.9	978.0	950.6	913.0	1,073.1	Delayed	1,222.4	Delayed
Compost (Yardwaste) Tonnage	96.7	436.2	341.2	225.6	206.6	151.8	146.7	130.1	130.9	136.2	Delayed	146.0	Delayed
Landfill Tonnage	638.0	837.8	655.7	916.6	872.3	1,471.7	1,007.4	1,007.9	950.3	705.6	Delayed	844.8	Delayed
*Cardboard (New Move-Ins) Tons	0.6	2.7	1.2	3.6	5.1	6.3	3.2	4.4	3.0	4.4	Delayed	2.1	Delayed

Public Works Monthly Report To Council

Annual Totals	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Monthly Rainfall (Inches)	52.8	37.9	66.7	34.4	35.1	68.1	38.9	41.8	31.3	26.9	8.8		
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	10		
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	31		
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	8		
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	304		
Meter - Avg Meters Installed Per Day	ND	ND	ND	ND	ND	9	6	4	5	6	5		
Street Sweeping (Curb Miles)	4,839.2	6,106.0	6,020.0	3,206.3	10,334.5	10,260.5	12,646.5	12,750.1	7,896.0	7,896.0	1,316.0		
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	126		
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	4,926.9	5,912.0	5,588.3	7,767.0	8,033.6	6,890.1	8,612.4	7,628.9	8,862.2	10,111.0	869.6		
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	117.0		
Bacteriological Samples Passing (90/Month)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Chlorine Samples Passing (6/Day)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%	100%		
Trihalomethane Samples Passing (4/Quarter)	100%	100%	100%	100%	100%	100.0%	100%	100%	100%	100%			
Meter Division													
New Meters Installed	3,390	3,299	3,626	3,714	3,582	1,931	1,450	1,049	1,338	1,406	196		
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	187		
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	526		
Private Sewer Service Lines Televised	3,361.0	3,213	3,957	4,398	4,124	2,079	1,327	1,048	1,557	1,527	192		
Environmental Services Division													
Residential Tonnage	21,702.3	25,082.4	26,991.5	24,522.1	26,239.4	29,278.1	30,701.0	28,668.9	31,763.4	28,674.9	2,720.5		
Residential Citizen Use	1,123.5	2,035.7	2,188.0	2,197.1	2,265.0	2,214.7	2,609.1	2,356.3	3,044.9	3,264.4	313.3		
Commercial Tonnage	19,973.0	21,987.3	25,495.6	25,619.1	28,631.0	31,026.4	32,465.6	29,591.6	34,735.8	32,658.8	3,099.9		
Curbside Recycling Tonnage	2,115.0	2,592.0	4,587.5	7,893.0	10,342.5	10,802.9	11,750.5	10,705.6	12,203.8	10,939.7	1,222.4		
Compost (Yardwaste) Tonnage	920.0	1,493.0	1,498.3	1,504.0	1,124.9	1,799.4	2,020.9	2,233.1	2,485.2	2,119.3	146.0		
Landfill Tonnage	5,366.2	18,005.2	25,220.2	22,546.6	23,481.6	26,414.8	27,148.7	16,904.5	9,119.5	10,161.2	844.8		
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	36.4	2.1		

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

Performance measures

COUNCIL STRATEGIC FOCUS **January 2012**

Sustainable city				% Change
	Residential Services	**2012**	**2011**	
	# of households	37,035	35,672	3.82%
	Tonnage - trash	2,720.46	2,523.10	7.82%
	Tonnage -recycling	1,222.44	1,061.54	15.16%
	Lbs per household recycling	66.02	59.52	10.92%
	Lbs per household trash	147	141	3.85%
	Diversion Rate (r vs t)	31.00%	29.61%	4.69%
	Commercial Services			
	Tonnage - trash	3,099.88	2,762.70	12.20%
	# Dumpster Accounts	769	630	22.06%
	# Compactor Accounts	74	66	12.12%
	# Commercial carts	152	144	5.56%
	# of roll offs	17	18	-5.56%
	Lbs per cu yd (D)	85	62	36%
	Lbs per cubic yard (CO)	305	283	8%
	Construction Waste Services			
	# Accounts (Champion)	55	41	34.15%
	C & D Landfill Tonnage	798.01	1,065.44	-25.10%
	# of hauls per month (Champion)	107	86	24.42%
	# of hauls per month (IESI)	260	207	25.60%
Public Health and Safety	# of participants hhw	401	342	17.25%
Infrastructure	Roadside litter pick up (hours cleaned)	43	11	290.91%
Civic Involvement				
	# of educational presentations	14	10	40%
	# of citizens reached	7635	1950	292%
	# of streets adopted	56	51	10%
	# of volunteer hours	91	60	52%
	Cost savings to City	$1,842.75	1215	52%
	# of participants chunk your junk/quarterly	N/A	N/A	
Excellence in City Government				
Call center work orders	Misc	788	1045	-25%
	# of newcomer packets	326	282	16%
	# of deliveries - carts	74	86	-14%
	Total	1188	1413	-16%
Long Term Financial Health	Used Cardboard Sales	$420.36	$485.66	-13%

AGENDA ITEM #11.

Frisco Police Department
City of Frisco, Texas

Governance Monitoring Staff Report

To: **The Honorable Maher Maso, Mayor, and the Frisco City Council**
Thru: **George Purefoy, City Manager**
From: **Todd Renshaw, Chief of Police**
Date: **3/15/2012**
Re: **Monthly Report – February 2012**

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

Comparative Data:
Uniform Crime Index Offenses decreased by 13 incidents from January.

Report Analysis:
There was a decrease in assaults, with 39 reported assaults; 29 were family violence assaults.

Burglaries decreased by 13 incidents overall. Habitation burglaries decreased by six. Of the 12 habitation burglaries reported, force was used to gain entry in five homes. Three homes were entered through an open garage door and four had no signs of forced entry and it is unknown how entry was made.

Building burglaries decreased by 7 incidents. Ten of the 22 buildings burglarized were under construction.

Burglaries of Motor Vehicle (BMV) decreased by 13 incidents from last month. Nine of the 28 BMVs reported were entered by force; 17 were left unlocked, and it is unknown how entry was made in two vehicles. Only four of the 9 vehicles entered by force were parked at a residence location; however, 11 of the 17 unlocked vehicles burglarized were parked at a residence location.

Motor Vehicle Thefts (MVTs) increased with six vehicles reported stolen in January.

Supporting Documents:
FPD statistics for February 2012

Staff Recommendation:
None.

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

MONTHLY REPORT
February 2012
PART 1 OFFENSES

POPULATION DATA	
February-11	120,169
February-12	124,249

	MONTHLY				YEAR TO DATE					
Offense Category	**Monthly Totals**	**Previous Month's Totals**	**Amount of Change**	**Percent Increase/ Decrease**	**YTD 2012**	**2012 Per 1000/capita**	**YTD 11**	**2011 Per 1000/capita**	**Amount of Change**	**Percent Increase/Decrease**
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**1**	**0.01**	**-1**	**-100.00**
Rape	**1**	**3**	**-2**	**-66.67**	**4**	**0.03**	**0**	**0.00**	**4**	***NC**
Robbery	**1**	**1**	**No Change**	**0.00**	**2**	**0.02**	**1**	**0.01**	**1**	**100.00**
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	1	1	No Change	0.00	2	0.02	1	0.01	1	100.00
Assaults	**39**	**51**	**-12**	**-23.53**	**90**	**0.72**	**91**	**0.76**	**-1**	**-1.10**
Aggravated	4	7	-3	-42.86	11	0.09	12	0.10	-1	-8.33
Other Assaults	35	44	-9	-20.45	79	0.64	79	0.66	No Change	0.00
Burglary	**34**	**47**	**-13**	**-27.66**	**81**	**0.65**	**79**	**0.66**	**2**	**2.53**
Habitation	12	18	-6	-33.33	30	0.24	28	0.23	2	7.14
Building	22	29	-7	-24.14	51	0.41	51	0.42	No Change	0.00
Theft	**146**	**132**	**14**	**10.61**	**278**	**2.24**	**271**	**2.26**	**7**	**2.58**
Burglary Vehicle	28	41	-13	-31.71	69	0.56	73	0.61	-4	-5.48
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	1	0.01	-1	-100.00
Thefts	112	88	24	27.27	200	1.61	173	1.44	27	15.61
Motor Vehicle Theft	6	3	3	100.00	9	0.07	24	0.20	-15	-62.50
TOTAL OFFENSES	**221**	**234**	**-13**	**-5.56**	**455**	**3.66**	**443**	**3.69**	**12**	**2.71**

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

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

TRAFFIC ACCIDENT SUMMARY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Motor Vehicle Accidents	104	119	-15	-12.61	223	1.79	225	1.87	-2	-0.89
Injury Accidents	47	57	-10	-17.54	104	0.84	74	0.62	30	40.54
Number Transported	39	48	-9	-18.75	87	0.70	52	0.43	35	67.31
Fatality Accidents	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Fatalities	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
High Accident Location(s)	0	0								
Criteria: 5 or more accidents at location										

PATROL ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Calls for Service	4,333	4,521	-188	-4.16	8,854	71.26	9,357	77.87	-503	-5.38
Citations*	2,531	2,037	494	24.25	4,568	36.76	2,578	21.45	1990	77.19
Red Light Camera Summons	510	436	74	16.97	946	7.61	0	0.00	946	*NC
9-1-1 Calls	3,563	3,854	-291	-7.55	7,417	59.69	7,115	59.21	302	4.24

**Speeding: 1,402; Red Light: 14; Stop Sign: 93*

CRIMINAL INVESTIGATION ACTIVITY

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Cases Assigned	684	640	44	6.88	1,324	10.66	1,258	10.47	66	5.25
Cases Cleared	947	1039	-92	-8.85	1,986	15.98	1,861	15.49	125	6.72
Cases Inactive	214	283	-69	-24.38	497	4.00	546	4.54	-49	-8.97
Cases Unfounded	20	12	8	66.67	32	0.26	21	0.17	11	52.38
Cases Filed (Collin County)	137	119	18	15.13	256	2.06	249	2.07	7	2.81
Juvenile Cases Filed (Collin)	13	17	-4	-23.53	30	0.24	26	0.22	4	15.38
Cases Filed (Denton County)	21	27	-6	-22.22	48	0.39	35	0.29	13	37.14
Juvenile Cases Filed (Denton)	2	1	1	100.00	3	0.02	2	0.02	1	50.00

DWI AND ADULT ARRESTS

	MONTHLY				YEAR TO DATE					
ACTIVITY	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
DWI Arrests	22	22	No Change	0.00	44	0.35	47	0.39	-3	-6.38
Adult Arrests	231	256	-25	-9.77	487	3.92	379	3.15	108	28.50

JUVENILE DATA

	MONTHLY				YEAR TO DATE					
Offense Category	Monthly Totals	Previous Month's Totals	Amount of Change	Percent Increase/ Decrease	YTD 2012	2012 Per 1000/capita	YTD 11	2011 Per 1000/capita	Amount of Change	Percent Increase/Decrease
Murder	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Rape	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Robbery	**0**	**0**	**No Change**	***NC**	**0**	**0.00**	**0**	**0.00**	**No Change**	***NC**
Individual	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Business	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Assaults	**0**	**2**	**-2**	**-100.00**	**2**	**0.02**	**3**	**0.02**	**-1**	**-33.33**
Aggravated	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Other Assaults	0	2	-2	-100.00	2	0.02	3	0.02	-1	-33.33
Burglary	**0**	**2**	**-2**	**-100.00**	**2**	**0.02**	**0**	**0.00**	**2**	***NC**
Habitation	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Building	0	2	-2	-100.00	2	0.02	0	0.00	2	*NC
Theft	**7**	**3**	**4**	**133.33**	**10**	**0.08**	**8**	**0.07**	**2**	**25.00**
Burglary Vehicle	0	0	No Change	*NC	0	0.00	3	0.02	-3	*NC
Burglary Coin-Op Machine	0	0	4	133.33	0	0.00	0	0.00	No Change	100.00
Thefts	7	3	4	133.33	10	0.08	5	0.04	5	100.00
Motor Vehicle Theft	0	0	**No Change**	***NC**	0	**0.00**	0	**0.00**	**No Change**	***NC**
Runaway	0	1	**-1**	**-100.00**	1	**0.01**	0	**0.00**	**1**	***NC**
Other	**3**	**4**	**-1**	**-25.00**	**7**	**0.06**	**7**	**0.06**	**No Change**	**0.00**
Drug/Alcohol Offenses	2	3	-1	-33.33	5	0.04	4	0.03	1	25.00
Criminal Mischief/DOC	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Other	1	1	No Change	0.00	2	0.02	3	0.02	-1	-33.33
Warrants	3	7	**-4**	**-57.14**	10	**0.08**	0	**0.00**	**10**	***NC**
TOTAL CHARGES*	**13**	**19**	**-6**	**-31.58**	**32**	**0.26**	**18**	**0.15**	**14**	**77.78**
# Juvenile Custodies	10	12	-2	-16.67	22	0.18	14	0.12	8	57.14
# Juvenile Curfew Contacts	2	2	No Change	0.00	4	0.03	2	0.02	2	100.00
# Juvenile Curfew Citations	1	1	No Change	0.00	2	0.02	15	0.12	-13	-86.67

RESPONSE TIME FOR EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Domestic Disturbance	71	0:07:19	99	0:06:41	0:07:00	0:07:27	-00.27	-6.04
Fight in Progress	6	0:01:38	13	0:04:46	0:03:12	0:03:03	0:00:10	5.21
Major Vehicle Accident	64	0:07:02	64	0:08:55	0:07:58	0:07:24	0:00:34	7.65
Robbery Alarm	27	0:05:59	19	0:06:28	0:06:14	0:07:00	-00.47	-11.07
TOTALS	**168**	0:06:47	**195**	0:07:16	0:07:03	0:07:14	-00.11	**-2.63**

RESPONSE TIME FOR NON-EMERGENCY CALLS FOR SERVICE

	MONTHLY				YEAR TO DATE			
CALL TYPE	Monthly Totals	Avg Response	Previous Month's Totals	Previous Month's Avg Response	YTD 2012 Response	YTD 11 Response	Amount of Change	Percent Increase/ Decrease
Burglary of Building	18	0:35:15	32	0:24:18	0:29:46	0:14:55	0:14:52	99.72
Burglary of Home	12	0:18:50	11	0:06:39	0:12:45	0:09:49	0:02:56	29.80
Burglary of Vehicle	32	0:13:47	41	0:13:17	0:13:32	0:10:25	0:03:07	29.92
Deliver Message	2	0:15:43	2	0:20:58	0:18:20	0:10:37	0:07:43	72.76
Criminal Mischief	86	0:06:51	60	0:18:24	0:12:37	0:15:32	-02:55	-18.77
TOTALS	**150**	0:12:49	**146**	0:17:24	0:15:50	0:12:42	0:03:08	**24.71**

AGENDA ITEM #12.

CITY OF FRISCO TEXAS



MONTHLY FINANCIAL REPORTS

FOR THE MONTH OF

February 2012

PRESENTED TO COUNCIL March 20, 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: **March 12, 2012**

Re: **Monthly Report for February 2012**

Financial Report Summary:

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

Comparative Data: The General Fund revenues collected of $56,172,059 represent 67% of the budget. Total expenditures are 35% of the budget at $29,161,083.

The Utility Fund revenues collected of $22,485,228 are 43% of the budget. The total percentage of expenses to budget is 49% for FY 2012 compared to 49% for FY 2011.

Stormwater Utility Fee Operating Fund revenues total $567,216 or 35% of the budget year to date with expenses of $313,625 at 2/29/2012.

The Environmental Services Fund revenue collections of $4,229,110 are 42% of the budget, while spending levels reflect 36% of the budget expended.

The Hotel Motel Fund revenues are $1,230,509 or 35% of the budget, which reflects four months of taxes. Expenditures are $2,249,011 or 67% 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:

	February 2012	YTD 2012	February 2011	YTD 2011	YTD % Change
AP checks issued	1,015	5,991	1,087	5,798	3.33%
Payroll checks/vouchers issued	1,895	10,311	1,859	10,982	-6.11%

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:

	February 2012	February 2011	YTD % Change
Customers/accounts	41,169	39,767	3.5%
# new meter sets	41	76	-46.1%
# new customers	165	175	-5.7%
# disconnects/month	150	188	-20.2%
# move in/out readings	246	209	17.7%
# of on-line payments	2,423	3,823	-36.6%
On-line payments	$242,133	$378,220	-36.0%
*% customers paying on-line	7%	11%	N/A
**% payments made on-line	6%	10%	N/A
# of bank draft payments	3,063	3,845	-20.3%
Bank draft payments	$273,572	$323,595	-15.5%
* Total payments processed were 35,785 and 2,423 were online payments. ** Total payments received were $3,866,182 and $242,133 were online payments.			

Investment Report Summary as of 2/29/2012

Texpool Investment Pool	$ 62,017,633
TexStar Investment Pool	96,427,746
Wells Fargo Choice IV Account	9,837,408
Certificates of Deposit	1,000,000
Investments	86,150,000
Total City Portfolio	$255,432,787
Texpool Yield	0.0903%
TexStar Yield	0.0986%
Wells Fargo Yield	0.2500%
Investment Portfolio Yield	0.4590%

Supporting Documents:

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

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 February
Fiscal Year 2012
(Compare to 41.67%)

	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	1,650,911	5%	35,191,285	99%	34,606,994	1,686,144	5%	32,689,524	94%	8%
Sales Tax	22,758,048	22,758,048	2,774,973	12%	10,257,003	45%	21,852,287	2,616,964	12%	9,189,348	42%	12%
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	952,335	13%	4,162,483	55%	7,752,003	938,447	12%	4,141,767	53%	1%
Development Fees	5,342,300	5,342,300	356,770	7%	1,812,657	34%	5,310,839	381,100	7%	1,703,954	32%	6%
Fire & Amb Fees	1,638,064	1,638,064	137,547	8%	720,125	44%	1,977,377	157,809	8%	756,926	38%	-5%
Misc Fees/Charges	1,149,713	1,149,713	93,803	8%	538,213	47%	1,182,736	79,067	7%	427,812	36%	26%
Court Fines	2,464,396	2,464,396	249,199	10%	828,624	34%	2,076,088	204,782	10%	784,081	38%	6%
Parks & Recreation	4,063,850	4,063,850	563,118	14%	1,918,994	47%	4,224,369	513,470	12%	1,812,866	43%	6%
Library	128,141	128,141	5,844	5%	33,618	26%	145,931	22,780	16%	66,457	46%	-49%
Police Fees	1,093,542	1,093,542	230,648	21%	564,139	52%	1,583,482	239,863	15%	634,301	40%	-11%
Interest	151,500	151,500	9,158	6%	41,039	27%	103,260	11,933	12%	51,776	50%	-21%
Non-departmental	1,008,488	1,008,488	5,797	1%	9,164	1%	1,260,277	23	0%	681	0%	1246%
Total	83,477,644	83,477,644	7,030,103	8%	56,172,059	67%	82,557,953	6,878,314	8%	52,424,924	64%	7%

Gen Fund Exp												
Administration	3,604,919	3,604,919	287,752	8%	1,260,416	35%	3,486,883	280,177	8%	1,160,481	33%	9%
Financial Services	5,355,885	5,390,673	493,366	9%	1,902,351	35%	5,929,375	383,314	6%	2,323,160	39%	-18%
Police	20,534,423	20,543,736	1,749,549	9%	7,461,631	36%	18,778,228	1,689,344	9%	6,695,231	36%	11%
Fire	20,032,192	20,105,679	1,406,669	7%	6,578,870	33%	18,294,876	1,409,476	8%	6,260,263	34%	5%
Public Works	5,303,259	5,304,610	352,991	7%	1,708,655	32%	4,472,432	363,280	8%	1,601,698	36%	7%
Human Resources	975,505	994,147	83,766	8%	323,008	32%	917,081	74,254	8%	313,723	34%	3%
Administrative Serv	4,743,722	4,863,548	377,679	8%	2,053,366	42%	4,481,150	346,458	8%	2,047,475	46%	0%
Library	3,455,548	3,547,989	268,760	8%	1,234,526	35%	3,328,304	212,848	6%	1,025,288	31%	20%
IT Serv	1,951,195	1,951,195	82,180	4%	507,270	26%	1,455,630	191,575	13%	465,019	32%	9%
Parks & Recreation	10,249,119	10,249,178	689,930	7%	3,304,317	32%	9,937,780	638,311	6%	3,243,787	33%	2%
Engineering Serv	2,085,432	2,199,555	119,204	5%	612,410	28%	1,769,374	169,688	10%	589,861	33%	4%
Development Serv	5,231,085	5,231,466	517,008	10%	1,909,778	37%	4,786,874	340,393	7%	1,670,215	35%	14%
Non-departmental	-101,209	-90,928	263,428	-290%	304,485	-335%	1,206,076	10,774	1%	136,823	11%	123%
Total	83,421,075	83,895,767	6,692,282	8%	29,161,083	35%	78,844,063	6,109,892	8%	27,533,024	35%	6%
One Time Transfers	0	0	0		0		1,170,202	0	0%	0	0%	NA
Total	83,421,075	83,895,767	6,692,282	8%	29,161,083	35%	80,014,265	6,109,892	8%	27,533,024	34%	6%
Rev-Exp	56,569	(418,123)	337,821		27,010,976		2,543,688	768,422		24,891,900		

Budget Summary for February
Fiscal Year 2012
(Compare to 41.67%)

	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	1,697,603	5%	12,507,904	36%	36,394,197	1,685,648	5%	12,023,127	33%	4%
Sewer	15,261,077	15,261,077	1,493,339	10%	7,090,951	46%	15,312,966	1,210,662	8%	5,873,925	38%	21%
Const Inspect Fees	320,990	320,990	75,577	24%	707,470	220%	602,326	15,302	3%	103,163	17%	586%
Interest	10,000	10,000	959	10%	4,256	43%	829	41	5%	217	26%	1861%
Misc	2,588,663	2,588,663	2,020,633	78%	2,174,647	84%	2,659,969	2,022,187	76%	2,172,932	82%	0%
Total	52,852,359	52,852,359	5,288,111	10%	22,485,228	43%	54,970,287	4,933,840	9%	20,173,364	37%	11%
Utility Exp												
Financial Serv - UB	977,087	977,087	68,464	7%	365,682	37%	952,375	69,624	7%	353,423	37%	3%
Public Works	33,221,417	33,336,483	2,681,070	8%	14,231,541	43%	27,505,859	2,215,793	8%	11,534,567	42%	23%
IT Serv - GIS	1,426,761	1,431,452	85,568	6%	482,812	34%	1,349,703	92,231	7%	521,754	39%	-7%
Engineering Serv	2,600,841	2,691,796	191,942	7%	857,470	32%	2,250,167	173,497	8%	818,758	36%	5%
Development Serv	0	0	0	NA	0	NA	85,446	8,235	10%	39,358	46%	-100%
Non-departmental	11,879,241	11,879,241	8,773,137	74%	8,773,167	74%	11,499,556	8,289,882	72%	8,289,882	72%	6%
Total	50,105,347	50,316,059	11,800,181	23%	24,710,672	49%	43,643,106	10,849,262	25%	21,557,742	49%	15%
Rev-Exp	2,747,012	2,536,300	(6,512,070)		(2,225,444)		11,327,181	(5,915,422)		(1,384,378)		
Utility Stormwater												
Revenue	1,617,500	1,617,500	115,292	7%	567,216	35%	1,318,309	109,334	8%	543,793	41%	4%
Expenses	1,607,083	1,772,797	66,485	4%	313,625	18%	1,096,015	60,197	5%	259,577	24%	21%
Rev-Exp	10,417	(155,297)	48,807		253,591		222,294	49,137		284,216		
Environmental												
Revenue	10,095,681	10,095,681	853,870	8%	4,229,110	42%	9,802,147	771,483	8%	3,999,114	41%	6%
Expenses	10,104,391	10,138,698	764,502	8%	3,619,767	36%	9,325,121	699,814	8%	3,462,831	37%	5%
Rev-Exp	(8,710)	(43,017)	89,368		609,343		477,026	71,669		536,283		
Hotel/Motel												
Revenue	3,514,351	3,514,351	259,792	7%	1,230,509	35%	3,867,404	260,894	7%	912,968	24%	35%
Expenses	3,379,089	3,378,089	1,751,366	52%	2,249,011	67%	3,651,151	1,849,499	51%	2,254,369	62%	0%
Rev-Exp	135,262	136,262	-1,491,574		(1,018,502)		216,253	-1,588,605		(1,341,401)		

Budget Summary for February
Fiscal Year 2012
(Compare to 41.67%)

	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	1,650,911	5%	35,191,285	99%	34,606,994	1,686,144	5%	32,689,524	94%	8%
Sales Tax	22,758,048	22,758,048	2,774,973	12%	10,257,003	45%	21,852,287	2,616,964	12%	9,189,348	42%	12%
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	952,335	13%	4,162,483	55%	7,752,003	938,447	12%	4,141,767	53%	1%
Development Fees	5,342,300	5,342,300	356,770	7%	1,812,657	34%	5,310,839	381,100	7%	1,703,954	32%	6%
Fire & Amb Fees	1,638,064	1,638,064	137,547	8%	720,125	44%	1,977,377	157,809	8%	756,926	38%	-5%
Misc Fees/Charges	1,149,713	1,149,713	93,803	8%	538,213	47%	1,182,736	79,067	7%	427,812	36%	26%
Court Fines	2,464,396	2,464,396	249,199	10%	828,624	34%	2,076,088	204,782	10%	784,081	38%	6%
Parks & Recreation	4,063,850	4,063,850	563,118	14%	1,918,994	47%	4,224,369	513,470	12%	1,812,866	43%	6%
Library	128,141	128,141	5,844	5%	33,618	26%	145,931	22,780	16%	66,457	46%	-49%
Police Fees	1,093,542	1,093,542	230,648	21%	564,139	52%	1,583,482	239,863	15%	634,301	40%	-11%
Interest	151,500	151,500	9,158	6%	41,039	27%	103,260	11,933	12%	51,776	50%	-21%
Non-departmental	1,008,488	1,008,488	5,797	1%	9,164	1%	1,260,277	23	0%	681	0%	1246%
Total	83,477,644	83,477,644	7,030,103	8%	56,172,059	67%	82,557,953	6,878,314	8%	52,424,924	64%	7%
Gen Fund Exp												
Administration	1,614,087	1,614,087	106,467	7%	521,617	32%	1,480,672	118,629	8%	541,392	37%	-4%
PIO	698,646	698,646	51,399	7%	230,749	33%	601,906	36,204	6%	190,644	32%	21%
City Secretary	288,830	288,830	21,916	8%	97,309	34%	295,463	19,307	7%	113,408	38%	-14%
Legal	654,900	654,900	88,235	13%	328,626	50%	801,368	73,339	9%	217,907	27%	51%
City Council	122,438	122,438	8,778	7%	29,172	24%	98,553	18,246	19%	44,658	45%	-35%
Records Mgmt	226,018	226,018	10,957	5%	52,943	23%	208,921	14,452	7%	52,472	25%	1%
Fin-Administration	534,392	534,392	35,165	7%	167,608	31%	519,837	39,132	8%	187,656	36%	-11%
Fin-Finance	1,270,304	1,305,092	92,300	7%	577,170	44%	1,273,920	115,609	9%	600,054	47%	-4%
Fin-Rev Collections	831,021	831,021	12,377	1%	341,793	41%	751,103	13,419	2%	260,464	35%	31%
Fin-Court	1,462,418	1,462,418	129,145	9%	540,027	37%	1,305,885	96,311	7%	467,099	36%	16%
Fin-Sales Tax Grant	1,257,750	1,257,750	224,379	18%	275,753	22%	2,078,630	118,843	6%	807,887	39%	-66%
Pol-Admin	1,085,316	1,085,596	87,315	8%	403,984	37%	1,030,175	77,969	8%	363,534	35%	11%
Pol-Services	8,163,496	8,172,418	634,776	8%	3,063,569	37%	7,506,096	861,653	11%	2,810,103	37%	9%
Pol-Operations	11,285,611	11,285,722	1,027,458	9%	3,994,078	35%	10,241,957	749,722	7%	3,521,594	34%	13%
Fire-Admin	959,229	959,254	91,516	10%	366,267	38%	891,674	67,090	8%	327,377	37%	12%
Fire-Suppression	18,440,171	18,513,014	1,285,136	7%	6,095,727	33%	16,462,689	1,312,869	8%	5,804,099	35%	5%
Fire-EMS	632,792	633,411	30,017	5%	116,876	18%	940,513	29,517	3%	128,787	14%	-9%
Public Works-Streets	3,038,525	3,039,876	204,604	7%	922,268	30%	2,468,339	202,556	8%	911,383	37%	1%
Public Works-Traffic	944,734	944,734	42,626	5%	318,423	34%	734,999	47,230	6%	262,142	36%	21%
Public Works-Lighting	1,320,000	1,320,000	105,761	8%	467,964	35%	1,269,094	113,494	9%	428,173	34%	9%
Human Resources	975,505	994,147	83,766	8%	323,008	32%	917,081	74,254	8%	313,723	34%	3%
Admin-Purchasing	414,390	414,390	30,631	7%	162,214	39%	401,596	30,933	8%	144,076	36%	13%
Admin -Support Serv	2,051,231	2,054,481	115,726	6%	981,166	48%	1,852,354	133,180	7%	1,125,954	61%	-13%
Admin-Build Serv	1,626,068	1,742,644	183,528	11%	670,337	38%	1,636,806	139,104	8%	562,032	34%	19%
Admin-Fleet	652,033	652,033	47,794	7%	239,649	37%	590,394	43,241	7%	215,413	36%	11%
IT Serv	1,951,195	1,951,195	82,180	4%	507,270	26%	1,455,630	191,575	13%	465,019	32%	9%
Library	3,455,548	3,547,989	268,760	8%	1,234,526	35%	3,328,304	212,848	6%	1,025,288	31%	20%
Parks-Admin	394,960	394,960	37,249	9%	155,682	39%	412,332	28,988	7%	142,628	35%	9%
Parks	4,630,909	4,630,909	297,579	6%	1,600,707	35%	4,729,277	293,475	6%	1,619,014	34%	-1%
Parks-Recreation	4,923,843	4,923,902	336,170	7%	1,462,186	30%	4,538,055	300,449	7%	1,394,852	31%	5%
Parks-CIP Planning	299,407	299,407	18,932	6%	85,742	29%	258,116	15,399	6%	87,293	34%	-2%
ES-Signal Control	1,161,660	1,162,388	56,445	5%	307,994	26%	947,481	83,187	9%	296,243	31%	4%
ES-Transportation	923,772	1,037,167	62,759	6%	304,416	29%	821,893	86,501	11%	293,618	36%	4%
DS-Planning	1,285,846	1,285,911	95,772	7%	457,022	36%	1,247,486	96,793	8%	484,623	39%	-6%
DS-Health	378,829	378,829	23,766	6%	109,923	29%	0	0	NA	0	NA	0%
DS-Bldg Insp	2,381,416	2,381,416	191,145	8%	880,028	37%	2,416,942	177,617	7%	878,422	36%	0%
DS-Animal Control	646,339	646,655	165,604	26%	276,026	43%	633,829	28,085	4%	134,692	21%	105%
DS-Code Enforcement	538,655	538,655	40,721	8%	186,779	35%	488,617	37,898	8%	172,478	35%	8%
Non-departmental	-101,209	-90,928	263,428	-290%	304,485	-335%	2,376,278	10,774	0%	136,823	6%	123%
Total	83,421,075	83,895,767	6,692,282	8%	29,161,083	35%	80,014,265	6,109,892	8%	27,533,024	34%	6%
Rev-Exp	56,569	(418,123)	337,821		27,010,976		2,543,688	768,422		24,891,900		

Budget Summary for February
Fiscal Year 2012
(Compare to 41.67%)

	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	1,697,603	5%	12,507,904	36%	36,394,197	1,685,648	5%	12,023,127	33%	4%
Sewer	15,261,077	15,261,077	1,493,339	10%	7,090,951	46%	15,312,966	1,210,662	8%	5,873,925	38%	21%
Const Inspect Fees	320,990	320,990	75,577	24%	707,470	220%	602,326	15,302	3%	103,163	17%	586%
Interest	10,000	10,000	959	10%	4,256	43%	829	41	5%	217	26%	1861%
Misc	2,588,663	2,588,663	2,020,633	78%	2,174,647	84%	2,659,969	2,022,187	76%	2,172,932	82%	0%
Total	52,852,359	52,852,359	5,288,111	10%	22,485,228	43%	54,970,287	4,933,840	9%	20,173,364	37%	11%
Utility Exp												
Financial Serv-UB	977,087	977,087	68,464	7%	365,682	37%	952,375	69,624	7%	353,423	37%	3%
Public Works-Adm	411,267	411,267	23,288	6%	97,605	24%	315,717	19,074	6%	94,391	30%	3%
Public Works-Water	17,933,510	17,980,754	1,463,623	8%	7,317,109	41%	16,778,022	1,343,510	8%	6,668,374	40%	10%
Public Works-Sewer	12,262,299	12,313,801	1,044,595	8%	5,898,091	48%	7,979,392	689,885	9%	3,975,848	50%	48%
Public Works-Meters	1,860,922	1,876,703	93,887	5%	657,508	35%	1,738,014	111,906	6%	548,504	32%	20%
Public Works-ROW Ins	753,419	753,958	55,677	7%	261,228	35%	694,714	51,418	7%	247,450	36%	6%
IT Serv	1,426,761	1,431,452	85,568	6%	482,812	34%	1,349,703	92,231	7%	521,754	39%	-7%
ES-Admin	485,714	485,714	31,265	6%	145,677	30%	411,459	35,217	9%	189,193	46%	-23%
ES-Construct Insp	868,791	894,129	66,223	7%	300,189	34%	772,521	61,959	8%	274,735	36%	9%
ES-Engineering	1,246,336	1,311,953	94,454	7%	411,604	31%	1,066,187	76,321	7%	354,830	33%	16%
DS-Bldg Insp Supp	0	0	0	NA	0	NA	85,446	8,235	10%	39,358	46%	-100%
Non Departmental	11,879,241	11,879,241	8,773,137	74%	8,773,167	74%	11,499,556	8,289,882	72%	8,289,882	72%	6%
Total	50,105,347	50,316,059	11,800,181	23%	24,710,672	49%	43,643,106	10,849,262	25%	21,557,742	49%	15%
Rev-Exp	2,747,012	2,536,300	(6,512,070)		(2,225,444)		11,327,181	(5,915,422)		(1,384,378)		
Utility Stormwater												
Revenues	1,617,500	1,617,500	115,292	7%	567,216	35%	1,318,309	109,334	8%	543,793	41%	4%
Expenses	1,607,083	1,772,797	66,485	4%	313,625	18%	1,096,015	60,197	5%	259,577	24%	21%
Rev-Exp	10,417	(155,297)	48,807		253,591		222,294	49,137		284,216		
Environmental												
Revenues	10,095,681	10,095,681	853,870	8%	4,229,110	42%	9,802,147	771,483	8%	3,999,114	41%	6%
Expenses	10,104,391	10,138,698	764,502	8%	3,619,767	36%	9,325,121	699,814	8%	3,462,831	37%	5%
Rev-Exp	(8,710)	(43,017)	89,368		609,343		477,026	71,669		536,283		
Hotel/Motel												
Revenues	3,514,351	3,514,351	259,792	7%	1,230,509	35%	3,867,404	260,894	7%	912,968	24%	35%
Expenses	3,379,089	3,378,089	1,751,366	52%	2,249,011	67%	3,651,151	1,849,499	51%	2,254,369	62%	0%
Rev-Exp	135,262	136,262	(1,491,574)		(1,018,502)		216,253	(1,588,605)		(1,341,401)		

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		0.00%	-	0.00%	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	**12,687,264**				**11,301,969**			
General Fund	**6,343,632**				**5,650,984**			
EDC/CDC	**3,171,816**				**2,825,492**			

Allocation Comparison Summary Reports

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

	City	Net Payment This Period	Comparable Payment Prior Year	% Change
1	**Houston**	58,438,361.00	51,828,735.14	12.75%
2	**San Antonio**	26,994,408.44	24,473,895.42	10.29%
3	**Dallas**	24,378,465.29	22,941,027.03	6.26%
4	**Austin**	16,452,389.55	15,637,740.38	5.20%
5	**Fort Worth**	11,935,332.05	12,073,911.82	-1.14%
6	**Arlington**	9,780,884.30	9,176,984.67	6.58%
7	**Plano**	8,523,991.60	7,149,432.02	19.22%
8	**El Paso**	8,188,535.25	7,898,094.46	3.67%
9	**Corpus Christi**	7,537,847.04	6,619,274.76	13.87%
10	**McAllen**	7,152,648.32	6,977,298.90	2.51%
11	**Amarillo**	7,049,323.30	6,778,133.91	4.00%
12	**Round Rock**	6,850,675.96	6,936,740.46	-1.24%
13	**Lubbock**	5,931,275.18	5,838,720.59	1.58%
14	**Irving**	5,808,835.28	5,822,226.92	-0.23%
15	**Frisco**	5,549,945.91	5,233,927.93	6.04%
16	**Midland**	5,194,198.86	4,654,346.49	11.59%
17	**Sugar Land**	5,168,289.35	4,810,332.74	7.44%
18	**Abilene**	4,686,055.20	3,897,371.12	20.23%
19	**Mesquite**	4,297,764.05	4,875,920.71	-11.85%
20	**Laredo**	4,194,249.91	3,706,976.18	13.14%

Municipal Court Division:

The court processed 2,654 new citations for the month of February. Of these, 95% were for traffic violation, 2% for city ordinance violations, and 3% for other class C misdemeanor charges. There were 9 Teen Court referrals for the month of February.

During the month of February and spanning into March, the Municipal Court participated in the 6th Annual Great Texas Warrant Roundup. Between February 13th and March 3rd the Court cleared 866 outstanding warrants with a bench fine value of $249,360 and collected $89,093 in local and state fines /fees as payment or cash bonds.

k Flow Performance Measures	2011-2012 February	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010	2008-2009	2007-2008
es Filed	2692	10853	21000	20076	21935	21112	22174
es Closed	2470	9403	22000	19951	22283	22482	23793
rants Issued and Cleared	207 / 1061	1795 / 2183	5000 / 5700	4668 / 4961	5134 / 5504	7033 / 5779	4893 / 4818
nile Cases Filed	93	430	1000	1106	1065	997	841
Juvenile Cases Referred to Teen Court*	10%	11%	20%	15%	20%	14%	21%

enue Performance Measures	2011-2012 February	2011-2012 YTD	2011-2012 Proposed	2010-2011	2009-2010	2008-2009	2007-2008
l New Bench Fines Levied**	$641,646	$2,685,212	$5,824,140	$5,567,888	$5,823,871	$5,337,703	$5,316,372
Levied Bench Fines Collected	59%	59%	61%	61%	60%	68%	65%
Total Revenues Collected	$379,805	$1,579,370	$3,553,838	$3,376,843	$3,497,292	$3,650,218	$3,471,622
City General Fund Revenues	$206,636	$827,267	$2,209,801	$1,904,035	$2,075,735	$2,108,599	$1,987,260
Expenditures	$129,145	$540,027	$1,381,367	$1,305,885	$1,244,799	$1,211,614	$1,210,537
Total Revenue Per Case	$154	$168	$162	$169	$157	$162	$146
Total General Fund Revenue Per Case	$84	$88	$100	$95	$93	$94	$84
Court Processing Cost per Case	$48	$50	$66	$65	$57	$57	$55
City Net Per Case	$36	$38	$35	$30	$36	$36	$29
General Fund Revenues Minus Expenditures	$77,491	$287,240	$828,435	$598,150	$830,936	$896,985	$776,723
% Processed By Web and Phone	23%	18%	20%	20%	18%	17%	17%
% Processed By Mail	17%	14%	10%	11%	10%	9%	7%
% Processed At Municipal Court	60%	68%	70%	69%	72%	74%	76%

* 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: 2-Mar-12

Settlement Date: **5-Mar-12**

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

MATURITY DATE	SECURITY TYPE	DISCOUNT/ SPREAD	YIELD
Agency Discount Notes			
9-Apr-12	FFCB	0.055%	0.056%
4-May-12	FHLB	0.080%	0.081%
1-Jun-12	FHLB	0.090%	0.092%
10-Jul-12	FHLMC	0.120%	0.122%
3-Aug-12	FHLB	0.130%	0.132%
5-Sep-12	FHLB	0.140%	0.142%
15-Oct-12	FNMA	0.150%	0.153%
21-Nov-12	FHLB	0.150%	0.153%
3-Dec-12	FNMA	0.160%	0.163%
8-Jan-13	FNMA	0.170%	0.173%
2-Feb-13	FHLMC	0.160%	0.163%
14-Feb-13	FHLMC	0.160%	0.163%
Commercial Paper			
2-Apr-12	GE Capital Corp	0.050%	0.051%
4-May-12	GE Capital Corp	0.140%	0.142%
3-Jun-12	GE Capital Corp	0.180%	0.183%
2-Jul-12	Toyota Motor Credit	0.270%	0.274%
3-Aug-12	Toyota Motor Credit	0.320%	0.325%
1-Sep-12	Toyota Motor Credit	0.370%	0.376%
26-Nov-12	Toyota Motor Credit	0.590%	0.600%
Agency Bullets (Non-Callable)			
6-Mar-13	FHLB 0.28	-5.5	0.231%
12-Jun-13	FHLB 0.36	-3.5	0.251%
17-Sep-13	FNMA 1.125	+2.0	0.306%
13-Dec-13	FHLB 4.875	+4.5	0.331%
21-Mar-14	FHLMC 0.30	+9.0	0.376%
22-Sep-14	FFCB 3.00	+10.0	0.386%
16-Mar-15	FNMA 0.375 ***	+13.5	0.542%

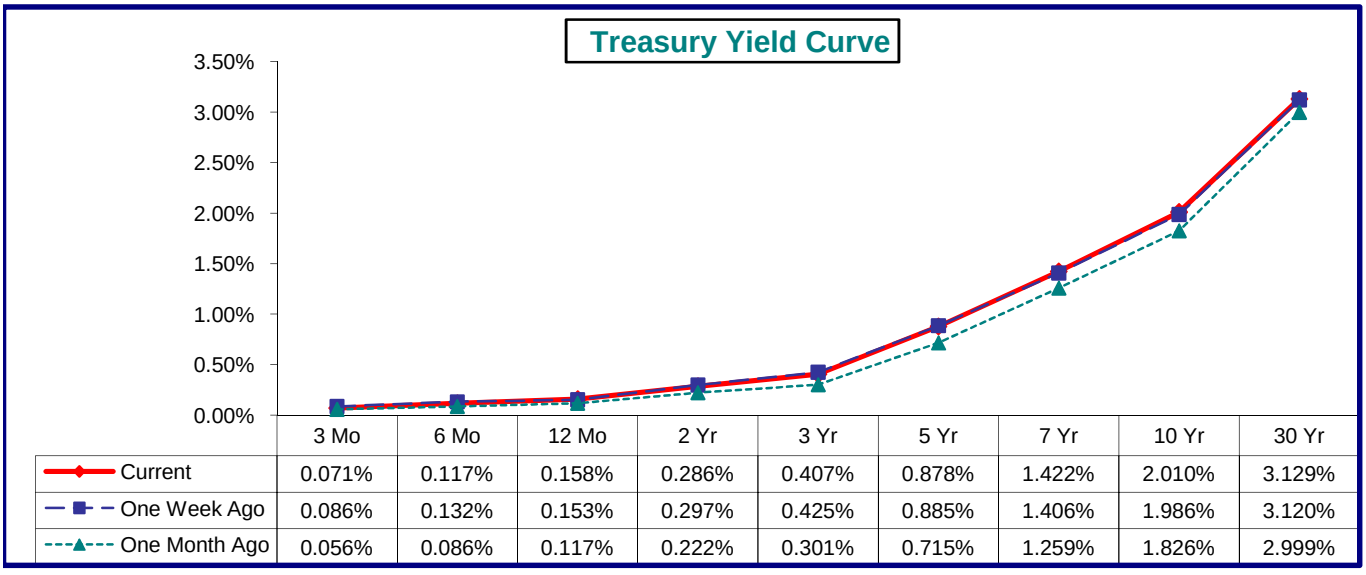
*** Spread versus 3-Year Treasury (All others vs 2-Year)

Investment Pool Yields:	TexPool	TexSTAR
Previous Day:	0.120%	0.111%
7 Day Moving Avg:	0.096%	0.098%

Agency Discount Note Yields	Current	Week Ago	Month Ago
1 Mo	0.056%	0.066%	0.051%
2 Mo	0.081%	0.071%	0.071%
3 Mo	0.092%	0.102%	0.076%
6 Mo	0.142%	0.132%	0.097%
9 Mo	0.163%	0.153%	0.112%
12 Mo	0.163%	0.183%	0.132%

Commercial Paper Yields	Current	Week Ago	Month Ago
1 Mo	0.051%	0.112%	0.091%
2 Mo	0.142%	0.152%	-
3 Mo	0.183%	0.193%	0.132%
4 Mo	0.274%	0.294%	0.193%
5 Mo	0.325%	0.366%	0.284%
6 Mo	0.376%	0.427%	0.335%
9 Mo	0.600%	0.651%	0.488%

Agency Bullet Yields	Current	Week Ago	Month Ago
1 Yr	0.231%	0.207%	0.169%
1.5 Yr	0.306%	0.302%	0.239%
2 Yr	0.376%	0.407%	0.299%
2.5 Yr	0.386%	0.452%	0.379%
3 Yr	0.542%	0.545%	0.411%



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	30 Yr
Current	0.071%	0.117%	0.158%	0.286%	0.407%	0.878%	1.422%	2.010%	3.129%
One Week Ago	0.086%	0.132%	0.153%	0.297%	0.425%	0.885%	1.406%	1.986%	3.120%
One Month Ago	0.056%	0.086%	0.117%	0.222%	0.301%	0.715%	1.259%	1.826%	2.999%

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

March 12, 2012

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

Dear Mayor Maso,

Enclosed is the Monthly Collection Report for:	**February 2012**
The City of Frisco tax collections for the month were:	**$7,027,829.65**
The Rollback Collections for the month were:	**$139,836.28**

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
February 2012

City of Frisco #12

	Collections Month of February	Cumulative Total 10/1/11 thru 2/29/12	% of Collections
Current Tax Year Collections			
Base M&O	$3,880,890.24	$36,135,184.66	98.30%
Base I&S	2,923,623.07	27,222,026.89	
Late Renditon Penalty	2,509.35	12,437.26	
P&I M&O	33,793.20	36,077.95	
P&I I&S	24,609.73	24,609.73	
P&I I&S Bond			
Attorney Fee	0.00	0.00	
Subtotal	$6,865,425.59	$63,430,336.49	98.42%
Delinquent TaxYears Collections			
Base M&O	$69,799.78	$869,886.51	
Base I&S	60,591.74	732,483.44	
Late Rendition Penalty	272.64	387.04	
P&I M&O	16,795.04	200,794.77	
P&I I&S	14,944.86	167,644.64	
P&I I&S Bond			
Attorney Fee	3,421.14	140,387.97	
		0.00	
Subtotal	$165,825.20	$2,111,584.37	3.28%
Combined Current & Delinquent:			
Base M&O	$3,950,690.02	$37,005,071.17	
Base I&S	2,984,214.81	27,954,510.33	
Late Rendition Penalty	2,781.99	12,824.30	
P&I M&O	50,588.24	236,872.72	
P&I I&S	39,554.59	192,254.37	
P&I I&S Bond			
Attorney Fee	3,421.14	140,387.97	
		0.00	
Total Collections	$7,031,250.79	$65,541,920.86	101.69%
Original 2011 Tax Levy		$64,450,701.58	100.00%

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

Cumulative Comparative Collection Status Report
February 2012

City of Frisco #12

	Collections thru February 2012	% Collections	Collections thru February 2011	% Collections
Current Tax Year Collections				
Base M&O	$63,357,211.55	98.30%	$16,733.07	0.03%
Late Renditon Penalty	12,437.26		60,031.72	
P&I M&O	60,687.68		0.00	
Attorney Fee	0.00		3.75	
Subtotal	$63,430,336.49	98.42%	$76,768.54	0.12%
Delinquent Tax Years Collections				
Base M&O	$1,602,369.95		$4,106.08	
Late Renditon Penalty	387.04		122.22	
P&I M&O	368,439.41		0.00	
Attorney Fee	140,387.97		154.77	
	0.00		0.00	
Subtotal	$2,111,584.37	3.28%	$4,383.07	0.01%
Combined Current & Delinquent:				
Base M&O	$64,959,581.50		$20,839.15	
P&I M&O	429,127.09		0.00	
Late Rendition Penalty	12,824.30		60,153.94	
Attorney Fee	140,387.97		158.52	
	0.00			
Total Collections	$65,541,920.86	101.69%	$81,151.61	0.13%
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
February 2012

City of Frisco #12

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 1/31/12	$8,802,619.89	$712,330.68
Base M&O Collections	6,804,513.31	130,391.52
Supplement/Adjustments	-10,637.83	96,701.37
Write-off	0.00	0.00
Remaining Levy as of 2/29/12	$1,987,468.75	$678,640.53
Cumulative (From 10/01/11 thru 2/29/12)		
Original 2011 Tax Levy (as of 10/01/11)	$64,450,701.58	$1,271,301.44
Base M&O Collections	63,357,211.55	1,602,369.95
Supplement/Adjustments	893,978.72	1,009,709.04
Write-off	0.00	0.00
Remaining Levy as of 2/29/12	$1,987,468.75	$678,640.53

Kenneth L Maun
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Monthly Distribution Report
February 2012

City of Frisco #12

	Distribution Month of February	Distribution 10/1/11 thru 2/29/12
Weekly Remittances:		
Week Ending 2/3/12	$4,514,284.02	$9,750,258.09
Week Ending 2/10/12	$1,717,090.42	$12,094,964.08
Week Ending 2/17/12	$187,621.63	$11,684,436.72
Week Ending 2/24/12	$239,817.35	$11,011,066.06
Week Ending 2/29/12	$368,877.16	$20,813,132.62
Total Weekly Remittances	$7,027,690.58	$65,353,857.57
Overpayment from Prior Month	$0.00	$47,034.00
Manual Adjustment Refund	$0.00	$0.00
Commission Paid Delinquent Attorney	$3,421.14	$140,387.97
Entity Collection Fee	$0.00	$0.00
Judgement Interest	$0.00	$0.00
5% CAD Rendition Penalty	$139.07	$641.32
Total Disbursements	$7,031,250.79	$65,541,920.86
Carryover to Next Month	$0.00	$0.00

City of Frisco
Permits - Bldg Insp End of Month Report (No Impact Fees)
For the Period 2/1/2012 thru 2/29/2012

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
BUILDING	CNEW	New commercial structures	2,452.00	$400,000.00	$2,564.98	$2,564.98	1		1
BUILDING	CALT	Commercial alterations	44,857.00	$659,100.00	$6,005.49	$6,005.49	10	1	11
BUILDING	CIFO	Commercial interior finish-outs (storefronts)	58,598.00	$1,082,789.00	$10,833.24	$10,833.24	13		13
BUILDING	CADD	Commercial additions	800.00	$7,000.00	$124.55	$124.55		1	1
BUILDING	COMM	Miscellaneous commercial modifications (cellular equip., paving, etc.)		$50,000.00	$559.50	$559.50	2		2
CO		Certificates of Occupancy	153,509.00		$1,145.00	$1,145.00	9	2	11
BUILDING	CDMO	Commercial demolitions	2,600.00	$3,000.00	$62.10	$62.10	1		1
BUILDING	SCHA	Existing school, alteration or addition to							0
BUILDING	SCHL	New school / education facility building							0
		Section Subtotals	**262,816.00**	**$2,201,889.00**	**$21,294.86**	**$21,294.86**	**36**	**4**	**40**
BUILDING	MNEW	Multifamily structure							0
BUILDING	MADD	Addition to existing multifamily structure							0
BUILDING	MALT	Alteration to existing multifamily structure							0
MULTIFAMILY		Multifamily registration for bldg and site insp							0
		Section Subtotals							**0**
BUILDING	SNEW	Single-family dwellings	416,967.00	$25,364,937.87	$222,163.47	$222,163.47	44	50	94
BUILDING	SADD	Addition to existing single-family structure	815.00	$85,000.00	$1,098.75	$1,098.75	1		1
BUILDING	SALT	Alteration to existing single-family structure	9,799.00	$661,594.00	$9,764.90	$9,764.90	33	30	63
BUILDING	MISC	Various miscellaneous modifications (concrete slab, etc.)		$15,000.00	$260.25	$260.25	3		3
BUILDING	SDMO	Single-family residential demolition							0
BUILDING	DPLX	Duplex							
BUILDING	MOBH	Mobilehome							
BUILDING	Others	Other building permits	5,840.00	$175,000.00	$1,464.75	$1,464.75	4	3	
		Section Subtotals	**433,421.00**	**$26,301,531.87**	**$234,752.12**	**$234,752.12**	**85**	**83**	**1**
POOL	RES POOL	Residential swimming pools and spas		$1,229,500.00	$5,640.00	$5,640.00	16	19	
POOL	SEMI PUB POOL	New pool/spa construction (apartments, hotels, HOA, etc.)							
POOL	Others	Miscellaneous water features (ponds, fountains, other water features over 2 ft in depth)		$75,000.00	$130.00	$130.00	1		
		Section Subtotals		**$1,304,500.00**	**$5,770.00**	**$5,770.00**	**17**	**19**	**36**

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
FENCE	RES	Residential fence installation				$1,467.00	37	34	71
FENCE	SCRN WALL	Masonry screening wall installation				$100.00	2	2	4
FENCE	RETAINING WALL	Masonry or wood retaining wall over 2ft				$360.00	13	5	18
FENCE	Others	Other Fence installations				$280.00	6	5	11
		Section Subtotals				**$2,207.00**	**58**	**46**	**104**
ELECTRICAL	ALT/ADD	Upgrade panels and other electrical				$675.00	15	6	21
ELECTRICAL	NEW	New electrical systems installation							0
PLUMBING	ALT/ADD	Upgrade existing plumbing				$1,125.00	17	24	41
PLUMBING	WATER HEATER	Water heater installation				$3,642.00	82	45	127
BING	IRRIGATION	Irrigation/sprinkler system installation				$15,300.00	27	56	83
BING	OSSF	On-site sanitation facility							0
ANICAL	ALT/ADD	Furnace/air conditioner systems				$1,169.75	15	5	20
ANICAL	NEW	New mechanical installations							0
RICAL	Other	Other miscellaneous electrical							0
BING	Other	Other miscellaneous plumbing				$34.00	1		1
ANICAL	Other	Other miscellaneous mechanical							0
		Section Subtotals				**$21,945.75**	**157**	**136**	**293**
	BANN	Temporary Banners				$1,575.00	13	6	19
	INFLATABLE SIGN	Large secured static balloon, temporary advertisement				$525.00	6	1	7
	MONUMENT INDIVIDUAL	Permanent sign with masonry border				$450.00	2	2	4
SIGN	PROJECT/DEVELOPMENT	Temporary wooden sign advertising future development				$750.00	5		5
SIGN	REAL ESTATE	Temporary wooden sign at property for lease or sale				$450.00	3		3
SIGN	SUBDIVISION MONUMENT	Decorative entry, or other location, features within a development							0
SIGN	SUBDIVISION IDENTITY	Masonry signage incorporated with the subdivision screen wall				$450.00		3	
SIGN	WALL	Permanent sign attached to side of an approved wall of a structure				$150.00		1	
SIGN	CANOPY	Canopy							
SIGN	MENU BOARD	Drive-thru menu boards							
SIGN	PROJECTING	Sign installed that extends outward from a wall							
SIGN	Others	Other miscellaneous signs				$3,750.00	17	11	
		Section Subtotals				**$8,100.00**	**46**	**24**	

AGENDA ITEM #12.

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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				$2,110.00	6	1	7
HEALTH	CAFT	Cafeteria (i.e. hospitals, office buildings)							0
HEALTH	DAYC	Daycares, includes private & religious daycare facilities				$710.00	1	2	3
HEALTH	GROC	Grocery stores							0
HEALTH	HLTD	Other businesses required by government regulatory authority to have health-related inspections (i.e. bed & breakfast)				$100.00	2		2
HEALTH	MBHT	Mobile catering vehicles, hot				$600.00	1		2
HEALTH	MBCD	Mobile catering vehicles, cold							0
HEALTH	KIOSK HLTH	Food-related sales - non-mobile				$300.00	1		1
HEALTH	PRIVATE HLTH	Nursing, assisted living, or the like				$805.00	2		2
HEALTH	REST	Restaurants, dining food establishments				$6,235.00	12	3	15
HEALTH	SCHOOL / CITY	School district and private educational facilities, City facilities							0
HEALTH	THLT	Temporary health permits				$150.00	4	1	5
HEALTH	Others	Other health permits				$7,000.00	31	1	32
		Section Subtotals				**$18,010.00**	**60**	**8**	**69**
SWIM	SWPUB	Public pools and spas							0
SWIM	SWRES	HOA community pools and spas							0
SWIM	SWSEMI	Hotels and apartment communities pools and spas				$2,730.00	6	2	8
		Section Subtotals				**$2,730.00**	**6**	**2**	**8**
SPECIALEVENT	Others	Miscellaneous SPECIALEVENTs							0
SPECIALEVENT	SIDEWALK	Existing business sidewalk sale							0
SPECIALEVENT	OUTDOOR	Outdoor							0
SPECIALEVENT	PARKING LOT	Parking lot							
SPECIALEVENT	SEASONAL	Seasonal - holiday trees, pumpkins, etc.				$525.00	3	1	
SPECIALEVENT	TENT	Tent				$300.00	4	1	
		Section Subtotals				**$825.00**	**7**	**2**	

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

Type	Subtype	Description	Sq Footage	Valuation	Fees Assessed	Fees Paid	Collin	Denton	Permits Issued
REGISTRATION	ELEC REG	Electrical contractors registrations				$654.00			13
REGISTRATION	MECH REG	Mechanical contractor registrations				$201.00			4
REGISTRATION	PLUMB REG	Plumbing contractor registrations							17
REGISTRATION	GENERAL REG	General contractor registrations, no fees				$50.00			43
REGISTRATION	IRRIGATION	iRRIGATION contractor registrations, no fees				$150.00			4
REGISTRATION	Others	Other contractor registrations				$375.00			11
		Section Subtotals				**$1,430.00**			**92**
		Totals on report	**696,237.00**	**$29,807,920.87**	**$261,816.98**	**$317,064.73**	**472**	**324**	**889**

AGENDA ITEM #12.

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

AGENDA ITEM #13.

EXECUTIVE DIRECTOR/STAFF REPORT: February 2012

- **Visitor Guide Fulfillments** Mail: **317** e-Brochures: **0** Downloads: **10**
  - Feb 2011 Mail: **512** e-Brochure: **0** Downloads: **20**
  - Tour Texas – 201
  - Southern Living – 105
  - Texas Monthly – 7
  - Discover Texas – 4
  - Tour Texas PDF Downloads – 10
- **Convention Groups Serviced**:
  - Texas Prima
  - Southwest Fire & Rescue
  - ADP
  - Texas CASA
- **Site Inspections:**
  - CVB Staff, New Conference Center at CCCC
  - Prime Time Sports, Westin Stonebriar
  - Baptist General Convention of Texas, Dr Pepper Arena
  - Photizo, Embassy Suites
- **Meetings/Events Attended**:
  - Frisco Social Media Status Conference Call
  - New Website & Marketing Review
  - Recap for Indianapolis Trip (NCAA)
  - MMM Press Conference
  - EDC, Inc 500/5000
  - John Keller re: Housing
  - Wayfinding Update
  - North Dallas CVB Alliance Luncheon
  - Gary Oliver w/Fieldhouse, re: WGOT
  - Sharla Ford w/Collin County Black Chamber of Commerce
  - CVB/Hotel Partner Meeting
  - DFWATC Sports Alliance Conference Call
  - Review of Tentative Accounts w/Sales Staff
  - Sports Meeting, re: Shifting Focus to Larger National Events
  - NASC Webinar, re: Calculating/Reporting Economic Impact Results
  - CVB/IT Annual Meeting

  - DMAI Webinar, re: Event Impact Calculator Users Forum
  - Texas Pharmacy CC, re: 2013 Conference
  - empowerMINT Webinar, re: Be More Visible & Relevant in the Online Marketplace
  - HCFS Meeting w/Travel Partners
  - State Farm Planners
  - DCVB / FCVB Sales Luncheon
- **Presentations:**
  - Monthly Report to City Council
- **Sales Missions/Travel**:
  - Visits to State Travel Information Centers (Waskom, Texarkana, Dennison, Gainesville & Wichita Falls)
  - Indianapolis, IN – NCAA
  - Austin, TX – Unity Dinner
  - Backyard Sales Calls for City Wide Business
  - MPI Showcase in Irving, TX
- **Special Projects/Events**
  - Frisco Style Photo Shoot, re: Film Friendly Article
  - Leadership Frisco
  - Supervisory Academy
  - Pre-Travel for Austin Sales Trips & TEAMS Conference
  - Event Preparation & Planning for Cirque & Baseball Client Events
  - MINT, TXMET & IDSS Updates
  - Created Helms Briscoe Database for Future Communications
  - Valentine's Day Cookie Drop Off to Hall Office Park Tenants
  - Pre-Planning for Collaborate Marketplace

PUBLICITY VALUATION
FY 2011 - 2012

YEAR-TO-DATE PRINT PUBLICITY	Media Hosted	Media Missions	Monthly Print Value	Monthly Electronic Value	Total Media Value	FY 11 Value
2011 - 2012 Fiscal Year Publicity						
October	**0**		$ 56,419	$ 1,455	$ 57,874	$ 28,736
November	**0**		6,850	41,723	48,573	53,894
December	**1**		14,492	47,535	62,027	57,851
January		LA & San Fran	44,482	27,444	71,926	47,171
February		Austin	7,137	108,701	115,838	128,639
March					-	91,890
April					-	36,737
May					-	28,035
June					-	64,882
July						102,773
August						17,586
September					-	66,277
2004 - 05 Fiscal Year Print/Electronic Values		**398**	**169,177**	**31,950**	**201,127**	
2005 - 06 Fiscal Year Print/Electronic Values		**1,380**	**145,336**	**34,358**	**179,695**	
2006 - 07 Fiscal Year Print/Electronic Values		**1,804**	**121,295**	**190,354**	**311,649**	
2007 - 08 Fiscal Year Print/Electronic Values		**803**	**436,587**	**233,375**	**669,962**	
2008 - 09 Fiscal Year Print/Electronic Values			**299,217**	**383,929**	**683,145**	
2009 - 10 Fiscal Year Print/Electronic Values			**426,875**	**167,470**	**594,345**	
2010 - 11 Fiscal Year Print/Electronic Values			**508,356**	**216,116**	**724,472**	**737,796**
2011 - 12 Fiscal Year-to-Date Print/Electronic Values			**129,380**	**226,858**	**356,238**	**767,796**

	Column Inches:	Publicity Value:
NEWSPAPER:		
Dallas Business Journal		
"EmbassySuites/FriscoConferenceCenter/Largest Hotel & Meeting	6.00	$ 1,546.14
Times Record News		
"DFW Events / Kurt Thomas Invitational"	1.00	$ 38.91
"DFW Events / WOGA Classic & Kurt Thomas Invitational"	1.50	$ 58.37
"DFW Events / Kurt Thomas Invitational"	1.00	$ 38.91
"DFW Events / WOGA Classic"	1.00	$ 38.91
"DFW Events / WOGA Classic"	1.00	$ 38.91
Natural Awakenings		
"IKEA / New Solar Energy Panels"	8.00	$ 1,592.00
"Kurt Thomas Invitational Gymnastics"	11.00	$ 2,189.90
"Calendar of Events / Kurt Thomas Invitational"	2.00	$ 398.00
NeighborsGo/Allen/Frisco/McKinney		
"Mayan Marriage Contest Winners to Be Revealed"	9.00	$ 389.00
"Best Bet Saturday February 11 / Kurt Thomas Invitational"	12.00	$ 452.00
MAGAZINE:		
Texas Highways		
"Event Listing / Winter Games of Texas"	1.00	$ 178.00
"Event Listing / WOGA Classic	1.00	$ 178.00
Total Print		**$ 7,137.05**
ONLINE		
Dmagazine.com		
"Unbelizeable In Love / Mayan Wedding Contest"	1.00	$ 525.00
DFW.CBSlocal.com		
"Through the Lens: Pole Position Raceway"	1.00	$ 175.00
DallasNews.com		
"Winter Games of Texas Photo Gallery"	1.00	$ 200.00
DallasNews.com/FriscoBlog		
"Mayan Wedding Grand Prize Winners"	1.00	$ 200.00
FriscoOnline.com		
"You Be the Tour Guide Photo Contest"	1.00	$ 150.00
NeighborsGo.com		
"Trio Aims to Create Frisco Icons with 5th Street Café, The Dive…"	1.00	$ 150.00
TELEVISION		
Fox Sports Southwest		
"Winter Games of Texas Promos / December and January"		$ 98,400.00
KXAS / NBC 5		
"Women's Soccer Training/1st Event/New Stadium Name/ 5 dayparts"		$ 4,442.96
"Unbelizeably In Love/Mayan Wedding Contest Winner to be Revealed"		$ 817.32
"Unbelizeably In Love / Mayan Wedding Contest Winner Revealed"		$ 1,720.61
KTVT / CBS 11		
"Through the Lens / Pole Position Raceway"		$ 1,920.30
Total Electronic		**$ 108,701.19**
TOTAL PUBLICITY		**$ 115,838.24**

Monthly Sales Report
FY 11-12

	Turned Definite				Turned Tentative				Turned Lost			
	FY12		FY11		FY12	FY11	FY10	FY09	FY12	FY11	FY10	FY09
	Rm Nts	# Groups	Rm Nts	# Groups	Room Nights				Room Nights			
October	4,094	14	1,385	5	4,717	2,721	290	608	8,169	1,610	420	1,425
November	4,463	11	2,011	8	11,877	2,847	7,434	2,107	5,555	40	1,470	2,081
December	2,290	7	2,960	5	8,909	5,438	380	3,230	7,591	900	0	555
January	3,390	12	1,124	8	11,979	5,700	3,733	7,288	10,107	3,732	3,198	9,316
February	2,314	8	2,258	6	14,908	3,842	4,657	12,884	5,207	1,002	2,256	5,403
March			742	5		2,015	5,935	5,236		1,430	5,014	2,867
April			2,187	6		2,938	16,354	3,361		380	150	2,755
May			450	2		3,117	2,523	3,156		3,930	8,143	1,096
June			833	6		12,328	5,964	1,511		2,890	903	2,219
July			1,178	4		11,838	6,547	2,650		2,245	4,375	1,216
August			4,134	8		10,223	8,045	813		4,571	6,044	690
September			260	3		7,155	1,642	5,629		2,560	5,008	1,542
Total	**16,551**	**52**	**19,522**	**66**	**52,390**	**70,162**	**63,504**	**48,473**	**36,629**	**25,290**	**36,981**	**31,165**

Projected Economic Impact of Business Turned Definite

	FY12	FY11	FY10	FY09
October	$ 7,892,336	$ 1,845,499	$ 1,561,928	$ -
November	7,358,191	1,940,336	62,000	70,183
December	1,688,565	2,862,666	2,755,540	1,860,006
January	1,859,763	892,165	6,593,670	358,000
February	2,314,630	1,732,634	1,345,565	206,120
March		980,262	2,052,900	1,067,816
April		1,370,282	1,225,375	1,187,400
May		381,950	1,121,060	7,258,532
June		509,705	13,951	393,148
July		1,601,035	308,255	204,000
August		4,327,785	5,731,300	636,888
September		1,034,216	2,137,350	830,853
Total	21,113,485	19,478,535	24,908,894	14,072,946

Mar 2 2012

*Primary lost business reasons include: availability of space/rooms, rates, board decision; location

AGENDA ITEM #14.

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: **March 15, 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

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

The other additional committees that have at least some interaction with Council have not met since your last meeting.

AGENDA ITEM #15.

SPECIAL CITY COUNCIL MEETING

EXECUTIVE CONFERENCE ROOM
1ST FLOOR
GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD.
FRISCO, TEXAS 75034

10:00 AM

THURSDAY, FEBRUARY 16, 2012

MINUTES

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

CALL TO ORDER

Mayor Maso called the meeting to order at 10:10 a.m.

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

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Ron Patterson; City Secretary, Jenny Page; Assistant City Secretary Wendy Withers.

Also Present: Courtney Kuykendall, City Attorney's Office

1. Consider and act upon Polling Locations for the May 12, 2012 General Election and any additional election concerns.

Mayor Maso thanked all those in attendance and asked City Secretary Jenny Page to give a recap of the meeting from last year and to explain the issue with Collin County and early voting at the Senior Center.

City Secretary Jenny Page gave a summary from the previous year. Mrs. Page stated that one of the current issues causing concern had to do with the redistricting issue. The uncertainty of the outcome of redistricting has made it difficult for Denton County to determine if it is feasible to add additional early voting locations. Mrs. Page explained that due to the constraints placed on cities and counties by Senate Bill 100, Collin County originally stated it would be unable to hold a May General Election for the City of Frisco. Mrs. Page then referred to a memo from the February 1, 2011 meeting where the committee had discussed six (6) polling locations. Denton County Elections Administrator Frank Phillips was present at that meeting and stated that while Denton County believed it could handle holding the election they would only be able to do so on a limited basis due to restraints on equipment. At this time Denton County is asking the City of Frisco to provide information for the polling places they would like to use for early voting and election day. Mrs. Page stated that Fire Station 5 and 6 had been added to the proposed locations for this year's election but she had been advised by both Collin and Denton County Election Administrators that Frisco had not really grown to the point of needing two additional polling places.

Additionally Collin County has asked that they be allowed to use the Senior Center for early voting during this election. Mrs. Page stated that she felt this would be confusing to the citizens as they would not be able to vote at this location.

Finally Mrs. Page explained the scenario for early voting, election day and gave a brief overview of the timeline if the city was required to have a runoff election.

After discussion the following recommendations were made for polling locations:

<u>Election Day</u>
Pioneer Heritage Middle School
Hicks Elementary (added this year to replace Heritage Lakes on Election Day only)
Staley Middle School
Wester Middle School

<u>Early Voting</u>
Fire Station #4
Frisco Lakes
Collin College Preston Ridge
Heritage Lakes

Pat Fallon made a motion that the following locations be used for early voting: Frisco Lakes, Fire Station #4, and Collin College Preston Ridge and Heritage Lakes. Election

day voting locations would be as follows: Pioneer Heritage Middle School, Hicks Elementary, Staley Middle School and Wester Middle School. Scott Johnson seconded the motion.

Passed
Vote: 5-0
For: Pat Fallon, Jeff Cheney, Scott Johnson, Bob Allen, John Keating
Against: None

Mayor Maso directed Mrs. Page to find out why Collin County is requesting the Senior Center. Mayor Maso further directed Mrs. Page to let Collin County know that the Council is opposed to the use of the site on election day for the May 12, 2012 election. Should there be a pressing reason; Mrs. Page will email the Council.

Pat Fallon suggested a subcommittee meeting in December or January of each year to begin the election season preparation. Jeff Cheney suggested that the council return to the practice of having annual meeting with the School District.

ADJOURN

Scott Johnson made a motion to adjourn. Jeff Cheney seconded the motion.

Passed
Vote: 5-0
For: Pat Fallon, Jeff Cheney, Scott Johnson, Bob Allen, John Keating
Against: None

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

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

5:00 PM

TUESDAY, MARCH 06, 2012

MINUTES

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

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:03 p.m. with a quorum present.

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

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; City Attorney Richard Abernathy; City Secretary, Jenny Page; Assistant's to the City Manager Ben Brezina and John Eaglen; Fire Chief Mack Borchardt; FEDC President Jim Gandy; Finance Director Anita Cothran; Administrative Services Director Tom Johnston; Library Director, Shelley Holley; Parks and Recreation Director, Rick

Wieland; Engineering Director, Paul Knippel; and Development Services Director, John Lettelleir.

CLOSED SESSION

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

Pat Fallon moved to enter Closed Session at 5:05 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

i. Receive legal advice concerning legal issues regarding Exide and lead issues.
ii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.
iii. Receive legal advice concerning Legislative Prayers at City Council Meetings.

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

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

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

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

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

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

Scott Johnson moved to reconvene into Regular Session at 6:42 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

INVOCATION

Deputy Mayor Pro Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Deputy Mayor Pro Tem Scott Johnson called upon Girl Scout Troop #3500, 5th Graders from Ashley Elementary, to lead the United States and State of Texas Pledge of Allegiance.

PROCLAMATIONS

4. Leadership Frisco Class 14

Mayor Maso was joined on stage by the Leadership Frisco Class 14 and proclaimed March 6, 2012 as Leadership Frisco Class 14 Day.

REPORTS

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

Parks and Recreation Director Rick Wieland reported on Park and Trail Development, Facilities, Special Events and Youth Development activities. Mr. Wieland also reported that on Saturday, March 24th, the Parks Department would be sponsoring their 20th Annual Easter Eggstravaganza at the soccer fields at FC Dallas Stadium, from 1:00 p.m. to 4:00 p.m.

6. Library report on usage and programming activities

Director of Library Services Shelley Holley reported on usage and programming activities for the month of January. Ms. Holley commented that every year in

celebration of National Poetry Month the Library invites kids in grades 1 – 12 to compete in a Poetry Contest. The winning poems will be compiled into a book and will be added to the Library's collection.

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

Engineering Director Paul Knippel reported on Roads, Traffic and Water and Sewer projects for the month of February. Mr. Knippel commented that his department was wrapping up the report on engineering design standards and construction specifications that staff has been working on for some time. The Frisco Developers Council and consulting engineers that submit work to the City and have received feedback from the FDC.

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

Jeff Cheney reported that the Budget and Audit Committee had met this afternoon and there were three items that merited reporting; 1) the auditor's report was presented and reviewed, 2) as a result there was positive news of a net positive of about two million dollars for last year and staff will bring a proposal forward for Council to fund critical capital projects that were cut last year, and 3) the Frisco Athletic Center fee structures were discussed and will be reviewed to allow the FAC to continue in an expense neutral setting going forward.

The other subcommittees had no reports and Mayor Maso moved to the Consent Agenda since it was not yet 7:30 p.m.

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

No one wished to speak and Mayor Masao continued with Item 32.

CONSENT AGENDA

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

Jeff Cheney moved to approve the Consent Agenda. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Cheney;
Against: (None)

9. Consider and act upon approval of the February 7, 2012 and February 21, 2012 regular City Council minutes. (CSO/JP)

10. Consider and act upon approval of a Resolution authorizing the City Manager or his designee to execute an Interlocal Agreement with Collin County for Library funding. (Library/SH) **Resolution 12-03-50R**

11. Consider and act upon approval of a Resolution authorizing the City Manager or his designee to execute an Interlocal Agreement with Denton County for Library funding. (Library/SH) **Resolution 12-03-51R**

12. Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Escrow Agreement by and between the City of Frisco and Preston Trail Ministries Inc. to provide funding for the construction of a left turn lane in conjunction with the construction of FM 3537 (Main Street) from Preston Road to Custer Road. (Engineering/JB) **Resolution 12-03-52R**

13. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and the Texas Department of Transportation to reimburse the City of Frisco for the cost of equipment provided for the traffic signals on Eldorado Parkway in the Town of Little Elm (Engineering/BM). **Resolution 12-03-53R**

14. Consider and act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee. Funding for a detective dedicated to investigating high risk domestic violence cases. (Police/GW) **Resolution 12-03-54R**

15. Consider and act upon a recommendation by the Parks and Recreation Board to adopt a Master Plan for Pearson Park. (Parks / JED)

16. Consider and act upon approving a Resolution authorizing the City Manager to execute a contract by and between the City of Frisco and K. Hovnanian Homes –DFW LLC for Phase One Improvements to Miramonte Park. (Parks/DR) **Resolution 12-03-55R**

17. Consider and act upon approving a Resolution authorizing the City Manager to execute a contract by and between the City of Frisco and David McCaskill Design Group for Landscape Architecture services for the Panther Creek

Tributary Trail Master Plan. (Parks/DR) **Resolution 12-03-56R**

18. Consider and act upon approval of a purchase order to Vigilant Video, Inc. for an automated license plate reader solution (ALPR), and approval of a Resolution authorizing the City Manager to sign a site license agreement for this system. (Court/TJ) **Resolution 12-03-57R**

19. Consider and act upon award of bid #1201-034, Liebert Unit for City of Frisco Police Department server room, to Frymire Services Inc. and approval of a Resolution authorizing the City Manager to sign an agreement for the purchase and installation. (Facilities/TJ) **Resolution 12-03-58R**

20. Consider and act upon approval of a purchase order to Monster for the continuation of employment application system software support, and proposed enhancements. (HR/TJ)

21. Consider and act upon ratification of the purchase with TS Sports for an upgrade to the timing system at the Dr Pepper Stars Center Arena. (CVB/TJ)

22. Consider and act upon a proposed services agreement with the Museum of the American Railroad for activities at the Frisco Heritage Museum. (CMO)

23. Consider and act on items related to submission of documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from one event. (CVB)

    A. Consider and act on the adoption of a Resolution authorizing the City Manager to submit documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from 2012 Ice Skating Institute's World Recreational Team Championships. (CVB) **Resolution 12-03-59R**

    B. Consider and act on a Consulting Agreement with Don Hoyte, Ph.D for services in performing an economic impact study. (CVB)

24. Consider and act upon authorizing the City Manager to execute a Development Agreement by and between Wanamaker Frisco One, L.P., Shula Netzer, and the City of Frisco, Texas for the construction of John Hickman and related improvements for the development of an Academy Sports and Outdoor retail center. (CMO)

25. Consider and act upon authorizing the City Manager to execute a Chapter 380 Grant Agreement by and between the City of Frisco, Texas and MoneyGram Payment Systems, Inc. (CMO)

26. 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.)

Scott Johnson moved to approve the Legislative Agenda. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

27. Consider and act upon adoption of an Ordinance rezoning 20.0± acres from Agricultural to Single Family-7. The property is located on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway. Neighborhood #06. Zoning Case No. Z11-0021. (Development Services/JE) **Ordinance 12-03-09**

28. Consider and act upon adoption of an Ordinance rezoning 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Residential Estate and Single Family-7. Neighborhood #11. Zoning Case No. Z11-0022 (Development Services/MW) **Ordinance 12-03-10**

29. Consider and act upon adoption of an Ordinance on the voluntary annexation of 97.5± acres in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas, generally located on the southeast corner of County Road 26 and Dallas Parkway. Neighborhood #53. Annexation Case A12-0001. (Development Services/MW) **Ordinance 12-03-11**

REGULAR AGENDA

City Manager George Purefoy asked Mayor Maso to return to the Consent Agenda to revisit Item 24. He explained that the item was not ready for Council approval and he had intended to pull the item and neglected to do so at the proper time. City Attorney Richard Abernathy commented that he felt it was appropriate to withdraw approval of the item and then table until a future

meeting.

Jeff Cheney moved to withdraw approval of Item 24 on the Consent Agenda and table the item until a future meeting. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

30. Public Hearing: Z11-0018. 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. (Development Services/JE)

Development Services Director John Lettelleir stated that the applicant is requesting to amend the Planned Development (PD) standards for Retail/Office-2 tract on the northeast corner of Eldorado Parkway and Dallas Parkway. Since the entire PD is open for review, staff is also taking the opportunity to modify the PD by removing Tracts 2-4 that are currently single family subdivisions, from the PD and applying a straight zoning designation. Removing these properties from the PD will not increase not decrease development rights on their property.

Jeff Cheney moved to open the public hearing. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Frank Abbott, with Kimley-Horn and Associates, 5750 Genesis Court, #2000, Frisco, Texas, representing the applicant, was available for questions.

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

Passed

Vote: 5 – 0

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

Against: (None)

Bob Allen moved to approve Public Hearing: Z11-0018. 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. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

31. Public Hearing: SUP11-0008. 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. (Development Services/JE)

Mr. Lettelleir stated that QuikTrip is requesting a Specific Use Permit for a convenience store with gas pumps and represents the third convenience store with gas pumps at the intersection of Eldorado Parkway and Dallas Parkway. The zoning Ordinance was amended in August 2011 to allow a third convenience store with gas pumps within the Tollway Overlay District upon approval of a Specific Use Permitting, including special conditions.

Scott Johnson moved to open the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso asked for comments:

Will Russell, 2428 Merrimac Dr., Frisco, Texas, and a Planning and Zoning Commissioner, questioned the roof design in the proposal and voiced opposition.

Jim Beilman, 1120 N. Industrial Blvd., Euless, Texas, representing QuikTrip spoke in support of the project, stating the development standards met Tollway

Overlay District requirements.

Jake Petras, 1120 N. Industrial Blvd., Euless, Texas, the real estate project manager representing QuikTrip, was available for questions.

Scott Johnson moved to close the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mr. Lettelleir answered questions presented by Council and explained how the decision for a flat roof was made.

Jake Petras, addressed council by commenting on the challenges of a pitched roof and stated that the design was created to match the existing architecture in the area.

John Keating moved to approve Public Hearing: SUP11-0008. 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. Pat Fallon seconded the motion.

Passed

Vote: 4 – 1

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

Against: Scott Johnson

Mayor Maso moved to Citizen Input since it was 7:30 p.m.

32. Public Hearing: SUP12-0001. A request for a Specific Use Permit for a Big Box Retail Development on one lot on 16.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1. Neighborhood #29. (Development Services/RC)

Mr. Lettelleir stated that the SUP was for Academy Sports and Outdoors and that the Planning and Zoning Commission had recommended approval.

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

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Peter Kessels, 5949 Sherry Way, Ste 755, Dallas, Texas, with Turcotte Development was available to answer questions.

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

Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

John Keating moved to approve Public Hearing: SUP12-0001. A request for a Specific Use Permit for a Big Box Retail Development on one lot on 16.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road and consider and act to direct staff to prepare an Ordinance of the same. Zoned Commercial-1. Neighborhood #29. Bob Allen seconded the motion.

Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

33. Public Hearing: Annexation Case A12-0002. A proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53. (Development Services/MW)

Mr. Lettelleir stated that this was the first of two public hearings for voluntary annexation submitted by the property owner, Forest/380 Partners, LP and the next public hearing will be at the March 20, 2012 Council meeting. Mr. Lettelleir read the required statement for the annexation service plan.

Pat Fallon moved to open the public hearing. Bob Allen seconded the motion.

Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

No one wished to speak.

Bob Allen moved to close the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

34. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd. for Stonewater Crossing, Phases 1 & 2, and the construction of Witt Road Water Line Improvements. DA11-0003. (Development Services/RC) **Resolution 12-03-61R**

Mr. Lettelleir stated that this was a development agreement that has been underway for several years and that the tract was covered by two agreements for Tract A and Tract B. The developer, Papagolos Development Properties Ltd., has requested the City enter into a Developer's Impact Fee Agreement for the collection of impact fees for single family lots within the residential development of Stonewater Crossing Phases 1 & 2. The developer has constructed a 12-inch water line along Witt Road to serve the capacity need for future development. Since the water Line Improvement is identified within the City's CIP, Water Impact Fee Credits will be given to the Tract A, Phase 1 lots for which permits have been issued, but have not yet been collected. Mr. Lettelleir recommended approval.

Pat Fallon moved to approve adoption of a Resolution authorizing the City Manager to execute a Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd. for Stonewater Crossing, Phases 1 & 2, and the construction of Witt Road Water Line Improvements. DA11-0003. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

35. Continuation of the Public Hearing and consider and act upon the adoption of the amended Impact Fee Ordinance. (Engineering/PK) **Ordinance 12-03-12**

Scott Johnson moved to open the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

No one wished to speak.

Bob Allen moved to close the public hearing and adopt the Amended Impact Fee Ordinance. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

36. Presentation and acceptance of the Fiscal Year 2011 Comprehensive Annual Financial Report and Auditor's Report (Financial Services/AC)

Finance Director Anita Cothran presented the Fiscal Year 2011 Comprehensive Annual Financial Report and Auditor's Report. Ms. Cothran stated that auditor Kevin Smith, partner with Crowe Horwath LLP, was present and met with the Budget and Audit Committee earlier that day and presented his Auditor's Communication, Management Letter, and the Single Audit. There were very few findings and a clean opinion was issued. The Audit Report is available on the City's website and Ms. Cothran recommended that Citizens should at least read the Management Discussion and Analysis beginning on page 17.

Mr. Smith spoke briefly about the audit process and reported that there were no concerns that were reported.

Councilmember Cheney added that as the Chair of the Budget and Audit Committee, he wanted to reinforce the fact that the City is required to change audit firms every five years and that is why the City engaged a new firm this year. He added that the Committee was pleased with Crowe Horwath and looked forward to working with them in the future.

Scott Johnson moved to approve presentation and acceptance of the Fiscal Year 2011 Comprehensive Annual Financial Report and Auditor's Report. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

37. Consider and act upon appointment of Convention and Visitors Bureau Place 11 Ex-Officio At-Large position for the unexpired term of Keith Britton from October 1, 2011 to September 30, 2013. (CSO/JP)

City Secretary Jenny Page stated that this position was vacated at the last

meeting when Keith Britton was appointed to the Place 4 At-Large position. The unexpired term will end on September 30, 2012. One application had been received by Ms. Karen Musa and recommended by CVB Director Marla Roe.

Mayor Maso opened nominations.

Scott Johnson nominated Chuck Wright.

Bob Allen nominated Karen Musa.

Mayor Maso called for a vote for Chuck Wright.

Passed

Vote: 4 – 1

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

38. Consider and act upon actions necessary for the May 12, 2012 General Election in the City of Frisco.

Considere y actúe sobre acciones necesarias para la Elección general en la Ciudad de Frisco el 12 de Mayo, 2012. (CSO/JP)

Ms. Page reported that the documents presented tonight were a follow up to the Resolution approved on April 21, 2012, calling the May 12, 2012 Joint General Election with FISD. They provided for designation of voting precincts, election day polling locations, and other actions necessary to hold the election.

John Keating moved to approve Item 38 A and B, actions necessary for the May 12, 2012 General Election in the City of Frisco. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

A. Consider and act on an Ordinance of the City Council of the City of Frisco, Texas, repealing Ordinance No. 03-02-04 and Ordinance No. 10-01-06 and designating four (4) election precincts for elections to be held in the City of Frisco, Texas; Providing for the Pre-Clearance and all necessary actions; and Providing for an effective date. **Ordinance 12-03-13**

Considere y actúe sobre una Ordenanza del Ayuntamiento de la Ciudad de Frisco, Texas, revocando Ordenanza No.03-02-04 y la Ordenanza No.10-01-06 y designando cuatro (4) zonas de elección para elecciones

que se convocarán en la Ciudad de Frisco, Texas; Proporcionando pre-consentimiento y todas otras acciones necesarias; y Proporcionando una fecha de vigencia. (CSO/JP) **Ordinance 12-03-13**

B. Consider and act on a Resolution of the City Council of the City of Frisco, Texas, designating election day polling places within the election precincts within the City of Frisco, Texas for elections ordered; Providing for Pre-Clearance and all other necessary actions; and Providing an effective date. **Resolution 12-03-62R**

Considere y actúe sobre una Resolución del Ayuntamiento de la Ciudad de Frisco, Texas, designando centros electorales de día de elecciones dentro de las zonas de elección dentro de la Ciudad de Frisco, Texas para elecciones ordenadas; Proporcionando pre-consentimiento y todas otras acciones necesarias; y Previendo una fecha de vigencia. (CSO/JP)

39. Consider and act upon presentation and acceptance of two (2) Local Option Petitions.

Considere y actúe sobre presentación y aceptación de dos (2) Peticiones de Opciones Locales. (CSO/JP)

Ms. Page presented two petitions that were presented by Texas Petition Strategies on behalf of the citizens of Frisco. She explained the process and reported that the required number of signatures was 7,777 and Petition #1 had 8,031 signatures that were verified as registered voters, and Petition #2 had 8,059 signatures that were verified as registered voters, making both petitions acceptable. Ms. Page asked for a vote of acceptance from the Council.

A. Presentation and acceptance of a Local Option Petition from the citizens of Frisco for “The legal sale of beer and wine for off-premise consumption only”.

Presentación y aceptación de una petición de Opción Local de los ciudadanos de Frisco para “La venta legal de cerveza y vino para el consumo fuera del establecimiento únicamente”. (CSO/JP)

John Keating moved to approve presentation and acceptance of Item 39A: Petition #1 "The Legal sale of beer and wine for off-premise consumption only". Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

B. Presentation and acceptance of a Local Option Petition from the citizens of Frisco for “The legal sale of mixed beverages in restaurants by food and beverage certificate holders only”.

Presentación y aceptación de una petición de Opción Local de los ciudadanos de Frisco para “La venta legal de bebidas mixtas en los restaurantes por poseedores de certificados de alimentos y bebidas únicamente”. (CSO/JP)

John Keating moved to approve presentation and acceptance of Item 39B: Petition #2 "The Legal sale of mixed beverages in restaurants by food and beverage certificate holders only". Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

40. Consider and act upon a Resolution of the City Council of the City of Frisco, Collin and Denton County, Texas, Ordering a Special Local Option Election to consider Legalizing the following two (2) issues: (1) THE LEGAL SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION ONLY, AND (2) THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY IN THE CITY OF FRISCO, TEXAS. **Resolution 12-03-63R**

Considere y actúe sobre una Resolución del Ayuntamiento de la ciudad de Frisco Condados de Collin y Denton, Texas, Pediendo una Elección Especial de Opción Local para considerar la Legalización de los dos (2) siguientes asuntos: (1) LA VENTA LEGAL DE CERVEZA Y VINO PARA CONSUMO FUERA DEL LOCAL ÚNICAMENTE, Y (2) LA VENTA LEGAL DE BEBIDAS MIXTAS EN LOS RESTAURANTES POR POSEEDORES DE CERTIFICADOS DE ALIMENTOS Y BEBIDAS ÚNICAMENTE. (CSO/JP)

Scott Johnson moved to approve a Resolution of the City Council of the City of Frisco, Collin and Denton County, Texas, Ordering a Special Local Option Election to consider Legalizing the following two (2) issues: (1) THE LEGAL SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION ONLY, AND (2) THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY IN THE CITY OF FRISCO, TEXAS. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Pat Fallon moved to recess into Closed Session at 8:04 p.m. pursuant to Texas Government Code Section 551.071, 551.072, 551.074, and 551.087. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Bob Allen moved to reconvene into Regular Session at 11:28 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

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

- Bring back Item 24

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

Council Member John Keating gave the council a grade of a “good job”.

ADJOURN

Pat Fallon moved to adjourn at 11:30 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #16.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 20, 2012**

Subject: **Consider and act upon adoption of a Resolution ratifying acquisition by purchase certain property for right-of-way and easements for the construction of and/or improvements to Stonebrook Parkway (Dallas Parkway to Preston Road)**

Action Requested: City Council's consideration and adoption of a Resolution ratifying acquisition by purchase certain property for right-of-way and easements for the construction of and/or improvements to Stonebrook Parkway from the Dallas Parkway to Preston Road.

Background Information: This project is for the reconstruction of 9,000 feet of westbound pavement on Stonebrook Parkway from the Dallas Parkway to Preston Road and the installation of 12,300 feet of 36-inch diameter water transmission main.

The project includes traffic capacity improvements to the intersection of Dallas Parkway and Stonebrook. As part of this work, the City acquired 0.2956 acres of right-of-way and a temporary construction easement at the southwest corner of Stonebrook Parkway and the Dallas Parkway. These parcels are shown on Exhibits A and B.

Alternatives: The City Council could consider the following alternatives:

- Approval of Resolution;
- Send back to staff with direction.

Financial Considerations: Funding for the project is from General Obligation funds.

Legal Review: The Resolution has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Location Map
- Resolution
- Exhibits “A” and “B”

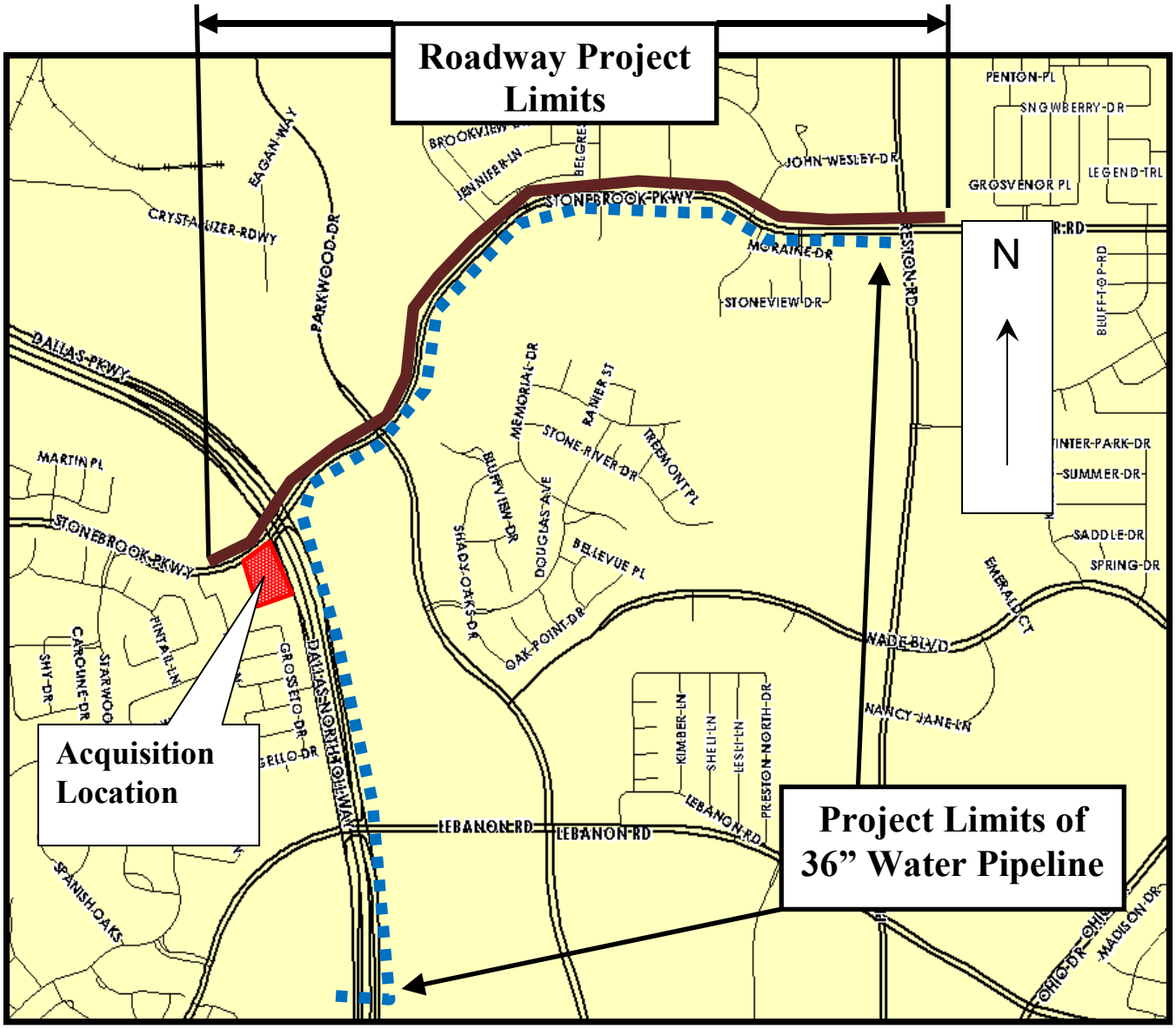
Staff Recommendation: Staff recommends approval of the Resolution. Staff will be present at the meeting to address any questions from the City Council.

FRISCO
PROGRESS IN MOTION

Right-of-Way and Easement Acquisition

Stonebrook Parkway (Dallas North Tollway to Preston Road)

March 20, 2012



Acquisition Location
Water Line
Roadway Work

CITY OF FRISCO, TEXAS RESOLUTION NO. _____(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY RATIFYING THE CITY MANAGER'S PURCHASE OF THE FEE SIMPLE RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION OF STONEBROOK PARKWAY AND RELATED DRAINAGE AND OTHER UTILITY FACILITIES TO THE DALLAS NORTH TOLLWAY; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") investigated and determined that there is a public necessity for the acquisition of the fee simple right-of-way and temporary construction easement for the construction of Stonebrook Parkway and related drainage and other utility facilities to the Dallas North Tollway ("Project") on the property located in the City of Frisco, Texas ("Frisco"), as more particularly described in and depicted on *Exhibit "A",* attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, the City Council hereby ratifies the City Manager of the City of Frisco, Texas' ("City Manager") purchase ("Purchase") of the Property for the Project, as well as the execution of any and all documents necessary to acquire the same.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Ratification of City Manager's Purchase of the Property for the Project/Determination of Just Compensation. The City Council hereby officially determines to ratify the Purchase of the Property for the Project as more particularly described in and depicted on *Exhibit "A"*, attached hereto. The City Council further determines that the Purchase of the Property for the Project is just compensation for the acquisition of said Project.

SECTION 3: Savings/Repealing Clause. All provisions of any resolution in conflict with this Resolution are hereby repealed; but such repeal shall not abate any pending matters of the repealed resolution. Any remaining portions of conflicting resolutions shall remain in full force an effect.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. Frisco hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof

irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Resolution shall take effect immediately from and after its passage.

RESOLVED THIS the ___ day of March, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

EXHIBIT "A"
(Description and Depiction of Project)

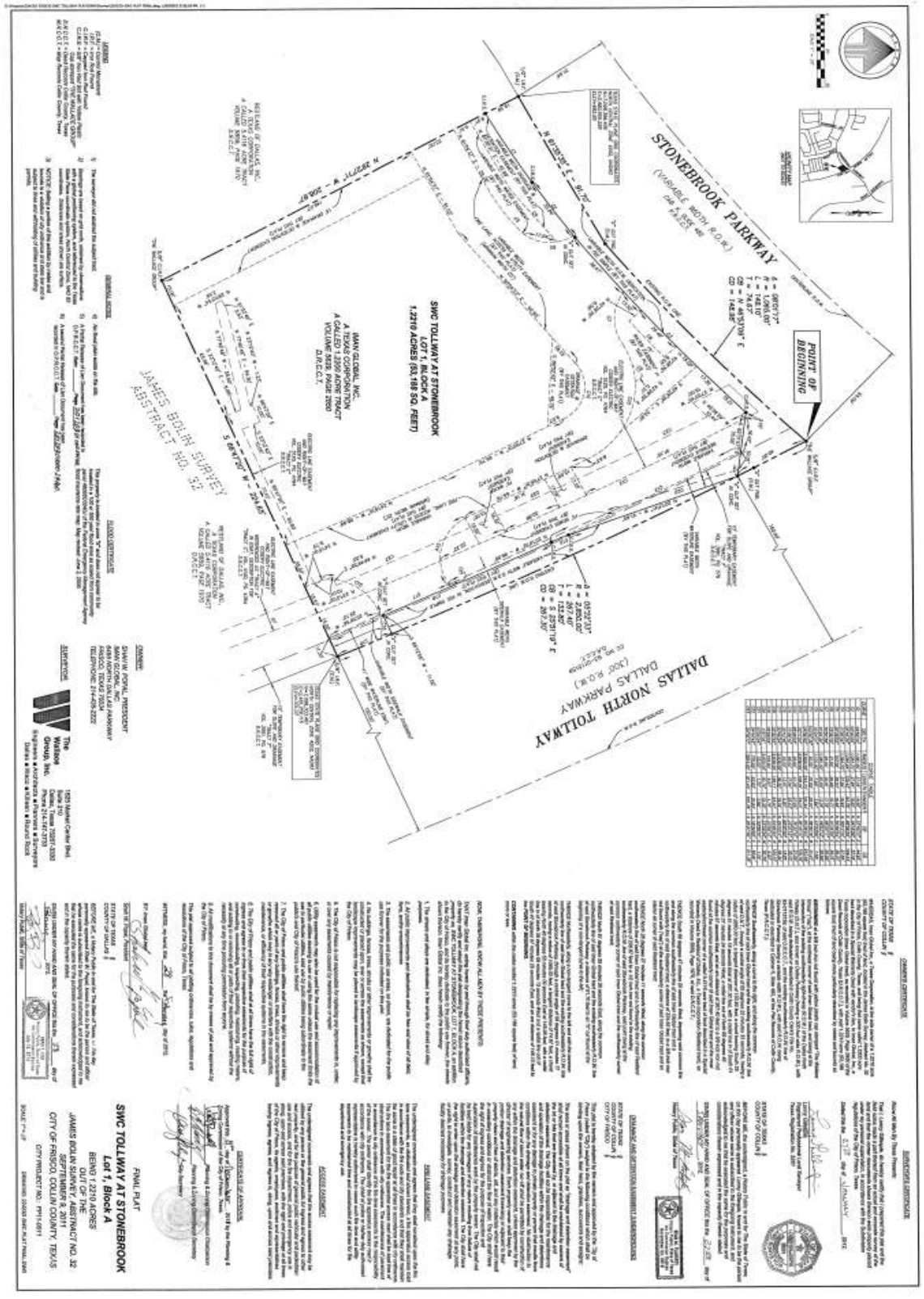


Exhibit B

20120301000242140 03/01/2012 02:14:46 PM EM 1/9

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING RETURN TO:
Engineering Department
City of Frisco, Texas
6101 Frisco Square Blvd.; 3rd Floor East
Frisco, Texas 75034

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That ***IMAN GLOBAL, INC.***, a Texas corporation ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand to Grantor paid by the ***CITY OF FRISCO, TEXAS***, a Texas home rule municipality, ("Grantee") the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee a temporary construction easement for the purpose of constructing road, drainage and other utility facilities ("Facilities"), together with all necessary appurtenances and incidental improvements thereto, over, across, in, upon, under and through certain real property owned by Grantor and located in the City of Frisco, Collin County, Texas, as more particularly described in Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against

every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will automatically terminate upon the earlier of: (i) the date the City of Frisco finally accepts the public improvements constructed under this Temporary Construction Easement; or (ii) June 1, 2015.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and/or a separate instrument, in a recordable form reasonably acceptable to Grantee, may be provided.

The easement rights and privileges granted herein are exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

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

[SIGNATURES TO FOLLOW.]

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this 28th day of February, 2012.

GRANTOR:
IMAN GLOBAL, INC.,
a Texas corporation

By: _____
Shah Popal, President

AGREED AND ACCEPTED:
CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

THE STATE OF TEXAS §
§
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Shah Popal, President and duly authorized representative of ***IMAN GLOBAL, INC.***, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he is the duly authorized representative of said corporation and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of Febocary, 2012.

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

Notary Public in and for the State of Texas
My Commission Expires: July 15, 2014

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, City Manager for and on behalf of the ***CITY OF FRISCO, TEXAS***, a Texas home-rule municipality; he acknowledged to me he is the duly authorized representative of the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2012.

BUDDY MINETT
MY COMMISSION EXPIRES
March 30, 2016

Notary Public in and for the State of Texas
My Commission Expires: March 30, 2016

JOINDER OF LIENHOLDERS

Lienholders provided releases and/or subordinations of this Easement by separate instrument as authorized herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXHIBIT "1"
Description and Depiction of Temporary Construction Easement

EXHIBIT "A"

25 FOOT TEMPORARY CONSTRUCTION EASEMENT
IMAN GLOBAL, INC. TRACT
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Field notes for the description of a 25 foot wide Temporary Construction Easement covering a 0.1288 acre (5,609 square foot) tract of land, being situated in the James Bolin Survey, Abstract No. 32, in the City of Frisco, Collin County, Texas, and being part of that certain called 1.2200 acre tract of land described in a Special Warranty Deed with Vendor's Lien, to Iman Global, Inc., a Texas corporation (Iman Global tract), as recorded in Volume 5629, Page 2850, of the Deed Records of Collin County, Texas (D.R.C.C.T.), with said 0.1288 acre (5,609 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found marking the northwest corner of said Iman Global, Inc. tract, being common with the northeast corner of that certain called 5.4116 acre tract of land described in a Special Warranty Deed to Restland of Dallas, Inc., a Texas corporation (Restland tract), as recorded in Volume 5859, Page 1970, of said D.R.C.C.T., said point being in the existing southeasterly right-of-way (R.O.W.) line of Stonebrook Parkway (a variable width R.O.W.);

THENCE South 28 degrees 27 minutes 11 seconds East, departing said lines and along the common southwesterly line of said Iman Global tract and a northeasterly line for said Restland tract, a distance of 19.38 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "THE WALLACE GROUP" ("cap") at the **POINT OF BEGINNING** of the herein described 0.1288 acre (5,609 square foot) tract, said point being in the proposed southeasterly R.O.W. of Stonebrook Parkway, said point also being in a curve to the left, with the radius point being situated North 29 degrees 48 minutes 37 seconds West, a distance of 525.00 feet;

THENCE Northeasterly, along the common northwesterly line of said Iman Global tract and the proposed southeasterly R.O.W. line of said Stonebrook Parkway, with said curve to the left, through a central angle of 04 degrees 52 minutes 12 seconds, having a radius of 525.00 feet, a tangent distance of 22.33 feet, a chord bearing North 57 degrees 45 minutes 17 seconds East at 44.61 feet, and an arc distance of 44.62 feet to a 5/8 inch iron rod set with "cap" at the beginning of a curve to the left, with the radius point being situated North 34 degrees 40 minutes 49 seconds East, a distance of 1,061.50 feet;

THENCE Northeasterly, continuing along the common northwesterly line of said Iman Global tract and the proposed southeasterly R.O.W. line of said Stonebrook Parkway, with said curve to the left, through a central angle of 02 degrees 00 minutes 26 seconds, having a radius of 1,061.50 feet, a tangent distance of 18.59 feet, a chord bearing North 54 degrees 18 minutes 58 seconds East at 37.18 feet, and an arc distance of 37.19 feet to a 5/8 inch iron rod set with "cap" at the beginning of a curve to the left, with the radius point being situated North 38 degrees 27 minutes 17 seconds West, a distance of 1,094.64 feet;

THENCE Northeasterly, continuing along the common northwesterly line of said Iman Global tract and the proposed southeasterly R.O.W. line of said Stonebrook Parkway, with said curve to the left, through a central angle of 06 degrees 46 minutes 27 seconds, having a radius of 1,094.64 feet, a tangent distance of 64.78 feet, a chord bearing North 48 degrees 09 minutes 29 seconds East at 129.34 feet, and an arc distance of 129.42 feet to a 5/8 inch iron rod set with "cap" for the beginning of a transitional R.O.W. line on the proposed southeasterly R.O.W. line of said Stonebrook Parkway, transitioning to the southwesterly R.O.W. line of the North Dallas Tollway (also known as Dallas Parkway - a 300 foot R.O.W.);

THENCE South 82 degrees 31 minutes 57 seconds East, along said transitional R.O.W. line and along the northerly line for said Iman Global tract, a distance of 31.23 feet to a point at the beginning of a curve to the right, with the radius point being situated North 46 degrees 11 minutes 50 seconds West, a distance of 1,119.64 feet, and from which a 5/8 inch iron rod set with "cap", bears South 82 degrees 31 minutes 57 seconds East, a distance of 3.82 feet;

THENCE Southwesterly, and through said Iman Global tract, with said curve to the right, through a central angle of 07 degrees 45 minutes 44 seconds, having a radius of 1,119.64 feet, a tangent distance of 75.96 feet, a chord bearing South 47 degrees 41 minutes 02 seconds West at 151.57 feet, and an arc distance of 151.68 feet to a point at the beginning of a curve to the right, with the radius point being situated North 36 degrees 42 minutes 28 seconds West, a distance of 1,086.50 feet;

THENCE Southwesterly, continuing through said Iman Global, Inc. tract, with said curve to the right, through a central angle of 02 degrees 01 minutes 39 seconds, having a radius of 1,086.50 feet, a tangent distance of 19.23 feet, a chord bearing South 54 degrees 18 minutes 22 seconds West at 38.44 feet, and an arc distance of 38.45 feet to a point at the beginning of a curve to the right, with the radius point being situated North 34 degrees 40 minutes 49 seconds West, a distance of 550.00 feet;

EXHIBIT "A"

25 FOOT TEMPORARY CONSTRUCTION EASEMENT
IMAN GLOBAL, INC. TRACT
CITY OF FRISCO, COLLIN COUNTY, TEXAS

THENCE Southwesterly, and continuing through said Iman Global, Inc. tract, with said curve to the right, through a central angle of 04 degrees 55 minutes 54 seconds, having a radius of 550.00 feet, a tangent distance of 23.69 feet, a chord bearing South 57 degrees 47 minutes 08 seconds West at 47.33 feet, and an arc distance of 47.34 feet to a point in the common southwesterly line of said Iman Global, Inc. tract and a northeasterly line of said Restland tract;

THENCE North 28 degrees 27 minutes 11 seconds West, along said common line, a distance of 25.01 feet to the **POINT OF BEGINNING.**

CONTAINING within the metes recited 0.1288 acre (5,609 square feet) of land, more or less.

Bearings are based on Grid North, obtained by observations with a Global Positioning System, and referenced to the Texas State Plane Coordinate System, North Central Zone, NAD 83 Coordinates. Distances and area shown are surface.

An exhibit drawing of even survey date herein accompanies this field note description for the Street Easement, surveyed on the ground in July of 2011.

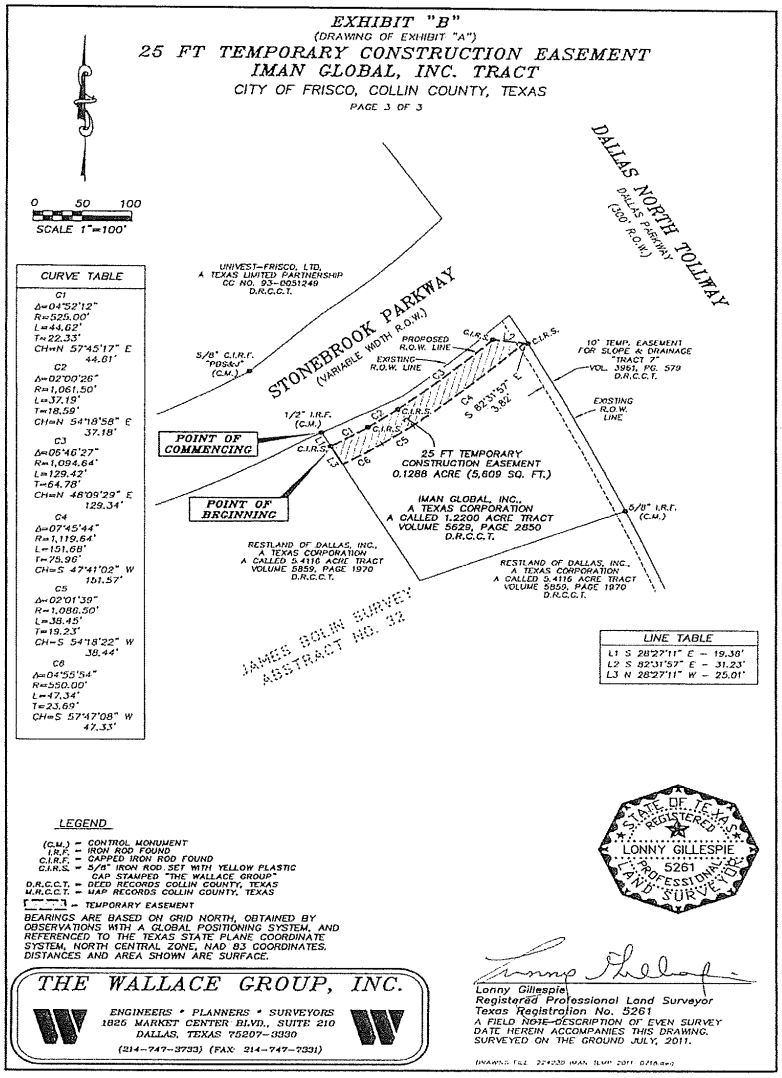
I, Lonny Gillespie, Registered Professional Land Surveyor No. 5261, State of Texas, do hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.

Lonny Gillespie
Registered Professional Land Surveyor
Texas Registration No. 5261

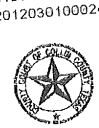


G:\Projects\22423D FRISCO-DNT STONEBROOK\DOCUMENTS\22423 IMAN GLOBAL TEMP.doc

Page 2 of 3


EXHIBIT "B"
(DRAWING OF EXHIBIT "A")
25 FT TEMPORARY CONSTRUCTION EASEMENT
IMAN GLOBAL, INC. TRACT
CITY OF FRISCO, COLLIN COUNTY, TEXAS
PAGE 3 OF 3
0 50 100
SCALE 1"=100'
DALLAS NORTH TOLLWAY
DALLAS PARKWAY
(300' R.O.W.)
STONEBROOK PARKWAY
(VARIABLE WIDTH R.O.W.)
UNIVEST-FRISCO, LTD.
A TEXAS LIMITED PARTNERSHIP
CC NO. 93-0051249
D.R.C.C.T.
5/8" C.I.R.F.
"PDS&J"
(C.M.)
PROPOSED R.O.W. LINE
EXISTING R.O.W. LINE
10' TEMP. EASEMENT FOR SLOPE & DRAINAGE "TRACT 7" VOL. 3981, PG. 579 D.R.C.C.T.
EXISTING R.O.W. LINE
1/2" I.R.F.
(C.M.)
POINT OF COMMENCING
POINT OF BEGINNING
25 FT TEMPORARY CONSTRUCTION EASEMENT
0.1288 ACRE (5,609 SQ. FT.)
IMAN GLOBAL, INC.
A TEXAS CORPORATION
A CALLED 1.2200 ACRE TRACT
VOLUME 5629, PAGE 2850
D.R.C.C.T.
5/8" I.R.F.
(C.M.)
RESTLAND OF DALLAS, INC.
A TEXAS CORPORATION
A CALLED 5.4116 ACRE TRACT
VOLUME 5859, PAGE 1970
D.R.C.C.T.
RESTLAND OF DALLAS, INC.
A TEXAS CORPORATION
A CALLED 5.4116 ACRE TRACT
VOLUME 5859, PAGE 1970
D.R.C.C.T.
JAMES BOLIN SURVEY
ABSTRACT NO. 32
CURVE TABLE
C1
Δ=04°52'12"
R=525.00'
L=44.62'
T=22.33'
CH=N 57°45'17" E
44.61'
C2
Δ=02°00'26"
R=1,061.50'
L=37.15'
T=18.58'
CH=N 54°18'58" E
37.18'
C3
Δ=05°46'27"
R=1,094.64'
L=129.42'
T=64.78'
CH=N 48°09'29" E
129.34'
C4
Δ=07°45'44"
R=1,119.64'
L=151.68'
T=75.96'
CH=S 47°41'02" W
151.57'
C5
Δ=02°01'39"
R=1,086.50'
L=38.45'
T=19.23'
CH=S 54°18'22" W
38.44'
C6
Δ=04°55'54"
R=550.00'
L=47.34'
T=23.69'
CH=S 57°47'08" W
47.33'
LINE TABLE
L1 S 28°27'11" E - 19.38'
L2 S 82°31'57" E - 31.23'
L3 N 28°27'11" W - 25.01'
LEGEND
(C.M.) = CONTROL MONUMENT
I.R.F. = IRON ROD FOUND
C.I.R.F. = CAPPED IRON ROD FOUND
C.I.R.S. = 5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "THE WALLACE GROUP"
D.R.C.C.T. = DEED RECORDS COLLIN COUNTY, TEXAS
M.R.C.C.T. = MAP RECORDS COLLIN COUNTY, TEXAS
= TEMPORARY EASEMENT
BEARINGS ARE BASED ON GRID NORTH, OBTAINED BY OBSERVATIONS WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83 COORDINATES. DISTANCES AND AREA SHOWN ARE SURFACE.
STATE OF TEXAS
REGISTERED
LONNY GILLESPIE
5261
PROFESSIONAL
LAND SURVEYOR
THE WALLACE GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
1826 MARKET CENTER BLVD., SUITE 210
DALLAS, TEXAS 75207-3930
(214-747-3733) (FAX 214-747-7331)
Lonny Gillespie
Registered Professional Land Surveyor
Texas Registration No. 5261
A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREIN ACCOMPANIES THIS DRAWING.
SURVEYED ON THE GROUND JULY, 2011.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
03/01/2012 02:14:46 PM
$48.00 DFOSTER
20120301000242140





AGENDA ITEM #17.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 20, 2012**

Subject: **Consider and act upon rejection of bids received for the Fairways Lift Station Improvements Project, Bid No. 1212-026**

Action Requested: Staff requests that City Council reject the bids received on January 31, 2012, for the Construction Services for the Fairways Lift Station Improvements Project (Bid No. 1212-06).

Background Information: This project consisted of adding one new peak flow pump and a wetwell to the lift station to increase the pumping capacity during rain events. The project also included an emergency power generator to provide electrical power during power outages.

A total of five bids were opened on January 31, 2012, ranging from a low bid of $1,331,373.76 to a high bid of $1,428,000.00. Mitchell Enterprises of Sherman was the apparent low bidder. The engineer's opinion of probable construction cost was $740,163.00. The bids received reflect a fairly close range of pricing and all bids were within 7 percent of the low bid. Although the bids received reflect competitive market prices, the budget amount of $838,163 has been exceeded and the cost does not justify the proposed project.

The project scope will be revised to include only the emergency generator.

Alternatives: The City Council could consider the following alternatives:

- Deny the award of bid.

Financial Considerations: Funding of the project is from Certificates of Obligation.

Legal Review: None.

Supporting Documents:

- Project Location Map
- Bid Tabulation

Staff Recommendation: Staff recommends that the City Council consider and act upon rejection of bids received for bid request #1212-06 for the Fairways Lift Station. Staff will be available during the City Council meeting to answer any questions regarding this matter.

Freese & Nichols, Inc.
701 N. North Market St. #500
Dallas, TX 75202
BID TABULATION

Apparent Low Bidder

Client: City of Frisco
Project: Fairways Lift Station Peak Flow Improvements
Bid Date: January 31, 2012
Project No.: FRC11245

#	Description	Quantity	Unit	Mitchell Enterprises 700 N. Crockett Sherman, TX 75090 (903)893-6593		Associated Construction Partners 215 W Bandera Rd., Suite 114-461 Boerne, TX 78006 (210)698-8714		CPS Civil 1215 Crest Lane Drive Duncanville, TX 75137 (972)674-2950		Wilson Contractor Services 107 Bell Ave. Ste1-4 Denton, TX 76201 (940)243-1174		Gracon Construction P.O. Box 360039 Dallas, TX 75336 (972)222-8533		Average	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Furnish Submersible Pump	1	EA	$920.93	$920.93	$125,000.00	$125,000.00	$150,000.00	$150,000.00	$129,800.00	$129,800.00	$135,000.00	$135,000.00	$108,144.19	$108,144.19
2	Lift Station	1	LS	$733,811.70	$733,811.70	$760,000.00	$760,000.00	$708,000.00	$708,000.00	$660,110.45	$660,110.45	$692,000.00	$692,000.00	$710,784.43	$710,784.43
3	Trench Safety System	100	LF	$182.04	$18,204.00	$100.00	$10,000.00	$100.00	$10,000.00	$139.00	$13,900.00	$10.00	$1,000.00	$106.21	$10,620.80
4	Storm Water Pollution Prevention Plan	1	LS	$2,969.56	$2,969.66	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$4,625.00	$4,625.00	$2,000.00	$2,000.00	$5,418.91	$5,418.91
5	Furnish Stand-by Generator	1	EA	$79,071.01	$79,071.01	$315,000.00	$315,000.00	$400,000.00	$400,000.00	$367,790.00	$367,790.00	$327,000.00	$327,000.00	$297,772.20	$297,772.20
6	Install Generator	1	LS	$424,621.30	$424,621.30	$50,000.00	$50,000.00	$12,000.00	$12,000.00	$121,338.00	$121,338.00	$139,000.00	$139,000.00	$149,391.86	$74,695,930.00
7	Mobilization	1	LS	$11,775.16	$11,775.16	$60,000.00	$60,000.00	$46,000.00	$46,000.00	$40,000.00	$40,000.00	$72,000.00	$72,000.00	$45,955.03	$45,955.03
8	Contingency	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
TOTAL AMOUNT				**$1,331,373.76**		**$1,390,000.00**		**$1,393,500.00**		**$1,397,563.45**		**$1,428,000.00**		**$1,388,087.44**	

Did not include written amounts on bid

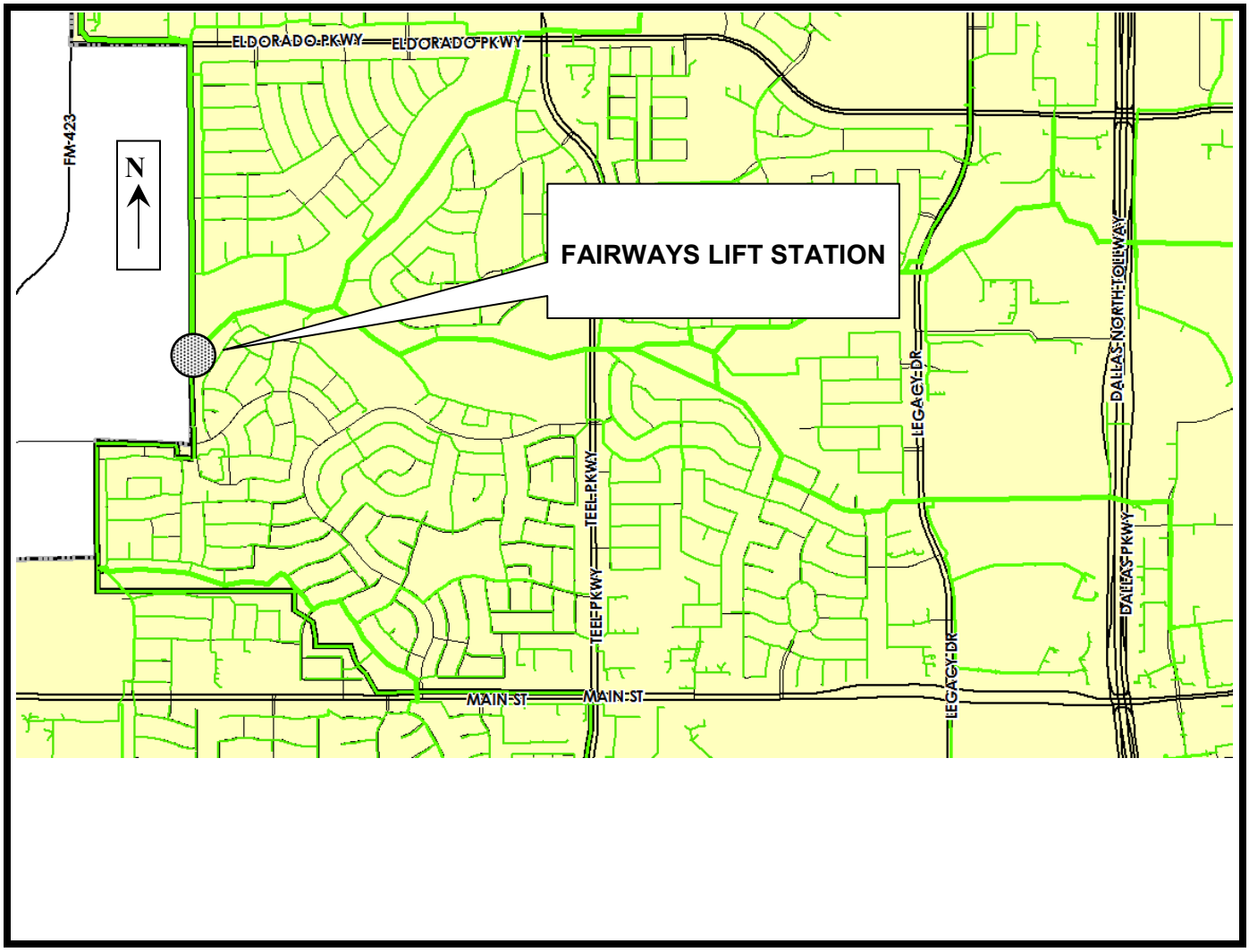
Numerical diff. in SWPPP

FRISCO
PROGRESS IN MOTION

Construction Services

Fairways Lift Station Peak Flow Improvements

March 20, 2012



Project Location

AGENDA ITEM #18.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **March 20, 2012**

Subject: **Consider and act upon a Resolution authorizing the City Manager to execute an Escrow Agreement with Papagolos Properties, Ltd. for the payment of escrow in lieu of constructing the south half of Witt Road adjacent to Stonewater Crossing Phase Two Subdivision.**

Action Requested: Staff requests that Council approve a Resolution authorizing the City Manager to execute an Escrow Agreement with Papagolos Properties, Ltd. for the payment of escrow in lieu of constructing the south half of Witt Road adjacent to Stonewater Crossing Phase Two Subdivision.

Background Information: Papagolos Development Ltd is currently constructing the Stonewater Crossing Phase 2 subdivision. The south half of Witt Road is in the City Limits of Frisco and the north half is in the Town Limits of Little Elm. The existing Witt Road is an unimproved 20-foot wide asphalt road that does not meet City standards. The developer is required by the City's Perimeter Street Ordinance No. 87-02-06 to improve Witt Road along the property's frontage. However, the City has determined that it is not feasible to improve Witt Road at this time. Therefore the developer will escrow for the improvement of its half of Witt Road and the City of Frisco will work with the Town of Little Elm to reconstruct Witt Road in the future.

The Escrow Agreement is necessary to describe how the developer's responsibilities under the Perimeter Street Ordinance will be satisfied by the payment of escrow and to describe the process of collecting escrow funds and conveying the funds to the City of Frisco. As stated in the Escrow Agreement, the developer is responsible for

construction costs that are associated with the half of Witt Road along the frontage of his property per the City's ordinance. The City of Frisco and Little Elm plan to jointly widen Witt Road in the future by constructing a thirty-six foot (36') wide concrete collector road between Cotton Patch Lane and FM 423.

Alternatives: The City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Escrow Agreement.
- Input towards the discussion as necessary.
- Direct Staff to renegotiate the agreement with Papagolos Properties, Ltd.

Financial Considerations: The property owner is responsible for construction costs, estimated at $154,099.22, associated with the south half of Witt Road along the frontage of his property

Legal Review: Approved as to form.

Supporting Documents:

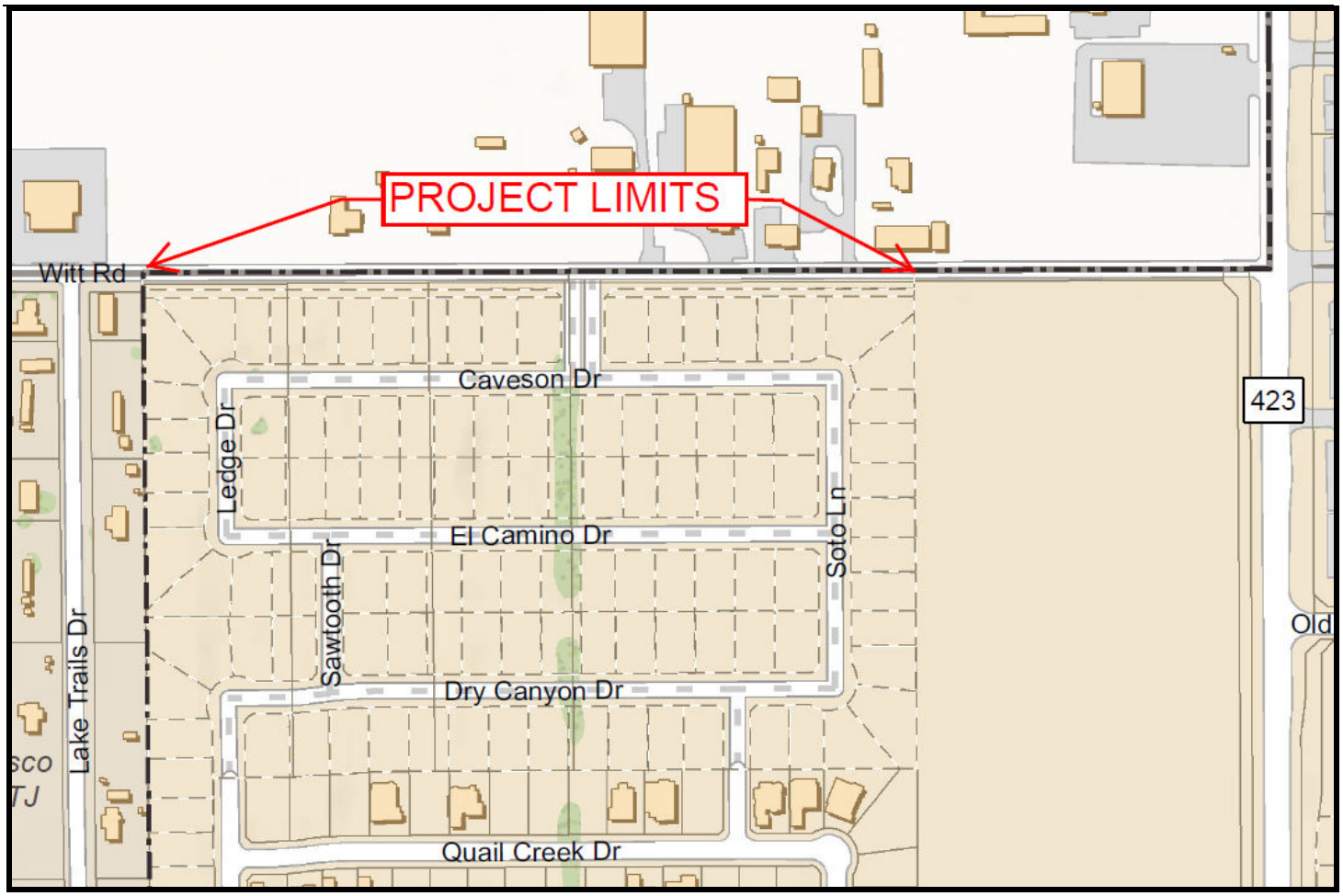
- Project Location Map
- Development Agreement
- Resolution

Staff Recommendation: Staff recommends approval of a Resolution authorizing the City Manager to execute an Escrow Agreement with Papagolos Properties, Ltd. for the payment of escrow in lieu of constructing the south half of Witt Road adjacent to Stonewater Crossing Phase Two Subdivision.

Staff will be present at the meeting to address the Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Escrow Agreement – Papagolos Properties, Ltd.
Witt Road – Stonewater Crossing Phase Two
March 20, 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 ESCROW AGREEMENT WITH PAPAGOLOS PROPERTIES, LTD. FOR THE PAYMENT OF ESCROW IN LIEU OF CONSTRUCTING THE SOUTH HALF OF WITT ROAD ADJACENT TO STONEWATER CROSSING PHASE TWO SUBDIVISION.

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 Escrow Agreement with Papagolos Properties, Ltd. for the payment of escrow in lieu of constructing the south half of Witt Road adjacent to Stonewater Crossing Phase Two Subdivision, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

After Recording Return to:
Engineering Services Department
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

ROAD ESCROW AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND PAPAGOLOS PROPERTIES, LTD.

(Witt Road-Stonewater Crossing)

THIS ROAD ESCROW AGREEMENT ("Agreement") is entered into by and between the CITY OF FRISCO, TEXAS, a municipal corporation ("Frisco"), and PAPAGOLOS PROPERTIES, LTD., a Texas limited partnership ("Owner").

WHEREAS, Owner owns 31.08 acres, more or less, situated in a portion of the MEP & PRR Survey, Abstract No. 919, Denton County, Texas and adjacent to Witt Road, as more particularly described in and depicted on Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Witt Road is currently a 20-foot wide asphalt road that does not meet Frisco's standards; and

WHEREAS, Owner is required by Frisco's Perimeter Street Ordinance No. 87-02-06, as it exists or may be amended ("Perimeter Street Ordinance") to improve Witt Road along the Property's frontage to, among other requirements, a wider concrete road that meets Frisco's standards; and

WHEREAS, the south half of Witt Road is in the City Limits of Frisco and the north half of Witt Road is in the Town Limits of the Town of Little Elm, Texas ("Little Elm"); and

WHEREAS, Frisco and Little Elm plan to jointly widen Witt Road, including without limitation, the construction of a thirty-six foot (36') wide concrete collector road between Cotton Patch Lane and FM 423 ("Road Project"); and

WHEREAS, the timeline for commencement and completion of the construction of the Road Project is currently unknown; and

WHEREAS, Owner desires to commence development of the Property as a residential subdivision ("Residential Project"); and

WHEREAS, Frisco has investigated and determined that it is not feasible for Owner to improve the Property's proportionate share of the Road Project at the time Owner commences development of the Residential Project; and

WHEREAS, the Perimeter Street Ordinance allows Owner the option to escrow an amount equal to the Property's proportionate share of the Project (plus a contingency) in lieu of constructing and/or making the required improvements to such road pursuant to the Perimeter Street Ordinance when such improvements are not feasible at the time the owner develops the subject property; and

WHEREAS, in consideration for Frisco: (i) finally accepting the Residential Project upon completion, provided said project meets all ordinances, rules, regulations and requirements of Frisco for final acceptance; and (ii) constructing the portion of the Road Project pursuant to the Perimeter Street Ordinance, Owner shall place the Property's Proportionate Share of the Road Project Construction Costs (hereinafter defined) in escrow as hereinafter set forth; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to participate in the construction of the Road Project as provided herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Owner agree as follows:

1. Land Subject to Agreement. The land that is the subject of this Agreement is the Property. Owner represents it is the sole owner of the Property.

2. Commencent and Completion of Construction of the Road Project. Owner acknowledges and agrees that Frisco: (i) has represented that it has no construction schedule for commencing or completing the Road Project; and (ii) shall in no way be liable for any damages, if any, which may be sustained by Owner, the Residential Project and/or the Property, resulting, in whole or in part, directly or indirectly, from Frisco's failure to complete the construction of the Road Project by any certain date and/or as set forth in this Agreement.

3. Property's Proportionate Share of the Road Project. The Property's proportionate share of the Road Project includes a five foot (5') sidewalk and the improvments to the south half of Witt Road located along the frontage of the Property, as more particularly described in Exhibit B, attached hereto and incorporated herein for all purposes ("Property's Proportionate Share of the Road Project").

4. Construction of the Road Project. Frisco and Little Elm will construct the Road Project. Owner has estimated the costs to construct the Property's Proportionate Share of the Road Project to be One Hundred Fifty-Four Thousand, Ninety-Nine and 22/100 Dollars ($154,099.22), as more particularly described in Exhibit C, attached hereto and incorporated herein for all purposes ("Property's Proportionate Share of the Road Project Construction Costs").

5. Owner's Payment of the Property's Proportionate Share of the Road Project Construction Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account, at the location solely determined by Frisco, funds equal to the Property's Proportionate Share of the Road Project Construction Costs ("Escrow Funds"). The Escrow

Funds will be available to Frisco for the construction costs associated with the Road Project, and Frisco shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the construction of the Road Project. Frisco shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds.

6. Satisfaction of Owner's Responsbility Under the Perimeter Street Ordinance. Frisco agrees that Owner's payment of the Property's Proportionate Share of the Road Project Construction Costs satisfies Owner's responsibility to improve Witt Road under the Perimeter Street Ordinance. Owner acknowledges and agrees that under no circumstance will any portion of the Escrow Funds be refunded to Owner even if, among other things, the actual costs to construct the Property's Proportionate Share of the Road Project is less than the Property's Proportionate Share of the Road Project Construction Costs.

7. Disclaimer/Waiver of Damages/Liability. (a) Owner acknowledges and agrees that Frisco is not providing any guarantee, representation and/or warranty, and Frisco hereby disclaims any guarantee, representation and/or warranty, of any work performed by Frisco, its agents, employees, representatives, contractors, subcontractors and/or designees, in connection with the construction of the Road Proejct, in whole or in part.

(b) OWNER HEREBY RELEASES FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE ROAD PROJECT AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE ROAD PROEJCT, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARISE DUE TO, OR DAMAGES ARE CAUSED BY, SOLELY AND DIRECTLY, THE NEGLIGENCE OR WILLFUL MISCONDUCT OF FRISCO OR ITS AUTHORIZED AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS AND/OR DESIGNEES.

8. INDEMNIFICATION. (A) OWNER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF FRISCO, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTY FOR WHOM FRISCO

IS LEGALLY RESPONSIBLE FOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF THE CONSTRUCTION OF THE ROAD PROJECT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO 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 FRISCO, ITS EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, AS A RESULT OF THAT CONTRACTOR'S, SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH FRISCO, 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. OWNER IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS, AND FRISCO IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

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

(C) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

A. OWNER ACKNOWLEDGES AND AGREES THAT:

(I) THE IMPROVEMENTS TO BE INSTALLED, CONSTRUCTED, DEDICATED AND/OR PROVIDED BY OWNER AND/OR OWNER'S PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; AND/OR
(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF OWNER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH OWNER'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT OF THE PROPERTY.

(III) OWNER HEREBY RELEASES FRISCO FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAYBE AMENDED.

(IV) OWNER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO. THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY OWNER FOR SUCH LAND, AND OWNER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. OWNER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE

BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON FRISCO'S INFRASTRUCTURE. OWNER AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PRECEDENT IMPACT OF THE PUBLIC INFRASTRUCTURE.

(V) OWNER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, OWNER'S PARTNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, GRANTEES AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

B. OWNER RELEASES, WAIVES AND SHALL HOLD FRISCO HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS, WHETHER SOUGHT BY OWNER OR OTHERWISE.

C. OWNER WAIVES AND RELEASES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO AND SHALL INDEMNIFY AND HOLD FRISCO HARMLESS FOR ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION, WHETHER SOUGHT BY OWNER OR OTHERWISE.

D. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Limitations of Agreement. The parties hereto acknowledge this Agreement is limited to the Property's Proportionate Share of the Road Project only. Frisco Ordinances covering property taxes, utility rates and fees, park dedication, perimeter streets, pro rata fees, any and all impact fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Frisco under any other ordinance whether now existing or in the future arising.

11. Default. In the event Owner fails to comply with any of the provisions of this Agreement within ten (10) business days after written notice thereof from Frisco, Frisco shall have the following remedies in addition to Frisco's other rights and remedies, at law or in equity:

(a) to refuse to issue any and all building permits for the Property; and/or

(b) to, without notice or any other action of Frisco, immediately revoke any and all building permits issued, and any construction and/or development of the Property shall immediately cease; and/or

(c) to file this instrument in the Land Records of Denton County as a lien and/or encumbrance against Owner and/or the Property; and/or

(d) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

(e) to refuse to finally accept the Property and/or any portion thereof; and/or

(f) to immediately, without further notice to Owner, cease any and all design and/or construction of the Property's Proportionate Share of the Road Project; and/or

(g) to seek specific enforcement of this Agreement.

In the event of Frisco's default under this Agreement, Owner will be entitled to seek specific performance and/or any other remedy available to them at law or in equity.

12. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County.

13. Miscellaneous.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

If to Frisco, to:

City of Frisco
ATTN: George Purefoy, City Manager
6101 Frisco Square Boulevard
Frisco, Texas 75034
(telephone) 972-292-5100
(facsimile) 972-292-5122

If to Owner, to:

Papagolos Properties, LTD.
ATTN: John Papagolos
5225 Village Creek Drive, Suite 300
Plano, Texas 75093
(telephone) 972-931-9537

(b) Assignment. This Agreement is not assignable without the prior written consent of Frisco, which consent shall not be unreasonably withheld.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.

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

(e) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

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

(g) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(h) 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.

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

(j) 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.

(k) 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.

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

(m) 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.

(n) Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of Frisco, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Frisco with fair notice of any project of Owner. **OWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(o) Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

(p) Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and Owner and/or its authorized representatives.

(q) Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Frisco under this Agreement shall be considered to have been relied upon by Frisco

and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Frisco or on Frisco' s behalf.

(r) References to Owner. "Owner" as used herein shall mean Owner, its officers, directors, agents, representatives, employees, heirs, representatives, legatees, successors, assigns, grantees, contractors, subcontractors, invitees, licensees, trustees and/or any other third party for whom Owner is legally responsible.

(s) Indemnification. The parties agree that the Indemnity provisions set forth in Paragraphs 8 and 9 herein are conspicuous, and the parties have read and understood the same.

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

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

CITY OF FRISCO, TEXAS

By:_____
George Purefoy, City Manager

Date:_____

STATE OF TEXAS *
*
COUNTY OF COLLIN *

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

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

PAPAGOLOS PROPERTIES, LTD., a Texas limited partnership

By: PDC Properties, Inc., a Texas corporation
Its: General Partner

By: John E. Papagolos
John E. Papagolos, President

Date: 3-6-12

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared John E. Papagolos, President of PDC Properties, Inc., a Texas corporation, and General Partner of PAPAGOLOS PROPERTIES, LTD., a Texas limited partnership, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said company and partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of MARCH, 2012.

NOTARY PUBLIC STATE OF TEXAS
MARY K. BARBER
My Commission Expires
September 09, 2013

Mary K. Barber
Notary Public in and for the State of Texas
My Commission Expires:

EXHIBIT A
(LEGAL DESCRIPTION AND DEPICTION OF THE PROPERTY)

LEGAL DESCRIPTION
31.077 ACRES

BEING a tract of land located in the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 919, City of Frisco, Denton County, Texas and being part of those tracts of land described in Deeds to Papagolos Properties, Ltd., recorded in Document No. 2006-128422 and Document No. 2007-52218, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of said Papagolos Properties tract recorded in Document No. 2006-128422;

THENCE North 89 degrees 48 minutes 46 seconds East, a distance of 792.89 feet to a PK-Nail found at the Northeast corner of said Papagolos Properties tract recorded in Document No. 2006-128422 and the Northwest corner of said Papagolos Properties tract recorded in Document No. 2007-52218;

THENCE North 89 degrees 47 minutes 39 seconds East, a distance of 641.33 feet to a mag nail found at the Northeast corner of said Papagolos Properties tract recorded in Document No. 2007-52218;

THENCE South 00 degrees 19 minutes 41 seconds East, a distance of 928.20 feet to a point at the Northeast corner of STONEWATER CROSSING PHASE ONE, an Addition to the City of Frisco, Denton County, Texas according to the Plat thereof recorded in Cabinet Y, Page 718, Plat Records, Denton County, Texas;

THENCE Westerly, with the North lines of said Addition, the following six (6) courses and distances:

South 89 degrees 40 minutes 19 seconds West, a distance of 1,016.96 feet to a point for corner;

South 86 degrees 29 minutes 11 seconds West, a distance of 74.11 feet to a point for corner;

South 85 degrees 06 minutes 13 seconds West, a distance of 74.24 feet to a point for corner;

South 89 degrees 16 minutes 32 seconds West, a distance of 142.67 feet to a point for corner;

South 00 degrees 43 minutes 43 seconds East, a distance of 163.91 feet to a point for corner;

South 89 degrees 16 minutes 17 seconds West, a distance of 120.00 feet to a point in the West line of said Papagolos Properties tract recorded in Document No.

2006-128422 at the Northwest corner of said Addition;

THENCE North 00 degrees 43 minutes 43 seconds West, with said West line, a distance of 1,107.31 feet to the **POINT OF BEGINNING** and containing 31.077 acres of land, more or less.

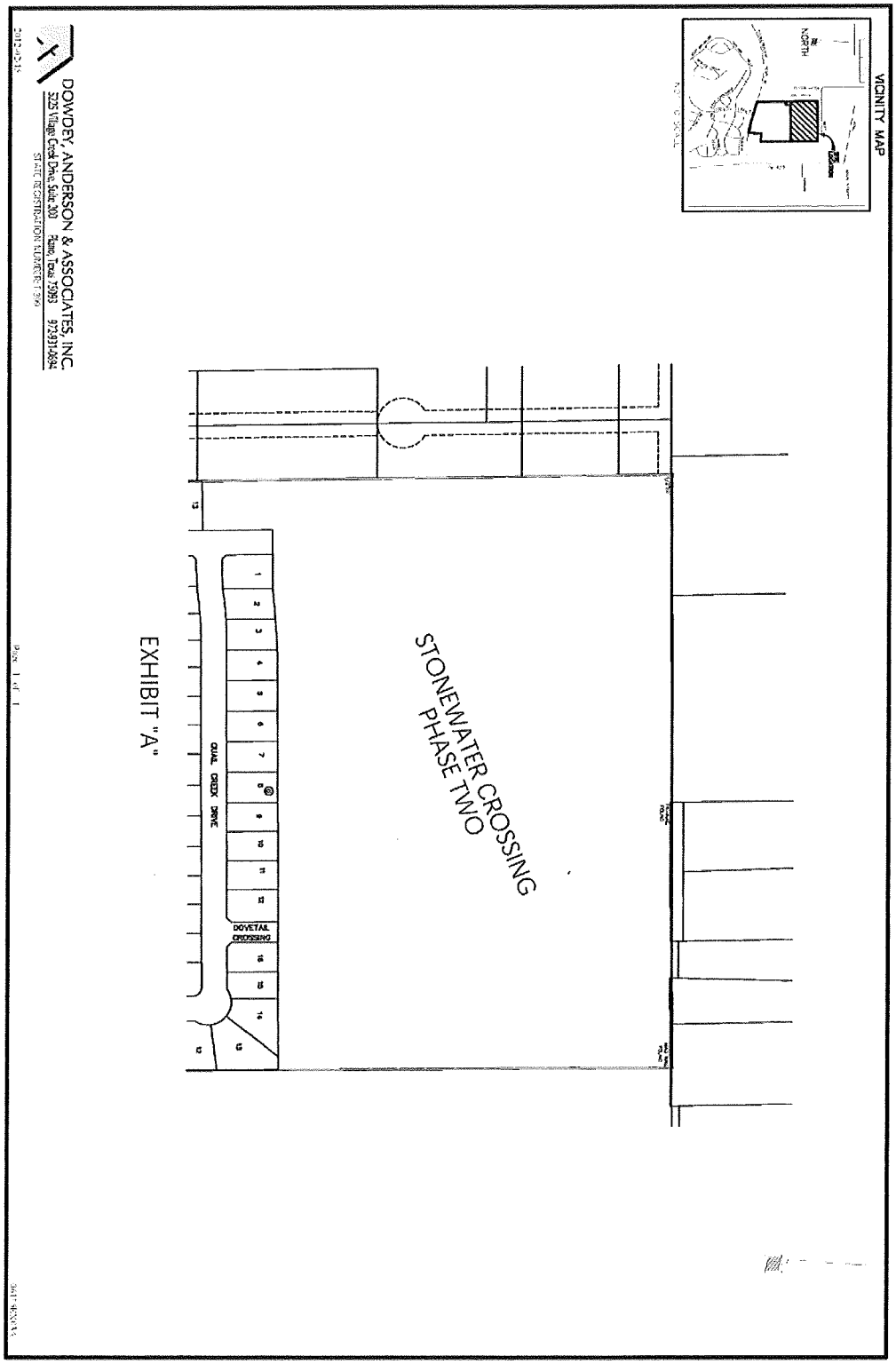

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200
Plano, Texas 75093
9729914884
VICINITY MAP
NORTH
EXHIBIT "A"
STONEWATER CROSSING
PHASE TWO
QUAIL CREEK DRIVE
DOVETAIL CROSSING

EXHIBIT B
(DEPICTION OF PROPERTY'S PROPORTIONATE SHARE OF THE ROAD PROJECT)

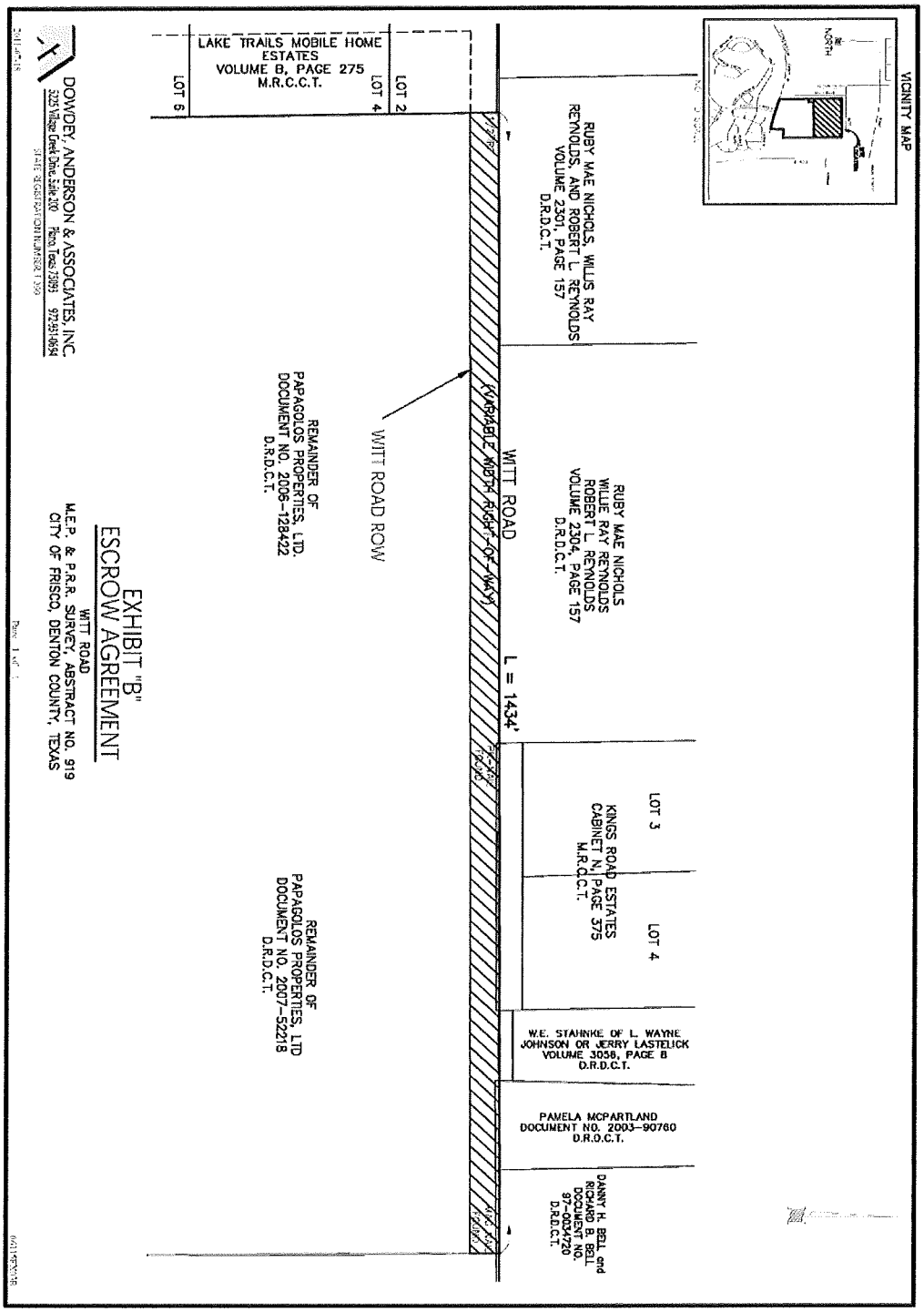


EXHIBIT C
(PROPERTY'S PROPORTIONATE SHARE OF THE ROAD PROJECT CONSTRUCTION COSTS)

Opinion of Probable Cost

STONEWATER CROSSING PHASE TWO

WITT ROAD PAVING ESCROW ~ 1,434 LF

Revised: June 23, 2011

EXCAVATION	UNIT COST	UNIT	QTY	TOTAL
UN-CLASSIFIED EXCAVATION	$ 2.50	CY.	1474	$ 3,685.00
TOTAL ~ EXCAVATION				**$ 3,685.00**

PAVING	UNIT COST	UNIT	QTY	TOTAL
8" LIME STABILIZED SUBGRADE	$ 2.60	SY.	3107	$ 8,078.20
HYDRATED LIME	$ 150.00	TON	56	$ 8,400.00
6" REINF. CONCRETE STREET PAVEMENT	$ 21.45	SY.	2948	$ 63,234.60
2' MOISTURE CONDITIONING	$ 1.80	SY.	4013	$ 7,223.40
10 MIL POLY (6' BACK OF CURB)	$ 2.00	SY.	956	$ 1,912.00
5' SIDEWALK	$ 3.85	SF.	6720	$ 25,872.00
BARRIER FREE RAMPS	$ 1,000.00	EA.	2	$ 2,000.00
TOTAL ~ PAVING				**$ 116,720.20**

STORM SEWER	UNIT COST	UNIT	QTY	TOTAL
18" RCP	$ 28.50	LF.	40	$ 1,140.00
21" RCP (ESCROW FOR 50% OF AMOUNT)	$ 31.50	LF.	860	$ 13,545.00
10' CURB INLETS	$ 2,500.00	EA.	2	$ 5,000.00
TOTAL ~ STORM SEWER				**$ 19,685.00**

CONTINGENCY	UNIT COST	UNIT	QTY	TOTAL
10% CONTINGENCY	$ 14,009.02	LUMP SUM	1	**$ 14,009.02**

GRAND TOTAL	**$ 154,099.22**

DAA No. 06115-02 *DOWDEY, ANDERSON AND ASSOCIATES*

AGENDA ITEM #19.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 20, 2012**

Subject: **Consider and act upon approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc. for the West Rowlett Creek Wastewater Main Extension.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc. (FNI) in the amount of $78,474, to perform Preliminary Design Services for the West Rowlett Creek Wastewater Main Extension.

Background Information: A large residential development northwest of the intersection of Independence Parkway and Rolater Road has prompted the need to construct a wastewater main to provide sewer service to the property. As part of the development project, 2700 feet of a 28 inch wastewater main will be constructed from Rolater Road northwest to the bridge on Independence Parkway. The wastewater main is included on the City's Water and Wastewater Master Plan.

The increase in development activity and new roadway construction along this corridor has prompted the City to evaluate the area's available wastewater capacity. Extending the wastewater main from Independence Parkway to its endpoint at Coit Road will provide additional needed capacity for the area between Rolater Road and Main Street and Coit Road and Independence Parkway. In addition, this will reduce the impact to the Stewart Creek Wastewater Treatment Plant through decommissioning three lift stations currently diverting flow to the west.

FNI will provide preliminary engineering design for the extension of the 28 inch wastewater main from Independence Parkway to its end point at Coit Road. The

preliminary design will include an alignment study for the wastewater main, as well as two additional collection mains that extend north to Main Street, and the decommissioning of three area lift stations.

Alternatives: The City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Professional Services Agreement;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: Staff recommends that the Professional Services contract be funded with Certificates of Obligation.

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

Supporting Documents: Supporting Documents include the following items:

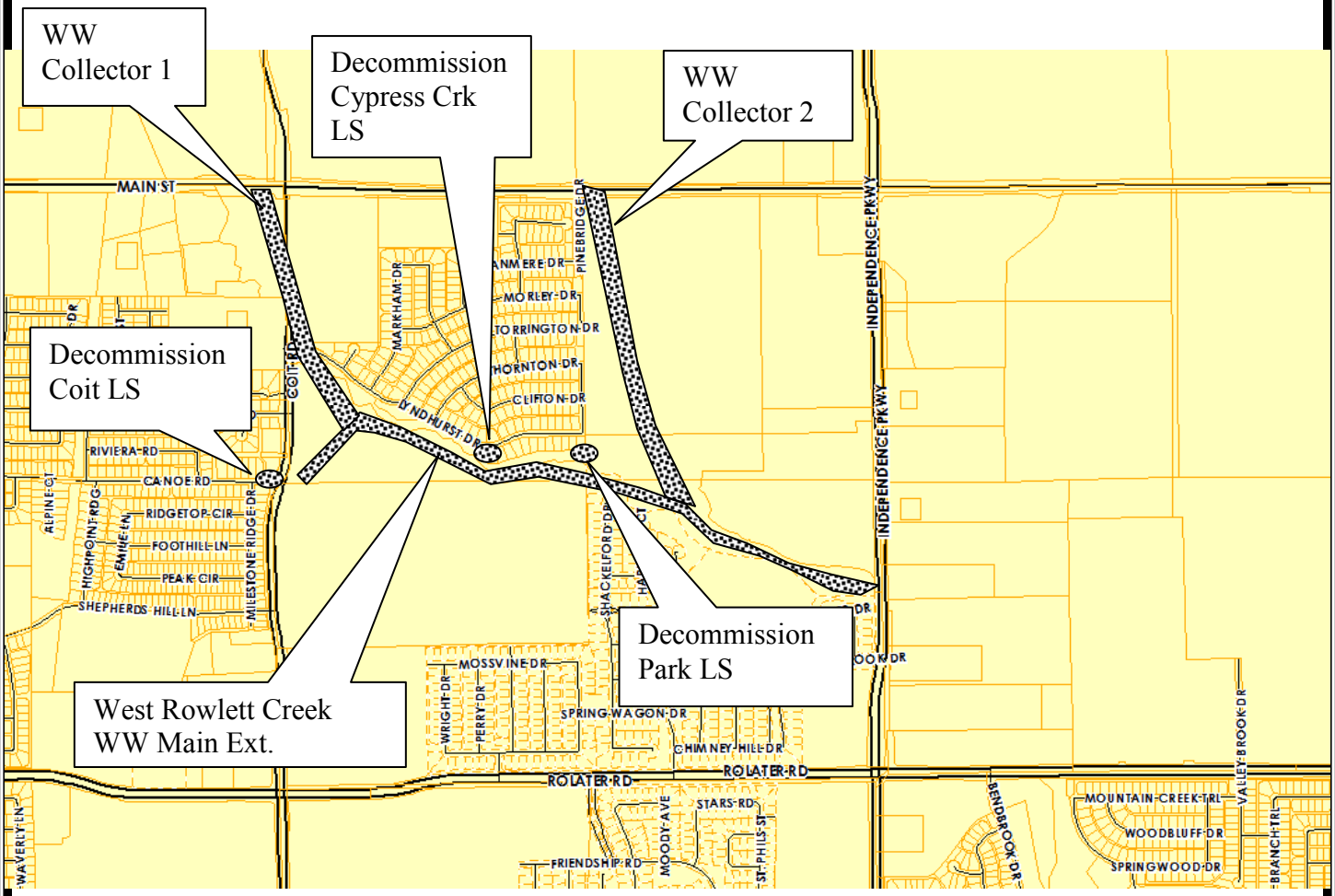
- Project Location Map
- Copy of Resolution
- Copy of the Professional Services Agreement

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

FRISCO
PROGRESS IN MOTION

West Rowlett Creek WW Main Ext.

Professional Design and Engineering Services Agreement
March 20, 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 A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND FREESE AND NICHOLS, INC. FOR PRELIMINARY DESIGN SERVICES FOR THE WEST ROWLETT CREEK WASTEWATER MAIN EXTENSION 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 Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc for Preliminary Design Services for the West Rowlett Creek Wastewater Main Extension, 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

FREESE AND NICHOLS, INC. (CONSULTANT)

FOR

PROFESSIONAL SERVICES

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

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

and the Consultant: **Freese and Nichols, Inc.**
1701 N. Market Street, Suite 500, LB1
Dallas, Texas 75202
Telephone: (214) 217-2200

for the following Project: **West Rowlett Creek Wastewater Main Extension Preliminary Engineering**

The City and the Consultant agree as set forth below.

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

WHEREAS, the City desires to engage the services of the Consultant to perform professional services for West Rowlett Creek Wastewater Main Extension Preliminary Engineering for the City, hereinafter referred to as "Project;" and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

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

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

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

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

1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than June 29, 2012.

ARTICLE 2
THE CITY'S RESPONSIBILITIES

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

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

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

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be as follows: Basic & Special Services to be performed on a Lump Sum Basis, for an amount not to exceed Seventy Eight Thousand Four Hundred Seventy Four and 00/100 Dollars ($78,474.00), and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B."

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Consultant's Fee for Basic Services, or Three Thousand Nine Hundred Twenty Three and 00/100 Dollars ($3,923.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services

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

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

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

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

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

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

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

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

3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final five percent (5%) of Consultant's Fee for Basic Services, or Three Thousand Nine Hundred Twenty Three and 00/100 Dollars ($3,929.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project.

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

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

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

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

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

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

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

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

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*
--	ENGINEER (P.E.)	$ 115.00 - $ 170.00
--	ENGINEER (E.I.T.)	$ 85.00 - $ 130.00
--	HYDROLOGIST	$ 85.00 - $ 200.00
--	GIS ANALYST	$ 55.00 - $ 145.00
--	WORD PROCESSING / SECRETARIAL	$ 55.00 - $ 90.00

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

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

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the

date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

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

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

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

ARTICLE 4

OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

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

shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

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

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

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE

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

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

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

ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES

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

Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

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

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

ARTICLE 9
DISPUTE RESOLUTION / MEDIATION

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

ARTICLE 10

INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND

THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT (THE "REIMBURSEMENT ALLOCATION").

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

ARTICLE 11
NOTICES

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

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

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

Brian C. Jann, P.E.
Freese and Nichols, Inc.
1701 N. Market Street, Suite 500, LB51
Dallas, Texas 75202-2001

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

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or

communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12
MISCELLANEOUS

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

12.1.1 Exhibit "A," Scope of Services.

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

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

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

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

12.1.7 Exhibit "F," Affidavit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.16 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2011-2012 fiscal year. City will give Consultant sixty days (60) notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2011-2012 fiscal year unless and until such funds are budgeted.

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

CITY	**CONSULTANT**
City of Frisco, Texas	Freese and Nichols, Inc.
By: _____	By: Barbara A. Nickerson BARBARA A. NICKERSON

George Purefoy
Title: City Manager

Title: VICE PRESIDENT

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF TARRANT:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Barbara A. Nickerson 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 6th DAY OF March 2012.

KELLY J. SHRIVER
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/08/2015

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 01/08/15

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Freese and Nichols, Inc. (Consultant) for West Rowlett Creek Wastewater Main Extension Preliminary Engineering

I. PROJECT DESCRIPTION.

The project involves preliminary engineering for approximately 7,200 linear feet of proposed West Rowlett Creek Wastewater Main Extension beginning at Independence Parkway and extending up to the Coit Lift Station. Also included is the conceptual level design for a portion of two future collection lines that will connect to the West Rowlett Creek Wastewater Main Extension. For purposes of this scope, each segment will begin at the West Rowlett Creek Wastewater Main Extension and end at FM 3537. These are shown as projects 43 and 44 in the current master plan and each segment is approximately 4,000 linear feet in length. This Scope of Services is based upon the City providing the latest GIS shapefiles and associated metadata for existing water lines, wastewater lines, appraisal district property information, latest high resolution aerials, and any additional information needed to depict the current conditions that will affect proposed pipeline routing.

II. GENERAL REQUIREMENTS

Specific design requirements shall be obtained from the City of Frisco Engineering Design Standards. Consultant will establish and summarize design criteria. City will review design criteria and approve prior to beginning design work on the project.

III. TASK SUMMARY, BASIC SERVICES.

A. Task One, West Rowlett Creek Interceptor Alignment Study

Consultant shall perform an alignment study for the West Rowlett Creek Extension. Specifically, the Consultant shall;

1.1 Consultant shall obtain As-Built plans for roadway, storm sewer, water and sanitary sewer from the City in the project area. Obtain record information and review existing materials, reports, and maps obtained from the City that are relevant (as determined by City and Consultant) to the Project. The information and data obtained is to be used in the development of construction drawings and specifications for the Project and includes the following:

1.1.1 Existing water and/or wastewater master plan;
1.1.2 Existing zoning maps;
1.1.3 Available Geographic Information Systems ("GIS") information including water, wastewater, storm sewer, property ownership, planimetrics,

topographic data, aerial photography, property information, floodplain, zoning, and other information applicable to the Project;

1.1.4 Existing locator maps and plans for future franchise utilities;

1.1.5 Existing maintenance and/or inspection records;

1.1.6 City of Frisco Engineering Design Standards, Construction Specifications, and Standard Construction Details for water, sanitary sewer, drainage, and subgrade;

1.1.7 North Central Texas Council of Governments (NCTCOG) water and wastewater construction specifications and addenda; and

1.1.8 Texas Commission on Environmental Quality (TCEQ) rules/regulations

1.1.9 Property lines and right-of-way.

1.1.10 Obtain plans on ongoing design work adjacent to the Project

1.1.11 Request existing plans from utilities regarding existing power, telephone, cable television, long distance communications and natural gas.

1.2 Consultant shall conduct one (1) kickoff meeting with the City to determine any special conditions that may affect project design and/or construction, the extent of utility replacement and other items and to develop design criteria. At the conclusion of the meeting with City, Consultant shall begin preliminary engineering on the project.

1.3 Consultant shall perform project management and coordination tasks as noted below:

1.3.1 Consultant shall coordinate with others involved in the project as required, including other City Departments, adjacent property owners, and other consultants and surveyors engaged in adjacent projects;

1.3.2 Consultant shall prepare and send monthly progress report updates regarding the project.

1.4 Consultant shall prepare an overall property map showing existing property lines and known easements available from record drawings along the project corridor. The property map will include the latest aerial photo background of the project area. The City will provide the Consultant the latest aerial photo, utility, and property electronic files from the City GIS system. No survey is included in this scope of services. All work will be GIS level accuracy.

Consultant will then add the information on existing utilities obtained from the City, franchise utilities, and field observations on the aerial maps to determine if potential alignments for the wastewater pipeline are encumbered by existing utilities. No Subsurface Utility Engineering will be performed under this scope of services.

EXHIBIT "A"
SCOPE OF SERVICES

1.5 Consultant shall develop up to three (3) schematic-level alignments for the main extension and two proposed collection lines up to FM 3537 (identified as projects 43 and 44 in the current Wastewater Master Plan). These alignment options and corresponding easement limits required will be added to the property map. In addition to horizontal alignment, Consultant shall evaluate the vertical alignment for each alternative. In addition, pertinent data for each alignment option such as length, special construction procedures required or recommended, number of parcels crossed, landowners crossed, and significant conflicts with existing facilities will be collected. Consultant will make every effort to maximize the use of existing easements and City rights of way for the proposed alignments. In addition, the use of trenchless installation methods will be analyzed and recommended for each alignment option. It is understood that a proposed hike/bike trail will be constructed in the future in the vicinity of the proposed sanitary sewer. Consultant will develop Opinions of Probable Construction Cost (OPCC) for each alternative and will include potential easement costs. A preliminary construction schedule will be prepared for the project. All of the analysis under this task will be summarized in a technical memorandum.

For each alternative evaluated, Consultant shall consider potential environmental permitting requirements and associated impacts to the design and project schedule. In addition, Consultant shall consider potential easement requirements and potential TxDOT permitting requirements. A discussion will be included in the technical memorandum.

It is the intent to eliminate the Coit Lift Station, Cypress Creek Lift Station and the existing Lift Station in Community Park. As part of the study, Consultant will evaluate the potential requirements, considerations, and issues associated with decommissioning of these lift stations. A discussion will be included in the technical memorandum.

1.6 Upon evaluation of the alignment alternatives, Consultant shall locate the approximate preferred alignment for each line in the field using GIS information and handheld GPS unit. It is understood that the accuracy of the alignment as located in the field will be +/- 10-feet. Included in this scope is coordination with City Staff and adjacent Property Owners and minor modifications to the preferred alignment based on the field location.

1.7 Consultant shall provide three (3) hard copies of the property map, one electronic file of the property map, and summary technical memo describing the alignment options and recommended alignment to the City at least one week prior to the alignment selection meeting. Consultant shall conduct one (1) alignment selection meeting with City staff to select the City preferred alignment. After this meeting the consultant will update the maps and technical memorandum with the City's review comments and finalize the memorandum. In addition to the overall property map, the Consultant will prepare a "map book" of 11x17 double plan view sheets with aerial background at 1"=60' scale that detail the selected

alignment. The intent of this final memo and mapping is for the City to be able to provide the final designer and surveyor the route to survey and prepare construction plans.

B. Task Two, Stream Geomorphologic Assessment

Consultant will perform a stream geomorphological assessment of West Rowlett Creek between Coit Road and Independence Parkway. Consultant assumes that the City has obtained landowner permission to access the study reaches to obtain stream reconnaissance field data. Consultant will provide the necessary coordination and quality reviews for the tasks listed below. In addition, Consultant will prepare a report detailing the assessment results referenced below.

2.1 Desktop Analysis and Field Work Preparation - Consultant will perform a desktop analysis of the channel, soils, geology, landscape and development (assessed with historical photographs) in preparation for the stream assessment site visit and report.

2.2 Stream Reconnaissance Field Visit - Consultant proposes to conduct an investigation of the study reach using stream reconnaissance techniques. This will be achieved by walking the channel and making observations that will allow segmentation at 200-foot intervals or will reference the same cross section locations as available in the H&H model data (provided by the Client) for data assimilation.

The field survey will include characterizing channel morphology (pools, bars, riffles, benches) and a visual summary of the channel conditions by stream reach (sketch and photographs). Locations of current and possible bank failures including erosion and incision (slumps, knickpoints, etc.), areas of channel aggradation and degradation, quality of riparian canopy, and debris dams will be noted.

During the stream assessment the sediment source and discharge areas will be noted as well as hard points (manmade structures) within the creek and the distance to and type of structure. Channel dimensions will be measured with a survey rod and digital range finder to determine bank geometry. Representative bed material will be sampled for sieve analysis to determine the median grain size (D_{50}). All locations will be marked with GPS receiver employing sub-meter accuracy.

2.3 Bed and Bank Material Analysis - Consultant will perform a Particle-Size Analysis (ASTM D-422) on the bed and bank material sampled in the field to quantify the distribution of sediment particle sizes in the streambed and streambank material. CONSULTANT will collect bulk density samples of the bank material and one representative Submerged Jet Test (ASTM D5852-95) will be performed to assess erodibility and critical tractive force for erosion of bank material.

EXHIBIT "A"
SCOPE OF SERVICES

2.4 Field Overview- Consultant proposes to perform a field assessment overview including identification of existing channel geometries and the current condition of the channel (map of erosion and instability issues).

2.5 Data Processing and Calculation - Consultant proposes to establish the effective discharge for the study reach, conduct a bed and bank material evaluation, sediment transport analysis, estimate the equilibrium slope of the channel or potential for degradation, calculate the streambank erodibility, conduct scour analysis at potential pipeline crossing locations and estimate lateral set-back criteria from the top of bank. The stream assessment calculations are based on a synthesis of field work, hydrology and hydraulics model data, gage data, bed material particle sizes, the Submerged Jet Test and, bed and bank stability.

2.6 Analyze Geomorphic Stream Condition Results - Consultant proposes to give a description of the current and future status of the stream according to the Channel Evolution Model, identify set-back criteria from the top of channel bank, address potential erosion hazard zones for structures along the channel, and calculate the potential channel degradation and number of grade stabilization structures needed to stabilize the slope.

2.7 Prepare Stream Geomorphological Assessment Report - Consultant will prepare a report entitled, *Stream Geomorphological Assessment for West Rowlett Creek, Frisco, Texas*. The draft report will be prepared for the Owner's review and comment. The report will incorporate a brief summary of the study area, and stream condition assessment methodology. The report will consist of a field assessment overview and geomorphic summary describing the results of bed material evaluation, channel transport capacity, equilibrium channel slope, possible areas of degradation or aggradation, erodibility of the streambank material, scour analysis and set-back criteria. The field survey results will include detailed sketches of the channel, photographs, channel geometry, streambank stability and erosion ratings, potential erosion hazard zones for structures and potential number of grade stabilization along the channel. The report will also include a copy of a GIS database with GPS referenced photos and image directional arrows. Labeled digital photos and locations of special physical characteristics that may be relevant to future modeling and locations of observed areas of concern will be identified and listed in the report. The report will be finalized based upon the Owner's comments.

IV. TASK SUMMARY, SPECIAL SERVICES

C. Task Three, Development of Stream Conceptual Alternatives

For those locations with a high hazard rating, FNI will develop up to two conceptual alternatives. Each alternative will include a general description of the

modifications needed, and an opinion of probable construction costs and a hydraulic model. The intent of these conceptual alternatives is to provide the Client a general idea of the solution and its cost for budgeting purposes.

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

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

1. **Scope of Services in Relation to Article 3, Paragraph 3.1.1 of the Standard Form Agreement, Completion of Record Documents** – City and Consultant agree that the time of the execution of this Agreement, completion of the Record Documents and/or "As-Built" documents shall not be included in the Consultant's Fee and considered to not be within the Scope of Services defined under this Agreement.

2. **Scope of Services in Relation to Article 3, Paragraph 3.1.2 of the Standard Form Agreement** – City and Consultant agree that Consultant shall not be responsible for performing Construction Administration Services under the Scope of Services of this Agreement.
3. **Scope of Services in Relation to Article 3, Paragraph 3.1.4.6 of the Standard Form Agreement** – City and Consultant agree that at the time of the execution of this Agreement, the requirements of the Barriers Act are not applicable to the Scope of Services to be provided by Consultant under this Agreement.

VI. PROJECT LABOR ALLOCATION.

Task	Subtask	Labor Hours
TASK 1	Alignment Study	272
TASK 2	Stream Geomorphologic Assessment	152
TASK 3	Development of Stream Conceptual Alternatives	102
GRAND TOTAL		**600**

VII. ATTACHMENTS.

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

Agreement by and between the City of Frisco, Texas (City)
and Freese and Nichols, Inc. (Consultant)
for West Rowlett Creek Wastewater Main Extension Preliminary Engineering)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
March 20, 2012	--	City Council approval of a Resolution authorizing the City Manager to execute the Agreement; City issues Notice to Proceed to Consultant.
April 1, 2012	--	Consultant's receipt of fully executed Agreement.
May 25, 2012	$37,682.00	**Task One, Alignment Study** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
May 25, 2012	$27,496.00	**Task Two, Storm Geomorphologic Assessment** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
June 29, 2012	$13,296.00	**Task Three, Stream Conceptual Alternatives** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)		$78,474.00

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

II. PROJECT BUDGET SUMMARY.

A. **Basic Services**.

1. Description of Basic Services.

1.1	Task One, Interceptor Alignment Study	$ 28,197.00
1.2	Task Two, Geomorphologic Assessment	$ 35,428.00

2. *Subtotal, Basic Services (Lump-Sum Basis, Not-to-Exceed).* *$ 63,625.00*

B. Special Services.

1. Task Three, Stream Conceptual Alternatives $ 13,196.00
2. *Subtotal, Special Services (Lump-Sum Basis, Not-to-Exceed)* *$ 13,196.00*

C. Direct Expenses.

1. *Subtotal, Direct Expenses (Not-to-Exceed).* *$ 1,653.00*

Grand Total, Consultant's Fee (Lump-Sum Basis) ***$ 78.474.00***

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

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

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

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

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

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

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

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

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

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

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

I. **REQUIREMENT OF GENERAL LIABILITY INSURANCE** –

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

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

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF TARRANT §

I, Barbara A. Nickerson, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

_____ Other: _____.

__X__ None of the Above.

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

Signed this 12th day of March, 2012.

Barbara A. Nickerson
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Barbara A. Nickerson 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 12th day of March, 2012.

KELLY J. SHRIVER
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/08/2015

Kelly J. Shriver
Notary Public in and for the State of Texas
My commission expires: 01/08/15

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1 **Name of person doing business with local governmental entity.**

Freese and Nichols, INC

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

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

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

N/A

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

N/A

Amended 01/13/2006

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has 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 N/A

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 N/A

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 N/A

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity — Date: 3/12/12

Amended 01/13/2006

AGENDA ITEM #20.

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**
Ron K. Patterson, Assistant City Manager
Paul Knippel, P.E., Director of Engineering Services

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

Date: **March 20, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute the Agreement for Construction, Maintenance, and Operation of Safety Lighting Systems within Municipalities by and between the City of Frisco and the Texas Department of Transportation for safety lighting at the US 380 and SH 289 (Preston Road) interchange.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute the Agreement for Construction, Maintenance, and Operation of Safety Lighting Systems within Municipalities by and between the City of Frisco and the Texas Department of Transportation (TxDOT) for safety lighting at the US 380 and SH 289 (Preston Road) interchange.

Background Information: TxDOT has asked the City to operate and maintain the safety lights that TxDOT is installing at the interchange of US 380 and Preston Road as part of the interchange reconstruction project. By having Frisco operate and maintain this safety lighting system, it will help to reduce the response time to make any needed repairs or replacements to the system and keep it fully operational. The City of Frisco's operation and maintenance responsibilities will include:

- Replacement of illumination assemblies that are damaged or destroyed
- Replacement of transformer stations or service poles and appurtenances that are damaged or destroyed
- Repairing or replacement of underground conductors
- Replacement of broken luminaire glass
- Replacement of obsolescent equipment for the safety lighting system
- Replacement of lamps and ballasts

This Agreement will allow the City to get reimbursed for any maintenance and operation costs associated with the safety lights at the US 380 and Preston Road interchange. The Agreement states that TxDOT will reimburse the City for all of the labor costs and equipment rental costs for the actual time spent maintaining the lighting system, and the actual material and part costs used in maintaining the lighting system. However, TxDOT will be responsible for the electrical power costs. The net result is that the City will be able to operate these locations with little to no cost.

Financial Considerations: This agreement will allow for TxDOT to pay the City of Frisco all operation and maintenance costs associated with the safety lighting system at the US 380 and Preston Road interchange. However, reimbursement cannot include a proration of administrative or overhead costs.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Send back to staff with direction

Legal Review: Reviewed and approved as to form.

Supporting Documents: Supporting documents include the following items:

- Project Location Map;
- Resolution;
- Agreement for Construction, Maintenance, and Operation of Safety Lighting within Municipalities

Staff Recommendation: Staff recommends adopting a Resolution authorizing the City Manager to execute an Agreement for Construction, Maintenance, and Operation of Safety Lighting Systems within Municipalities by and between the City of Frisco and the Texas Department of Transportation (TxDOT) for safety lighting at the US 380 and SH 289 (Preston Road) interchange. Staff will be available during the March 20, 2012 meeting if you have any questions regarding this matter.

LOCATION MAP – SAFETY LIGHTING

US 380 at SH 289 (Preston Road) Interchange



CITY OF FRISCO, TEXAS RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES BY AND BETWEEN THE CITY OF FRISCO AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE OPERATION AND MAINTENANCE OF SAFETY LIGHTING AT US 380 AND SH 289 (PRESTON ROAD).

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement for Construction, Maintenance and Operation of Safety Lighting Systems within Municipalities by and between the City of Frisco and the Texas Department of Transportation for the operation and maintenance of safety lighting at US 380 and SH 289 (Preston Road), 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 No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES
(State Contracts through City for Maintenance)
(BLANKET)

THIS AGREEMENT, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Frisco, Collin and Denton Counties, Texas, acting by and through its duly authorized officers under a resolution or ordinance passed the __ ____day of _____, 2012, hereinafter called the "City," party of the second part.

W I T N E S S E T H

WHEREAS, in order to provide a more adequate facility to the traveling public, the construction, maintenance, and operation of a safety lighting system is required on the SH 289 and US 380 interchange within the City, said safety lighting system hereinafter referred to as the "lighting system" is to consist of safety lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct, maintain and operate said lighting systems, subject to the conditions and provisions stated herein, as provided for in Section 25.11, Texas Administrative Code and Section 220, Texas Transportation Code.

Agreement No._____

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract, said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the plans title sheet.

> "Attachment No._____ to special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF SAFETY LIGHTING SYSTEMS WITHIN MUNICIPALITIES dated _____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of construction, maintenance, and operation of the lighting system will be borne by the State, and the lighting system will remain the property of the State.

Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES

A. The State hereby agrees to reimburse the City for the costs incurred by the City in maintaining and operating the lighting system. Those costs will be based upon the actual maintenance operations directly chargeable to the lighting system and shall not include a proration of administrative or overhead costs.

B. The quantity of electrical energy used by the lighting system shall be determined by meters at each point of service. Electrical services shall be established in the State's name.

C. Maintenance shall be provided for by the City or its authorized agent on a force account basis. The State will reimburse the City for: (1) the cost of all labor at the prorated payroll costs and for equipment rental costs for the actual time spent in maintaining the lighting system, and (2) the actual cost of the materials and parts used in maintaining the lighting system. This maintenance includes:

- Replacement of illumination assemblies that are damaged or destroyed
- Replacement of transformer stations or service poles and appurtenances that are damaged or destroyed

Agreement No._____

- Repairing or replacement of underground conductors
- Luminaire glass breakage
- Replacement of obsolescent equipment for the safety lighting system
- Replacement of lamps and ballasts.

D. The City hereby agrees to operate, either directly or indirectly through the city's authorized agent, the lighting system in an efficient manner and to promptly make any repairs and replacements as needed to maintain full and efficient operation of the lighting system. The City hereby agrees that assignment of maintenance and/or operating duties to a third party does not relieve the City of the responsibility for enforcement of these provisions. The City agrees to begin operation and maintenance of the lighting system upon written notification from the State of the completion of the construction of the lighting system.

Article 3. PAYMENT

All requests by the City for payment for electrical energy and maintenance operations shall be properly certified and submitted by the City to the district engineer of the Texas Department of Transportation at Dallas, Texas. Such requests for payment shall be in accordance with the forms prescribed by the State and shall be submitted at not less than monthly intervals. The City will maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement for a period of three years or until any pending litigation is completely resolved. When requested by the State, the City shall permit and assist in an audit by an auditor of the Texas Department of Transportation or its authorized representative of this record and any other records of the City which pertain to the costs of electrical maintenance and operational cost as covered by the terms of this Agreement.

Article 4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this Agreement.

Article 5. GENERAL

A. The State's obligation for operation and maintenance of the lighting system shall cease should the route on which it is located be dropped from the State Highway System.

B. This Agreement will cease to apply to sections of the lighting system in the event that those sections are removed or become a part of a continuous illumination system.

C. This Agreement shall remain in force for a period of two years from the date that it is signed by the State, and it is understood by both parties that at the end of the initial two-year period the Agreement will automatically be renewed for two-year periods thereafter unless modified by mutual agreement of both parties. In the event that the lighting system installed in accordance with this Agreement becomes unnecessary or is removed for any reason, this Agreement will terminate.

D. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.

Agreement No._____

E. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
F. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.
G. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
H. In case any one or more of the provisions contained in this Agreement shall for any reason be held 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.
I. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
J. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 6. SIGNATORY WARRANTY
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the City in duplicate.

THE CITY OF FRISCO
Executed on behalf of the City by:

By_____ Date_____

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, estab-

Agreement No._____

lished policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____

William L. Hale, P.E.
Dallas District Engineer

AGENDA ITEM #21.

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: **Deputy Chief Greg Ward, Police Department**
CC: **Ron Patterson, Assistant City Manager**
Todd Renshaw, Chief of Police
Date: **3/13/2012**
Re: **Grant to support Police Department Personnel**

Action Requested: Consider and Act on a Resolution approving the terms and conditions of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, for funding of one (1) Patrol Officer and authorizing the submission of the grant application by the City Manager or his designee.

Background Information: This resolution supports the submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services for the funding of one (1) new officer position for the 36-month grant funding period. CHP grantees are required to provide a cash match of at least 25% of the project total and retain the new position awarded for at least one year after the 36 months of grant funding for each CHP position expires. The City then agrees to fully fund the 4th year and any subsequent years with its own General Funds. The grant request is for $125,000. Additionally, if awarded funding for a new hire, the newly hired officer **must** be a military veteran who served on active duty for a period of at least 180 days, any part of which occurred on or after September 11, 2001. The three year funding period for this grant is from October 1st, 2012– September 30th, 2015.

Financial Considerations: The FY12 COPS Hiring Program (CHP) Grant does require a cash match of at least 25% for the three year grant period and requires the City to retain the new position for at least one more (4th) year after the end of the grant period. The FY12 COPS Hiring Program (CHP) Grant pays 75% of the project budget up to $125,000 per officer over the three years of the grant. The total project cost for the 3 years is $239,762; the City's portion is $114,762.

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

Staff Recommendation: Staff requests that the council authorize the City Manager or his designee to submit the applications for these grants.

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 COMMUNITY ORIENTED POLICING, FY12 COPS HIRING PROGRAM GRANT; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the COPS Hiring Program Grant be operated for the 2013-2015 Fiscal Years; and

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

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

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

The City of Frisco approves submission of the grant application for the U.S. Department of Justice, Office of Community Oriented Policing, COPS Hiring Program (CHP).

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number _____

Grant Application Title: FY12 COPS Hiring Program

AGENDA ITEM #22.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **3/12/2012**

Agenda Caption: **Consider and Act upon accepting a bid and approve a resolution authorizing the City Manager to execute a contract with AND, Inc, for mainline irrigation improvements within Harold Bacchus Park and Warren Sports Complex.**

Action Requested: Consider and act upon a resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and AND, Inc, for mainline irrigation improvements within Harold Bacchus Park and Warren Sports Complex in the amount of $638,006.

Background Information: The project before Council is the second phase in converting the irrigation at Harold Bacchus and Warren Sports Complex from potable water to lake water. Currently, the City is drilling wells to supply adequate water to the existing lakes on the parks to keep them full as irrigation water is being drawn from them. This bid and contract is for a contractor to purchase and install a submersible pumping system at each park, as well as modify the irrigation mainline where needed.

Staff extended the bid opening in an attempt to have more bidders bid the project. Furthermore, Staff called seven different irrigation contractors in addition to the advertising in the paper and demand star. Unfortunately, there are few irrigation contractors that have experience and or the ability to do an irrigation project of this size. The bids received where fairly close which typically means they are competitive.

AND Inc. has worked on numerous projects for the City as a subcontractor as well as completed this same type of project at Frisco Commons earlier this year. Staff is unaware of any reason to not award this bid and contract to AND Inc.

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

Alternatives:

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

Financial Considerations: Funding will come from the Community Development Corporation ($138,006) and the Park Dedication Fund ($500,000).

Legal Review: The City Attorney Drafted the Agreement.

Supporting Documents:

- Bid Tabulation
- Copy of Agreement
- Resolution

Staff Recommendation: Award the Bid to AND Inc. and approve a resolution authorizing the City Manager to execute an agreement with AND Inc. for irrigation improvements within Harold Bacchus Park and Warren Sports Complex.

CITY OF FRISCO BID TABULATION
OPENED 3-1-12
BID NO. 1201-038
COMMUNITY PARK PUMP & MAINLINE INSTALL
PAGE 1 OF 1

ValleyCrest Landscape and Dev
7700 Northhven Rd.
Dallas, TX 75230
214-360-1556
mfisher@valleycrest.com

AND Inc
2500 McMillen Road
Wylie, TX 75098
972-442-4077

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			Harold Bacchus Park								
	1	LS	Submersible Pump Procure & Install		$243,026.00		$247,289.00				
	1	LS	Contingency		$15,000.00		$15,000.00				
			Subtotal	23 days	$258,026.00	45 days	$262,289.00				
			Warren Sports Complex								
	1	LS	Submersible Pump Procure & Install		$396,776.00		$360,717.00				
	1	LS	Contingency		$15,000.00		$15,000.00				
			Subtotal	44 days	$411,776.00	45 days	$375,717.00				
			TOTAL GROSS PRICE		$669,802.00		$638,006.00				
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY		67 Days		90 Days				

Next Low
Low **$0.00**
Savings **$0.00**

BID TABULATION STATEMENT

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND AND, INC FOR IRRIGATION IMPROVEMENTS WITHIN HAROLD BACCHUS PARK AND WARREN SPORTS COMPLEX.

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 AND, Inc for irrigation improvements to Harold Bacchus Park and Warren Sports Complex, 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

AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

A107-2007 v:1.0 (4-20-09)City

AGREEMENT made as of the ___ day of _____ in the year Two Thousand Twelve (2012)
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

and the Contractor:
(Name, address and other information)

AND, Inc.
2500 McMillen Road
Wylie, TX 75098

Telephone Number: 972-442-4077Fax Number: 972-442-5527

for the following Project:
(Name, location and detailed description)

ARBJ File: Frisco 870008 0472 Community Park Pump and Mainline Installation
Harold Bacchus Community Park
Warren Sports Complex
Frisco, Texas
Installation of irrigation pumps and irrigation mainline renovations.

The Architect:
(Name, address and other information)

All references to Architect herein shall refer to the Owner's Representative, Dudley Raymond.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:
(1049906498)

Init.
/

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 ARCHITECT

11 SUBCONTRACTORS

12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE & BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

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User Notes: (1949906498)

Init. /

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Contractor shall pay liquidated damages of $500.00 per calendar day for Work that is not completed by the Substantial Completion date.

(Table deleted)
, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Six Hundred Thirty-Eight Thousand Six Dollars ($ 638,006.00), subject to additions and deletions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None.

§ 3.2.2 Unit prices, if any: Those unit prices as set forth on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes.
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit

§ 3.2.3 Allowances included in the stipulated sum, if any: The Owner's Contingency set forth on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes, shall be subject to use only with Owner's consent.

(Identify allowance and state exclusions, if any, from the allowance price.)

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Item	Allowance

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a non-profit entity.
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 4 PAYMENTS
§ 4.1 PROGRESS PAYMENTS
§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth (30th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Five Percent (5%)

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

per annum

§ 4.2 FINAL PAYMENT
§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
.2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
.3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 BINDING DISPUTE RESOLUTION
For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 21.4 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplement to A107 – 2007, attached hereto.			

§ 6.1.3 The Specifications: Those Specifications as shown on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit: A
(Table deleted)

§ 6.1.4 The Drawings: None.
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Title of Drawings exhibit:
(Table deleted)

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	February 17, 2012	1-2
Addendum No. 2	February 21, 2012	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

.1 Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 7.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner and Architect may require.

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

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except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 9.5 TAXES
The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 ALLOWANCES
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 SUBMITTALS
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner and Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner and Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.10 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§ 9.11 CUTTING AND PATCHING
The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 CLEANING UP
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

§ 9.14 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 9.15 INDEMNIFICATION
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will review matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial recommendations to Owner on all claims, disputes and other matters in question between the Owner and Contractor. The Architect will follow Owner's direction on final decisions relating to claims, disputes and other matters in question between the Owner and Contractor.

§ 10.8 Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those

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portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time may be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

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ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

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.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further

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representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

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(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

(Paragraph deleted)

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the State of Texas, and venue for any disputes shall be in Collin County.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner

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and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

§19.5 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§ 19.6 WORKING TIME AND WORKING RESTRICTIONS

§ 19.6.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS

§ 19.6.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§ 19.6.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§ 19.6.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§ 19.6.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§ 19.6.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for recommendation of solution to Owner. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial recommendation by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to seeking any remedy at law.

§ 21.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.3 The parties shall endeavor to resolve their disputes by mediation in accordance with Section 154.023, Texas Civil Practice and Remedies Code. In the event mediation does not resolve the dispute, either party may file a petition in a state district court for resolution. Notwithstanding any provision to the contrary contained herein, neither party shall be required to submit the dispute to arbitration.

§ 21.4 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the

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party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

City of Frisco	AND, Inc.
By:	By:
OWNER *(Signature)*	CONTRACTOR *(Signature)*
(Printed name and title)	Robert V. Thurmond Jr. President *(Printed name and title)*

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AIA® Document A107™ – 2007

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PAGE 1

A107-2007 v:1.0 (4-20-09)City

AGREEMENT made as of the ____day of _____in the year Two Thousand Twelve (2012)
(In words, indicate day, month and year.)year)

...

(Name, ~~legal status,~~ address and other information)

City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

...

(Name, ~~legal status,~~ address and other information)

AND, Inc.
2500 McMillen Road
Wylie, TX 75098

...

Telephone Number: 972-442-4077Fax Number: 972-442-5527

...

ARBJ File: Frisco 870008.0472 Community Park Pump and Mainline Installation
Harold Bacchus Community Park
Warren Sports Complex
Frisco, Texas
Installation of irrigation pumps and irrigation mainline renovations.

...

(Name, ~~legal status,~~ address and other information)

All references to Architect herein shall refer to the Owner's Representative, Dudley Raymond.

PAGE 2

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The commencement date will be fixed in a notice to proceed.

PAGE 3

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) days from the date of commencement, or as follows:

...

Contractor shall pay liquidated damages of $500.00 per calendar day for Work that is not completed by the Substantial Completion date.

~~Portion of Work~~ ~~Substantial Completion Date~~

...

[X] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Six Hundred Thirty-Eight Thousand Six Dollars ($ 638,006.00), subject to additions and ~~deductions~~ deletions as provided in the Contract Documents.

...

None.

§ 3.2.2 Unit prices, if any: Those unit prices as set forth on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes.

...

Item Units and Limitations Price Per Unit($0.00)

§ 3.2.3 Allowances included in the stipulated sum, if any: The Owner's Contingency set forth on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes, shall be subject to use only with Owner's consent.

PAGE 4

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a non-profit entity.

...

Item Units and Limitations Price Per Unit($0.00)

PAGE 5

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth (30th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth

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(15th) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Five Percent (5%)

...

~~%~~ per annum

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

Supplement to A107 – 2007, attached hereto.

§ 6.1.3 The Specifications: Those Specifications as shown on the Bid Form, Bid Number 1201-038, Community Park Pump and Mainline Installation", attached hereto as Exhibit A and incorporated herein for all purposes

...

Title of Specifications exhibit: A

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

§ 6.1.4 The Drawings: None.

...

Title of Drawings exhibit:

~~Number~~	~~Title~~	~~Date~~
Addendum No. 1	February 17, 2012	1-2
Addendum No. 2	February 21, 2012	1

...

PAGE 8

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner and Architect may require.

PAGE 9

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner and Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner and Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

PAGE 10

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

PAGE 11

§ 10.7 The Architect will ~~interpret and decide~~ review matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial ~~decisions~~ recommendations to Owner on all claims, disputes and other matters in question between the Owner and ~~Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.~~ Contractor. The Architect will follow Owner's direction on final decisions relating to claims, disputes and other matters in question between the Owner and Contractor.

§ 10.8 ~~The Architect's~~ Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

PAGE 12

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. ~~The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.~~

...

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time ~~shall~~ may be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

PAGE 13

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for

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Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner ~~shall, to the best of the Contractor's knowledge, information and belief,~~ shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

...

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for ~~Payment, that, to the best of the Architect's knowledge, information and belief,~~ Payment that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 14

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating ~~that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections,~~ the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or ~~receipts in full covering all labor, materials and equipment for which a lien could be filed, or~~ a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

PAGE 17

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's ~~expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work,~~ expense.

...

~~§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.~~

...

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The Contract shall be governed by the law of the ~~place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.~~State of Texas, and venue for any disputes shall be in Collin County.

...

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

PAGE 18

§19.5 CRIMINAL BACKGROUND Paragraph Intentionally Deleted.

§ 19.6 WORKING TIME AND WORKING RESTRICTIONS
§ 19.6.1 THE ENTIRE BUILDING IS TOBACCO-FREE AT ALL TIMES AND APPLIES TO ALL OCCUPANTS
§ 19.6.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§ 19.6.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§ 19.6.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§ 19.6.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§ 19.6.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

PAGE 19

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on the Work not executed.~~termination.

...

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§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for ~~decision.~~ recommendation of solution to Owner. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial ~~decision~~ recommendation by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ seeking any remedy at law.

...

§ 21.3 The parties shall endeavor to resolve their disputes by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ in accordance with Section 154.023, Texas Civil Practice and Remedies Code. In the event mediation does not resolve the dispute, either party may file a petition in a state district court for resolution. Notwithstanding any provision to the contrary contained herein, neither party shall be required to submit the dispute to arbitration.

PAGE 20

City of Frisco

By: _____

AND, Inc.

By: _____

Robert V. Thurmond Jr. President

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Certification of Document's Authenticity

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Robert H. Reeder, MVA

(Signed)

(Title)

3/8/12

(Dated)

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EXHIBIT A

FRISCO
PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

BID FORM

Bid Number 1201-038
"Community Park Pump and Mainline Installation"

Item	Description (Harold Bacchus Park)	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
	To procure and install (2) submersible pumps, piping, wiring, trenching, and all items required per plans and specifications.	LS	1	247,289.00	247,289.00	45
	Owners Contingency	LS	$15,000	15,000.00	15,000.00	
Total Bid Price for Harold Bacchus Park					262,289.00	

Item	Description (Warren Sports Complex)	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
	To procure and install (2) submersible pumps, piping, wiring, trenching, and all items required per plans and specifications.	LS	1	360,717.00	360,717.00	45
	Owners Contingency	LS	$15,000	15,000.00	15,000.00	
Total Bid Price for Warren Sports Complex					375,717.00	

Final Bid Price for both park sites 638,006.00

Six Hundred Thirty Eight Thousand Six Dollars.

(Please provide your total bid price in both words and numbers)

Measurement and payment for the various bid items will be made in accordance with the item as set up in the Bid. Quantities stated in the Bid are approximate and are to be used only as a basis for estimating the probable cost of work. The Contractor will only be paid for the actual amount of work done and the material furnished. The Contractor will make no claim for damages, restocking or anticipated profits caused by any differences found between the quantities of work actually done and the estimated quantities in the Bid. The Owner also reserves the right to delete portions of this project. If a position of work is deleted, no claim can be filed for damages, restocking or anticipated profits. Any quantities added to this project will be paid for at the unit price bid for that item.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: AND, INC.

Address of Bidder: 2500 McMillen Rd, Wylie, TX. 75098

Telephone Number: 972-442-4077 Fax: 972-442-5527

E-mail address: anewdealinc@yahoo.com

By: Robert Thurmond (print name) Cash Discount Terms:

Title: President Federal ID #/SS#: 75-2455392

Signature:

Acknowledgement of Addenda: #1 X #2 X #3 ____ #4 ____ #5 ____

Supplement to A107 – 2007
Standard Form of Agreement Between Owner and Contractor
For a Project of Limited Scope

The insurance shall be written by an insurance company having an A rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Worker's Compensation:

   (a) State: Statutory

   (b) Applicable Federal: Statutory

   (c) Employer's Liability: $500,000 per Accident

   $500,000 Disease, Policy Limit

   $500,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage) on a Per Project Basis:

   (a) Bodily Injury: $1,000,000 Each Occurrence

   $2,000,000 Aggregate

   (b) Property Damage: $1,000,000 Each Occurrence

   $2,000,000 Aggregate

   (c) Products and Completed Operations to be maintained for two years after final payment: $2,000,000 Aggregate

   (d) Broad Form Property Damage Coverage shall include Completed Operations.

   (e) Coverage to be extended to include the interests of the Architect and his consultants.

   (f) No total pollution exclusion should be included.

3. Business Auto $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

4. Umbrella Excess Liability:

   (a) Over Primary Insurance: $1,000,000 Each Occurrence

5. Occurrence Policy: $10,000,000 Each Occurrence

   (applicable for asbestos related projects only)

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment. Such Commercial General Liability Insurance shall name Owner as an Additional Insured on Endorsements CG 20 10 and CG 20 37 and shall include a Waiver of Subrogation in favor of Owner. Such proof of Owner's Additional Insured status shall be maintained on CG 20 37 throughout the required period following Final Completion, with such evidence of insurance being provided to Owner at each renewal period.

Contractor shall maintain a Payment and Performance Bond in the amount of the Contract Sum.

AGENDA ITEM #23.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 12, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders to American Tire Distributors, Inc. for the Purchase of Tires for Fleet Services during the Fiscal Year 2012**

Action Requested: City Council approval of purchase orders to American Tire Distributors, Inc. for the purchase of tires for Fleet Services during the fiscal year 2012, in the amount of $104,000.

Background Information: Purchase made through an interlocal agreement with the State of Texas, Texas Multiple Award Schedule, (TxMAS) program. Tires will be purchased on an "as needed" basis by Fleet Services Division to maintain the City fleet. American Tire Distributors, Inc. had a TxMAS contract in place at the beginning of the FY2012 year. Fleet issued a $24,000 PO to purchase tires until the new TxMAS contract was awarded. American Tire Distributors, Inc. was awarded the new TxMAS contract for tires. Fleet is requesting an additional $80,000 to continue the FY 2012 fleet operations.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is appropriated throughout the various divisions for Fiscal Year 2012.

Legal Review: N/A

Supporting Documents: Department memos and TxMAS contract information.

TO: **Tom Johnston, Administrative Services Director**

FROM: **David McBurnett, Fleet Manager**

DATE: **March 7, 2012**

SUBJECT: **Change Order Increase for American Tire Distributors (ATD)**

Fleet Services is requesting an increase of $80,000 to the current PO 1200330 for tire purchases made during the remaining FY12 fiscal year.

The initial PO was limited on funding due to the TXMAS contract expiration date. TXMAS has re-bid and ATD was awarded the contract. The new contract # is TXMAS-7-261020-66.

We request the increase of $80,000 be sent to the City Council for approval. Your help in this matter will be greatly appreciated.

AGENDA ITEM #23.

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

AMERICAN TIRE DISTRIBUTORS, INC. - LUBBOCK
Contract TXMAS-7-261020-66

Dealer for:

BRIDGESTONE FIRESTONE N.A. TIRE, LLC

On-Line Catalog/Order Processing

TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES

Corporate Office:
BRIDGESTONE FIRESTONE N.A. TIRE, LLC
535 MARRIOTT DRIVE
NASHVILLE TN 37214
USA

Send PO to:
AMERICAN TIRE DISTRIBUTORS, INC.
8308 UPLAND AVENUE
LUBBOCK TX 79424
USA
Vendor ID: 15607545942

Invoice From:
AMERICAN TIRE DISTRIBUTORS, INC.
8308 UPLAND AVENUE
LUBBOCK TX 79424
USA

Delivery:	30 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	AMERICAN TIRE DISTRIBUTORS, INC. - LUBBOCK 800 MARKET STREET LOCKBOX #503270 ST. LOUIS MO 63101 USA Vendor ID:
Vendor ID:	15607545942
Business Type:	Small
DUNS #:	003173481

Vendor ID:

Effective: 1/19/2007
Expires: 12/20/2016

CONTACT: SHERRY MCGEE OR ROGER WEBSTER
Phone 800-722-6917
SMCGEE@ATD-US.COM OR RWEBSTER@ATD-US.COM

Effective Date:

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: 1 TIRE
Maximum Order: N/A

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

AGENDA ITEM #24.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 12, 2012**

Subject: **Consider and Act Upon Award of Bid #1201-036, Cooperative Bid for Fire Personal Protective Gear, to North American Fire Equipment Company, Inc.**

Action Requested: City Council award of Bid #1201-036, cooperative bid for Fire personal protective gear, to North American Fire Equipment Company, Inc. (NAFECO) of Decatur, Georgia, in the total estimated cooperative annual amount of $342,145.

Background Information: The Purchasing Division solicited bid #1201-036 for Fire Personal Protective Gear. Bids were received on 2/28/2012 form NAFECO, DACO Fire Equipment and Rescate Resources. Staff is recommending NAFECO as the lowest responsible bidder. The City of Frisco solicited this bid as lead agency in a cooperative bid that included the estimated annual usage of Frisco, Appleby, Colleyville, DeSoto, Lancaster, Midlothian and Cedar Hill. By combining the needs of all entities the cooperative contract realizes better pricing and reduced administrative cost of bidding to the other entities. The total estimated amount for all entities is $342,145. The City of Frisco's estimated annual amount is $85,000.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through the Fire Department operating budget.

Legal Review: N/A

Supporting Documents: Department memo and bid tabulation.

FRISCO FIRE DEPARTMENT

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

Memorandum

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

Cc: **Lee Glover, Assistant Chief**
Mack Borchardt, Fire Chief
Ron Patterson, Assistant City Manager

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

Date: **March 8, 2012**

Subject: **Request for City Council consideration to award Competitive Sealed Bid No. 1201-036 to North American Fire Equipment Company, Inc. (NAFECO) for the purchase of Personal Protective Equipment**

Attached for your review is a request for City Council consideration to award Competitive Sealed Bid No. 1201-036 to North American Fire Equipment Company, Inc. (NAFECO) of Decatur, Georgia for the purchase of Personal Protective Equipment.

The City of Frisco was the lead on this bid for the cities of Frisco, Appleby, Colleyville, DeSoto, Lancaster, Midlothian and Cedar Hill, allowing these cities to enter into Interlocal Cooperative Agreements with us to purchase goods under the Annual Contract. A total of three responsive bids were opened on February 21, 2012 at 2:00 PM with NAFECO being the lowest responsible responsive bidder; NAFECO's bid totaled $342,145.45. The initial term of the Contract is for a one-year period and the Contract provisions allow four one-year extensions.

The purpose of the Personal Protective Equipment is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations and victim extrication. The Contract specifies that all garments produced shall meet or exceed the criteria established in the current edition of the National Fire Protection Association (NFPA) Standard 1971, Protective Clothing for Structural Fire Fighting.

I respectfully request that this item be placed on the March 20, 2012 City Council meeting agenda for consideration and approval. Please feel free to contact me should you have any questions at (972) 292-6311 or via email at jeaglen@friscotexas.gov.

CITY OF FRISCO BID TABULATION
OPENED 02-28-12
BID NO. 1201-036
Personal Protective Equipment Fire
PAGE 1 OF 1

				NAFECO 1515 W. Moulton St. Decatur, AL 35601 800-628-6233 rwoodall@nafeco.com		DACO Fire Equipment 6000 Huddleston Ft. Worth, TX 76137 817-281-4172 wesley@dacofire.com		Rescate Resources 11665 Fugua, Suite G700 Houston, TX 77035 281-481-5101 rescate@rescateresources.com		GST Public Safety Supply LL	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	Notice of No bid	
1	149	Each	V-Force Coat Male CVBM	$1,241.15	$184,931.35	$1,333.00	$198,617.00	$1,461.00	$217,689.00		
2	11	Each	V-Force Coat Female CVBM	$1,241.15	$13,652.65	$1,333.00	$14,663.00	$1,461.00	$16,071.00		
3	149	Each	V-Force Pant Mail PVHM	$717.89	$106,965.61	$771.00	$114,879.00	$846.00	$126,054.00		
4	11	Each	V-Force Pant Femle PVHM	$717.89	$7,896.79	$771.00	$8,481.00	$846.00	$9,306.00		
5	160	Pair	Suspenders 36"	$45.36	$7,257.60	$49.20	$7,872.00	$36.00	$5,760.00		
6	160	Pair	Suspenders 40"	$45.36	$7,257.60	$49.20	$7,872.00	$36.00	$5,760.00		
7	160	Pair	Suspenders 45"	$45.36	$7,257.60	$49.20	$7,872.00	$36.00	$5,760.00		
8	30	Each	Rescue Harness	$219.75	$6,592.50	$220.00	$6,600.00	$240.00	$7,200.00		
9	15	Each	Lettering - Sewn On/Officer Rank	$22.25	$333.75	$22.00	$330.00	$25.00	$375.00		
			TOTAL GROSS PRICE		$342,145.45		$367,186.00		$393,975.00		
			CASH DISCOUNT								
			TOTAL NET PRICE		$342,145.45		$367,186.00		$393,975.00		
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

Next Low $367,186.00
Low $342,145.45
Savings $25,040.55

BID TABULATION STATEMENT

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.
THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT

AGENDA ITEM #25.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 12, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Tallent Roofing, Inc. to Re-roof the City Building at 6891 Main Street**

Action Requested: City Council approval of a purchase order to Tallent Roofing, Inc. to re-roof the City building at 6891 Main Street, in the amount of $58,018.

Background Information: The City of Frisco has an interlocal agreement with the City of McKinney for the purpose of purchasing items and services. The City of McKinney awarded a contract to Tallent Roofing, Inc. for the purpose of roofing repairs and replacements. Facilities staff is requesting the approval of a purchase order to Tallent Roofing for the replacement of the roof at 6891 Main Street, formally City Hall. Purchase will allow for the removal of two different existing roof materials, in different areas of the roof and installation of a thermoplastic polyolefin (TPO) single-ply roofing membrane.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through the Downtown Improvement Fund.

Legal Review: N/A

Supporting Documents: Department memo, quote and McKinney bid award documents.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

From: **Gerry Burns, Facilities Manager**

Date: **March 9, 2012**

Subject: **Recommendation for award of Roof Replacement Bid, 6891 Main (School of Rock), to Tallent Roofing**

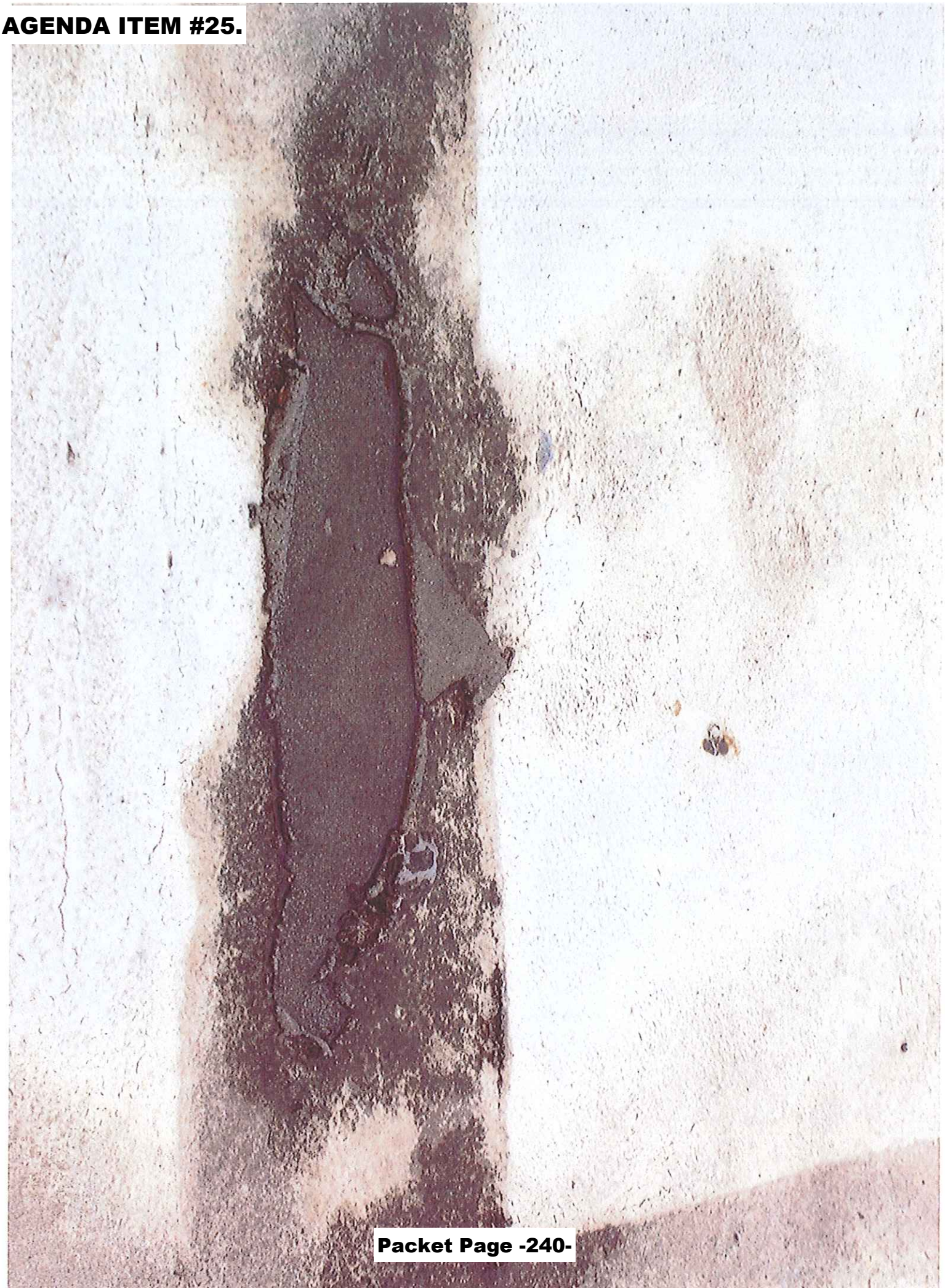
The roof at 6891 Main Street (currently leased by School of Rock) is in very bad condition. It leaks and is continuing to degrade. The roof has two surfaces: modified bitumen on approximately one-third of the roof, and elastomeric (spray-on) membrane on the other two-thirds of the roof. The modified bitumen roof is very old, but has not exhibited leaks yet. However, the elastomeric roof surface, which was applied in 2005, was sprayed over modified bitumen that already had several leaks before the application. The elastomeric materials have failed and continue to degrade.

The attached photos show a few examples of the failing elastomeric roof surface. Our attempts to patch the roof have been only semi-successful. We recommend full replacement of all roof surfaces at this address. The recommended surface would be thermoplastic polyolefin (TPO) single-ply roofing membrane. This is the same materials applied at several City properties including Frisco Athletic Center, 6875 (Ski Frisco Sports) and Municipal Court. This material is not only very durable, it also is very energy efficient, reflecting heat and light.

The City of McKinney recently bid out their annual roofing contract. This contract covers replacement and repairs of existing roof systems. Their contract was awarded to Tallent Roofing. We have received a bid from Tallent Roofing to tear-off and replace the existing roof at 6891 Main for the price of $58,018.18. This price is in line with those bid to the City of McKinney for this type of work.

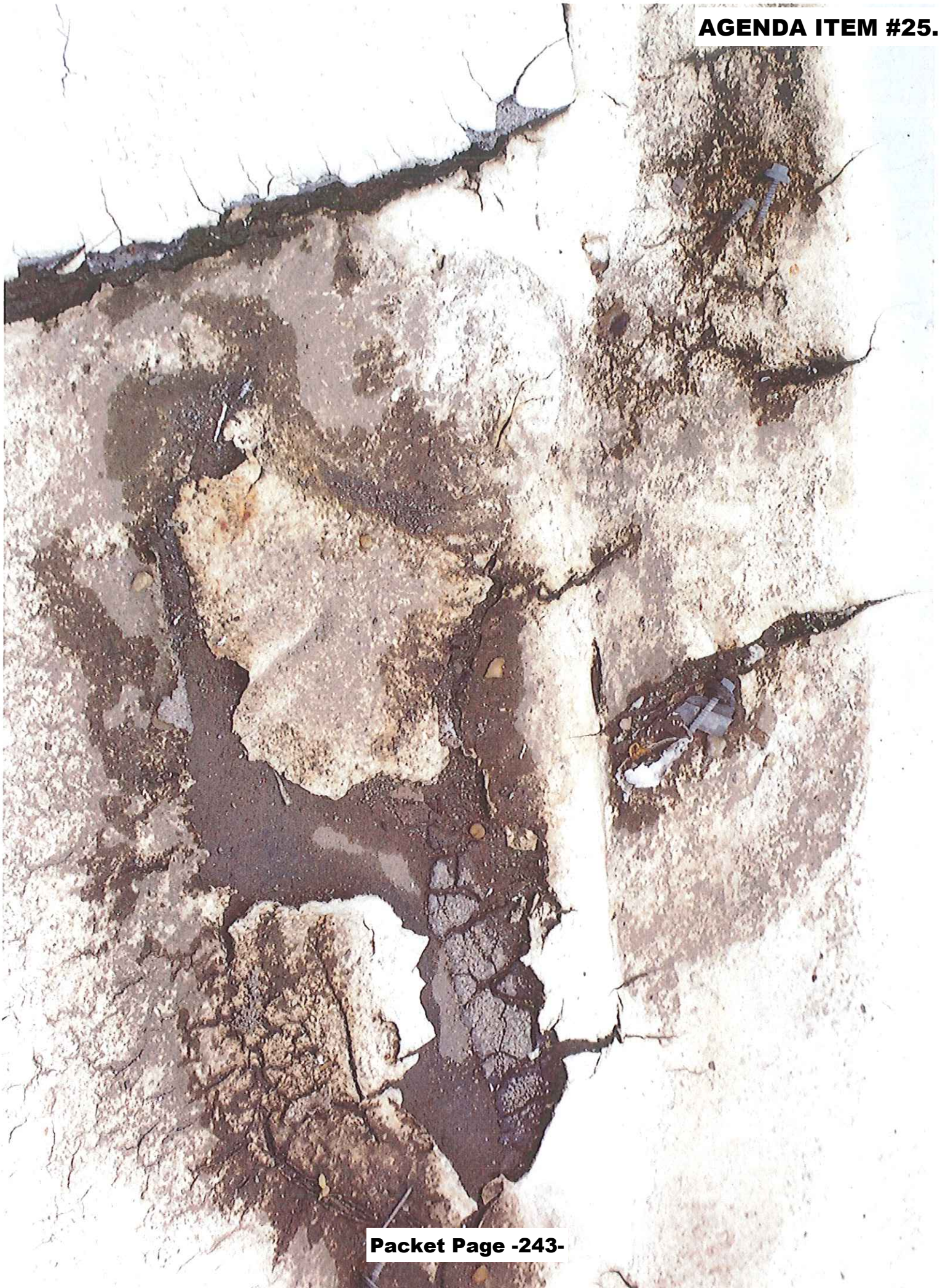
The City of Frisco and the City of McKinney have an existing interlocal agreement (City of Frisco Bid #1202-043 I, City of McKinney Bid#12-01SC). We recommend awarding the contract to replace the roof at 6891 Main to Tallent Roofing under this interlocal agreement with the City of McKinney.











Tallent Roofing, Inc.
Quality Roofing Since 1987

7306 County Road 410, McKinney, TX 75071
972-562-9100 Office | 972-562-5092 Fax

Estimate

Date	Estimate #
3/8/2012	1190

Name / Address
CITY OF FRISCO 6101 FRISCO SQUARE BLVD FRISCO, TEXAS 75034 ATTN: GERRY BURNS

P.O. No.	Terms	Due Date	Rep	Project	PHONE
	PAYMENT ...	3/8/2012	KT		972-929-5112

Item	Description	Total
	SCOPE OF WORK AT 6891 MAIN ST FRISCO, TX 75035	
Itemized	2 SUPERIORS @ $48 EACH @ 80 HOURS EACH	7,680.00
Itemized	5 SERVICE TECH @ $40 EACH @ 80 HOURS EACH	16,000.00
Itemized	2 LABORS @ $25 EACH @ 80 HOURS EACH	4,000.00
Itemized	MATERIAL & EQUIPMENT COST PLUS 20% MARK UP (COST $25,281.82) THIS ROOF IS A 2-STORY FLAT ROOF WITH 3' PARAPET WALL ON 4 SIDES AND A PARAPET DIVIDING WALL BETWEEN 2 SECTIONS REMOVE ALL ROOFS DOWN TO DECK AND HAUL AWAY MECHANICALLY FASTEN NEW 2.3" ISO INSULATION AND 1/2" ISO TO DECK APPLY NEW 60 ML FIRESTONE TPO MEMBRANE MECHANICALLY FASTEN TO DECK AND PARAPET WALLS INSTALL AND FLASH ALL NEW JACKS AND VENTS INSTALL NEW METAL COPING TO WALLS FLASH ALL CURBS AND PENETRATIONS FIRESTONE 15 YEAR NDL FULL SYSTEM WARRANTY ON MATERIAL AND LABOR	30,338.18

	Subtotal	$58,018.18
TERMS: Net amount due upon completion. 1.5% service charge will be added to all past due accounts after 30 days of completion.	**Sales Tax (0.0%)**	$0.00
IMPORTANT NOTICE: Homeowner is responsible for all legal fees and court cost if litigation is required for non-payment. Know Your Rights and Duties Under The Law.	**Total**	$58,018.18

Bid No. 12-01SC

CITY OF McKINNEY

McKINNEY
TEXAS
Unique by nature.

INVITATION TO BID
for a
SERVICE CONTRACT

The City of McKinney is soliciting sealed bids to award a service contract as described herein described for the purpose defined in this document. By responding to this invitation, the bidder agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award regardless of whether award is made in whole or part.

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CERTIFICATIONS AND REPRESENTATIONS M/W/BE STATUS 16
SIGNATURE PAGE 17

Bid No. 12-01SC

LEGAL NOTICE

City of McKinney, Texas

Advertisement for Bids

The City of McKinney is accepting sealed bids toward establishing an annual fixed price contract for Roofing Repairs. Documents for this project may be obtained on our electronic procurement system at https://customer.ionwave.net/mckinney or from Demandstar by Onvia, at their website, http://www.demandstar.com.

Bids/proposals will be publicly opened and read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All bids must be clearly addressed to the Purchasing Department and include the bid name and number on the outside of the envelope/package.

Bid/Proposal Deliveries: The City of McKinney can not guarantee, due to internal mail delivery procedures, that any bids/proposals sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that bid/proposal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.*** Late bids will be rejected as non-responsive.

PROPOSAL NAME:	Roofing Repairs
PROPOSAL NO.:	12-01SC
DUE DATE/TIME:	2:00 p.m., December 1, 2011
MAIL OR DELIVER TO:	City of McKinney Purchasing Department PO Box 517 1550D South College McKinney, Texas 75069

The City reserves the right to reject any and all bids and to waive any informality in bids received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication:, November 13, 2011
Second Publication:, November 20, 2011

Bid No. 12-01SC

GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

I. BIDDING

A. BIDS – All bids must be clearly marked on blank bid form furnished by the Purchasing Department. A minimum of one original and two (2) copies of the executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.

B. AUTHORIZED SIGNATURES – The bid must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. LATE BIDS – Bids must be in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.

D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request for its withdrawal to the City Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.

E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of sixty (60) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all or none of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. or by attachment as part of the bid. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and plans and shall hold the vendor responsible to perform in strict accordance with the specifications.

H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired. If bid is made on an article other than the one specified, which bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation.

J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. QUANTITIES – Quantities indicated are *estimated quantities only* and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. BID AWARDS – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.

N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.

O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

P. ADDENDA – Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be mailed or faxed distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bid deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.

T. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing Open Records Acts.

U. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review.

II. PERFORMANCE

A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. DELIVERY CHARGES – All delivery and freight charges, F.O.B. City of McKinney or destination shown on City of McKinney purchase order.

D. INSTALLATION CHARGES – All charges for installation and set-up shall be included in the bid price. Unless otherwise stated, basic installation and set-up will be required.

E. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be at no additional cost to the City.

F. STORAGE – Bidder agrees to provide storage, prior to use, of any custom ordered material(s) necessary for the completion of contract, if requested.

G. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must 1comply with all federal, state, county and local laws., to include but not be limited to, Any vehicles or equipment shall contain all applicable standard safety, emission, and noise controls requirements for these types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

H. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.

I. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.

J. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient inn workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced by at the vendor's and at his expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the City. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. All disputes concerning quality of supplies utilized in the performance of this bid will be determined by the City Purchasing Manager or designated representative.

III. PURCHASE ORDERS AND PAYMENT

A. PURCHASE ORDERS – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. **The purchase order number must appear on all itemized invoices and packing slips.** The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. INVOICES – **All invoices shall reference the Purchase Order number. Itemized invoices shall reference the bid item number, the City stock number and/or a detailed description for each item invoiced.** If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

IV. CONTRACT

A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful vendor bidder and the City of McKinney.

B. CONTRACT AGREEMENT – Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for three (3) years with two (2) one (1) year renewal options.

C. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.

D. TERMINATION FOR DEFAULT – The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

E. TRANSITIONAL PERIOD – Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

F. INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS – In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE – Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against the City of McKinney growing out of such injury or damages.

H. INTEREST BY PUBLIC OFFICIALS – No public official shall have interest in this contract, in accordance with Texas local government code.

I. DISCLOSURE OF CERTAIN RELATIONSHIPS – **Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to www.mckinneytexas.org to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

J. WARRANTY – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

K. UNIFORM COMMERCIAL CODE – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

L. VENUE – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.

M. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.

N. SILENCE OF SPECIFICATIONS – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Bid No. 12-01SC

INSURANCE REQUIREMENTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

12-01SC Roofing Reairs
City of McKinney
c/o EBIX BPO
P O Box 257
Portland, MI 48875-0257
Or you may email to:
rmartzke@periculum.com

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate. Coverage must be written on an occurrence form. The general aggregate limit should apply on a per project basis; if not, the general aggregate limit shall be $2,000,000.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $100,000 each accident, b) by disease, $100,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $500,000 per occurrence.

B. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance, provided all policies comply with all requirements. The vendor may maintain reasonable deductibles, subject to approval by the City of McKinney.

C. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by use of an endorsement that includes the completed operations hazard.
3.. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

D. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

MINIMUM REQUIREMENTS

A. GENERAL – It is the intent of the following minimum specifications to describe Roofing Repairs and all materials and work necessary to complete the project. Brand names, where used, are for descriptive purposes. *Bidder shall assume specifications to read "or approved equal or better". Alternate brands bid shall be named in the submitted bid. The City of McKinney retains sole discretion in determining whether item(s) bid will be considered "equal" or "better".*

B. BEST VALUE EVALUATION CRITERIA AND FACTORS – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

35% PURCHASE PRICE
25% MATERIAL MARKUP
20% RESPONSE TIME
10% REPUTATION OF THE BIDDER AND OF THE BIDDER'S GOODS OR SERVICES
10% BIDDER'S PAST RELATIONSHIP WITH THE CITY OF MCKINNEY

C. The City of McKinney is accepting sealed bids to establish a Fixed Price Agreement with vendors to establish a qualified contractor listing for roofing repairs for 69 facilities located throughout the City. (Approximately 600,000 square footage maintained) The number of facilities will increase as new buildings under construction are completed. This agreement will contain a fixed pricing structure for the term of the agreement.

The City has the right and option to extend the term of the agreement for two (2) additional one (1) year periods under the same terms and conditions. The City also has the right and option to terminate the agreement upon thirty (30) day written notice.

The Facilities Maintenance Department will contact the roofing contractor on an as needed basis to assist the maintenance staff in the repair and maintenance of building roofing systems and to assist in warranty repairs and claims with different roofing manufactures. The roofing contractor performing the work must be approved by the roofing materials manufacturer to perform, (or install) repairs that may or may not be covered under warranty in order to maintain existing manufacturer's guaranteed roofing systems warranties.

D. The bidder MUST provide a list of no fewer than three (3) clients names, addresses, phone numbers, and contact persons, with which they have contracts and/or has previous work of equal type and scope within the past five (5) years. A reference page is attached.

E. SERVICE CALLS: Labor time will begin upon arrival at the job site. The normal cost of a service call will be permitted as part of the call out charge. **There will be no travel cost.**

Response time to a reported problem during regular working hours (8:00 am – 5:00 pm) and nights/holidays/weekends will be stated on the bid form.

Response time for emergency calls will also be stated on the bid form.

The selected vendor will supply the city with a contact list for regular hours calls, nights/weekends/holidays, regular after hours, and emergency after hours.

The selected vendor will be required to provide a contact list for calls during working hours, nights/holidays/weekends, and for emergencies.

Vendor must supply indication that they are approved applicators for the installation, maintenance and repair of the manufacturer's product(s). A worksheet is attached, and bids received without this worksheet may be deemed as non-responsive.

Vendor must complete the attached bid form indicating call service fees and hourly rates as noted. A line item for materials (vendor's cost plus an indicated percentage markup) is included at the bottom of the bid form. The bid form is attached.

TYPES OF REPAIR AND REMODEL SERVICES:

Provide assistance to City staff in the maintenance of facilities and minor building renovations and/or additions which may include waterproofing systems, repairs/replacement of waterproofing system, guttering, modified bituminous sheet roofing, built-up roof systems, rubber membrane roofing, rubber membrane ballasted roofing systems, pre-coasted metal roof panels, composition roof systems. On initial emergency calls, vendor will make temporary repairs and return when weather permits to make permanent repairs. All repairs, replacement and installation of systems must be in accordance with approved practices by the manufacturer of each type of roofing system.

PROJECT REQUIREMENTS:
Prospective bidders are requires to initial where blank lines are provided, to show compliance with each statement.

The City reserves the right to prepare a scope of work and require a proposal with complete breakdown of material and labor costs. ____

The City has the right, at its option, to supply all or part of the materials or equipment on any project, or request a quote from the vendor for such items on a per project basis. ____

All work must meet building codes as required by the City of McKinney Building Inspection Department. ____

All work must meet requirements for roofing installation, repairs and maintenance per each manufacturer's type roofing system on which work is performed. ____

VENDOR QUALIFICATIONS:
Prospective bidders are requires to initial where blank lines are provided, to show compliance with each statement.

The roofing service technicians must be proficient in all phases of installation, repair, and maintenance of modified bituminous sheet roofing, membrane, and ballasted roofing systems, pre-coated metal roof panel systems, and composition shingle roofing systems. ____

Vendor must furnish on request the following:
Copy of letter or letters from each manufacturer for each type roofing system indicating that they are certified applicators for installation, maintenance and repair. ____

The City of McKinney has the option to review the financial responsibility, experience and possession of such equipment, as may be necessary to complete all work in an expeditious, safe, and satisfactory manner. ____

VENDOR REQUIREMENTS:
Prospective bidders are requires to initial where blank lines are provided, to show compliance with each statement.

Vendor must provide one (1) year labor and materials warranty on repairs. ____

The successful vendor must provide free written estimates of all work to be performed. _____

All invoices shall reference the Purchase Order number. Itemized invoices shall reference the contract item, the contract pricing a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. _____

Bid No. 12-01SC

BID FORM

06-35SC
ROOFING REPAIRS FIXED PRICE AGREEMENT
VENDOR APPROVED APPLICATORS WORKSHEET

COMPANY:_____

Listed below are most types of roofing systems and the manufacturers of those types of systems. Please indicate manufacturer and roofing system you or your employees are approved applicators for installation, maintenance and repair.

Description	Manufacturers	Approved Applicator (Y or N)
Modified Bituminous sheet roofing that include single ply, two ply, ply, and four ply systems	Tamko	_____
	Firestone	_____
	John Manville	_____
	Celotex Corp	_____
	Tremco Inc.	_____
	Bitec, Inc.	_____
	Certaomteed	_____
	GAF Bldg. Mat	_____
Build-up Roof Systems	John Manville	_____
	Celotex Corp	_____
	Schuller	_____
	Versico	_____
Rubber Membrane Roofing	Carlisle	_____
	Firestone	_____
Rubber Membrane Ballasted Roofing System	Carlisle	_____
	Firestone	_____
	J. P. Stevens	_____
Pre-Coated Metal Roof Panels	AEP – Span	_____
	Berridge Mfg.	_____
	MBCI Metal Roof and	_____
Composition Single Roof System	GAF Building Mat.	_____
	ELK	_____
	Tamco	_____

Bid No. 12-01SC

ROOFING REPAIRS FIXED PRICE AGREEMENT FOR FACILITY MAINTENANCE

BID FORM

COMPANY:_____

Please state your number of employees and their capacity
Total number_____
Supervisors _____
Service Technicians _____
Laborers _____

1. Roofing Repair – Service Call "Normal Hours"
   One time charge for call out to jobsite, contractor
   provides one (1) each Service Technician or a Supervisor
   $_____ Service Tech/call
   $_____ Supervisor/call

2. Roofing Repair – Service Call "Nights/Weekends/Holidays"
   One time charge for call out to jobsite, contractor
   provides one (1) each Service Technician or a Supervisor
   $_____ Service Tech/call
   $_____ Supervisor/call

3. Roof maintenance repair regular time:
   Service Technician or Supervisor per hour labor charge
   $_____ Service Tech/hr
   $_____ Supervisor/ hr

4. Roof maintenance repair overtime:
   Service Technician or Supervisor per hour labor charge
   $_____ Service Tech/hr
   $_____ Supervisor/ hr

5. Roof maintenance repair regular time:
   Laborer per hour labor charge
   $_____ Laborer/hr

6. Roof maintenance repair overtime:
   Laborer per hour labor charge
   $_____ Laborer/hr

7. Kettle set up
   $_____fee

RESPONSE TIME TO A REPORTED PROBLEM DURING REGULAR WORKING HOURS (8:00 am – 5:00 pm) AND NIGHTS/HOLIDAYS/WEEKENDS WILL BE_____FROM TIME OF FIRST CALL.

RESPONSE TIME FOR EMERGENCY CALLS WILL BE_____FROM TIME OF FIRST CALL.

Please indicate your percentage markup for any materials the City may wish to purchase.

Materials (cost + percentage (%) markup) _____%

Exceptions (if any): _____

Bid No. 12-01SC

REFERENCES

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

COMPANY NAME

Contact Person Title

Address PO Box City

State Zip e-mail

Phone Number Fax Number

COMPANY NAME

Contact Person Title

Address PO Box City

State Zip e-mail

Phone Number Fax Number

COMPANY NAME

Contact Person Title

Address PO Box City

State Zip e-mail

Phone Number Fax Number

COMPANY NAME

Contact Person Title

Address PO Box City

State Zip e-mail

Phone Number Fax Number

Bid No. 12-01SC

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **5 percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. **Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.**

The statutory language is as follows:

§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005.

The City Council requires the following information for consideration of location of a bidder's principal place of business:

1. Locational Eligibility: Principal Place of Business in McKinney, Texas.
   a. Do you have a McKinney office? If yes, identify address.
   b. What percentage of estimated gross company sales (worldwide) are sales originating in McKinney? "Originating in McKinney" shall mean payable at the McKinney office. [must exceed 50%]

2. Economic Development opportunities resulting from contract.
   a. Number of McKinney resident-employees?
   b. Amount of City of McKinney ad valorem taxes (real and business personal property) paid by company (for prior tax year—McKinney office or former location, if McKinney office is newly-established)?

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

(Name of Bidder) (Date)

(Signature) (Print)

CERTIFICATIONS AND REPRESENTATIONS M/W/BE STATUS

_____ is certified as a:

(Check One, If Applicable)
Disadvantaged Business Enterprise _____
Minority-owned Business Enterprise _____
Women-owned Business Enterprise _____

A copy of the certification from _____ is attached.

* * * * * NOTE * * * * *
THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

CERTIFICATION OF NON-DISCRIMINATION

A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

C. Upon request by the City of McKinney, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification

BID FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes_____No_____

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name of Signatory
_____	_____
City, State and Zip	Title of Signatory
_____	_____
Telephone No.	Fax No.

Bid Tabulation Sheet
Roofing Repairs
12-01SC
McKinney, Texas
December 1, 2011

Bidder	*SERVICE TECH* CALL OUT (NORMAL HOURS)	*SUPERVISOR* CALL OUT (NORMAL HOURS)	*SERVICE TECH* CALL OUT NIGHTS, WEEKEND, HOLIDAY	*SUPERVISOR* CALL OUT NIGHTS, WEEKEND, HOLIDAY	*SERVICE TECH.* ROOF MAINT REPAIR, REGULAR TIME	*SUPERVISOR* ROOF MAINT REPAIR, REGULAR TIME	*SERVICE TECH.* ROOF MAINT REPAIR, OVERTIME	*SUPERVISOR* ROOF MAINT REPAIR, OVERTIME	*LABORER,* ROOF MAINT REPAIR REGULAR TIME	*LABORER,* ROOF MAINT REPAIR OVERTIME	*KETTLE SET UP FEE*	*RESPONSE TIME FOR REGULAR CALLS*	*RESPONSE TIME FOR EMERGENCY CALLS*	*MATERIALS COST + PERCENTAG MARKUP*
Roof USA	$125.00	$125.00	$152.00	$152.00	$48.50	$48.50	$68.00	$68.00	$48.50	$48.50	$250.00	4 hours	6 hours	18%
Tallent Roofing	$40.00	$48.00	$60.00	$72.00	$40.00	$48.00	$60.00	$72.00	$25.00	$37.50	$250.00	1 hour	1 hour	20%

12-077

TITLE: Consider/Discuss/Act on a Resolution Awarding Contract to Tallent Roofing for Roofing Services

MEETING DATE: February 7, 2012

DEPARTMENT: Building Operations
Purchasing

CONTACT: Hal Cranor, Executive Director Of Public Works
Erin Boddie, Buyer II

RECOMMENDED CITY COUNCIL ACTION:

- Award annual service contract 12-01SC to provide Roofing Services on an "as needed" basis.

ITEM SUMMARY:

- Bid opening for Bid Number 12-01SC was held on December 1, 2011
- Bid request was advertised and specifications were made available via the internet
- Total of two (2) bids were received
- Recommended as best evaluated bid is Tallent Roofing of McKinney, Texas

BACKGROUND INFORMATION:

- Contract shall commence on date of award and continue for a three (3) year period with two (2) one year renewal options.

FINANCIAL SUMMARY:

- Funds will be encumbered as needed for the jobs that may arise during this contract period.

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

Resolution
Bid Tab

McKINNEY™
TEXAS
Unique by nature.SM

February 16, 2012

Tallent Roofing, Inc
7306 CR 410
McKinney, Texas 75071

Kenneth Tallent:

As of February 7, 2012 the City of McKinney awarded your firm the contract for Bid No. 12-01SC, Roofing Repairs. THIS IS NOT AN ORDER, only a notification. Purchase order(s) will follow.

This annual fixed price contract commenced on the date of award and will continue through and including February 7, 2015 for all items listed in Bid No. 12-01SC.

Invoices shall show the City of McKinney purchase order number and are to be mailed to the City of McKinney Finance Department, P.O. Box 517, McKinney, TX 75070. Divina Dennis is currently the contact regarding payments. She may be reached at 972-547-7529.

Should you have any questions regarding the contract, you may contact the Purchasing Department at 972-547-7580 or Dallas Metro 972-562-6080, ext. 7580. We look forward to doing business with you.

Sincerely,

Erin Boddie

Erin E. Boddie, CPPB
Contract Specialist

BID FORM

06-35SC
ROOFING REPAIRS FIXED PRICE AGREEMENT
VENDOR APPROVED APPLICATORS WORKSHEET

COMPANY: Tallent Roofing, Inc.

Listed below are most types of roofing systems and the manufacturers of those types of systems. Please indicate manufacturer and roofing system you or your employees are approved applicators for installation, maintenance and repair.

Description	Manufacturers	Approved Applicator (Y or N)
Modified Bituminous sheet roofing that include single ply, two ply, ply, and four ply systems	Tamko	Y
	Firestone	Y
	John Manville	Y
	Celotex Corp	Y
	Tremco Inc.	N
	Bitec, Inc.	Y
	Certaomteed	Y
	GAF Bldg. Mat	Y
Build-up Roof Systems	John Manville	N
	Celotex Corp	Y
	Schuller	N
	Versico	N
Rubber Membrane Roofing	Carlisle	N
	Firestone	Y
Rubber Membrane Ballasted Roofing System	Carlisle	N
	Firestone	Y
	J. P. Stevens	Y
Pre-Coated Metal Roof Panels	AEP – Span	Y
	Berridge Mfg.	Y
	MBCI Metal Roof and	Y
Composition Single Roof System	GAF Building Mat.	Y
	ELK	Y
	Tamco	Y

Bid No. 12-01SC

ROOFING REPAIRS FIXED PRICE AGREEMENT FOR FACILITY MAINTENANCE

BID FORM

COMPANY: Tallent Roofing, Inc.

Please state your number of employees and their capacity
Total number 75
Supervisors 10
Service Technicians 25
Laborers 40

1. Roofing Repair – Service Call "Normal Hours"
   One time charge for call out to jobsite, contractor provides one (1) each Service Technician or a Supervisor
   $ 40.00 Service Tech/call
   $ 48.00 Supervisor/call

2. Roofing Repair – Service Call "Nights/Weekends/Holidays"
   One time charge for call out to jobsite, contractor provides one (1) each Service Technician or a Supervisor
   $ 60.00 Service Tech/call
   $ 72.00 Supervisor/call

3. Roof maintenance repair regular time:
   Service Technician or Supervisor per hour labor charge
   $ 40.00 Service Tech/hr
   $ 48.00 Supervisor/ hr

4. Roof maintenance repair overtime:
   Service Technician or Supervisor per hour labor charge
   $ 60.00 Service Tech/hr
   $ 72.00 Supervisor/ hr

5. Roof maintenance repair regular time:
   Laborer per hour labor charge
   $ 25.00 Laborer/hr

6. Roof maintenance repair overtime:
   Laborer per hour labor charge
   $ 37.50 Laborer/hr

7. Kettle set up
   $ 250.00 fee

RESPONSE TIME TO A REPORTED PROBLEM DURING REGULAR WORKING HOURS (8:00 am – 5:00 pm) AND NIGHTS/HOLIDAYS/WEEKENDS WILL BE 1 (one) hour FROM TIME OF FIRST CALL.

RESPONSE TIME FOR EMERGENCY CALLS WILL BE 1 (one) hour FROM TIME OF FIRST CALL.

Please indicate your percentage markup for any materials the City may wish to purchase.

Materials (cost + percentage (%) markup) 20 %

Exceptions (if any): Only applies if a complete re-roof. On the contract, I see nothing about a complete re-roof. A complete re-roof would be:
Materials(cost + percentage(%) markup)= 30%
Refer to page 13 "Project Requirements"(line 1 & 2)

Bid No. 12-01SC

REFERENCES

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

Collin County
COMPANY NAME

Dan James — Facilities Management Director
Contact Person — Title

4600 Community Avenue — McKinney
Address — PO Box — City

Texas — 75071 — djames@collincountytx.gov
State — Zip — e-mail

(972)547-5300 — (972)547-5498
Phone Number — Fax Number

City of Frisco
COMPANY NAME

Gerry Burns — Facilities Manager
Contact Person — Title

6101 Frisco Square Blvd — Frisco
Address — PO Box — City

Texas — 75034 — gburns@friscotexas.gov
State — Zip — e-mail

(972)292-5112 — (972) 292-5586
Phone Number — Fax Number

City of Allen
COMPANY NAME

Bill Little — Building Maintenance Foreman
Contact Person — Title

305 Century Parkway — Allen
Address — PO Box — City

Texas — 75013 — blittle@cityofallen.org
State — Zip — e-mail

(214)509-4507 — (214)455-8612
Phone Number — Fax Number

Independent Bank
COMPANY NAME

Johnny Bratcher — Regional President
Contact Person — Title

1427 W White St. — Anna
Address — PO Box — City

Texas — 75409 — jbratcher@independent-bank.com
State — Zip — e-mail

(972)782-6181 — (972)784-6362
Phone Number — Fax Number

CERTIFICATIONS AND REPRESENTATIONS M/W/BE STATUS

_____ is certified as a:

(Check One, If Applicable) N/A
Disadvantaged Business Enterprise _____
Minority-owned Business Enterprise _____
Women-owned Business Enterprise _____

A copy of the certification from _____ is attached.

* * * * * NOTE * * * * *
THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

CERTIFICATION OF NON-DISCRIMINATION

A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

C. Upon request by the City of McKinney, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification

BID FORM
SIGNATURE PAGE

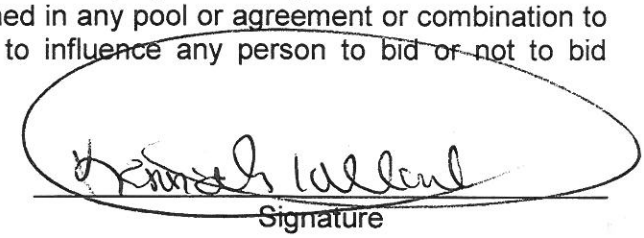
As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes XXXX **No** _____

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Tallent Roofing, Inc.	
Bidder (Entity Name)	Signature
7306 CR 410	Kenneth Tallent
Street & Mailing Address	Print Name of Signatory
McKinney, Texas 75071	President
City, State and Zip	Title of Signatory
972-562-9100	972-562-5092
Telephone No.	Fax No.

BID FORM

06-35SC
ROOFING REPAIRS FIXED PRICE AGREEMENT
VENDOR APPROVED APPLICATORS WORKSHEET

COMPANY: Tallent Roofing, Inc.

Listed below are most types of roofing systems and the manufacturers of those types of systems. Please indicate manufacturer and roofing system you or your employees are approved applicators for installation, maintenance and repair.

Description	Manufacturers	Approved Applicator (Y or N)
Modified Bituminous sheet roofing that include single ply, two ply, ply, and four ply systems	Tamko	Y
	Firestone	Y
	John Manville	Y
	Celotex Corp	Y
	Tremco Inc.	N
	Bitec, Inc.	Y
	Certaomteed	Y
	GAF Bldg. Mat	Y
Build-up Roof Systems	John Manville	N
	Celotex Corp	Y
	Schuller	N
	Versico	N
Rubber Membrane Roofing	Carlisle	N
	Firestone	Y
Rubber Membrane Ballasted Roofing System	Carlisle	N
	Firestone	Y
	J. P. Stevens	Y
Pre-Coated Metal Roof Panels	AEP – Span	Y
	Berridge Mfg.	Y
	MBCI Metal Roof and	Y
Composition Single Roof System	GAF Building Mat.	Y
	ELK	Y
	Tamco	Y

Bid No. 12-01SC

ROOFING REPAIRS FIXED PRICE AGREEMENT FOR FACILITY MAINTENANCE

BID FORM

COMPANY: Tallent Roofing, Inc.

Please state your number of employees and their capacity
Total number 75
Supervisors 10
Service Technicians 25
Laborers 40

1. Roofing Repair – Service Call "Normal Hours"
   One time charge for call out to jobsite, contractor provides one (1) each Service Technician or a Supervisor
   $ 40.00 Service Tech/call
   $ 48.00 Supervisor/call

2. Roofing Repair – Service Call "Nights/Weekends/Holidays"
   One time charge for call out to jobsite, contractor provides one (1) each Service Technician or a Supervisor
   $ 60.00 Service Tech/call
   $ 72.00 Supervisor/call

3. Roof maintenance repair regular time:
   Service Technician or Supervisor per hour labor charge
   $ 40.00 Service Tech/hr
   $ 48.00 Supervisor/ hr

4. Roof maintenance repair overtime:
   Service Technician or Supervisor per hour labor charge
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   $ 37.50 Laborer/hr

7. Kettle set up
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RESPONSE TIME FOR EMERGENCY CALLS WILL BE 1 (one) hour FROM TIME OF FIRST CALL.

Please indicate your percentage markup for any materials the City may wish to purchase.

Materials (cost + percentage (%) markup) 20 %

Exceptions (if any): Only applies if a complete re-roof. On the contract, I see nothing about a complete re-roof. A complete re-roof would be:
Materials(cost + percentage(%) markup)= 30%
Refer to page 13 "Project Requirements" (line 1 of 2)

Bid No. 12-01SC

REFERENCES

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

Collin County
COMPANY NAME

Dan James — Contact Person
Facilities Management Director — Title

4600 Community Avenue — Address
PO Box
McKinney — City

Texas — State
75071 — Zip
djames@collincountytx.gov — e-mail

(972)547-5300 — Phone Number
(972)547-5498 — Fax Number

City of Frisco
COMPANY NAME

Gerry Burns — Contact Person
Facilities Manager — Title

6101 Frisco Square Blvd — Address
PO Box
Frisco — City

Texas — State
75034 — Zip
gburns@friscotexas.gov — e-mail

(972)292-5112 — Phone Number
(972) 292-5586 — Fax Number

City of Allen
COMPANY NAME

Bill Little — Contact Person
Building Maintenance Foreman — Title

305 Century Parkway — Address
PO Box
Allen — City

Texas — State
75013 — Zip
blittle@cityofallen.org — e-mail

(214)509-4507 — Phone Number
(214)455-8612 — Fax Number

Independent Bank
COMPANY NAME

Johnny Bratcher — Contact Person
Regional President — Title

1427 W White St. — Address
PO Box
Anna — City

Texas — State
75409 — Zip
jbratcher@independent-bank.com — e-mail

(972)782-6181 — Phone Number
(972)784-6362 — Fax Number

Bid No. 12-01SC

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Section 271.9051 of the Texas Local Government Code authorizes a municipality with a population of less than 250,000, when considering competitive sealed bids, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within **5 percent** of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. **Request must be submitted with bid package to be considered by the City of McKinney. Questions should be addressed to the Purchasing Department at 972-547-7580.**

The statutory language is as follows:

§ 271.9051. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS IN CERTAIN MUNICIPALITIES.

(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005.

The City Council requires the following information for consideration of location of a bidder's principal place of business:

1. Locational Eligibility: Principal Place of Business in McKinney, Texas.
   a. Do you have a McKinney office? If yes, identify address.
   b. What percentage of estimated gross company sales (worldwide) are sales originating in McKinney? "Originating in McKinney" shall mean payable at the McKinney office. [must exceed 50%]

2. Economic Development opportunities resulting from contract.
   a. Number of McKinney resident-employees?
   b. Amount of City of McKinney ad valorem taxes (real and business personal property) paid by company (for prior tax year—McKinney office or former location, if McKinney office is newly-established)?

Certification of information:

The undersigned ~~does hereby affirm~~ that the information supplied is true and correct as of the date hereof, under penalty ~~of perjury~~.

Tallent Roofing, Inc. — 12-01-2011
(Name of Bidder) — (Date)

Kenneth Tallent — Kenneth Tallent
(Signature) — (Print)

CERTIFICATIONS AND REPRESENTATIONS M/W/BE STATUS

_____ is certified as a:

(Check One, If Applicable) N/A
Disadvantaged Business Enterprise _____
Minority-owned Business Enterprise _____
Women-owned Business Enterprise _____

A copy of the certification from _____ is attached.

* * * * * NOTE * * * * *
THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

CERTIFICATION OF NON-DISCRIMINATION

A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.

C. Upon request by the City of McKinney, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification

BID FORM
SIGNATURE PAGE

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes XXXX **No** _____

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Tallent Roofing, Inc.
Bidder (Entity Name)

7306 CR 410
Street & Mailing Address

McKinney, Texas 75071
City, State and Zip

972-562-9100
Telephone No.

Signature

Kenneth Tallent
Print Name of Signatory

President
Title of Signatory

972-562-5092
Fax No.

AGENDA ITEM #26.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 13, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders with Book Wholesalers Incorporated, for the Purchase of Additional Library Materials in the Areas of the Adult and Youth Collection during the Fiscal Year 2012**

Action Requested: City Council approval of purchase orders with Book Wholesalers Incorporated, for the purchase of additional Library materials in the areas of the adult and youth collections during the fiscal year 2012, in the total amount of $47,943.

Background Information: Books, movies and music will be purchased in the areas of adult and youth materials from Book Wholesalers Incorporated (BWI), through North East Texas Library System supplier's contract approved by the State of Texas. This purchase order is in addition to the one approved by Council in October of 2011 and will allow for the purchase of additional materials in the area of adult and youth collections. Total expenditure with BWI for the fiscal year 2012, including October purchase orders and this request will be $165,243.

Board/Citizen Input: N/A.

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

Financial Considerations: Available funds are appropriated in the Library's 2012 operating budget.

Supporting documents: Department memos and North East Texas Library System contract.

Library
City of Frisco, Texas

Memorandum

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

From: **Nigel Boeg – Support Services Manager**
Shelley Holley, Library Director

Date: **3/1/12**

Subject: **Change Order to increase original PO 1201048**

The library requests to encumber a further $9,143, which will increase the current PO 1201048 from $17,300 to $26,443, with BWI to be spent on materials for the Adult collection. Materials will be acquired in the areas of fiction, non fiction, best sellers, DVD's, music, replace outdated material, damaged material, and keep current with materials that are award winners.

These funds will purchase approximately 500 items that will enhance the collection for the community and maintain our accreditation with the Texas State Library. This will also move the library forward to become a library of excellence in the future.

BWI has a contract with the North East Texas Library System which we are members.

The funds are available in 16565651-79480.

Library
City of Frisco, Texas

Memorandum

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

From: **Nigel Boeg, Support Services Manager**
Shelley Holley, Library Director

Date: **3/2/12**

Subject: **Change Order to increase original PO 1200276**

The library requests to encumber a further $38,800, which will increase the current PO 1200276 from $100,000 to $138,800 with BWI to be spent on materials for the Children's and Youth collections. Materials will be acquired in the areas of fiction, non fiction, best sellers, DVD's, music, replace outdated material, damaged material, and keep current with materials that are award winners.

These funds will purchase approximately 2,500 items that will enhance the collection for the community and maintain our accreditation with the Texas State Library. This will also move the library forward to become a library of excellence in the future.

BWI has a contract with the North East Texas Library System which we are members.

The funds are located in 16565652-79480.

Public Library Specialists
BWI
A FOLLETT CORPORATION COMPANY

1340 Ridgeview Drive
McHenry, Illinois 60050

Phone: 800.888.4478
Fax: 800.888.6319

September 24, 2009

Nigel Boeg BA MA MCLIP
Assistant Director - Material Services
Frisco Public Library
6101 Frisco Square Blvd. Suite 3000
Frisco, TX 75034

Dear Mr. Boeg:

Please accept this letter confirming BWI's desire to extend, at the same discounts, terms and conditions, the present Print and Audiovisual Materials Agreement (Attached). These terms will be in effect from September 1, 2009 through September 30, 2014.

Please note the following changes to be made to the contract:

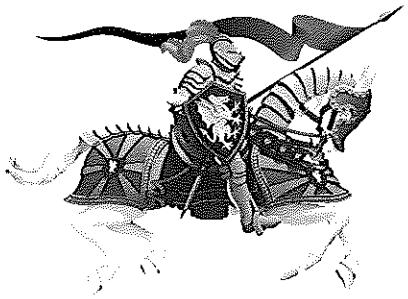
Telephone Numbers

Book phone orders	800-888-4478 ext. 6248
Electronic orders	800-888-4478 ext. 6248
Customer Service (Ellen Phillips)	800-888-4478 ext. 6248
Local Account Manager – Michael Jones	800-888-4478 ext. 6303

BWI's Mailing address
1340 Ridgeview Drive
McHenry, IL 60050

BWI's website – www.titletales.com

Please omit any information in the contract that refers to Bee Wee Bound Books. BWI no longer provides Bee Wee Bound titles, now exclusively available from BWI and prebound according to strict standards, BWI provides FOLLETTBOUND Platinum bindings, which are built to last and unconditionally guaranteed.



Always at your Service
Book Wholesalers, Inc. • A Follett Corporation Company

Public Library Specialists
BWI
A FOLLETT CORPORATION COMPANY

1340 Ridgeview Drive
McHenry, Illinois 60050

Phone: 800.888.4478
Fax: 800.888.6319

FOLLETTBOUND Platinum books offer you:

- **New, Polyurethane Reactive (PUR) Glue** that provides over twice the hold but requires one-third the thickness of traditional adhesives. This means our glued books are flexible and will lay flat while providing superior binding strength.
- **2.0-mil Polyester Laminated Covers** that improve the strength and durability of our books. Plus, stains and marks clean up easily.
- **Digitally Printed, Photo-Quality, Color Covers** to entice your library patrons to pick up and open these books.
- **Acid-Free Polyester End Sheets** that are significantly stronger than cotton to resist wear and tear. And since they're acid-free, our end sheets won't yellow or fall apart.
- **Warp-Free Binder Board** to hold the shape of our covers and spines. This extends the shelf life of your books – even for those high-demand titles.
- **Square-Back Spines** that make our FollettBound Platinum books easy to keep open while helping them retain their shape over time.
- **High-Strength Polyester Thread for Sewn Books**, which is stronger than the standard cotton thread and gives our sewn books exceptional durability.

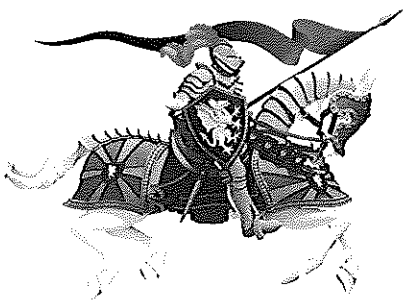
FollettBound Platinum Titles are offered at a 20% discount.

If the title you want isn't currently available in a prebound version, we'll bind it for you on demand providing it's suitable for prebinding.

Thank you for choosing BWI for your Public Library needs. We look forward to maintaining a long and outstanding relationship with you. If you have any questions, or require further information please contact your locally based Regional Account Manager, Michael Jones at 800-888-4478 ext. 6303.

Sincerely,

Craig Seeger
Director of National Sales



Always at your Service
Book Wholesalers, Inc. • A Follett Corporation Company

DATE: September 01, 2005

TO: Frisco Public Library, Frisco Texas

FROM: Book Wholesalers Inc., The Public Library Division of the Follett Corporation

SUBJECT: Print and AudioVisual Materials Agreement for 2005 thru 2008

Book Wholesalers Incorporated (BWI) agreement for the member libraries of the Northeast Texas Regional Library System. This agreement is effective beginning September 1, 2005. The agreement shall remain effective through the year 2008. Please read the following carefully for a complete description of services and discounts offered. Outsourcing services such as cataloging and processing are quoted on an as needed basis. Each library that requires these services should request a specifications form from BWI. BWI will issue a quote for the services requested by the library. BWI does not require any library to accept pre-packaged cataloging or processing services. Each library may request only those services that library actually needs to have their materials processed or cataloged to the specifications set forth by the library. A library may discontinue using any processing and cataloging services at any time. BWI has no minimum amount of time required for a library to utilize outsourcing services. BWI requires no minimum book order or minimum dollar amount for an order to qualify for the discounts or services referred to in this agreement.

BWI Telephone Numbers

Book phone orders	800-888-4478 ext 1
Book fax orders	800-888-6319
Electronic orders	Request information from Customer Service
Customer Service	800-888-4478 ext 1
Local Account Manager – Jay Blint	800-888-4478 ext 303 or 214 674 4579

Mail Orders

BWI

1847 Mercer Road
Lexington, KY 40511

BWI – Growth Summary

During the past three years, as the fastest growing wholesaler of books and AV materials to public libraries, BWI has more then doubled in size. With a 100% focus on public libraries BWI has had many accomplishments and added a wide range of new products and service offerings to our customers, and are please to be given this opportunity to highlight some of these in the next few paragraphs.

As a division of the Follett Corporation, and with the merger of Follett Media Distribution into BWI in 2003, we now offer a full range of audio visual products and services, and are proud to be the primary supplier of music, audio, and video to many of the nations leading libraries. Following this merger we have introduced several collection development services to support public library AV collections including plans that cover children's video, Billboard charts, cable and public television nonfiction programming, reviews, and our very popular StreetWise program to ensure timely delivery of the newest video and music releases. Also, Sights & Sounds is published monthly featuring the newest music, video, and audio offerings. Also, BWI began offering Adobe formatted downloadable eBooks to public libraries in 2003, and now offers over 18,000 eBook titles that can be acquired as simply as a regular bound book with absolutely no other fees or licensing to complicate the transaction.

BWI has taken a leading position providing graphic novels to the public library. In addition to offering the most complete range of graphic novel series and titles we also published the widely distributed "Public Librarian's Guide to Graphic Novels" and just this past spring "Public Librarian's Guide to Anime"

For the past two and half years BWI's eNewsletter has been published and is distributed to thousands of public librarians biweekly. In addition to BWI news updates this newsletter covers major announcements and trends in book publishing, as well as the music and film industries.

To improve service and operational efficiency we have more than doubled our staff the past three years, including MLS degreed librarians in our Collection Development, Bibliographic Services, and Customized Cataloging Departments. To increase accuracy and quality we have also continued to take advantage of technology to further automate warehouse operations such as quality verification and shipping stations. We are also proud to have the most knowledgeable and experienced field sales representation to work closely with our public library partners. Jay Blint, our Regional Account Manager based in Texas, has been serving the Texas Library Systems for the past six years.

BWI continues to be a pioneer and industry leader in developing EDI acquisitions software, and aggressively partnering with all major public library ILS vendors to ensure the smoothest and most efficient EDI transactions possible.

TitleTales, BWI's internet based selection and ordering tool, has continued to grow and evolve with hundreds of enhancements, and still remains absolutely free to our public library customers. Recent major feature upgrades include the standing order series branch distribution grid and live shared list functionality. Also, the breadth and accuracy of bibliographic data offered on TitleTales has been significantly upgraded during the past three years. This includes establishing regular and direct data feeds form most of our largest suppliers.

Our widely popular book collection development and standing order plans for children's and YA have continued to grow with many additional features and automated functionality. And now, BWI is very

pleased to offer our first adult book collection development standing order plan, EliteStreet, featuring adult best selling and popular authors.

Finally, we are pleased and very excited to introduce AudioVisual/Digital Processing (AV/DP), a major industry processing breakthrough. We hope this helps demonstrate our commitment to our jobs, our industry, our public library customers, and the Frisco Public Library.

BWI's Interactive Website – TitleTales:-

TitleTales is BWI's *free* web based electronic title database and features the largest selection of currently available adult, young adult and children's titles found anywhere. TitleTales will allow the Frisco Public Library to create selection lists on demand per unique parameters, place orders via the Internet, or import MARC information into your automation system to create order records. The Frisco Public Library may access TitleTales through the BWI web site: www.bwibooks.com. Although, registration is required in order to utilize TitleTales, we do not limit the number of passwords available to your Library. BWI will provide access to TitleTales at no additional charge for the Frisco Public Library.

TitleTales includes:

- Per title grid allocation for multiple selectors, branches (or agencies) with fund and/or collection codes. This feature also allows one click title allocation to user defined agency groupings.
- Instant access to over 350,000 children and young adult titles
- Instant access to over 3.5 million adult titles
- Instant access to over 900,000 AV items in all formats including Videos, DVD's, Music and Audio books
- Simple and advanced collection development searches
- Enhanced bibliographic information
- Instant access to BWI's core bibliographies prepared by BWI's MLS degreed children's and young adult specialists
- Order and list management options
- Unlimited list capacity, exceptional flexibility and de-duping ability
- Advance (pre-pub) notice of and upcoming titles
- Electronic acquisitions
- *FREE* full text reviews from Booklist, Kirkus, Horn Book, Library Journal, Video Librarian, School Library Journal, ,VOYA, Science Books and Films, Criticas, and Publishers Weekly
- *FREE* brief MARC record download capability
- Full MARC record download availability
- Online access to Paperback and Easy Reader Series Standing Order Plans
- Online access to Chapter Book and Nonfiction Series Standing Order Plans
- Online access to Graphic Novel Series Standing Order Plans
- Online access to advance notification for Standing Orders, Awards and Best Books Plan and SNAP shipments
- Selection list(s) download capability
- Preview full color book covers for over 100,000 children's and young adult titles
- Inside page scans of Graphic Novels and picture books
- Select 'First Chapters'
- Any media item in print that is available to a vendor is available for ordering

- PACheck, allows Frisco Public Library to check on a title basis (by ISBN) to their OPAC with one easy click

TitleTales is an interactive ordering system and can be used to search titles by any combination of the following criteria:

- Title
- Author/Artist
- Subject
- Series
- ISBN
- Vendor catalog number
- UPC
- Key Word
- Exact Title
- Illustrator
- Publisher/Vendor
- BWI's Core Bibliographies
- State Awards Lists
- Awards and Best Books Lists
- Special Topics
- Your Lists
- Interest Levels
- Date Published/Released
- Bindings/Format
- Number of Reviews
- Review Sources
- Review Dates
- Languages
- Classifications
- List Price
- Number of Pages
- Dewey Range
- Popular Song Title
- Classical Music Composer
- Classical Music Title
- Classical Music Form/Genre
- Classical Music Period
- Ability to include out-of-print titles

After creating a list, you can do the following:

- Edit your newly created list
- Add primary and or secondary title specific notes
- Copy lists to other subsidiary accounts throughout your library system

- Send lists to TitleTales Users outside of your library system
- Delete any list that you have created
- Restore Deleted lists for up to 30 days
- Merge several lists together into an existing list or into a newly created list
- View list for printing
- Choose your sort preference for printing (Title, Author, Dewey, Date Published, or Secondary Notes Field)
- Choose your viewing preference (with or without annotations and the option to include Agency/Fund information)
- Print List, which includes a summary of the total tiles ordered, total quantity ordered, total list price, total discount price, and your list notes
- If using BWI Grid functionality, you can print lists including totals per agency, per fund code and overall totals
- Send your list to the Order Cart
- Update your user information (you can change your password, set the notes field to long or short columns, add a secondary notes field, change the number of titles to display per page, enable the branch data field, create a default agency ID, change your download type to Regular or Innovative formatted records which will create bib and order records if loaded into the Innovative Interfaces system (your library must have a compatible loader table), search for children's, adult, or both categories, include or exclude audiovisual titles, etc.).
- Archive your list
- Download your list as text

After creating an order you can do the following:

- Send your order to the Order Cart
- Empty the Order Cart
- Check for duplicate titles
- Submit your order
- Request a Cost Estimate
- View your order for printing
- View your order history
- Select a *FREE* brief MARC record with download capability, or save separately to a disk or as a separate file
- Select a full MARC download with download availability or saved separately to a disk or as a separate file
- Download customized MARC records
- Review your MARC download history
- Convert the order back into a list that can be saved for future reference
- Choose your sort preference for printing a list (Title, Author, or Dewey)
- Choose the list format to include annotations or exclude annotations
- Print List, which includes a summary of the total tiles ordered, total quantity ordered, and the total list price for the order

BWI will provide the Frisco Public Library with any title that is currently available from over 10,000 producers and publishers. If the Frisco Public Library does not find a specific title on TitleTales, this title

can be added manually and BWI will provide that title to the Library, as long as it is available from the publisher/producer.

TitleTales provides the status of titles that are out of print, titles that are publisher out of stock, and titles that need to be ordered directly from the publisher.

PACheck makes it possible to instantly cross-check your library's holdings on TitleTales. Now, when you're searching titles and creating lists on TitleTales, you don't have to keep bouncing back and forth between your library's holdings and our website to see whether you already own a particular item-you can simply use our quick and easy feature, PACheck. Every listing in our system will now have the familiar blue and white public library icon attached to it. Clicking on the icon will pop up a screen that instantly accesses your library's OPAC and provides information on whether you have that item in your holding s already. This feature will save you untold hours of frustration!

Automatic Purchase Plans

BWI has been offering series titles on standing order for 15 years, and we continue to be the leader in this service. Our updates come to you twice a year and offer the most comprehensive and accurate coverage of series. For weekly updated information regarding the series titles on standing order plans the Frisco Public Library can visit our web site at www.bwibooks.com. There, our Collection Development Specialists keep you informed about hot new series and series that have been discontinued. Our staff will track the hottest Billboard Charts, the best and most popular children's videos, hot upcoming music and video releases, and the AV industry journals.

BWI's standing order plans include: Video Series Standing Order Plan, Paperback Series Standing Order Plan, Easy Reader Series Standing Order Plan, Chapter Book Series Standing Order Plan, Hardcover Series Standing Order Plan, Graphic Novel Series Standing Order Plan, and the Nonfiction Series Standing Order Plan.

Standard discounts apply and there are no extra fees associated with standing order plans. Materials purchased through the standing order plans can be processed and cataloged per the Frisco Public Library's requirements.

It is easy to begin receiving series on standing order. Simply indicate the quantity desired by each series title on the colorful, annotated listing or on the alphabetical order sheet within our Standing Order Plans catalog. You can also make changes to a current plan at any time using these forms, by telephone, or via TitleTales. The Frisco Public Library will need to send BWI your standing order account number and TitleTales login before we can activate your online plan changing capability.

The Frisco Public Library can also access their Standing Order Plan profile on TitleTales. The Frisco Public Library has the ability to make changes, additions, or deletions as well as, view a current plan summary and plan cost estimates on TitleTales. There is no charge to maintain the Frisco Public Library's Standing Order Plan on TitleTales.

Standing Order Plan books are shipped monthly providing efficiency, savings, and peace of mind. Standing Order Plans with an annual plan cost estimate of $3,500 or more are eligible for the additional option of having books shipped weekly.

If your collection is missing previous titles within a series, BWI will be happy to supply all those that are available. Available back issue titles will be shipped with your monthly shipment.

BWI will provide the Frisco Public Library with SNAP, our new Selection Notification, and Acquisitions Plan, as well as the Awards and Best Books Plan, as automatic purchase plans.

SELECTION parameters for your plan are designed by the person best qualified to do it, YOU. You tell us exactly which kinds of books you want to receive, and from what sources, by filling out a Profile Option for each component you choose to implement. Our Collection Development Librarians will match your selection criteria to new titles and send those that you want to see.

NOTIFICATION of forthcoming titles is made easy via TitleTales. Whether you choose to receive books plus notification or just notification on your plan, BWI will inform you of the exact titles that are in your forthcoming "shipment".

ACQUISITION without a lot of keystrokes and without a lot of hassle! BWI makes it simple to get that "first copy" or quickly acquire those "no brainers". Additionally, through the MARC download function of TitleTales, you can escape the many unnecessary keystrokes entering title information into your acquisitions system.

PLAN? Whose plan? YOUR plan – not our plan. You design the plan that best serves the uniqueness of your library. Each of the SNAP's three components can be profiled separately, offering you detailed customization for your plan. Once you've created your plan, then rest assured that YOUR plan is being implemented by MLS degreed librarians interested in helping you acquire titles most suited for your library.

SNAP offers librarians an effective, incredibly easy way to acquire new juvenile books through either approval or standing order. The three components of the plan are uniquely designed to function individually or complement one another according to a Library's unique needs.

1.Review Publications
Selection of library materials through review journals is increasingly popular among librarians. BWI not only offers a wide range of reviews, but also offers two options to better meet the needs of your library. "Just One Review" and "Review X2". Just One Review allows you to focus on book selection based on age levels and genres. Review X 2 allows you to escape the hassle of making sure that a book has at least two reviews before the title is considered for your library. With either option, BWI will automatically send you the titles that match the profile that you have designed.

2.Authors and Illustrators
We offer a *representative* list of over 200 well-known authors and illustrators, as well as the hot new names. Choose those that are most important to your collection, or request anyone we do not have on our list. BWI will automatically supply you with the new titles published by these authors or illustrators.

3.Publishers and Imprints
The Publishers and Imprints component is the broadest portion of SNAP. Here we offer book selection based on titles released from individual publishers or their imprints. You will be sent all the releases from a publisher or imprint, according to your selection profile. Our Collection Development Specialists will

have book in hand when identifying a match to your profile. Your preference for bindings and format will be evaluated during the selection process to assure that your library gets exactly what is needed.

- BWI will prevent duplication of titles among the three plan components. If multiples are requested and a title is duplicated within portions of the plan, we will send a total of the largest amount requested.
- Notification is simply providing you with advanced information regarding what titles are in your upcoming "shipment". Each week as your SNAP shipment is prepared, an electronic file is created and dropped into your TitleTales Order History. Once you access this file through TitleTales, you can see what titles are on their way to your library, view detailed title information, access full text reviews and review citations, view cover scans, and view or download MARC records. Notification is dropped into your TitleTales Order History on Wednesdays.

Additionally, if you are using SNAP as an approval plan, this file makes ordering your multiple copies much easier. You can click on the file from TitleTales Order History and "copy to a list". Once the file is in list form, you can add your desired order quantity and send the order to BWI through TitleTales. If you would rather order through your Acquisition system, brief or full MARC records for the "notification" can be downloaded into your system. This allows you to place your order for multiple copies through your acquisition system and eliminate many unnecessary keystrokes entering title information.

Awards and Best Books Plan
BWI's unique Awards and Best Books Plan allows you to keep up with the most important books being published. It's an efficient way to assure that your library receives titles noted as exceptional. BWI spotlights all the well-known awards categories, as well as several lesser-known categories. We'll keep you informed of what's happening on the artistic front line of publishing through timely shipments and notification (or notification only) of the titles that are turning heads and winning awards.

Award Winners – we monitor the major domestic and international awards granted in children's literature.

Best Books Lists – BWI offers all the major "Best Books" lists from which to choose.

State Awards & Book Lists – BWI will be more than happy to track any specific state awards and book nomination lists that you just "have-to-have" for your collection.

- BWI can prevent duplication of title on your plan. In the case where a title wins multiple awards, the title will not be duplicated. If multiples are requested and a title is duplicated we will send a total of the largest amount requested.
- Notification is simply providing you with advanced information regarding what titles are in your upcoming "shipment". Each week as your Awards & Best Books Plan shipment is prepared, and electronic file is created and dropped into your TitleTales Order History. Once you access this file through TitleTales, you can see what titles are on their way to your library, view detailed title information, access full text reviews and review citations, view cover scans, and view or download MARC records. Notification is dropped into your TitleTales Order History on Wednesdays.

Additionally, if you are using Awards & Best Books Plan as an approval plan, this file makes ordering your multiple copies much easier. You can click on the file from TitleTales Order History and "copy to a list". Once the file is in list form, you can add your desired order quantity and send the order to BWI

through TitleTales. If you would rather order through your Acquisition system, brief or full MARC records for the "notification" can be downloaded into your system. This allows you to place your order for multiple copies through your acquisition system and eliminate endless keystrokes.

EliteStreet is BWI's new acquisition plan for adult books. It is the best way to get bestselling authors' new hardcover books at the same time as they arrive at bookstores around the country. Choose from a list of your favorite authors and in addition, tell BWI other bestselling authors you would like to include on a Standing Order Plan. As new titles by your selected authors are published, BWI will obtain the quantities necessary. In advance of your shipments, you'll receive an electronic file in your *free* TitleTales account notifying you of the titles being shipped. BWI works with publishers to rush new works hot off the press and BWI expedites the shipments to its customers. BWI provides notification of forthcoming titles on a monthly basis. The Library selects and orders on a regular basis before the order due date to allow for street date delivery.

Billboard Standing Order Plan - With our Billboard Standing Order Plan, BWI's Collection Development librarians keep track of chart changes for you, allowing you to keep your music and video collection as up-to-date as possible without the hassle. As a plan customer, you may choose from all the Billboard charts. Our professional staff will track your chosen charts and automatically send your requested copies-without duplication. This is yet another FREE service from BWI!

Streetwise - BWI stocks the hottest upcoming video and music releases. StreetWise, BWI's bi-weekly publication lists these titles. Video titles are chosen based on box-office sales and music titles are selected based on the sales history of the artist. Titles ordered by the order due date will be delivered to you as close to the street date as possible (allowing for the time it takes for value-added services on those titles). You can sign up for our email alert service or log onto TitleTales and go to "BWI Publications" to view these featured audio and video lists. BWI adult book titles are not kept in stock and ordered on demand.

AV Review Plan - This plan offers librarians an effective, incredibly easy way to acquire AV products through automatic notification or standing order. The first component of the program is uniquely designed to function according to your library's particular needs. Whether you are looking for music, videos, or audiobooks for adults or children, BWI can tailor your plan to meet your library's collection management criteria.

Children's Video Standing Order Plan - BWI has been offering children's book series on standing order for fifteen years, and we aim to remain the leader in serving the public library with automatic shipment of series titles - now with videos! BWI offers a selection of popular video series for children in DVD and VHS formats. From Angelina Ballerina to Winnie the Pooh, we have collected the video series that the children and families in your library will want to check out again and again.

Broadcast Premiere – This is a standing-order plan focused on adult-oriented nonfiction and literature-based productions. Drawing on such esteemed sources as PBS Home Video, WGBH (home to Nova, Masterpiece Theatre, and Mystery!), A & E Television Networks (A & E, the History Channel), National Geographic, the Discovery Channel, BBC Video, and Docudrama, BroadcastPremiere provides each and every new release across a wide range of first-rate series and lines from these producers and distributers. As with BWI's other plans, BroadcastPremiere subscribers can choose a notification-only option for any or all series.

Graphic Novels - Recently, the category of Graphic Novels has captured the interests of many of our customers nationwide. In response to that interest, and to be in a position of offer intelligent, meaningful leadership, BWI has committed enormous amounts of time and energy to the education, training and further professional development of our Collection Development Team's collective knowledge. In doing so, we have embarked on the task of assembling, collating and presenting the world of Graphic Novels in a context that will be helpful to the needs of the Public Librarian. Our hope is that you will find our Graphic Novel information exactly that!

Why have Graphic Novels in your Library?

There are several reasons graphic novels should be considered for a library's collection.

- They are extremely popular with young adults
- They will attract readers to the public library
- They are cross-cultural works and support the interests of several diverse ethnic and religious groups as well as social classes
- They are a unique art form that combines art and text to create a larger whole. (Similar in idea to the way a picture book's illustration and text work together.)
- Because graphic novels marry written text and illustrations, they are an excellent resource for reluctant readers and for teaching readers to interpret and analyze text
- As an art form, they stimulate interest in developing illustration skills

Graphic Novels: An Overview

The term Graphic Novel is used in the library industry to indicate stories written and illustrated in comic book style, but which, typically, are published in a longer, sturdier format. They can be a collection of previously published comic books that present one story (JLA: League of One). They can be original publications using traditional comic book characters (The Dark Knight Strikes Again). They can be original publications that have nothing to do with traditional comics (A Tale of One Bad Rat). Comic strip collections are often included in library graphic novel collections as well (Calvin & Hobbs: Revenge of the Baby-sat).

Graphic Novels represent original book-length stories or collections of related short stories that have never before been published in comic book form.

Trade Paperbacks represent collections of stories previously published in comic book form. These typically reprint consecutive issues of an ongoing series, a limited series, or miscellaneous stories with a common theme taken from various titles. Trade paperbacks often contain additional materials, such as unused sketches and an introduction, which weren't found in the original comic book issues.

Both types of Trade Comics can also be published in hardcover editions.

Ebooks - The Follett Corporation and BWI strongly believe that eBooks should be (and ultimately will be) selected, ordered, and managed like any other title or item in a library's collection. Without question it is the job of the library's chosen integrated library system (ILS) to handle these materials, like other formats in the collection. Large libraries already pay their ILS vendors thousands of dollars year after year to maintain and upgrade these systems, and managing materials (including eBooks) is at the core of what these systems are expected to do. Although CARL at this time does not provide the library full functionality in circulating eBooks (as other ILS vendors do) it is our expectation that this will be a standard feature with all major systems in the near future. Spending thousands in up-front costs and regular maintenance costs for a third party to provide this would appear to be an investment without long term benefits.

Collection Development

BWI's MLS degreed librarians in our Collection Development Services department are thoroughly knowledgeable in children's literature and the publishing field, and are dedicated to providing *free* bibliographies that will enhance and streamline the Frisco Public Library's selection and acquisitions process. Each bibliography is extensively researched, and our qualified staff combines personal knowledge with the professional expertise of referencing sources and reviews to create the most current, easy-to-use selection lists featuring the highest quality titles.

BWI maintains "core" selection lists, which are updated on a daily basis. The following children's and young adult core lists are currently available on TitleTales or in a hard copy format (by request) from our Collection Development Department: Audiobooks, Big Books, Biographies, Board Books, Book & Cassette and Book and CD, Chapter Books, Easy Reader, Juvenile Fiction, Juvenile Reference, Nonfiction (broken into ten separate lists by Dewey number), Paperbacks (Classics, Juvenile Fiction, Picture Books, and Young Adult Fiction) Picture Books, Young Adult Fiction, and Young Adult Reference.

The Biographies, Picture Books, Juvenile Fiction, Young Adult Fiction, Juvenile Reference, Young Adult Reference, and Nonfiction, are selective lists – incorporating only starred or positively reviewed (in the case of Nonfiction) titles from Booklist, Bulletin, Hornbook Guide, Horn Book, Kirkus, Publishers Weekly, School Library Journal, and VOYA.

The Audiobooks, Big Books, Board Books, Book & Cassette and Book and CD, Chapter Books, Easy Readers, and Paperbacks (Juvenile Fiction, Picture Books,Young Adult Fiction and Adult Best Sellers), lists are comprehensive – incorporating all frontlist titles, per publication season.
These core lists can be manipulated to meet the needs of the Frisco Public Library, with free assistance from our Collection Development Department. The Frisco County Library can also manipulate the core lists on TitleTales, or merge additional lists with the core lists, to create specific selection criteria.

BWI also maintains Special Topics Lists, on a variety of subjects of interest to public librarians. These lists include; Bilingual (Spanish/English, French/English, and German/English), Caldecott Honor, Caldecott Medal, Coretta Scott King Awards, Holidays, Multicultural, Newbery Honor, Newbery Medal, and Spanish Language.

BWI provides the following categories of selection lists on TitleTales:

- Awards and Best Lists
- Core Selection Lists
- Special Topics Lists
- State Awards Lists

In addition, BWI can generate a customized list on *any subject* requested.

BWI can also customize selection lists, to include the following additional information; discount, price after discount, review citations, your library's holdings information, and popularity ratings.

BWI can provide the Frisco Public Library with selection lists that have review references from the following library reviewing sources: *Booklist, Books for the Teen Age, Bulletin, Criticas, Horn Book, The Horn Book Guide, Kirkus, Publisher's Weekly, School Library Journal, Video Librarian* and *VOYA*.

BWI can also include titles from standard collection development tools such as: *The Public Library Catalog, The Horn Book Guide, Best Books for Children, Wilson's Children's Catalog,* and *Wilson's Senior High School Catalog.*

BWI can provide the Fresco Public Library with selection lists in the following formats:
- Via TitleTales
- Via e-mail
- Hard copy
- Diskette

BWI's selection lists include the following standard fields:
- Ordering field for quantity selection
- ISBN/ISSN
- Title and subtitle
- Author/Editor
- Illustrator
- Publisher
- Binding
- Date of publication/copyright
- Grade level
- Price
- Dewey Number for Nonfiction
- Review Citations
- Annotation

The availability and accuracy of all bibliographic information is checked and re-checked by our staff of specialists with combined years of experience.

All lists produced by BWI are provided *free of charge.*

Core Lists – Audio/Visual Materials
- Adult Feature Films
- Adult Nonfiction Video
- ASL Material for the Deaf
- Children's and Family Features & TV Series
- Children's and YA Nonfiction Video
- Children's Music
- Popular Music

Special Topic Lists
- ASL Material for the Deaf
- Bollywood Movies & Music Videos
- Classical Music for Children
- Classical Music for Children on Video
- Described Video
- DVD's with Closed Captioning

- Essential Anime
- Holiday Music 2004
- Holiday Video 2004
- Language Learning Audio
- Latin Music
- Latin Music 2004-2005
- Parenting- Infants & Toddlers
- Star Wars AV

Awards Lists

- Academy Award Nominees 2004
- Academy Award Nominees 2005
- Oscar Winners 2004
- Academy Award Winners 2005
- Academy of County Music Awards Nominees 2005
- Academy of County Music Awards Winners 2005
- AFI Top 100 Movies
- ALA Notable Videos for Adults 2004
- ALA Notable Videos for Adults 2005
- ALA Notable Children's Recordings 2004
- ALA Notable Children's Recordings 2005
- ALA Notable Children's Video 2004
- ALA Notable Children's Video 2005
- ALA Selected Videos for Young Adults 2005
- American Music Awards 2004: Winners
- American Music Awards 2003: Winners
- Audie Award Finalists 2005
- Audie Award Winners 2003
- Audie Award Winners 2004
- Audie Award Winners 2005
- CMA Winners 2003
- CMA Winners 2004
- Grammy Winners 2004
- Grammy Winners 2005
- Latin Grammy Winners 2003
- Latin Grammy Winners 2004
- MTV Movie Awards 2004
- MTV Video Music Awards 2003
- MTV Video Music Awards 2004
- People's Choice Awards 2003
- People's Choice Awards 2005

Examples of the methods used by BWI to provide new product notification:-

WHAT'S NEW AND WHAT'S NEW 2
BWI provides What's New and What's New in Paper 2, our monthly pre-publication selection tools that are designed to provide public librarians with critical, timely information on upcoming titles. The Fresco Public Library can receive What's New and What's New in Paper 2 in the mail, on a monthly basis (by request), or view What's New and What's New in Paper 2 electronically on BWI's website www.bwibooks.com, or via TitleTales.
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What's New includes:
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In the Top Picks section, BWI's Collection Development librarians have selected the best of what is being published each month creating a selective list of noteworthy children's and young adult titles.
Hot Series
Hot Series features the latest releases in our paperback standing order series.
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In addition, in Staff Picks our Collection Development librarians share their favorite titles, providing a brief description of what makes each title unique.
Got Books?
Got Books? allows us to focus on a season or nationally organized theme to help you with collection building. Our librarians feature a retrospective list of titles keyed to each month.

What's New in Paper 2 has a comprehensive scope of children's and young adult paperbacks and alerts librarians fully 2 months in advance of title availability. Each monthly issue includes age categories with separate sections for fiction and nonfiction and a special category for movie tie-ins, as available. What's New and What's New in Paper 2 are available in print or can be accessed on TitleTales up to 30 days prior to each printed issue for librarians who want to get an additional jump on ordering.

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- Billboard 200
- Top R&B/Hip-Hop Albums
- Top Latin Albums
- Top Classical Albums

- Top Jazz Albums
- Top Contemporary Jazz Albums
- Top World Albums
- Top New Age Albums
- Top Country Albums
- Top Bluegrass Albums
- Top Contemporary Christian Albums
- Top Gospel Albums
- Top Blues Albums
- Top Soundtracks
- Top Kid Audio

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AGENDA ITEM #27.

DEVELOPMENT SERVICES

CITY OF FRISCO

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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: March 14, 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 March 13, 2012 meeting.

Chairman Trykoski was absent due to an out-of-town business commitment.

DEVELOPMENT SERVICES

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WWW.FRISCOTEXAS.GOV

March14, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March13, 2012

Site Plan: Amalfi at Stonebriar Commons, Block A, Lot 3R (SPFP12-0006)
Owner(s): Legacy Commons, LP

Description:
Two mixed-use buildings on one lot on 6.4± acres on the south side of Town & Country Boulevard, 400± feet west of Legacy Drive. Zoned Planned Development-178-Mixed Use. Neighborhood #33. MW

Result/Action:

Approved: 5-0 (Russell stepped down due to conflict of interest)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Staff approval of the tree mitigation plan.
2. Staff approval of landscape plans.
3. Staff approval of the façade plan.
4. Additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Site Plan will expire on 02-13-2014.

MW/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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March 14, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March 13, 2012

Site Plan: SEC F.M. 423 and Old Newman Addition, Block A, Lot 4 (SPFP11-0029)
Owner(s): 423 Storage L.P.

Description:
A self storage facility on one lot on 6.3± acres on the east side of F.M. 423, 325± feet south of Old Newman Road. Zoned Commercial-1 with a Specific Use Permit (S-171) for a Self Storage Facility. Neighborhood #42. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Planning & Zoning Commission approval of the living screen.
2. Planning & Zoning Commission approval of a reduction of the side setback for the office and climate controlled storage building on the west side of the lot.
3. Staff approval of the façade plans.
4. Staff approval of landscape plans.

The Site Plan will expire on 10-24-2013.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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March 14, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March 13, 2012

Site Plan: Warren Sports Complex (SP12-0001)
Owner(s): City of Frisco

Description:
A parking lot addition at a City park on 104.8± acres on the southeast corner of North County Road and Eldorado Parkway. Zoned Single Family-10 with a Specific Use Permit (S-128) for a Commercial Antenna. Neighborhood #11. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Site Plan will expire on 02-13-2014.

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	

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: Annexation Case A12-0002. A proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53.**

Action Requested: The City Council should hold the second public hearing and hear any comments regarding the proposed annexation.

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

Board Review/Citizen Input: The City Council approved on Tuesday, January 17, 2012 the resolution setting the public hearing dates. The first public hearing was held on Tuesday, March 6, 2012.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

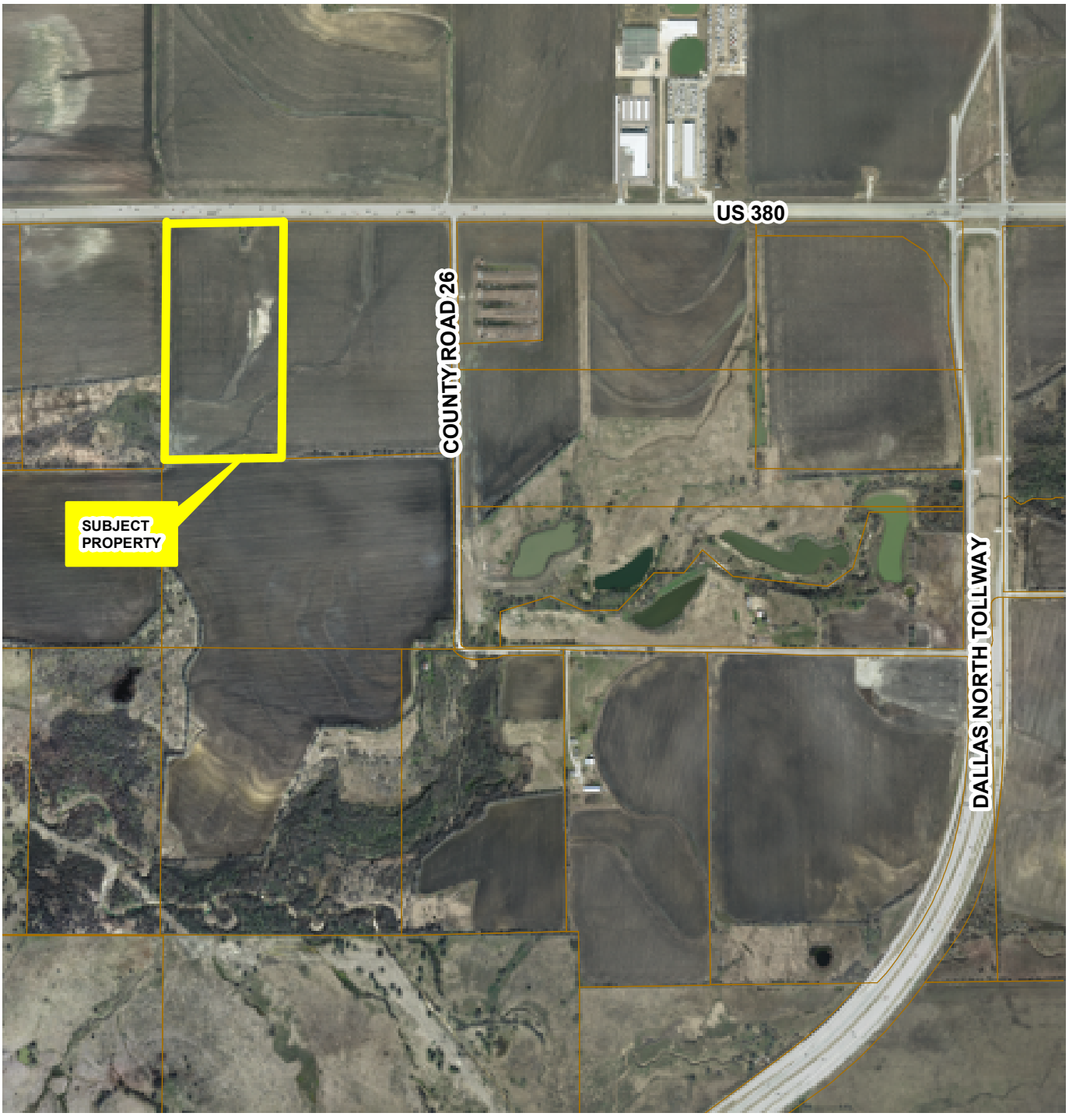
Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:

- Location Map

Staff Recommendation: That the City Council hold the public hearing and hear any comments on the proposed annexation.

A12-0002
Collin County School Survey
ABST No 147



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

Date: **3/7/2012**

Agenda Caption: **Public Hearing: 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.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to amend the Planned Development to modify the boundaries and amend the zoning exhibit and development standards. The request incorporates 202.0± acres north of Parvin Branch into the Planned Development.

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.

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

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

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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.

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

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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.

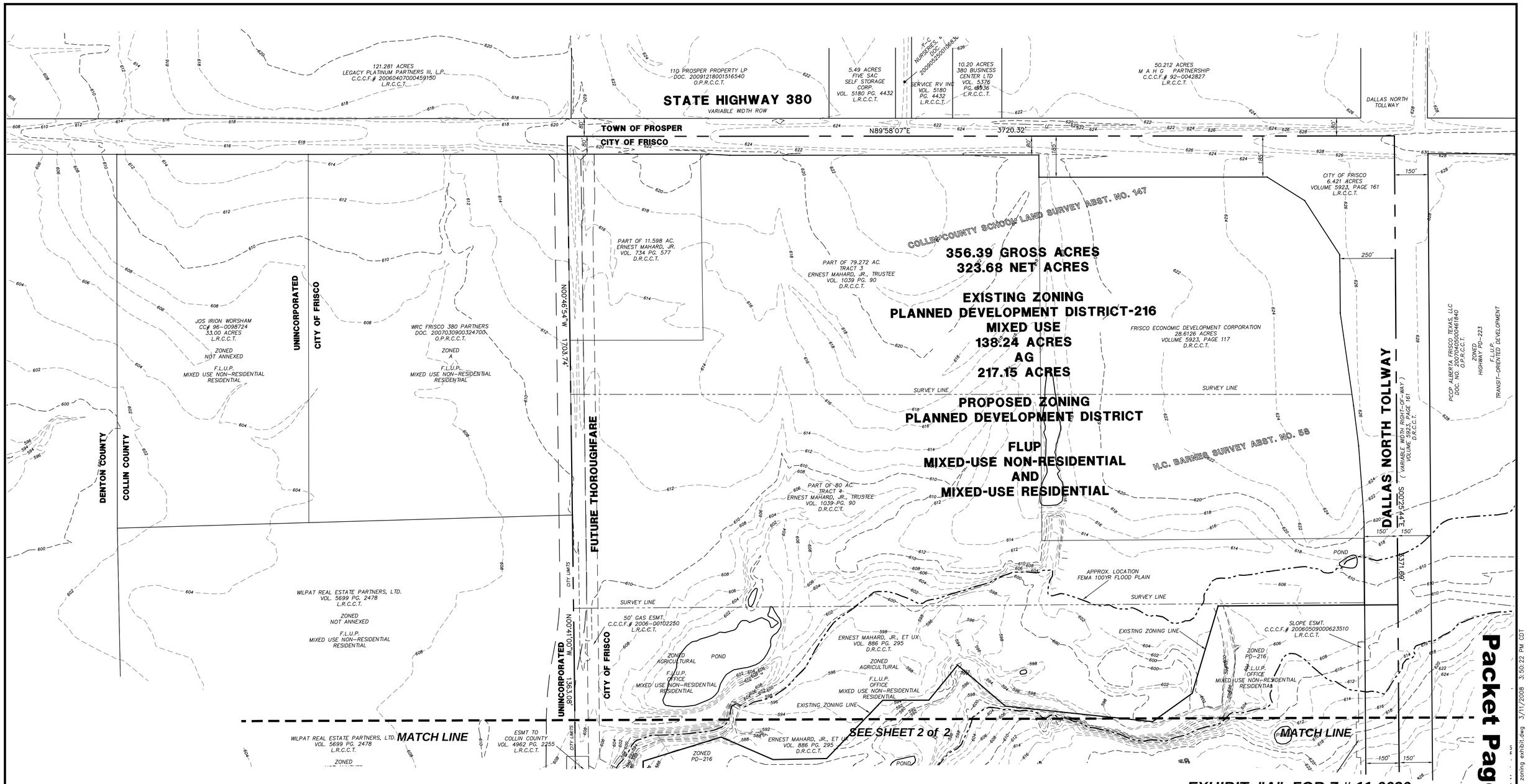


EXHIBIT "A" FOR Z # 11-0020

NORTH FRISCO

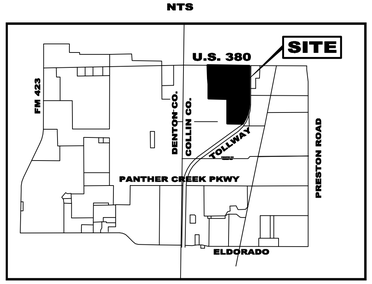
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and the H.C. BARNES SURVEY, ABSTRACT NO. 58
CITY OF FRISCO, COLLIN COUNTY, TEXAS

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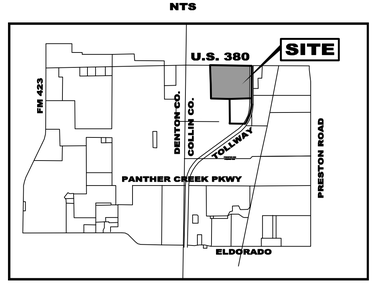
GRAPHIC SCALE IN FEET
200' 0 100' 200' 400'
1" = 200' @ 24" X 36"

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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
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Contact : Jim Gandy

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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

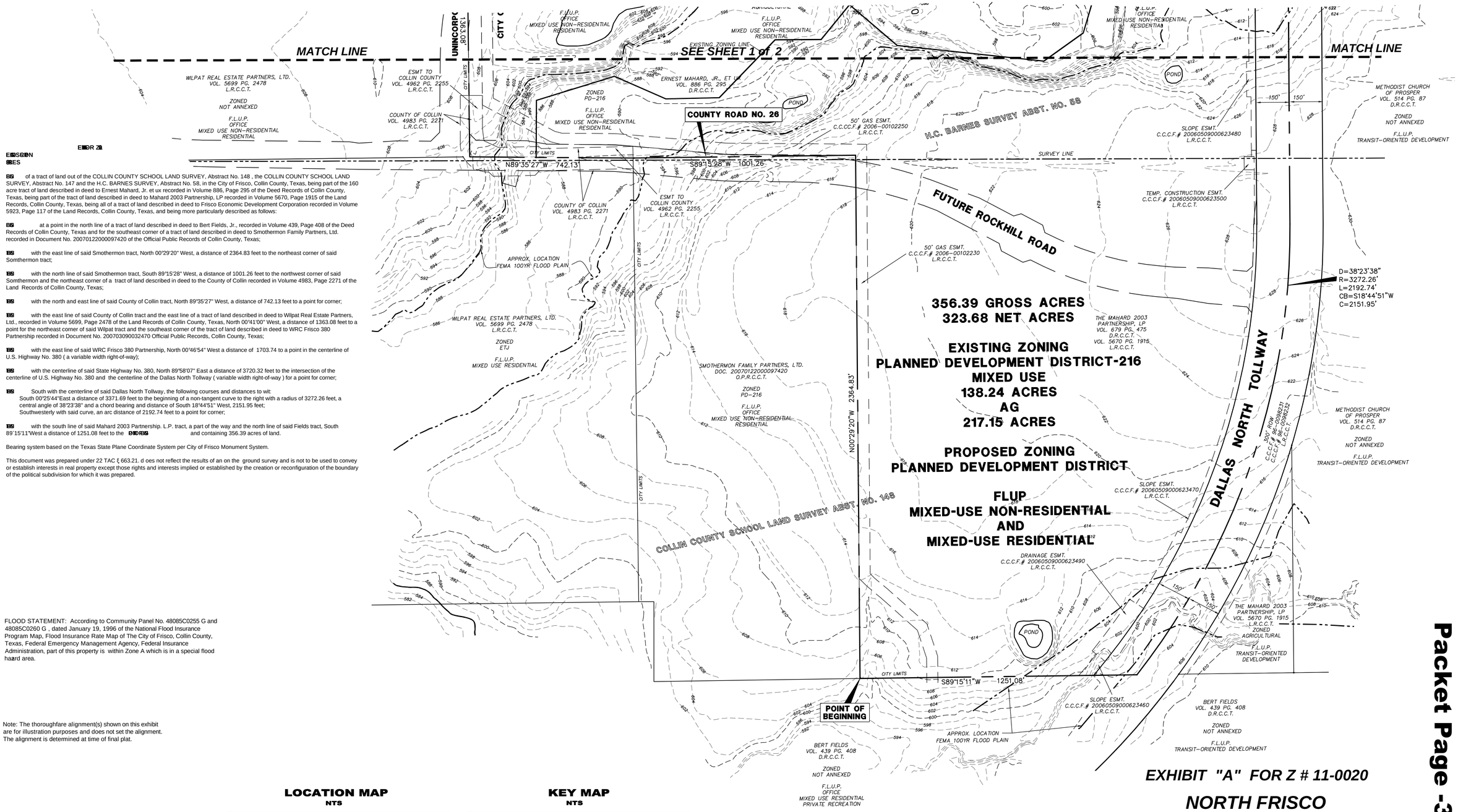


EXHIBIT DESCRIPTION
METES

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. 20070309003247O 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 § 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.

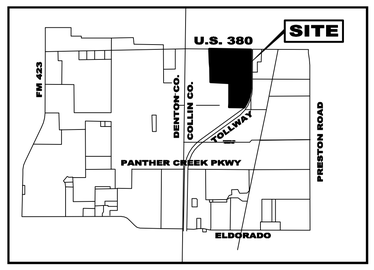
Note: The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of final plat.

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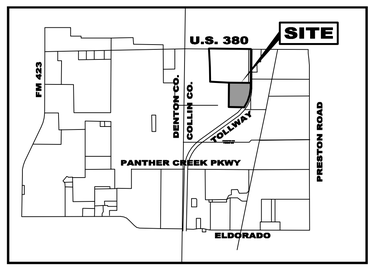
GRAPHIC SCALE IN FEET
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EXHIBIT "A" FOR Z # 11-0020

NORTH FRISCO

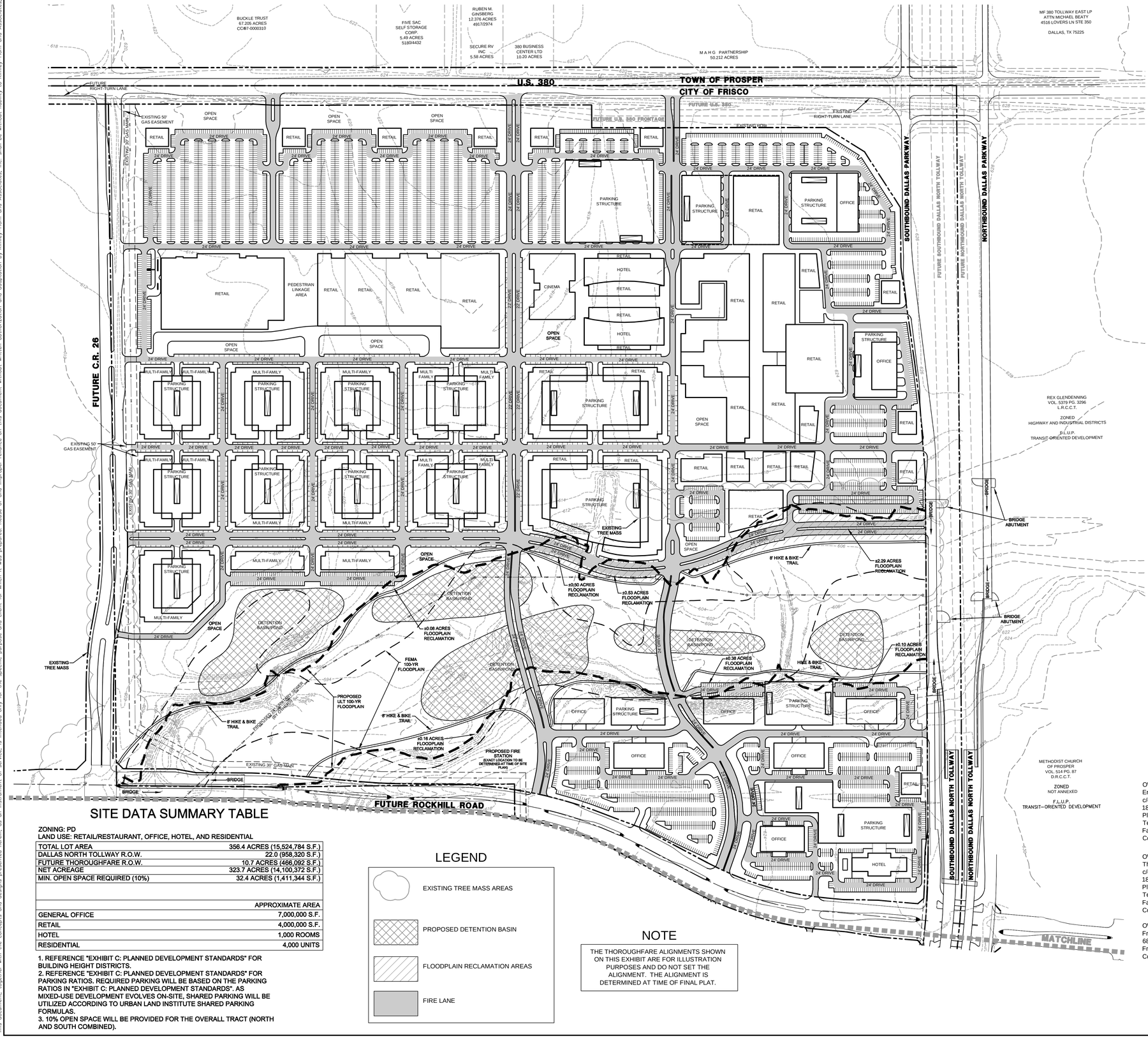
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DATE : February 6, 2012 KHA JOB NO. 68180002 SHEET 2 OF 2

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AGENDA ITEM #29.



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

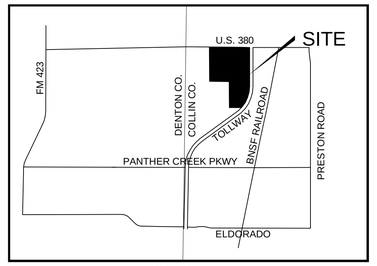
- EXISTING TREE MASS AREAS
- PROPOSED DETENTION BASIN
- FLOODPLAIN RECLAMATION AREAS
- FIRE LANE

NOTE

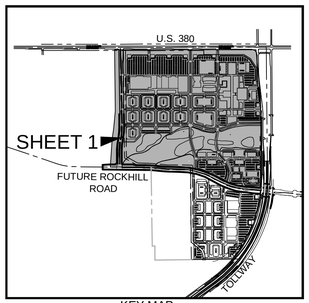
THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

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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

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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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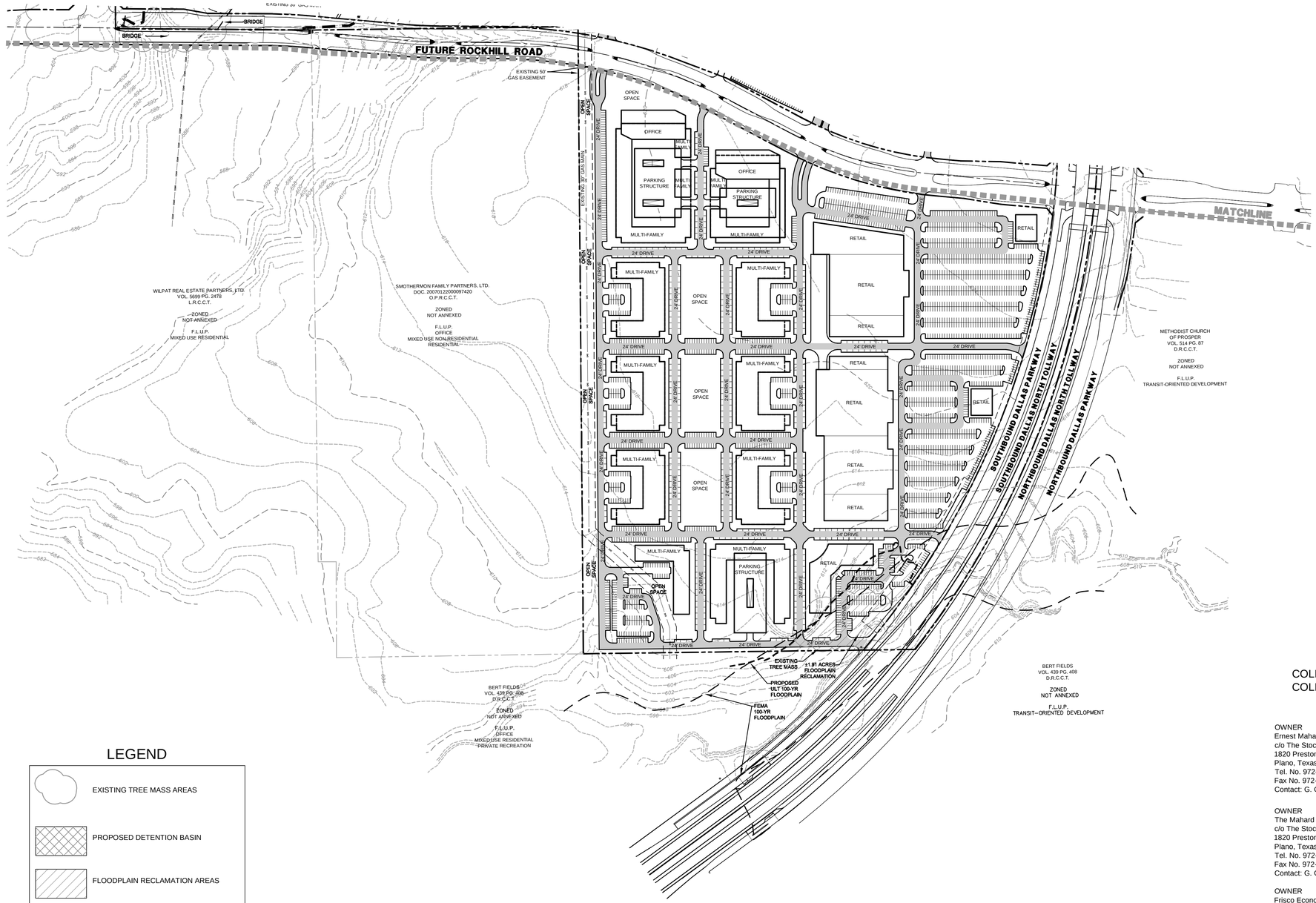
Kimley-Horn and Associates, Inc.
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PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

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

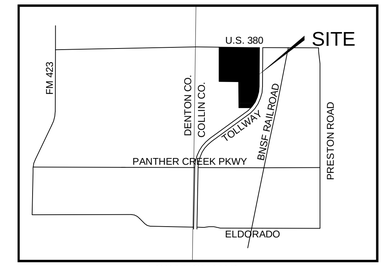
EXHIBIT D
FOR Z#1[illegible]

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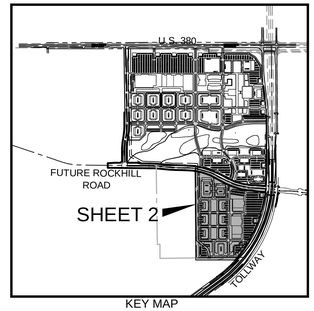


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NOTE

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DRAWN BY: GSC
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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

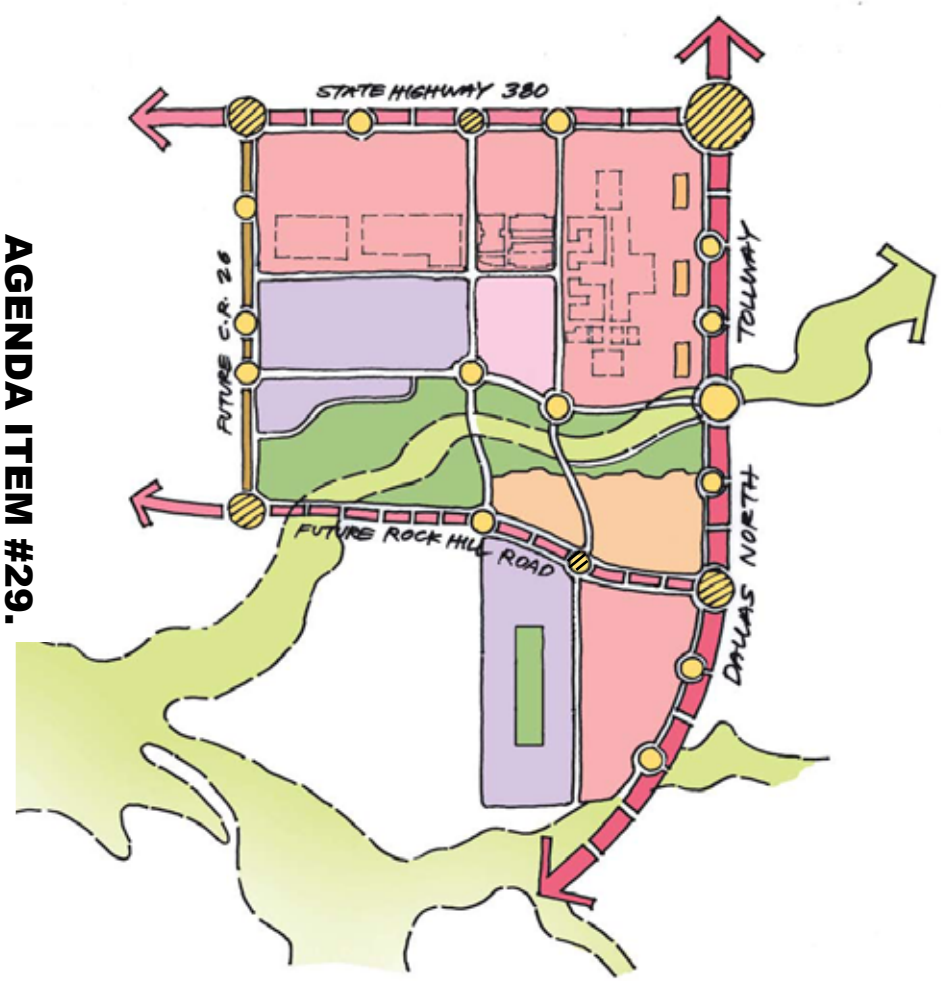
PR-1. Streetscape Typology 8 - 14

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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

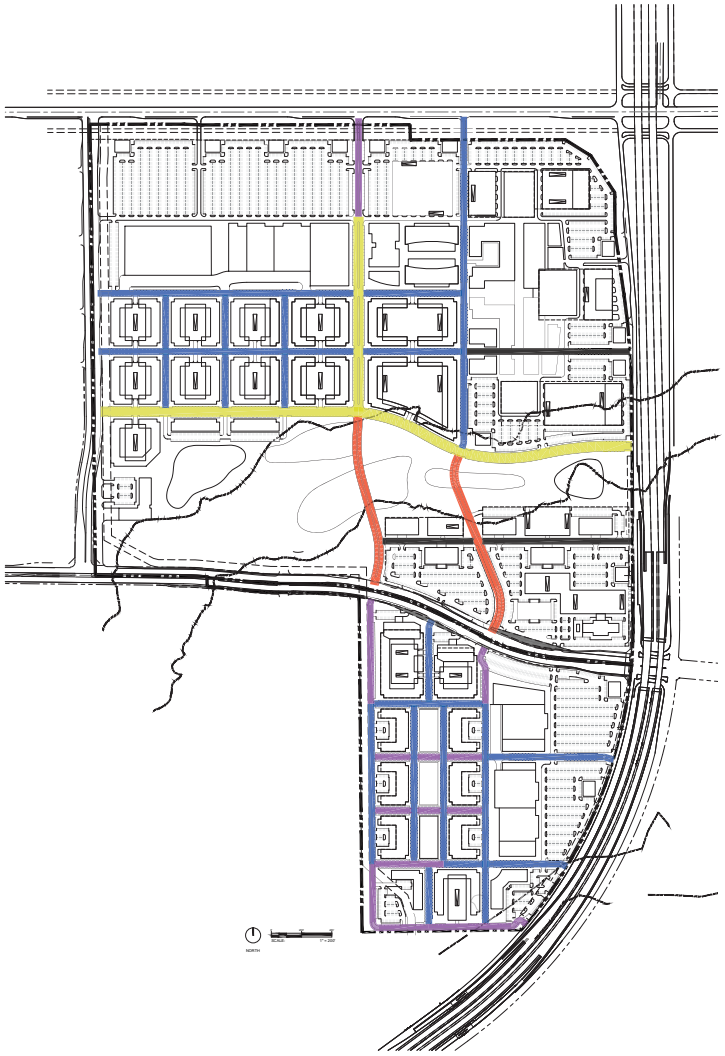
G-1. ILLUSTRATIVE DIAGRAMS

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

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PUBLIC REALM

PR-1. STREETSCAPE TYPOLOGY

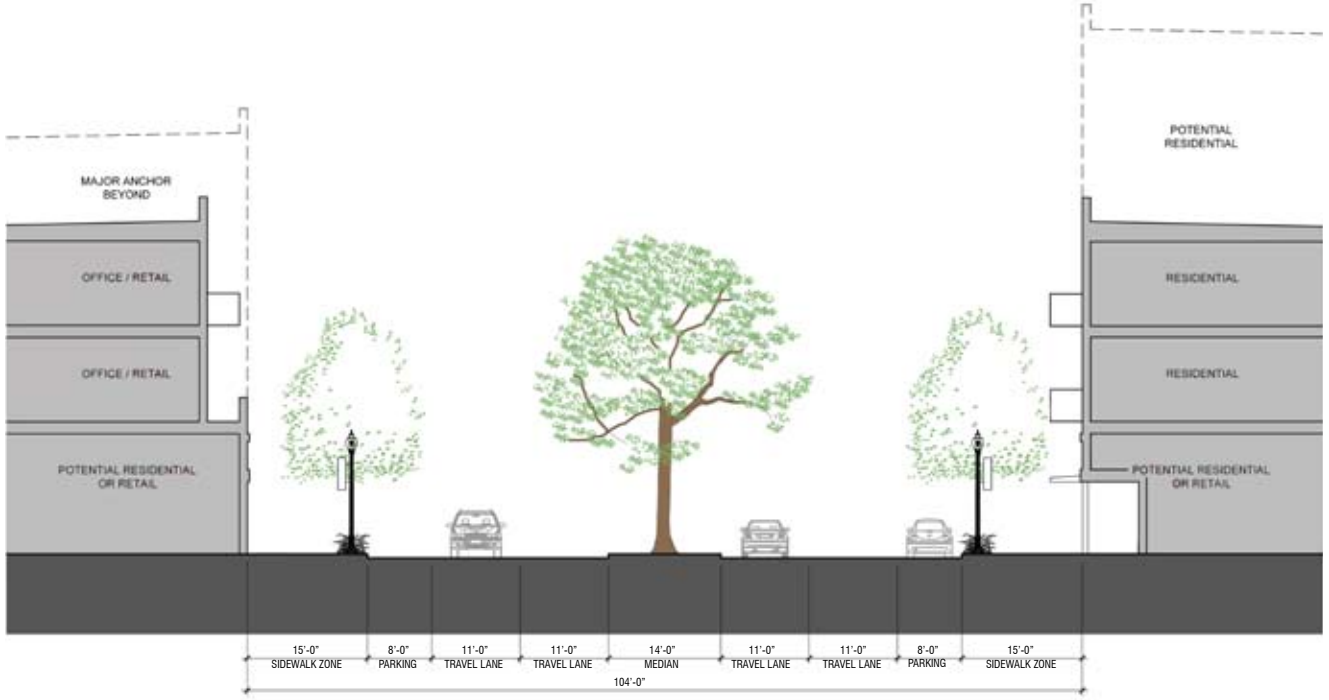
3. STREETSCAPE SECTION 'A' - 4 LANE DIVIDED WITH PARALLEL PARKING

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

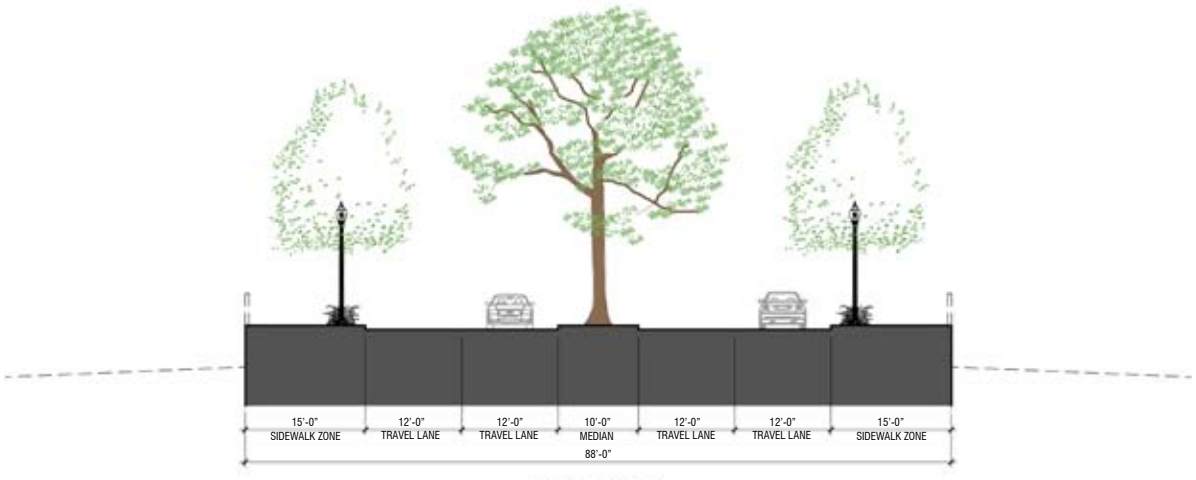
4. STREETSCAPE SECTION 'B' - 4 LANE DIVIDED

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

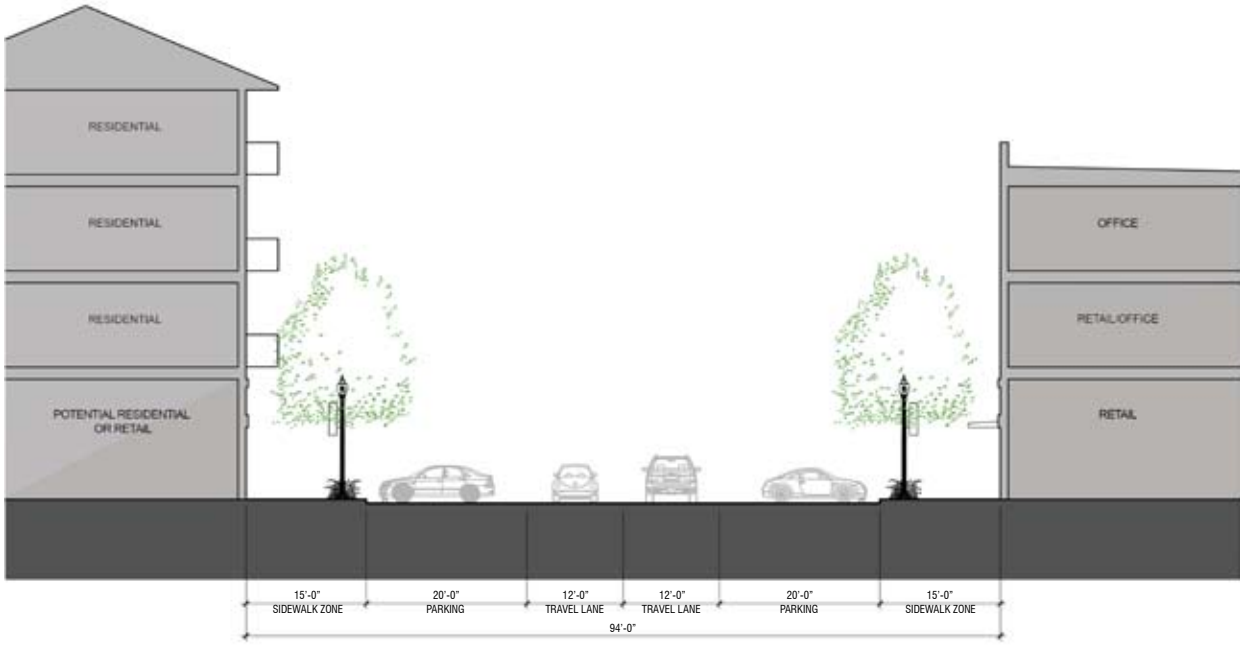
5. STREETSCAPE SECTION 'C' - 2 LANE WITH HEAD-IN PARKING

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

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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

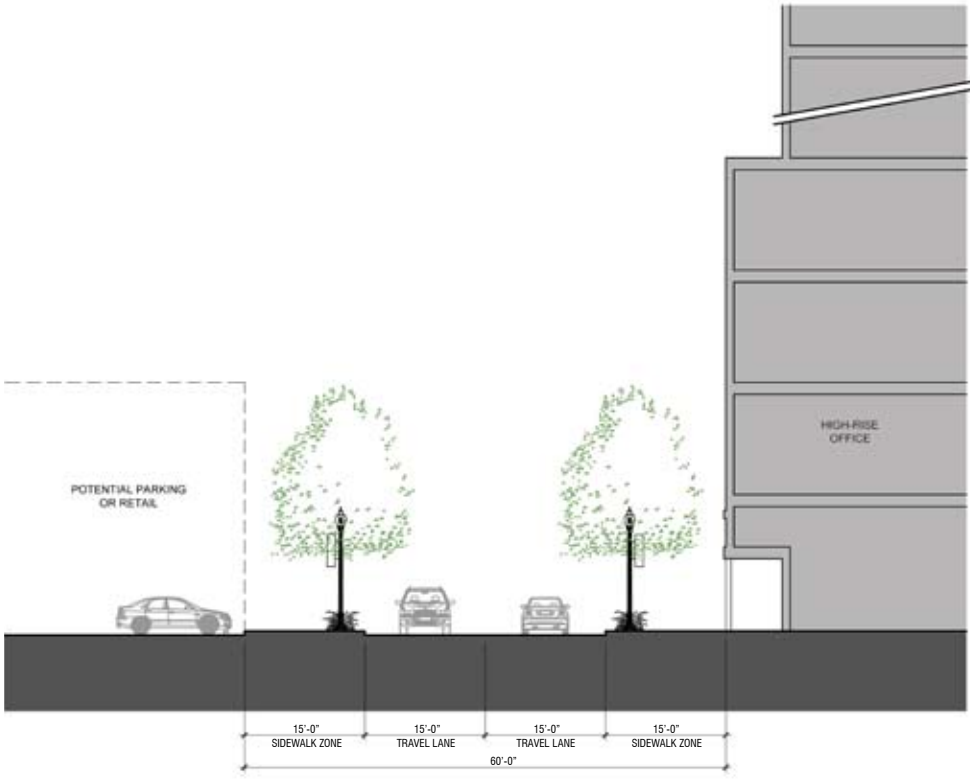
7. STREETSCAPE SECTION 'E' - 2 LANE

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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AGENDA ITEM #31.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **March 20, 2012**

Subject: **Implementation of Flashing Yellow Arrow (FYA) left-turn display**

Background Information: The City of Frisco will be implementing a new left-turn traffic signal display to provide safer and more efficient left turns for motorists. The Federal Highway Administration approved flashing yellow arrow (FYA) signals for widespread use in 2009. The 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD), released in December 2011, now requires the City to install FYA left-turn displays at signals with protected/permitted left-turns.

Numerous cities across Texas are already using the FYA left-turn display including Richardson, Garland, Arlington, Irving, Grapevine, Carrollton, Houston, Waco, San Antonio and others. Staff is working with the City of McKinney to implement these new left-turn signals around the same time and will have a consolidated effort to inform our citizens of these new signal displays.

How it works

The FYA left-turn signal display replaces the circular green indication for left turns at selected intersections. The FYA permits the driver to turn left when oncoming traffic is clear. Drivers should yield to oncoming traffic and pedestrians. When it is safe, they should proceed with caution through the intersection. After it flashes, the FYA then becomes a steady (non-flashing) yellow arrow or a green arrow. Drivers should treat the steady yellow arrow just like a standard yellow light - prepare to stop or safely clear the intersection before the red arrow appears.

One advantage of the FYA is enhanced safety through the reduction in driver errors. Research has shown that drivers are less likely to make an unsafe decision when

turning left using a FYA versus turning left using a green ball indication. A second advantage of the FYA left-turn display is that it gives traffic engineers the flexibility to use specific indications during different times of the day, which will better serve traffic demands. As a result, drivers approaching the intersection may not see the FYA or steady green arrow every time. This helps to reduce wait times at intersections that use this display.

Where will it be used?

The initial implementation of the FYA left-turn displays will occur at the following four intersections starting the first week of April:

- Preston Road at Hickory Street
- Legacy Drive at Lakehill Blvd.
- Rolater Road at Independence Parkway
- Lebanon Road at Parkwood Blvd.

By converting four (4) locations per month, staff estimates it will take about two (2) years to complete the conversion of all existing protected/permitted left-turn signal displays to the FYA left-turn display. All new signals constructed in Frisco will include the FYA design from this point forward.

How will we inform the public?

Engineering and Communications worked together to produce a brochure that will be made available to the public via the city website. In addition, the Communications Department has produced an informational video to help familiarize our citizens with how the FYA works. Lastly, Dana Baird will inform the local media about the implementation of the FYA here in Frisco.

Financial Considerations: The total cost to implement the FYA left-turn display is $650 - $1,300 per intersection. Funds for this project will come from the general fund for traffic signal maintenance.

Staff will be available during the March 20, 2012 meeting to address any questions regarding this matter.

AGENDA ITEM #32.

PROGRESS IN MOTION

Department of Financial Services
City of Frisco, Texas

Memorandum

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

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

From: **Anita Cothran, Director of Financial Services**
Jennifer Hundt, Assistant Finance Director-Budget

Date: **March 16, 2012**

Subject: **Consider and Act Upon Approval of Amendment to Ordinance No. 11-09-41 Adopting the City of Frisco Fiscal Year 2012 Budget**

Action Requested: The City Council adoption of the attached ordinance to amend the Fiscal Year 2012 Budget.

Background Information: The City's Fiscal Year 2012 budget was approved at the September 20, 2011 Council meeting along with the revised budget appropriation for Fiscal Year 2011.

As we close the end of the fiscal year there are always outstanding purchase orders for which we have not received the goods or services. These items carry forward and are expensed in the new fiscal year. We would like to amend the budget for those purchase orders that were carried over from fiscal year 2011. The total for open purchase orders is as follows:

General Fund	$512,845
Utility Fund	210,711
Environmental Services Fund	34,307
Stormwater Drainage Fund	165,714
Traffic Control Fund	18,440
Capital Reserve Fund	151,338
Court Technology Fund	11,741

In addition to the carry forward PO amounts, the following General Fund requests have been identified by the Departments:

- $600,000 – Transfer to the Capital Reserve Fund; $500,000 for capital projects and $100,000 additional needed for the FAC equipment.

- $331,250 – Funding for six (6) additional replacement Tahoes, one (1) replacement motorcycle, additional funding for vehicle repair and replacement equipment for the camera system in the detention area.
- $112,000 – Funding match for FEMA grant for defibrillators and a professional services contract for gathering information for the upcoming ISO rating review.
- $151,000 – Funding for building needs including pavers in front of City Hall, a canopy over the south revolving door, and finish out of an area in the basement for a training room.
- $244,328 – Funding for additional maintenance personnel that will also take over the security checks at night, staffing adjustments in Purchasing and Finance, some additional server and printer needs, and a ICMA management study.
- $205,853 – Additional revenue offsetting some of the above increases.

Additionally, there are some changes being proposed to other funds which include:

- $168,600 - Utility Fund for the security camera system, upgrade to the utility billing software, two (2) new server licenses, and printers.
- $3,600,000 - Capital Projects Fund to begin construction on wells at several parks sites, the Hickman road construction, and Fieldhouse improvements.
- $100,000 – Capital Reserve fund for additional equipment needed at the Frisco Athletic Center.
- $30,000 – Environmental Services Fund for a brush chipper.
- $440,000 – Grants Fund to account for the FEMA grant received for the defibrillators.
- $21,250 - Court Technology Fund for replacement equipment and the Cisteria maintenance contract.

These proposed changes are summarized below:

Fund	Original Budget	Revised Budget
General Fund	$ 83,421,075	$ 85,372,498
Water & Sewer Fund	50,105,347	50,484,658
Capital Projects Fund	40,000	3,640,000
Capital Reserve Fund	183,064	434,402
Park Dedication Fund	-0-	500,000
Environmental Services Fund	10,104,391	10,168,698
Stormwater Fund	1,607,083	1,772,797
Grants and Contracts Fund	4,000,000	4,440,000
Traffic Control Fund	114,000	132,440
Court Technology Fund	275,434	308,425

Board/ Citizen Input: None.

Alternatives: The City Council may change the amount of the amendment or may choose not to amend the budget at this time.

Financial Considerations: These adjustments would leave the ending fund balance in the General Fund at approximately 28.44% of operating expenditures. The current operations for fiscal year 2012 are under continuous review for cost savings and efficiencies. The sales tax for the first quarter is showing better than projected and property tax collections through January are strong. The Water and Sewer Fund and the Hotel/Motel Fund ended FY 2011 better than projected.

Legal Review: The ordinance was reviewed by legal in prior years.

Supporting Documents: Ordinance and fund summaries.

Staff Recommendation: Please do not hesitate to contact one of us should you have further questions.

CITY OF FRISCO, TEXAS ORDINANCE NO_____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS APPROVING THE REVISED BUDGET FIGURES FOR THE CITY OF FRISCO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Frisco, Texas ("Frisco"), the City Council did adopt, by Ordinance No. 11-09-41, the proposed budget of the revenues and expenditures for conducting the affairs of Frisco and providing a complete financial plan for the fiscal year beginning October 1, 2011 and ending September 30, 2012 and did file the same with the City Secretary (the "budget"); and

WHEREAS, additional funding needs have been identified over the past few months from staff; and

WHEREAS, the City Council has reviewed the budget and listened to the staff recommendations and has determined that a revision of the adopted budget is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS;

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Approval of Amendment to 2011-2012 Budget. The revised estimate of revenues and expenditures for Frisco, attached hereto as Exhibit "A" through "J", as submitted by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2011 and ending September 30, 2012, is hereby approved.

SECTION 3: Amendment to Appropriation of Funds. The sums below are hereby appropriated from the respective funds for the payment of expenditures on behalf of Frisco as established in the approved budget;

	Fiscal Year 2011 (Revised)	Fiscal Year 2012 (Revised)
General Fund	$ 81,557,381	$ 85,372,498
Insurance Reserve Fund	500,000	-0-
Downtown Improvement Fund	21,877	109,137

Special Events Fund	116,000	86,000
Workforce Housing Fund	42,206	45,600
Public Art Fund	120,058	38,626
Utility Fund	45,314,106	50,484,658
Debt Service	161,972,480	48,419,930
Capital Projects Fund	140,652,501	3,640,000
Capital Reserve Fund	710,332	434,402
Park Dedication Fees	500,000	500,000
Thoroughfare Impact Fees	-0-	1,000,000
Utility Capital Projects	36,599,526	-0-
Utility Impact Fees	2,000,000	2,000,000
Hotel/Motel Tax Fund	3,566,402	3,379,089
Tax Incremental Reinvestment	25,658,785	26,126,546
Environmental Services Fund	9,649,699	10,168,698
Storm Water Fund	1,551,641	1,772,797
Panther Creek PID Fund	402,532	435,911
Superdrome Operations	80,004	80,004
Frisco Square Mgmt. District	503,362	490,172
Grants and Contracts Fund	2,152,015	4,440,000
CDBG Fund	256,512	396,472
Public Television Franchise Fund	36,529	199,000
Traffic Control Enforcement Fund	143,838	132,440
Court Technology Fund	209,114	308,425
Charitable Foundation	15,000	-0-

SECTION 4: Authority of City Manager. Specific authority is hereby given to the City Manager to transfer appropriations budgeted from one account classification or activity to another within any individual department or activity; and, to transfer appropriations from designated appropriations to any individual department or activity.

SECTION 5: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 7: Effective Date. This Ordinance shall become effective from and

after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 20th day of March, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jennifer Page, City Secretary

_____
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.

RICHARD M. ABERNATHY
City Attorney

Date of Publication:_____, Frisco Enterprise

Exhibit F

CITY OF FRISCO
ENVIRONMENTAL SERVICES FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Working Capital, Beginning	$ 3,673,580	$ 3,642,701	$ 4,052,502
Receipts:			
Solid Waste Service Charges	9,693,578	10,094,681	10,094,681
Interest Income	503	1,000	1,000
Contributions & Other Income	108,066	-	-
Total Revenue	9,802,147	10,095,681	10,095,681
Funds Available	13,475,727	13,738,382	14,148,183
Deductions:			
Operating Expenses	8,868,334	9,479,922	9,514,229
Capital Outlay	-	-	30,000
Interfund Transfers-Other Fund	554,891	624,469	624,469
Total Deductions	9,423,225	10,104,391	10,168,698
Working Capital, Ending	$ 4,052,502	$ 3,633,991	$ 3,979,485

The Environmental Services Fund accounts for the collection and disposal of solid waste and recycling services of the City. The increase in Solid Waste Service Charges and corresponding expense results from an increase in service cost. The working capital at the end of FY 2012 represents approximately 38% of operating expenses. This falls within our policy goals for operating funds.

Exhibit A

CITY OF FRISCO
GENERAL FUND
BUDGET SUMMARY
FISCAL YEAR 2011-2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 22,849,131	$22,458,354	$ 25,392,819
Receipts:			
Revenues	81,329,370	82,688,804	82,869,149
Interfund Transfers	1,228,583	788,840	814,348
Total Revenue	82,557,953	83,477,644	83,683,497
Funds Available	105,407,084	105,935,998	109,076,316
Deductions:			
Expenditures	74,506,929	80,297,068	81,082,588
Capital Outlay	1,791,451	1,537,466	2,015,369
Section 380 Sales Tax Grant	2,049,793	1,257,750	1,257,750
Interfund Transfers-Capital Project	23,290	23,290	23,290
Interfund Transfers-Other Funds	472,600	305,501	993,501
Subtotal Deductions	78,844,063	83,421,075	85,372,498
Interfund Transfers-Special one time	1,170,202	-	-
Total Deductions	80,014,265	83,421,075	85,372,498
Fund Balance, Ending	25,392,819	22,514,923	23,703,818
Designated Reserves **	-	1,223,322	1,235,105
Unreserved Designated for Insurance	-	-	-
Undesignated Fund Balance, Ending	$ 25,392,819	$21,291,601	$ 22,468,713

**The City of Frisco adheres to a policy of maintaining a fund balance of three (25%) months, of operating expenditures as a hedge against an unanticipated decrease in revenue. The City Council also recognizes that many commitments have been made for future infrastructure projects. The City established the General Fund - Designated Reserves account item to reserve contingency funds for identified future needs. The annual designation is 1.5% of operating expenditures $1,235,105. The revised proposed Ending Fund Balance is 28.1% of operating expenditures and the Ending Fund Balance Less Designated Reserves is 26.64% of operating expenditures.

Exhibit B

CITY OF FRISCO
UTILITY FUND
BUDGET SUMMARY
FISCAL YEAR 2011-2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Working Capital, Beginning	$ 12,732,059	$ 18,704,455	$ 23,070,589
Receipts:			
Water Sales	36,489,912	34,721,604	34,721,604
Sewer Charges	15,125,124	15,171,302	15,171,302
Inspection Fees	751,685	445,990	695,990
Interest Income	829	10,000	10,000
Miscellaneous	424,728	320,000	320,000
Transfers In	2,178,009	2,183,463	2,183,463
Total Revenue	54,970,287	52,852,359	53,102,359
Funds Available	67,702,346	71,556,814	76,172,948
Deductions:			
Operating Expenses	32,814,961	38,090,756	38,354,067
Capital Outlay	618,942	135,350	251,350
Interfund Transfers - Other Funds	-	-	-
Bond Principal	6,230,000	6,849,750	6,849,750
Bond Interest/Fiscal Charges	4,967,854	5,029,491	5,029,491
Total Deductions	44,631,757	50,105,347	50,484,658
Working Capital, Ending	$ 23,070,589	$ 21,451,467	$ 25,688,290
Restricted Assets	-	7,911,415	7,911,415
Available Working Capital	$ 23,070,589	$ 13,540,052	$ 17,776,875

The Utility Fund includes the following services; GIS, utility billing, water distribution, wastewater collection, construction inspection and engineering. The growth experienced by the City is seen in the increase in operating expenses. A large portion of the increase is due to the opening of the Panther Creek Sewer Treatment plant and the increased cost of water. We are proposing a rate increase to continue our efforts to improve the financial health of the Utility Fund.

The City adheres a policy of maintaining 6 month working capital reserve. The projected ending balance for FY 2012 maintains a 5.1 month reserve. Rate modeling information will be provided in September. A final rate adjustment recommendation will be made in September.

Exhibit C

CITY OF FRISCO
CAPITAL PROJECTS FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 80,786,088	$ 2,821,761	$ 70,162,298
Receipts:			
Intergovernmental	13,910,428	-	-
Contributions	912,476	-	-
Interest Income	232,556	-	-
Transfers In - General Fund	-	23,290	23,290
Transfers In - Other Funds	1,436,683	-	500,000
Transfers In - Component Units	1,343,423	-	2,200,000
Bond Funds	8,060,845	-	-
Miscellaneous	-	-	-
Total Revenue	25,896,411	23,290	2,723,290
Funds Available	106,682,499	2,845,051	72,885,588
Deductions:			
Capital Project Expenditures	35,498,307	-	3,600,000
Interest & Fiscal Charges	71,751	-	-
Transfer Out - Other Funds	950,143	40,000	40,000
Total Deductions	36,520,201	40,000	3,640,000
Fund Balance, Ending	$ 70,162,298	$ 2,805,051	$ 69,245,588

The citizens of the City of Frisco approved $198,000,000 of General Obligation voter authorized bonds at the May 2006 election. The City sold $50,000,000 as the first sale from this authorization in June, 2006, $44,100,000 in July, 2007, and $25,000,000 in July, 2008 for the Public Safety Communications System, the Cultural Arts and Science Center, and various Road Construction Projects.

An additional $48,500,000 in Certificates of Obligation was sold in FY 2008 for a Sports Village and expansion of the Sports Arena. $4,000,000 in Certificates of Obligation was sold in FY 2010 for construction of the City Hall Parking Garage.

Intergovernmental revenue in FY 2011 includes: approximately $15.4 million from Collin County, $8.6 million from Denton County, $14,257,471 from the North Texas Council of Governments (COG), approximately $783,000 from the FISD, $5,000,000 from TxDOT, and $8,600,000 from various developers. The transfers-in include $23,390 from the General Fund, and a combination of $1,500,000 from the Hotel/Motel Fund, TIRZ Fund, Park Dedication Fund, and FCDC Fund.

A list of the proposed and on-going projects for Fiscal Years 2011-2012 can be found on the pages following this summary.

Exhibit D

CITY OF FRISCO
CAPITAL RESERVE FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 990,049	$ 1,668,519	$ 1,814,651
Receipts:			
Franchise Tax Revenue-Cable	-	-	-
Interest Income	7,030	2,000	2,000
Transfers In - General Fund	1,385,202	215,000	815,000
Total Revenue	1,392,232	217,000	817,000
Funds Available	2,382,281	1,885,519	2,631,651
Deductions:			
Capital Project Expenditures	354,234	183,064	434,402
Transfer Out	213,396	-	-
Total Deductions	567,630	183,064	434,402
Fund Balance, Ending	$ 1,814,651	$ 1,702,455	$ 2,197,249

The City of Frisco's City Council has expressed the desire to establish a reserve for future infrastructure needs. The FY 2008 Budget established the Capital Reserve Fund to hold reserve fund amounts for that purpose. The initial appropriation was a transfer from the General Fund of $500,000. In FY 2009, $250,000 was transferred from the General Fund for FAC replacement equipment. In FY 2011 transfers in, in the amount of $1,385,202 will be to fund $215,000 in FAC replacement equipment and $1,170,202 for future capital items. In FY 2012 transfers in, continue to fund $215,000 for FAC replacement equipment.

For FY 2010 Actual and the Original Budget for FY 2011 included interest income from investments and continued appropriation from the General Fund for FAC replacement equipment, as well as the PEG (Public Educational and Governmental) cable franchise fee. The franchise fee was transferred to a new fund, the Public Television Franchise Fund, for the Revised FY 2011 Budget, and will be accounted for in a Special Revenue Fund from here forward.

Exhibit E

CITY OF FRISCO
PARK DEDICATION FEE FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 4,572,929	$ 4,354,493	$ 4,299,442
Receipts:			
Park Dedication Fees	382,956	-	-
Interest Income	6,950	-	-
Total Revenue	389,906	-	-
Funds Available	4,962,835	4,354,493	4,299,442
Deductions:			
Transfers Out - Other Funds	663,393	-	500,000
Total Deductions	663,393	-	500,000
Fund Balance, Ending	$ 4,299,442	$ 4,354,493	$ 3,799,442

Park dedication fees were established to assure the availability of funds to purchase land and construct neighborhood parks. Developers are required to pay a fee based on the number of units or to contribute land. The funds are tracked separately and transferred to the Capital Projects Fund as needed for scheduled development.

In addition to the Park Dedication fees for construction and development, the parks capital projects are also funded by General Obligation Bonds in the Capital Projects Fund. A list of the proposed Park Projects for Fiscal Year 2011-2012 can be found on the Capital Projects Fund Schedule of Projects page.

The City takes a conservative approach and does not budget anticipated revenue. Funds are appropriated only after collected from the developer. Appropriations from this fund will be made later in the year as funds are received.

Exhibit G

CITY OF FRISCO
STORMWATER FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Working Capital, Beginning	$ 683,045	$ 392,404	$ 903,403
Receipts:			
Fees	1,317,238	1,617,000	1,617,000
Interest Income	1,071	500	500
Total Revenue	1,318,309	1,617,500	1,617,500
Funds Available	2,001,354	2,009,904	2,520,903
Deductions:			
Operating Expenses	956,955	1,028,431	1,028,431
Capital Outlay	-	433,317	599,031
Interfund Transfers - Other Funds	140,996	145,335	145,335
Total Deductions	1,097,951	1,607,083	1,772,797
Working Capital, Ending	$ 903,403	$ 402,821	$ 748,106

The Stormwater Fund was created in FY 2010 to account for the City's efforts to accomplish the goals set by the Municipal Separate Stormwater Sewer System (MS4) plan. Stormwater quality is governed by State and Federal guidelines.

Expenses associated with the maintenance of City creeks, channels, and storm drains are accounted for in this fund. Interfund transfers to other funds includes a transfer to the General Fund and Utility Fund for administrative costs and to the Utility Fund for a prorata cost of billing expenses.

Exhibit H

CITY OF FRISCO
GRANTS AND CONTRACTS
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ -	$ -	$ -
Receipts:			
Grant Income	974,302	3,947,525	4,299,525
Interfund Transfers - Other	136,115	52,475	140,475
Total Revenue	1,110,417	4,000,000	4,440,000
Funds Available	1,110,417	4,000,000	4,440,000
Deductions:			
Operating Expenditures	541,610	2,201,063	2,201,063
Capital Outlay	537,753	1,798,937	2,238,937
Interfund Transfers - Other Funds	31,054	-	-
Total Deductions	1,110,417	4,000,000	4,440,000
Fund Balance, Ending	$ -	$ -	$ -

The Grant Fund is established to account for governmental operating and capital grants awarded to the City of Frisco. Fiscal Year 2011-2012 grants include those for the Criminal Justice Division - Violence Against Women, the STEP Comprehensive, state and federal Police Department Grants, Texas Dept. of Transportation Grant, Oncor Grant, CoServ Grant, National Endowment for the Humanities Grant, Fire Department Grants, and the Department of Energy Grant. Of the $4,000,000 in grant funding, $2,201,063 will be expended on operating expenditures and $1,798,937 will be expended on capital expenditures. Operating expenditures include funding seven (7) full-time Police Department employees. Capital funds will provide for the purchase of Police Department equipment, Fire Department equipment, and the building of a hike and bike trail.

Exhibit I

CITY OF FRISCO
TRAFFIC CONTROL ENFORCEMENT
BUDGET SUMMARY
FISCAL YEAR 2011-2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 58,338	$ 64,500	$ 53,899
Receipts:			
Red Light Citation Fines	116,824	200,000	200,000
Interest Income	82	500	500
Total Revenue	116,906	200,500	200,500
Funds Available	175,244	265,000	254,399
Deductions:			
Operating Expenditures	121,345	114,000	132,440
Interfund Transfers -	-	-	-
Total Deductions	121,345	114,000	132,440
Fund Balance, Ending	$ 53,899	$ 151,000	$ 121,959

In FY 2006, the City approved the implementation of an Automated Red Light Enforcement System to further the City's Traffic Safety Program. The System promotes public safety by discouraging the entry (of moving automobiles) into a traffic intersection when the traffic light is red. This is done through the imposition of a civil penalty for such action. The current penalty minimum is $75 per occurrence and may increase with repeated violations. The proceeds from the imposition of this penalty will be placed in this fund and must be used to pay for "expenses of the automated red light enforcement program" and "expenses and items that are related to or can be used in the furtherance of traffic safety, including but not limited to, cameras, traffic control devices, enforcement equipment, communications equipment, educational or awareness programs, personnel and training."

During FY10 the City changed vendors and did not activate the red light enforcement system. A new contract was awarded in FY 2011 with the following new locations: Northbound Preston at Lebanon, Southbound Preston at Lebanon, and Southbound Preston at Gaylord.

Exhibit J

CITY OF FRISCO
COURT TECHNOLOGY FUND
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 462,942	$ 451,328	$ 477,191
Receipts:			
Contributions	200,631	196,500	196,500
Interest	625	1,000	1,000
Interfund Transfers	-	-	-
Total Revenue	201,256	197,500	197,500
Funds Available	664,198	648,828	674,691
Deductions:			
Operating Expenditures	71,601	62,084	95,075
Capital Outlay	7,406	105,350	105,350
Interfund Transfers - GF	108,000	108,000	108,000
Total Deductions	187,007	275,434	308,425
Fund Balance, Ending	$ 477,191	$ 373,394	$ 366,266

The Court Technology Fund was established in FY 2009 as a special revenue fund to account for the restricted Court fees. In FY 2011 contributions include revenues for Court Technology Fees, Court Building Security Fees and Court Improvement Fees. FY 2012 interfund transfers include $108,000 to the General Fund for court security and staff.

The capital outlay expense is for seven new handheld ticket writers and up to three new Automatic License Plate Recognition (ALPR) units for Court and the Police Department. The operational expenditures are for software support and maintenance agreements on security equipment.

AGENDA ITEM #33.

PROGRESS IN MOTION

Department of Financial Services
City of Frisco, Texas

Memorandum

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

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

From: **Anita Cothran, Director of Financial Services**
Jenny Hundt, Assistant Finance Director-Budget

Date: **March 6, 2012**

Subject: **Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Economic Development Corporation Fiscal Year 2012 Budget**

Action Requested: The City Council adoption of the attached ordinance to amend the Frisco Economic Development Corporation (FEDC) Fiscal Year 2012 Budget.

Background Information: The FEDC's Fiscal Year 2012 budget was approved at the September 20, 2011 Council meeting along with the revised budget appropriation for Fiscal Year 2011.

As we close the end of the fiscal year there are always outstanding purchase orders for which we have not received the goods or services. These items carry forward and are expensed in the new fiscal year. We would like to amend the budget for those purchase orders that were carried over from fiscal year 2011. The total for open purchase orders for FEDC is $53,072

In addition, as approved at the EDC Board Meeting in March, the EDC will be contributing 50% of the salary costs of a new Senior Accountant position to analyze business prospect numbers, conduct performance agreement reviews, monitor budget, and prepare financial reports. $800,000 will be transferred to the Capital Projects Fund for a contribution to the construction of Hickman Road. $318,155 will be budgeted for various promotional, marketing, legal and printing services. The total increase for FY 2012 is $1,196,735. The new total appropriation will be $12,010,236.

The fund summary is provided for your review.

Board/ Citizen Input: FEDC approved the amendment at their meeting on March 14, 2012.

Alternatives: The City Council may change the amount of the amendment or may choose not to amend the budget at this time.

Financial Considerations: The ending Fund Balance after this amendment for fiscal year 2012 is $18,295,102, which is higher than the original proposal due to FY 2011 actual results.

Legal Review: The attorney has previously approved the ordinance.

Supporting Documents: Ordinance and fund summary.

Staff Recommendation: Please do not hesitate to contact one of us should you have further questions.

Exhibit A

CITY OF FRISCO
ECONOMIC DEVELOPMENT CORPORATION
BUDGET SUMMARY
FISCAL YEAR 2011 - 2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 18,018,442	$ 17,275,161	$ 18,861,944
Receipts:			
Sales Tax Receipts	10,926,146	11,379,024	11,379,024
Interest Income	61,258	80,000	31,000
Contributions	8,336	33,345	33,345
Note/Bond Proceeds	-	-	-
Sale of Assets	-	-	-
Loan Income	-	108,000	-
Miscellaneous	26,363	25	25
Total Revenue	11,022,103	11,600,394	11,443,394
Funds Available	29,040,545	28,875,555	30,305,338
Deductions:			
Operating Expenditures	1,777,284	1,928,506	2,299,733
Capital Outlay	528,094	385,000	385,000
Incentives	3,562,515	5,741,125	5,741,125
Appropriation for Sports Complex	846,607	303,380	303,380
Appropriation for Soccer Complex	391,000	371,586	371,586
Transfer to other funds	297,306	-	825,508
Section 380 Sales Tax Grant	688,878	-	-
Refunded Debt Escrow		-	-
Principal	670,000	705,000	705,000
Interest/Fiscal Charges	1,416,917	1,378,904	1,378,904
Total Deductions	10,178,601	10,813,501	12,010,236
Fund Balance, Ending Available	18,861,944	18,062,054	$ 18,295,102

The Frisco Economic Development Corporation benefits the City and its citizens by developing economic resources. It operates primarily within the geographic boundaries of the City. Funding for this organization is derived from a half cent sales tax.

The FEDC has issued bonds and uses various other financing instruments in addition to the funds derived from the half cent sales tax. Debt service schedules for the bonds and other financial obligations supported by the FEDC half cent sales tax can be found in the Long Term Debt section of this budget document.

The FEDC has entered into incentive agreements which obligate funds in future years and will be paid if the companies achieve their goals.

CITY OF FRISCO, TEXAS ORDINANCE NO_____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS APPROVING THE REVISED BUDGET FIGURES FOR THE FRISCO ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Frisco, Texas ("Frisco"), the City Council did adopt, by Ordinance No. 11-09-42, the proposed budget of the revenues and expenditures for conducting the affairs of the Frisco Economic Development Corporation and providing a complete financial plan for the fiscal year beginning October 1, 2011 and ending September 30, 2012 and did file the same with the City Secretary (the "budget"); and

WHEREAS, additional funding needs have been identified over the past few months from staff; and

WHEREAS, the City Council has reviewed the budget and listened to the staff recommendations and has determined that a revision of the adopted budget is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS;

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Approval of Amendment to 2011-2012 Budget. The revised estimate of revenues and expenditures for the Frisco Economic Development Corporation, attached hereto as Exhibit "A", as submitted by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2011 and ending September 30, 2012, is hereby approved.

SECTION 3: Amendment to 2011-2012 Budget. The revised estimate of expenditures for the FEDC's fiscal year 2011-2012 is $12,010,236.

SECTION 4: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent

jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 20th day of March, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

_____
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.

RICHARD M. ABERNATHY
City Attorney

Date of Publication:_____, Frisco Enterprise

AGENDA ITEM #34.

Department of Financial Services
City of Frisco, Texas

Memorandum

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

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

From: **Anita Cothran, Director of Financial Services**
Jenny Hundt, Assistant Director of Financial Services

Date: **March 16, 2012**

Subject: **Consider and Act Upon Approval of Amendment to the Ordinance Adopting the City of Frisco Community Development Corporation (FCDC) Fiscal Year 2012 Budget**

Action Requested: The City Council adoption of the attached ordinance to amend the Fiscal Year 2012 Budget.

Background Information: The FCDC Fiscal Year 2012 budget was approved at the September 20, 2011 Council meeting along with the revised budget appropriation for Fiscal Year 2011. As we close the end of the fiscal year there are always outstanding purchase orders for which we have not received the goods or services. These items carry forward and are expensed in the new fiscal year. We would like to amend the budget for the open purchase orders in the FCDC fund, in the amount of $10,468, which is the balance of the expenses for the Beal building remodel. In addition, the Warren Parking lot, Fieldhouse additions, and Beal Building improvements were not completed in FY 2011, and need to be re-appropriated in FY 2012. Finally, the CDC has determined they will be contributing $1,100,000 for the construction of water wells at several City parks and have approved $158,000 for a two year agreement for a skate park. The total increase in the FY 2012 expenditures is $2,514,922 for a total of $8,142,810.

Board/ Citizen Input: The FCDC board reviewed this amendment at their meeting on March 15, 2012.

Alternatives: The City Council may choose not to amend the budget at this time.

Financial Considerations: The total increase in the FY 2012 expenditures is $2,514,922 for a total of $8,142,810.

Legal Review: The ordinance was reviewed in prior years.

Supporting Documents: Ordinance and fund summary.

Staff Recommendation: Please do not hesitate to contact one of us should you have further questions.

Exhibit A

CITY OF FRISCO
COMMUNITY DEVELOPMENT CORPORATION
BUDGET SUMMARY
FISCAL YEAR 2011-2012

	PRELIMINARY ACTUAL FY 2010-11	ORIGINAL BUDGET FY 2011-12	REVISED BUDGET FY 2011-12
Fund Balance, Beginning	$ 9,592,669	$ 7,854,546	$ 9,208,215
Receipts:			
Sales Tax Receipts	10,926,143	11,379,024	11,379,024
Interest Income	10,039	18,100	18,100
Bond Proceeds (refunding)	759,203	-	-
Rental Income	632,314	625,248	625,248
Sale of Fixed Assets	1,000,000	-	-
Loan Proceeds	15,000,000	-	-
Total Revenue	28,327,699	12,022,372	12,022,372
Funds Available	37,920,368	19,876,917	21,230,587
Deductions:			
Operating Expenditures	143,502	150,000	318,454
Capital Outlay	21,282,193	560,000	-
Appropriation for Sports Complex	433,062	670,386	670,386
Section 380 Sales Tax Grant	688,878	-	-
Interfund Transfers	400,000	-	2,493,968
Refunded Debt Escrow	718,251	-	-
Principal	2,415,000	2,223,070	2,223,070
Interest/Fiscal Charges	2,631,267	2,024,432	2,436,932
Total Deductions	28,712,153	5,627,888	8,142,810
Fund Balance, Ending	9,208,215	14,249,030	13,087,778
Designated General Reserve	2,561,826	2,849,281	2,849,281
Designated Capital Maint Reserve		100,000	100,000
Undesignated Fund Balance	$ 6,646,389	$ 11,299,749	$ 10,138,497

The Frisco Community Development Corporation (FCDC) benefits the City and its citizens by developing recreational resources. It operates primarily within the geographic boundaries of the City. The capital expenditures are for purchase of park land and the development of community parks. Projects included in the FY 2011 Revised Budget are the final cost of Phase III of the BF Phillips Community Park ($1,352,511) and the balance to finish improvements to the Frisco Discovery Center ($456,119). Additionally, the CDC has $250,000 appropriated for their participation in the infrastructure construction for the Railroad Museum. The FY 2012 currently has $560,000 set aside for master planning the next community park.

The designated general reserve has been established as a board policy; 25% of the annual sales tax revenue and interest income is set aside for future needs. Additionally there is a capital maintenance reserve for operations of the Frisco Discovery Center. There are no budgeted personnel; City staff assist the board members. Debt schedules for the FCDC can be found in the Debt Service section of this budget document.

CITY OF FRISCO, TEXAS ORDINANCE NO_____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS APPROVING THE REVISED BUDGET FIGURES FOR THE FRISCO COMMUNITY DEVELOPMENT CORPORATION FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, pursuant to the laws of the State of Texas and the Home Rule Charter of the City of Frisco, Texas ("Frisco"), the City Council did adopt, by Ordinance No. 11-09-43, the proposed budget of the revenues and expenditures for conducting the affairs of the Frisco Community Development Corporation and providing a complete financial plan for the fiscal year beginning October 1, 2011 and ending September 30, 2012 and did file the same with the City Secretary (the "budget"); and

WHEREAS, additional funding needs have been identified over the past few months from staff; and

WHEREAS, the City Council has reviewed the budget and listened to the staff recommendations and has determined that a revision of the adopted budget is in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS;

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Approval of Amendment to 2011-2012 Budget. The revised estimate of revenues and expenditures for the Frisco Community Development Corporation, attached hereto as Exhibit "1", as submitted by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2011 and ending September 30, 2012, is hereby approved.

SECTION 3: Amendment to 2011-2012 Budget. The revised estimate of expenditures for the FCDC's fiscal year 2011-2012 is $8,142,810.

SECTION 4: Savings/ Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent

jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 20th day of March, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

_____
ABERNATHY, ROEDER, BOYD & JOPLIN, P.C.

RICHARD M. ABERNATHY
City Attorney

Date of Publication:_____, Frisco Enterprise

AGENDA ITEM #35.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 12, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders to Caldwell County Chevrolet for Purchase of Six (6) Police Pursuit Sport Utility Vehicles.**

Action Requested: City Council approval of purchase orders to Caldwell County Chevrolet for purchase of six (6) Police pursuit sport utility vehicles, in the amount of $156,458.

Background Information: Purchasing solicited Bid #1210-010, for Police Pursuit Sport Utility Vehicles. Bids were received on 11/4/11. On 11/15/2011 Council awarded the bid to Caldwell County Chevrolet for the purchase of nine (9) Police pursuit sport utility vehicles as replacements for high mileage vehicles. Caldwell County Chevrolet agreed to hold their pricing firm through the end of the model build-out to allow the City to buy additional vehicles as funding is available. Staff is requesting the purchase of six (6) additional vehicles at the bid awarded price. This approval is contingent upon approval of the budget amendment on this agenda.

Board/ Citizen Input: N/A

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

Financial Considerations: Pending the prior approval of the proposed budget amendment, funding will be available in the police operations budget.

Legal Review: N/A

Supporting Documents: Department memo and bid tabulation.

MEMORANDUM

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

FROM: **Todd V. Renshaw, Chief of Police**

SUBJECT: **Replacement Tahoes**

DATE: **March 8, 2012**

At the outset of this fiscal year, the Police Department had fifteen (15) Pursuit Sport Utility Vehicles manufactured in 2007 that were due for replacement. Funding was received to replace nine (9) of the vehicles in October and the bid drafted for this purchase requested the ability to purchase the remaining six (6) should funding become available during this budget cycle. As funding has recently been made available, we are requesting award of bid 1210-010 to Caldwell Country Chevrolet for the purchase of the remaining six (6) at this time. These Tahoes are needed to maintain our current officer to fleet ratios and will be utilized for general and emergency patrol response. Sufficient funding will be available in 13032321-79450 for this purchase pending the approval of the budget amendment.

CITY OF FRISCO BID TABULATION 1210-010 POLICE PURSUIT SPORT UTILITY VEHICLE Opened 11-04-11 2:00 PM PAGE 1 OF 1				CALDWELL COUNTRY PO BOX 27 CALDWELL, TX 77836 AVERYT KNAPP 979-567-6116 aknapp@caldwellcountry.c		HOLIDAY CHEVROLET 1009 HWY 82 WEST WHITESBORO, TX 76273 BRYAN BROOKS 903-564-3551		RELIABLE CHEVROLET 800 N CENTRAL EXPRESSWAY RICHARDSON, TX 75080 DOUG ADAMS 972-952-1561		HUFFINES CHEVROLET 1400 S STEMMONS LEWISVILLE, TX 75063 TIM STEWART 972-538-7000	
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	9	EA	Police Pursuit Sport Utility Vehicle, White in color,Per City of Frisco Specs. Including all listed options	$26,076.00	$234,684.00	$26,459.00	$238,131.00	$26,366.06	$237,294.54	$29,079.58	$261,716.22
			TOTAL GROSS PRICE		$234,684.00		$238,131.00		$237,294.54		$261,716.22
			CASH DISCOUNT								
			TOTAL NET PRICE								
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		DELIVERED	
			DELIVERY								

NEXT LOW	**$234,684.00**
LOW	**$237,294.54**
SAVINGS	**($2,610.54)**

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.
THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.