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, APRIL 17, 2012

AGENDA

CALL TO ORDER

1. ROLL CALL

CLOSED SESSION

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

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

      i. Receive legal advice concerning legal issues regarding Exide and lead issues.
      ii. Receive legal advice regarding housing concerns raised by Inclusive Communities Project.

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

i. Deliberation regarding the annual evaluation of Michael Drewry (Municipal Judge).

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. Earth Day 2012

5. Eagle Scout -- Samuel Joseph Moore

REPORTS

6. Recognition of Parks and Recreation National Accreditation

7. Development Services Activities Monthly Update for March 2012

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

9. Frisco CVB March 2012 report on definite bookings, in-kind media and CVB activities.

10. Fire Department Monthly Report on Incident Response and Educational Activities, March 2012.

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

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

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

CONSENT AGENDA

(Items placed on the Consent Agenda are considered routine in nature and are considered non-controversial. The Consent Agenda can be acted upon in one motion. A majority of the Council is required to remove any item for

discussion and separate action. Council members may vote nay on any single item without comment and may submit written comments as part of the official record.)

13. Consider and act upon approval of minutes from the April 3, 2012 regular City Council meeting. (CSO/JP)

14. Consider and act upon adoption of a Resolution authorizing the City Manager to submit two (2) State Homeland Security Grant Applications to the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), Urban Area Security Initiative (UASI) and Citizens Corps Program (CCP) (FIRE / PS).

15. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and First Texas Homes, Inc. for Village Lakes Phase 3. (CMO/BB)

16. Consider and act upon approval of purchase orders with Ingram Library Services Incorporated, for the purchase of additional Library materials during the fiscal year 2012. (Library/TJ)

17. Consider and act upon award of bid #1202-039, Solar Powered School Zone Flashers and Gel Cell Batteries, to Consolidated Traffic Controls and Paradigm Traffic Systems. (Engineering/TJ)

18. Consider and act upon approval of a purchase order to Physio Control for the purchase of eleven (11) Lifepak 15 heart monitor/defibrillators. (Fire/TJ)

19. Consider and act upon approval of purchase orders with Holiday Chevy-Ford for the purchase of five (5), 1/2 ton pickups. (PW/TJ)

20. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Reimbursement, Acknowledgement, Release, Hold Harmless and Indemnity Agreement by and between the City of Frisco, Texas and Pulte Homes of Texas, LP. (CMO/RP)

21. Consider and act upon award of bid to Pittard Construction Company and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Construction Services for FM 3537 20” & 24” Water Improvements (Preston Rd to Custer Rd) (Bid No. 1201-037). (Engineering/DC)

22. Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc for the Preliminary Design of Panther Creek Reuse Water Line (Engineering/AH)

23. Consider and act upon approval of a purchase order with Convergint Technologies to replace digital video recorder and cameras at the Frisco Police

Detention Center. (Police/TJ)

24. Consider and act upon approval of a purchase order to the City of Carrollton for emergency lighting, equipment and installation for six (6) new Police vehicles. (Police/TJ)

25. 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)

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 12-03-13 TO REPLACE EXHIBIT “A”; PROVIDING FOR THE PRE-CLEARANCE OF SAID ELECTION PRECINCT NUMBERS AND ALL NECESSARY ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

UNA ORDENANZA DEL AYUNTAMIENTO DE LA CIUDAD DE FRISCO, TEXAS, ENMENDANDO LA ORDENANZA NO. 12-03-13 PARA REEMPLAZAR A ANEXO "A"; PROVEYENDO PARA LA PRE-AUTORIZACIÓN DE DICHOS NÚMEROS DEL PRECINTO DE ELECCIÓN Y TODAS LAS ACCIONES NECESARIAS; Y PROVEYENDO PARA UNA FECHA DE VIGENCIA DEL PRESENTE.

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING RESOLUTION NO. 12-03-62R TO REPLACE EXHIBIT “A”; PROVIDING FOR PRE-CLEARANCE AND ALL OTHER NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE FRISCO, TEXAS, ENMENDANDO LA RESOLUCIÓN NO. 12-03-62R PARA REEMPLAZAR A ANEXO "A"; PROVEYENDO PARA LA PRE-AUTORIZACIÓN Y TODAS LAS ACCIONES NECESARIAS; Y PROVEYENDO PARA UNA FECHA DE VIGENCIA DEL PRESENTE.

26. Consider and act upon the acceptance of the Petition for City of Frisco Police Patrol and Enforcement in the Gated Community of Richwoods, dated March 26th, 2012. (Police/JB)

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)

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.)

28. Consider and act upon an Ordinance ordering the private roads in the Richwoods Addition to be considered as public highways and/or streets for the purpose of the application and enforcement of the traffic rules identified in the Traffic Enforcement Agreement attached as Exhibit "B," pursuant to the authority provided by Transportation Code Section 542.008. (Police/JB)

REGULAR AGENDA

29. Public Hearing: SUP12-0003. A request for a Specific Use Permit for a car wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. (Development Services/JE)

30. Public Hearing: SUP11-0009. A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acre on the east side of Legacy Drive, 900± feet south of Warren Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34. (Development Services/RC)

31. Public Hearing: SUP12-0002. A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-183-Office-1. Neighborhood #39. (Development Services/RC)

32. Public Hearing: A request to amend Subdivision Ordinance No. 09-07-38 to incorporate the new Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same. SA11-0001 (Engineering Services/EM)

33. 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) Tabled 3/20/12

34. Consider and Act Upon Request for Noise Variance from Austin Bridge and Road for night time paving operations on FM 423 (Engineering/SL).

35. Consider and Act Upon Appointment of Members to the Citizen Advisory Committee for the Photographic Traffic Signal Enforcement System. (Police/JB)

36. Discuss lease terms of city property to Premier Vertical Properties for construction and operation of a cell tower. (CAO/RA)

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

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

ADJOURN

CERTIFICATION

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

By Friday, April 13, 2012 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #7.

DEVELOPMENT SERVICES ACTIVITIES MONTHLY UPDATE MARCH 2012

FRISCO DEVELOPMENT SERVICES

March 1, 2012 – March 31, 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 March 2012

114
Single Family Building Permits

3
Commercial Building Permits [1]
54,136 sq ft

126,322
Population YTY[4] **+ 2.8%**

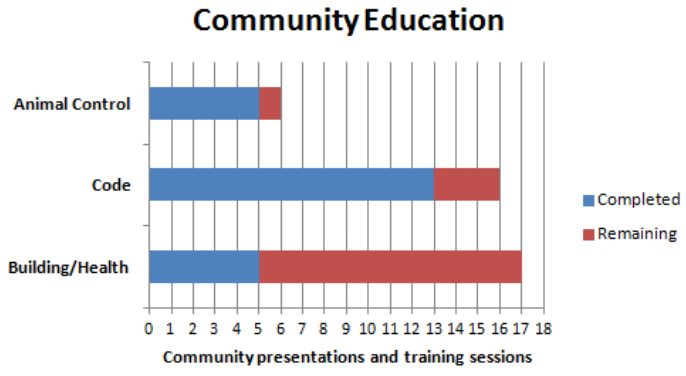
KEY PERFORMANCE INDICATORS

	FY09-10	FY10-11	FY 11-12	FY 12 March		
	FYTD	FYTD	FYTD	Prior Year Same Month [4]	Mar [6]	Status [7]
Single Family Permits Issued	602	631	532	147	114	↓
Commercial Permits Issued [2]	149	159	149	35	28	↓
Commercial Square Footage [3]	311,912	783,349	124,640	574,818	54,136	↓
All Other Permit Types [5]	3,163	3,659	4,617	839	940	↑
Building Inspections	17,969	19,366	19,769	4,024	3,330	↓
Health Inspections (food establishments)	745	848	556	153	126	↓
Calls for Service – Code Enforcement	1526	1440	2139	307	380	↑
Calls for Service – Animal Control[8]	2118	1885	3772	357	671	↑
Development Applications						
Zoning Changes	4	6	22	2	4	↑
Preliminary Plat	7	7	12	2	1	↓
Preliminary Site Plans	9	10	20	1	5	↑
Site Plans	42	47	73	10	15	↑
Final Plats and Replats	29	34	73	3	15	↑

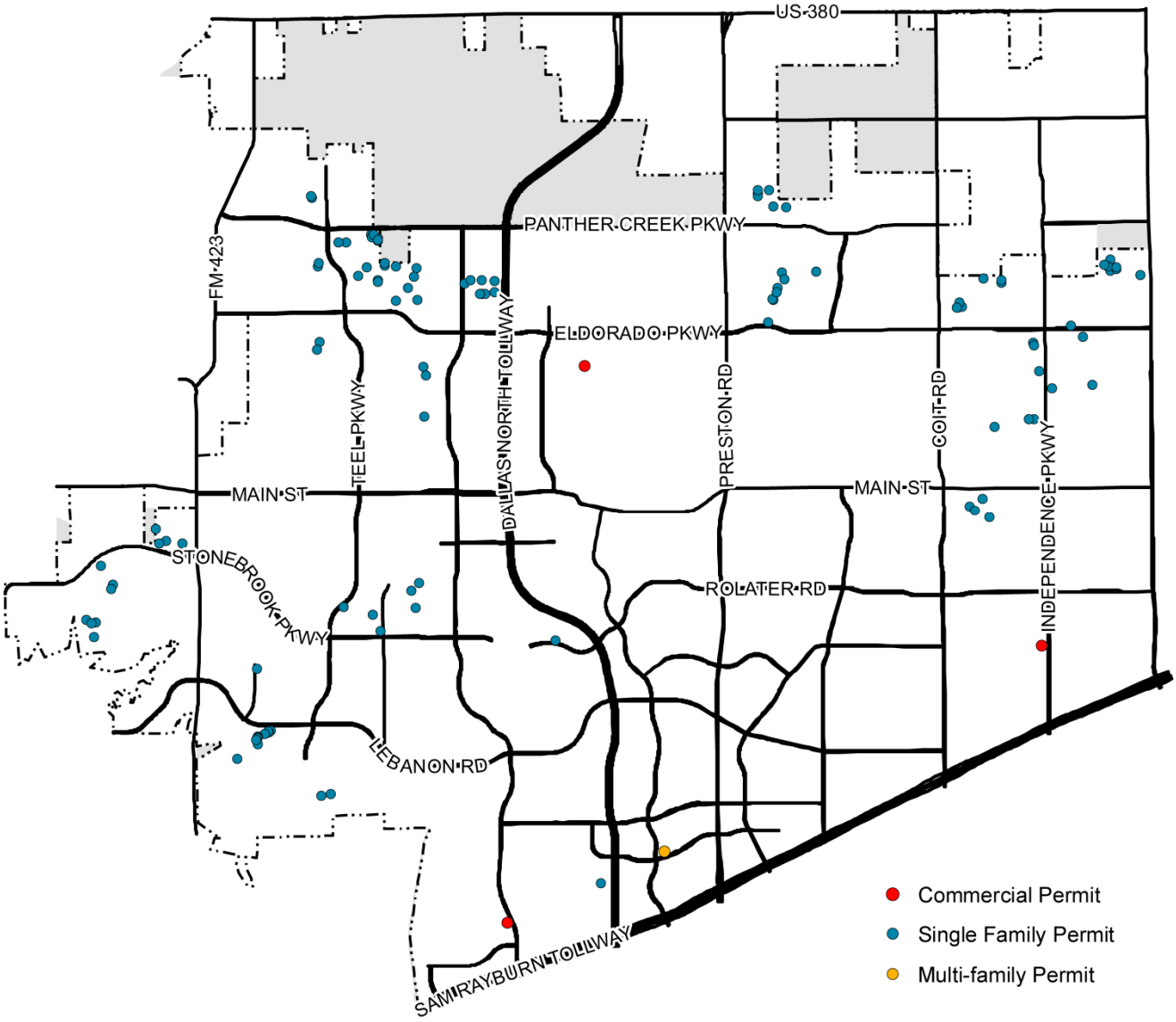
[1] Only new commercial and square footage of new construction
[2] Includes all new, finish outs, alterations, and other commercial
[3] Only new commercial structures/development
[4] Same month prior year's statistics
[5] Signs, pools, fences, alterations, electrical, health, mechanical, plumbing, multi-family & 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".



NEW SINGLE FAMILY & COMMERCIAL PERMIT ACTIVITY – BY LOCATION



AGENDA ITEM #8.

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: April 6, 2012

Re: Monthly Report for March, 2012

We recorded 5.5 inches of rainfall in March and used 499.8 million gallons of water for the month. Our average usage was 16.1 million gallons per day (mgd) or about 130 gallons per person per day (gpcd). Our daily water usage ranged from a minimum of 12.5 mgd (100 gpcd) on March 21 to a maximum of 22.6 mgd (182 gpcd) on March 28.

The March 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 126 water meters in March and we televised 112 private service lines for new homes.

Our licensed irrigators performed 247 free irrigation check-ups in March, of which 78 were for violations, 2 for new registrations, 28 for high water bill checks, and eight were for commercial customers. We now have 3,123 water customers signed up to receive the free e-mail for weekly watering advice. We have completed about 6,630 check-ups since this program began.

We inspected 365 fire hydrants and 108 manholes for proper operation. We repaired 15 sidewalks and installed/replaced 102 traffic signs in March.

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

With the NTMWD reporting data delayed by one month, we collected about 2,290 residential tons and about 2,810 tons of commercial solid waste in February. Curbside recycling was about 950 tons in February.

Public Works Monthly Report To Council													
	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12
Monthly Rainfall (Inches)	0.2	2.8	7.1	1.7	0.0	1.4	1.0	4.1	1.4	4.7	7.1	1.7	5.5
Productivity													
Street - Sidewalk Hazards Repaired/Month	9	9	10	8	7	5	7	8	8	7	7	13	15
Traffic - Signs Installed Per Week	29	20	60	36	55	95	20	44	21	16	25	37	23
Water - Fire Hydrants Inspected Per Day	35	29	40	35	35	51	31	42	21	22	10	6	17
Sewer - Manholes Inspected Per Month	173	247	184	79	114	322	255	169	205	222	230	377	108
Meter - Meters Installed Per Day	7	6	7	6	5	6	5	4	6	4	4	5	6
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	125	147	127	165	159	206	176	127	223	91	47	79	247
Water Quality and Usage													
Water Delivered To Frisco (Million Gallons)	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	499.8
Gallons Per Person Per Day	173.1	194.6	194.6	307.3	383.6	383.7	352.9	240.7	154.0	116.9	117.7	116.3	129.8
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%			100%
Meter Division													
New Meters Installed	160	116	136	139	103	139	114	85	110	83	86	110	126
Construction Fire Hydrant Meters Rented	77	68	88	101	117	106	94	102	96	89	88	99	98
ROW Inspections													
Right of Way Permits Issued	55	70	49	64	67	63	73	218	243	200	283	243	216
Private Sewer Service Lines Televised	164	119	119	172	114	212	131	98	100	93	95	97	112
Environmental Services Division													
Residential Tonnage	2780.9	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	2,285.7	Delayed
Residential Citizen Use	337.8	332.4	305.0	346.9	370.9	290.8	231.7	308.2	297.8	Delayed	313.3	234.6	Delayed
Commercial Tonnage	3007.7	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	2,810.3	Delayed
Curbside Recycling Tonnage	1076.2	1,022.3	1,028.6	1,070.1	866.9	978.0	950.6	913.0	1,073.1	Delayed	1,222.4	946.8	Delayed
Compost (Yardwaste) Tonnage	436.2	341.2	225.6	206.6	151.8	146.7	130.1	130.9	136.2	Delayed	146.0	110.1	Delayed
Landfill Tonnage	837.8	655.7	916.6	872.3	1,471.7	1,007.4	1,007.9	950.3	705.6	Delayed	844.8	1,052.8	Delayed
*Cardboard (New Move-Ins) Tons	2.7	1.2	3.6	5.1	6.3	3.2	4.4	3.0	4.4	Delayed	2.1	3.8	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	14.3		
Productivity													
Street - Avg Sidewalk Hazards Repaired/Month	ND	ND	ND	ND	ND	33	18	27	16	7	12		
Traffic - Avg Signs Installed Per Week	ND	ND	ND	ND	ND	13	16	28	37	37	28		
Water - Avg Fire Hydrants Inspected Per Day	ND	ND	ND	ND	ND	55	41	41	41	32	11		
Sewer - Avg Manholes Inspected Per Month	ND	ND	ND	ND	ND	196	243	183	212	186	238		
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	0.0		
Free Irrigation Check-ups	ND	ND	ND	ND	660	515	933	1,260	1,193	1,592	373		
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	3.0		
Average Gallons Per Person Per Day	267.0	292.4	230.6	287.9	249.3	196.1	233.8	201.1	205.0	228.0	121.3		
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%	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	322		
Construction Fire Hydrant Meters Rented	130	161	162	178	1,198	1,826	1,963	1,395	928	1,077	285		
ROW Inspections													
Right of Way Permits Issued	832	505	724	1,694	1,220	1,176	1,127	695	680	1,183	742		
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	304		
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	5,910.2		
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	2,169.2		
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	256.1		
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	1,897.6		
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	5.9		
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	0.0		
*Cardboard (New Move-Ins) Tons	ND	ND	18.8	87.0	108.5	141.2	186.7	47.9	37.4	36.4	0.0		

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

COUNCIL STRATEGIC FOCUS		Performance measures		
Sustainable city				% Change
	Residential Services	**2012**	**2011**	
	# of households	37,162	35,702	4.09%
	Tonnage - trash	2,285.69	2,271.22	0.64%
	Tonnage -recycling	946.79	899.35	5.27%
	Lbs per household recycling	50.95	50.38	1.14%
	Lbs per household trash	123	127	-3.32%
	Diversion Rate (r vs t)	29.29%	28.37%	3.26%
	Commercial Services			
	Tonnage - trash	2,810.34	2,527.47	11.19%
	# Dumpster Accounts	745	633	17.69%
	# Compactor Accounts	75	67	11.94%
	# Commercial carts	153	147	4.08%
	# of roll offs	47	43	9.30%
	Lbs per cu yd (D)	70.4	60	17%
	Lbs per cubic yard (CO)	306	302	1%
	Construction Waste Services			
	# Accounts (Champion)	60	52	15.38%
	C & D Landfill Tonnage	1034.51	623.47	65.93%
	# of hauls per month (Champion)	108	73	47.95%
	# of hauls per month (IESI)	11	17	-35.29%
Public Health and Safety				
	# of participants hhw	324	224	44.64%
Infrastructure	Roadside litter pick up (hours cleaned)	79	11	618.18%
Civic Involvement				
	# of educational presentations	12	23	-48%
	# of citizens reached	53773	3800	1315%
	# of streets adopted	57	41	39%
	# of volunteer hours	167	60	178%
	Cost savings to City	$3,381.75	$1,215.00	178%
	# of participants chunk your junk/quarterly	825	585	41%
Excellence in City Government				
Call center work orders	Misc	664	848	-22%
	# of deliveries newcomer packets	339	309	10%
	# of deliveries - carts	97	92	5%
	Total	1100	1249	-12%
Long Term Financial Health				
	Used Cardboard Sales	$333.15	$636.65	-47.67%

Benchmarks

55 lbs per household - start of singlestream program, August 2004

EPA - Waste per person per day = 4.4 lbs, calculaton based on 2.89 persons per single family household

Plano Commercial services - 88 lbs per cubic yard (D) 447 (CO)

Construction waste services - 8 tons

Abbreviations (Recy) Recycling (t) Trash, (D) Dumpster (CO) Compactor, (Cu yd) cubic yard.

AGENDA ITEM #9.

TEXAS' RISING STAR
FRISCO
CONVENTION & VISITORS BUREAU

EXECUTIVE DIRECTOR/STAFF REPORT: March 2012

- **Visitor Guide Fulfillments** Mail: **920** e-Brochures: **0** Downloads: **10**
  - March 2011: Mail: **1296** e-Brochures**: 0** Downloads: **31**
  - Tour Texas – 162
  - Southern Living – 612
  - Texas Monthly – 146
  - Tour Texas PDF Downloads – 10
- **Convention Groups Serviced**:
  - Alliance Hockey
  - Mary Kay
  - Southwest Fire Rescue
  - TAHPERD
  - Peterbilt
  - SWEMA
  - TX Prima
  - Johnny Tan Event
- **Site Inspections:**
  - Emotional Wellness, Inc.
  - Tx Assn of Sports Officials
  - Women's Barbershop Chorus
  - Women of Faith
  - Prestonwood Baptist
  - Protocolo Events – Catholic Diocese
  - Baptist General Convention of Texas
  - Group Dynamix
  - Corepoint Health
  - Capital One (Admins)
  - Crossmark
  - Enhance
- **Meetings/Events Attended**:
  - Sports Business Journal re: advertising
  - Town Hall
  - GM Quarterly Meeting
  - Collin County Shopping Co-op
  - Dealey Creative Meeting

  - DFWAE Luncheon
  - Collin County Hospitality Advisory Board
  - RCMA Client Luncheon
  - Wayfinding Meetings
  - Collin County Day in McKinney
  - Dinner w/EDC Clients
  - DFWATC Sports Alliance
  - Learn at Lunch, Topic: Cold Calling
  - Game Day Inc., re: Upcoming Football Event at FCD Stadium
  - Webinar “Holding Others Accountable” w/Positive Results
  - Selling Essentials, Conference Call
  - Helms Briscoe Sales Mission
  - Tentative Account Review (Sales)
  - Small Market Meeting, re: Article
  - Michael Gagnon w/SWEMA
  - Shop Frisco Savings Meeting
  - DFWATC Sales Committee
  - TX PRIMA Vendor Meeting, re: Upcoming Conference
  - MPI Monthly Chapter
  - Capitol One Admin Luncheon
- **Presentations:**
  - Monthly Report to City Council
  - New Employee Orientation
  - Gearbox Orientation
- **Sales Missions/Travel**:
  - DFWATC Market Place – Grapevine, TX
- **Special Projects/Events**
  - Cirque du Soleil “Quidam” Client Event (March)
  - Appointments for Austin Sales Calls & NASC (April)
  - Supervisor Academy
  - Client Baseball Event Preparations (April)
  - Promotional Items
  - MINT, TXMET & IDSS Updates

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	2,289	8	2,258	6	14,908	3,842	4,657	12,884	5,207	1,002	2,256	5,403
March	1,870	5	742	5	10,522	2,015	5,935	5,236	3,292	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	**18,396**	**57**	**19,522**	**66**	**62,912**	**70,162**	**63,504**	**48,473**	**39,921**	**25,290**	**36,981**	**31,165**

Projected Economic Impact of Business Turned Definite

	FY12	FY11	FY10	FY09
October	$ 7,829,406	$ 1,845,499	$ 1,561,928	$ -
November	7,420,499	1,940,336	62,000	70,183
December	1,688,565	2,862,666	2,755,540	1,860,006
January	2,470,529	892,165	6,593,670	358,000
February	2,314,630	1,732,634	1,345,565	206,120
March	4,526,175	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	26,249,804	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

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			41,972	931	42,903	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**	
2011 - 12 Fiscal Year-to-Date Print/Electronic Values			**171,352**	**227,789**	**399,141**	**767,796**

	Column Inches:	Publicity Value:
NEWSPAPER:		
Dallas Morning News		
"Movers Head North with Historic Railroad Structure/MAR/ Half value	56.00	$ 18,200.00
"Community Calendar / Heritage Center Bridal Show"	1.00	$ 650.00
Times Record News		
"DFW Events / Arts in the Square"	1.00	$ 38.91
Celina Record		
"Morgan Fuels USA Comeback / Women's Nat'l Soccer Team"	45.00	$ 478.80
McKinney Courier Gazette		
"Morgan Fuels USA Comeback / Women's Nat'l Soccer Team"	45.00	$ 495.00
Little Elm Journal		
"Morgan Fuels USA Comeback / Women's Nat'l Soccer Team"	45.00	$ 451.80
Frisco Enterprise		
"Morgan Fuels USA Comeback / Women's Nat'l Soccer Team"	45.00	$ 909.00
MAGAZINE:		
Connect		
"It's Texas Y'All / Frisco"	12.00	$ 3,400.00
Frisco Style Magazine		
"Lights, Camera, Action / Film Friendly Frisco / Cover & Cover Story"	320.00	$ 17,348.80
Total Print		**$ 41,972.31**
ONLINE		
DallasNews.com		
"A Towering Task for Father & Son Movers / MAR"	1.00	$ 200.00
DallasNews.com/FriscoBlog		
"Griffins Rugby Season Finale"	1.00	$ 200.00
"Personal Success Begins at Home / Conference"	1.00	$ 200.00
FriscoOnline.com		
"You Be the Tour Guide Photo Contest"	1.00	$ 150.00
NeighborsGo.com		
Nat'l School Foundation Association Conference"	1.00	$ 150.00
PegasusNews.com		
"Frisco's First Food Truck Festival / Frisco strEATS"	1.00	$ 31.00
TELEVISION		
Total Electronic		**$ 931.00**
TOTAL PUBLICITY		**$ 42,903.31**

AGENDA ITEM #10.

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: **April 17, 2012**

Subject: **Fire Department Monthly Report on Incident Response and Educational Activities, March 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 March 2012 is below:

1. ***Incident Analysis*** –

- *March 2012* – The Fire Department responded to 671 calls during the month of March, including 3 Structure Fires resulting in $12,200 in damages, 3 Vehicle Fires resulting in $67,136 in damages, 356 emergency medical calls and 78 motor vehicle accidents.

	Alarm Type	Total Alarms	% of Total Alarms
1	Structure Fires	3	0.45%
2	Vehicle Fires	3	0.45%
3	Grass Fires	0	0.00%
4	Smoke / Alarm Investigation	97	14.46%
5	Motor Vehicle Accidents	78	11.62%
6	Medical Calls	356	53.06%

FRISCO FIRE DEPARTMENT

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	Alarm Type (Continued)	Total Alarms	% of Total Alarms
7	Mutual Aid (Fire)	4	0.60%
8	Mutual Aid (EMS)	2	0.30%
9	Other	128	19.08%
10	**Total Monthly Alarms**	**671**	**100.00%**

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

- *March 2012* – 248 fire safety inspections and 195 SAFER plans were completed in March 2012. 155 new construction inspections were performed by the Fire Marshal's Office in March.

3. ***Response Time Analysis*** –

- Average monthly response times for March by District:

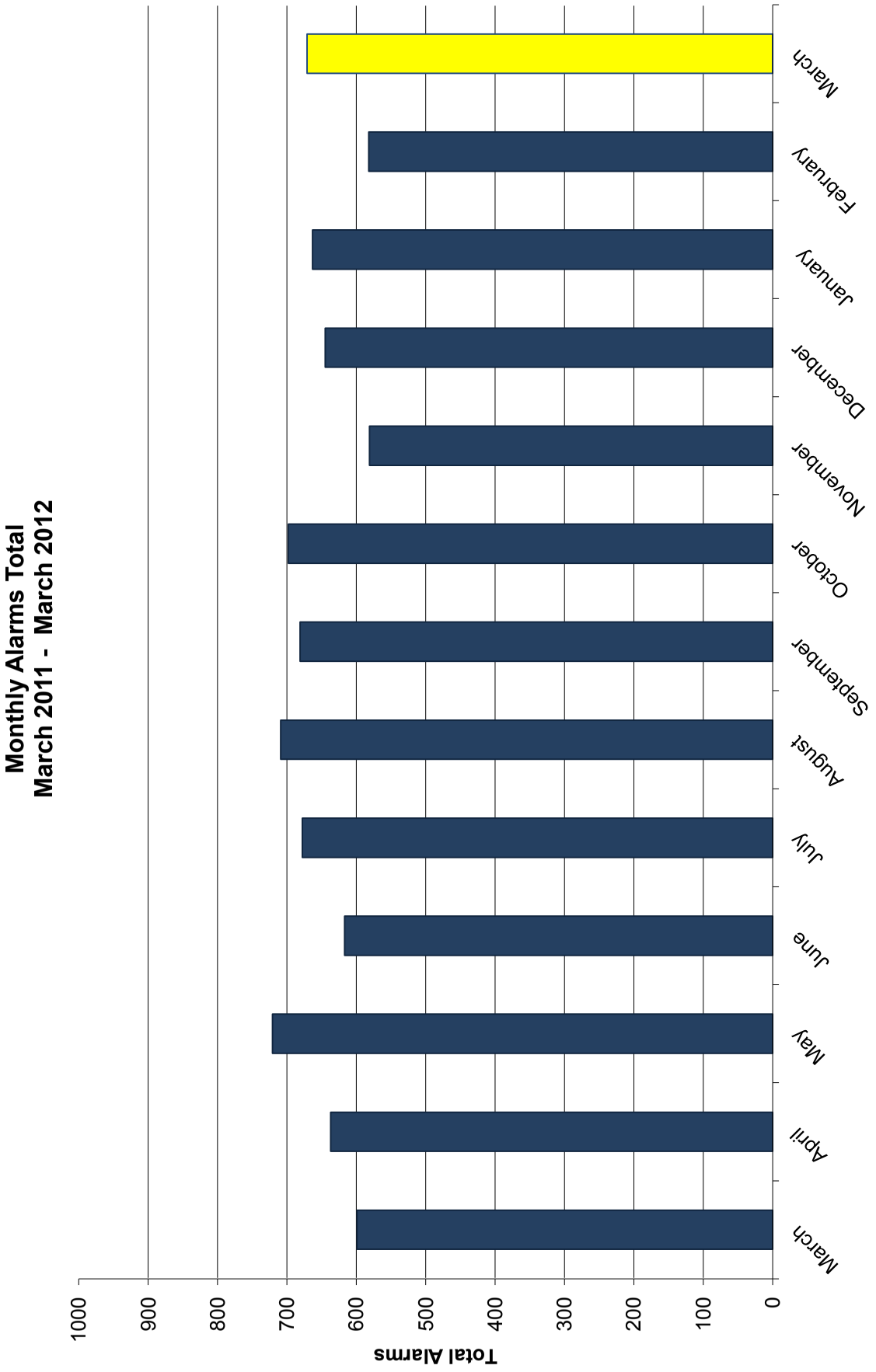
1	District 1	5:01
2	District 2	4:29
3	District 3	4:49
4	District 4	5:55
5	District 5	5:07
6	District 6	4:42
Overall Average Response Time, City		**5:00**

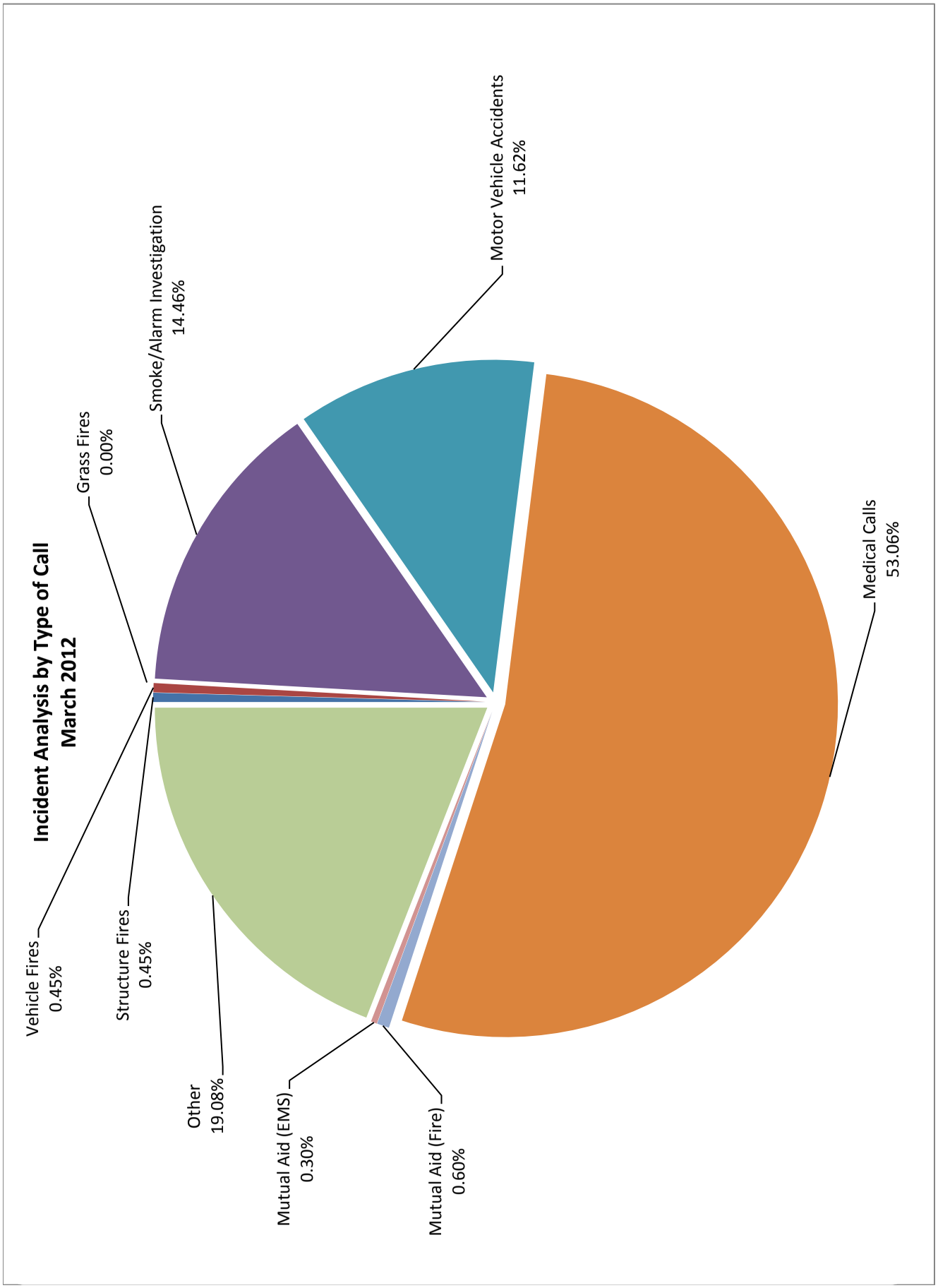
Supporting Documents: Supporting documents include the following items:

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

Frisco Fire Department Monthly Summary
March 2011 - March 2012

	Structure Fires	Vehicle Fires	Grass Fires	Smoke/Alarm Investigation	Motor Vehicle Accidents	Medical Calls	Mutual Aid (Fire)	Mutual Aid (EMS)	Other	Total Alarms
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
March	**3**	**3**	**0**	**97**	**78**	**356**	**4**	**2**	**128**	**671**
2011-2012 Grand Totals	20	31	43	1207	990	4143	65	26	1957	8482


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


Incident Analysis by Type of Call
March 2012
Medical Calls
53.06%
Motor Vehicle Accidents
11.62%
Smoke/Alarm Investigation
14.46%
Grass Fires
0.00%
Vehicle Fires
0.45%
Structure Fires
0.45%
Other
19.08%
Mutual Aid (EMS)
0.30%
Mutual Aid (Fire)
0.60%

Frisco Fire Department Incident Analysis March 2001 - March 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	**4**	**5**	**7**	**274**	**227**	**979**	**10**	**6**	**404**	**1916**

FRISCO
FRISCO FIRE DEPARTMENT

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

FRISCO FIRE

Frisco Fire Department Public Education Summary

March 2012

Frisco Fire Department	Number	Students
Fire Station Tours	21	168
Birthday Party	26	740
CFA	2	38
CERT	1	12
Frisco Fire Safety Town	**Number**	**Students**
Frisco Fire Safety Town Educational Tours	81	329
Frisco Fire Safety Town Programs	44	1,830
Community Education Event	**Number**	**Students**
➢ Town Hall Meeting (25) ➢ Eggstravaganza (200) ➢ Public Education @ 4900 Legendary (78) ➢ Public Education @ Stonebriar Comm. Church (68) ➢ Public Education @ Clark Middle School (6) ➢ Public Education @ Preston Trl. Comm. Church (8) ➢ Public Education @ Bacchus Park (200) ➢ Public Education @ Hillcrest Day School (31) ➢ Deliver Easter Bunny To Kroger (110)	9	726
Total Audience		3,843

Frisco Fire Safety Town Received "Municipal Traffic Safety Award"



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: **4/13/2012**
Re: **Monthly Report - March 2012**

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

Comparative Data:
March Uniform Crime Index Offenses increased slightly from February, however, since March had two more days, it is statistically insignificant. When compared to the same time last year, there is a slight increase of 0.44 percent or three incidents.

Report Analysis:
There were 47 assaults reported; 28 incidents involved family violence.

Overall, burglaries increased by two incidents; habitation burglaries increased by six incidents while building burglaries decreased by four.

Of the 18 habitation burglaries reported, force was used to gain entry in eight homes. Four homes were entered through an open garage door. Five homes had no signs of forced entry so it is unknown how entry was made. Ten of the 18 buildings burglarized were in construction sites; the rest were active businesses.

Burglaries of Motor Vehicles increased by 11 incidents. Of the 39 burglaries reported, 27 occurred at residential locations and 12 occurred in the parking lots of apartment complexes and retail or commercial areas. At the residential locations, one vehicle was entered by force, 22 were left unlocked, and it is unknown how entry was made in four vehicles. In the parking lots, seven vehicles were broken into, four were left unlocked and one vehicle had no signs of forced entry so it is unknown how the burglar entered.

Supporting Documents:
FPD statistics for March 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
March 2012
PART 1 OFFENSES

POPULATION DATA	
March-11	120,600
March-12	126,322

	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	**0**	**1**	**-1**	**-100.00**	**4**	**0.03**	**1**	**0.01**	**3**	**300.00**
Robbery	**3**	**1**	**2**	**200.00**	**5**	**0.04**	**4**	**0.03**	**1**	**25.00**
Individual	1	0	1	*NC	1	0.01	3	0.02	-2	-66.67
Business	2	1	1	100.00	4	0.03	1	0.01	3	300.00
Assaults	**47**	**39**	**8**	**20.51**	**137**	**1.08**	**150**	**1.24**	**-13**	**-8.67**
Aggravated	2	4	-2	-50.00	13	0.10	18	0.15	-5	-27.78
Other Assaults	45	35	10	28.57	124	0.98	132	1.09	-8	-6.06
Burglary	**36**	**34**	**2**	**5.88**	**117**	**0.93**	**123**	**1.02**	**-6**	**-4.88**
Habitation	18	12	6	50.00	48	0.38	42	0.35	6	14.29
Building	18	22	-4	-18.18	69	0.55	81	0.67	-12	-14.81
Theft	**148**	**146**	**2**	**1.37**	**426**	**3.37**	**408**	**3.38**	**18**	**4.41**
Burglary Vehicle	39	28	11	39.29	108	0.85	105	0.87	3	2.86
Burglary Coin-Op Machine	0	0	No Change	*NC	0	0.00	4	0.03	-4	-100.00
Thefts	103	112	-9	-8.04	303	2.40	270	2.24	33	12.22
Motor Vehicle Theft	6	6	No Change	0.00	15	0.12	29	0.24	-14	-48.28
TOTAL OFFENSES	**234**	**221**	**13**	**5.88**	**689**	**5.45**	**687**	**5.70**	**2**	**0.29**

***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	119	104	15	14.42	342	2.71	328	2.72	14	4.27
Injury Accidents	80	47	33	70.21	184	1.46	126	1.04	58	46.03
Number Transported	68	39	29	74.36	155	1.23	85	0.70	70	82.35
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	4,952	4,333	619	14.29	13,806	109.29	14,502	120.25	-696	-4.80
Citations*	2,054	2,531	-477	-18.85	6,622	52.42	3,865	32.05	2757	71.33
Red Light Camera Summons	445	510	-65	-12.75	1,391	11.01	20	0.17	1371	6855.00
9-1-1 Calls	3,839	3,563	276	7.75	11,256	89.11	10,820	89.72	436	4.03

**Speeding: 1,005; Red Light: 16; Stop Sign: 74*

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	624	684	-60	-8.77	1,948	15.42	1,912	15.85	36	1.88
Cases Cleared	892	947	-55	-5.81	2,878	22.78	2,902	24.06	-24	-0.83
Cases Inactive	222	214	8	3.74	719	5.69	806	6.68	-87	-10.79
Cases Unfounded	16	20	-4	-20.00	48	0.38	34	0.28	14	41.18
Cases Filed (Collin County)	106	137	-31	-22.63	362	2.87	367	3.04	-5	-1.36
Juvenile Cases Filed (Collin)	28	13	15	115.38	58	0.46	70	0.58	-12	-17.14
Cases Filed (Denton County)	26	21	5	23.81	74	0.59	60	0.50	14	23.33
Juvenile Cases Filed (Denton)	5	2	3	150.00	8	0.06	3	0.02	5	166.67

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	27	22	5	22.73	71	0.56	76	0.63	-5	-6.58
Adult Arrests	221	231	-10	-4.33	708	5.60	579	4.80	129	22.28

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	**2**	**0**	**2**	***NC**	**4**	**0.03**	**9**	**0.07**	**-5**	**-55.56**
Aggravated	0	0	No Change	*NC	0	0.00	1	0.01	-1	-100.00
Other Assaults	2	0	2	*NC	4	0.03	8	0.07	-4	-50.00
Burglary	**0**	**0**	**No Change**	***NC**	**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	0	No Change	*NC	2	0.02	0	0.00	2	*NC
Theft	**13**	**7**	**6**	**85.71**	**23**	**0.18**	**39**	**0.32**	**-16**	**-41.03**
Burglary Vehicle	0	0	No Change	*NC	0	0.00	3	0.02	-3	*NC
Burglary Coin-Op Machine	0	0	6	85.71	0	0.00	0	0.00	No Change	-36.11
Thefts	13	7	6	85.71	23	0.18	36	0.30	-13	-36.11
Motor Vehicle Theft	0	0	**No Change**	***NC**	0	**0.00**	0	**0.00**	**No Change**	***NC**
Runaway	0	0	**No Change**	***NC**	1	**0.01**	0	**0.00**	**1**	***NC**
Other	**6**	**3**	**3**	**100.00**	**13**	**0.10**	**11**	**0.09**	**2**	**18.18**
Drug/Alcohol Offenses	2	2	No Change	0.00	7	0.06	5	0.04	2	40.00
Criminal Mischief/DOC	0	0	No Change	*NC	0	0.00	0	0.00	No Change	*NC
Other	4	1	3	300.00	6	0.05	6	0.05	No Change	0.00
Warrants	4	3	**1**	**33.33**	14	**0.11**	2	**0.02**	**12**	**600.00**
TOTAL CHARGES*	**21**	**10**	**11**	**110.00**	**57**	**0.45**	**61**	**0.51**	**-4**	**-6.56**
# Juvenile Custodies	21	10	11	110.00	43	0.34	42	0.35	1	2.38
# Juvenile Curfew Contacts	11	2	9	450.00	15	0.12	3	0.02	12	400.00
# Juvenile Curfew Citations	11	1	10	1000.00	13	0.10	16	0.13	-3	-18.75

RESPONSE TIME FOR EMERGENCY CALLS FOR SERVICE

CALL TYPE	MONTHLY				YEAR TO DATE			
	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	81	0:07:05	71	0:07:19	0:07:02	0:07:29	-00.27	-6.02
Fight in Progress	6	0:03:34	6	0:01:38	0:03:19	0:03:45	-00.25	-11.28
Major Vehicle Accident	72	0:07:38	64	0:07:02	0:07:52	0:07:11	0:00:41	9.44
Robbery Alarm	18	0:05:50	27	0:05:59	0:06:06	0:06:53	-00.48	-11.53
TOTALS	**177**	0:07:04	**168**	0:06:47	0:07:03	0:07:10	-00.07	**-1.67**

RESPONSE TIME FOR NON-EMERGENCY CALLS FOR SERVICE

CALL TYPE	MONTHLY				YEAR TO DATE			
	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	13	0:12:21	18	0:35:15	0:23:58	0:18:37	0:05:21	28.74
Burglary of Home	12	0:16:16	12	0:18:50	0:13:55	0:11:16	0:02:39	23.52
Burglary of Vehicle	37	0:20:28	32	0:13:47	0:15:51	0:11:41	0:04:10	35.68
Deliver Message	1	0:16:07	2	0:15:43	0:17:36	0:13:08	0:04:28	34.01
Criminal Mischief	73	0:12:30	86	0:06:51	0:12:35	0:14:19	-01:44	-12.11
TOTALS	**136**	0:15:01	**150**	0:12:49	0:15:14	0:13:34	0:01:40	**12.28**

AGENDA ITEM #12.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **April 12, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

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

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

The Veterans' Committee held its job fair on April 4th.

AGENDA ITEM #13.

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, APRIL 03, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present (arrived 5:25 p.m.)
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:03 p.m. with a quorum present and Tim Nelson and John Keating absent.

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

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager Ron Patterson; City Attorney Richard Abernathy; City Secretary, Jenny Page; Assistant's to the City Manager Ben Brezina and John Eaglen; FEDC President Jim Gandy; Library Director, Shelley Holley; Parks and Recreation Director,

Rick Wieland; Director of Administrative Services, Tom Johnston; Engineering Director, Paul Knippel; Development Services Director, John Lettelleir; and Assistant Police Chief John Bruce.

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 5:04 p.m. Bob Allen seconded the motion.

Passed

Vote: 4 – 0
For: Pat Fallon, Scott Johnson, Bob Allen, Jeff Cheney;
Against: (None)

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

i. Receive legal advice concerning legal issues regarding Exide and lead issues.
ii. Receive legal advice concerning the Attorney General's ruling relating to Mr. Jim Mallett's request for public information.

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 Michael Drewry (Municipal Judge).

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, including but not limited to:

John Keating arrived at 5:25 p.m. while Council was in Closed Session.

Councilmember Keating moved to reconvene into Regular Session at 7:03 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso announced that there was no action to take as a result of Closed Session and skipped to the Invocation and Pledges of Allegiance.

A. Consider and possibly act to authorize filing a lawsuit against the Attorney General in Travis County regarding its decision relating to Mr. Mallett's request for public information and authorizing the City Manager to execute any and all documents related thereto.

Mayor Maso spoke for the Council and stated that a Public Information Request had been submitted by Mr. James Mallett requesting information regarding Exide. The Attorney General had returned an opinion that stated some of the information should be released which the Council and the City's Attorney felt could jeopardize attorney/client privileged information. Council is passionate about protecting the citizen's public safety, health, and welfare and felt the correct course of action to challenge the Attorney General's opinion if the information would harm the City's legal position. Council had discussed in Closed Session and was prepared to move forward.

Mayor Maso explained that if a lawsuit was going to be filed, it needed to happen before the end of the week or the information would have to be released. He asked if anyone would like to make a motion or if no one wanted to share any additional information, should the Council move on to the next item.

After discussion on whether a motion to deny filing a lawsuit should be made or take no action, Pat Fallon made a motion to deny filing a lawsuit. After more discussion on procedure, Council asked for an opinion from the City Attorney. Mr. Abernathy was not in the Chamber at the moment and Mayor Maso suggested returning to the item when Mr. Abernathy returned.

INVOCATION

Brandon Burden of Kingdom Life International led the invocation.

PLEDGE OF ALLEGIANCE

Deputy Mayor Pro Tem Scott Johnson led the United States and Texas Pledges of Allegiance.

Mayor Maso stated that he had inadvertently skipped Item 3A and moved back to 3A.

PROCLAMATIONS

4. Sexual Assault Awareness and Prevention Month

Gayle Smith, Executive Development Director of the Turning Point (Rape Crisis Center of Collin County) was present to accept a Proclamation designating April 2012 as Sexual Assault Awareness and Prevention Month.

Mayor Maso moved back to Item 3A and asked Mr. Abernathy's opinion on procedure. City Attorney Richard Abernathy stated that if Council did not want to take affirmative action they did not have to take any action if they did not wish to do so. Pat Fallon withdrew his motion to deny.

Mr. Abernathy said that the City will produce information with redactions as stated in the Attorney General's opinion and release the rest of the information. Mr. Abernathy stated that it is not uncommon for cities to disagree with the opinions and file lawsuits to require a second review since there was no other route to accomplish another review other than to file a lawsuit. Frisco has done so in the past. Bob Allen asked if information that was not responsive to Exide would be redacted from the attorney/client work product. Mr. Abernathy stated that this was accurate but we would produce responsive information that has been requested and any information that the Attorney General has said could be redacted because of attorney/client work product will be redacted.

Mayor Maso returned to Item 5.

REPORTS

5. Recognition of Parks and Recreation National Accreditation

Due to today's storms and wet weather, the Parks Department has been extremely busy and the recognition will be postponed to a future meeting for proper recognition of the department.

6. Mayor's Youth Council

Mayor Maso reported on the Youth Council activities for the previous quarter. Chaz Zemanek introduced himself as the president of the Mayor's Youth Council and gave an update on upcoming activities.

7. Veterans Advisory Committee

Chairman Lee Myrben and members Gerald Perrin, Herman Hill, and Cliff Sosamon reported on upcoming activities.

Mayor Maso moved to Citizen Input at 7:33 p.m.

8. Library report on usage and programming activities

Director of Library Services Shelley Holley reported on usage and programming activities for the month of February.

9. 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 responded to Mr. Keating's question about wells that are being drilled at city parks by reporting that three wells were progressing well and planned for completion in June.

10. 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 March. Mr. Knippel added that the first Flashing Yellow Arrow signal has been installed at Rolater and working well. Parkwood and Lebanon will be installed tomorrow. Kayser Way and Main Street is under construction and estimated construction time is 90 days.

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

Legislative Committee – no report

Governance Committee – no report

Budget and Audit - no report

Mayor Maso asked that the Frisco Square Management District board be added to the reports.

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

No one wished to speak.

Mayor Maso introduced Mr. Brian Fallon who was in the audience and then returned to Item 8.

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.)

Pat Fallon moved to approve the Consent Agenda. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

12. Consider and act upon approval of the March 20, 2012 regular City Council meeting minutes. (CSO/JP)

13. Consider and act upon approving a Resolution authorizing the City Manager to execute an agreement by and between the City of Frisco and Peloton Land Solutions, LLLP, for design services and preparation of construction documents for Taychas Trail, Phase 2. (Parks / JED) **Resolution 12-04-70R**

14. Consider and act on a Resolution approving the terms and conditions of a grant application to the North Central Texas Council of Governments and Homeland Security Urban Areas Security Initiative (UASI) for funding the purchase of a Hostage Negotiator Vehicle and authorizing the submission of the grant application by the City Manager or his designee. (Police/GW) **Resolution 12-04-71R**

15. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 5.0± acres in the MEP & PRR Company No. 5 Survey, Abstract No. 941, Denton County, Texas, generally located on the south side of Gloryview Road, 1,300± east of Teel Parkway. Neighborhood #52. Annexation Case A12-0003. (Development Services/MW) **Resolution 12-04-72R**

16. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 363.4± acres in the Samuel Whittenberg Survey, Abstract No. 1510; the J.L. Saling Survey, Abstract No. 1675; the J. Bates Survey, Abstract No. 1620; the A.W. Robertson Survey, Abstract No. 1487; the F. Hawkins Survey, Abstract No. 582; and the W.P. Bates Survey, Abstract No. 73, Denton County, Texas, generally located on the south side of

US Highway 380, 1,150± east of FM 423. Neighborhood #51. Annexation Case A12-0004. (Development Services/MW) **Resolution 12-04-73R**

17. Consider and act upon adoption of a Resolution setting Public Hearings on a proposed voluntary annexation of 2,816.04± acres in the Collin County School Land Survey, Abstract No. 148; the B.J. Naugle Survey, Abstract No. 669; the C. Rogers Survey, Abstract No. 1133; the W. Bates Survey, Abstract No. 90; the W. Bates Survey, Abstract No. 83; the MEP & PRR Survey, Abstract No. 921; the MEP & PRR Survey, Abstract No. 941; the C. Jackson Survey, Abstract No. 665; the Samuel Whittenberg Survey, Abstract No. 1510; the C. Jackson Survey, Abstract No. 665; the L. Neatherly Survey, Abstract No. 962; the L. Landrum Survey, Abstract No. 764; the J. Hogue Survey, Abstract No. 1714; and the C.L. Smith Survey, Abstract No. 1185, Denton and Collin Counties, Texas, generally located north of Panther Creek Parkway, south of US Highway 380, between FM 423 and Preston Road. Neighborhood Nos. 3, 48, 51, 52, & 53. Annexation Case A12-0005. (Development Services/MW) **Resolution 12-04-74R**

18. Consider and act upon approval of a purchase order to L3 Communications for purchase of fifteen (15) Police vehicle DVR system upgrades. (Police/TJ)

19. Consider and act upon approval of a purchase order with Sigma Solutions for NetApp storage system yearly maintenance. (IT/TJ)

20. Consider and act upon approval of a Resolution authorizing the City Manager to execute an Impact Fee Agreement with Yeager Properties, Inc. (CMO/RP) **Resolution 12-04-75R**

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

LEGISLATIVE AGENDA

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

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

Passed

Vote: 5 – 0

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

22. Consider and act upon adoption of an Ordinance for a Specific Use Permit for a Big Box Retail Development on 6.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road. Zoned Commercial-1. Neighborhood #29. Case No. SUP12-0001 (Development Services/RC) **Ordinance 12-04-17**

23. Consider and act upon adoption of an Ordinance on the voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53. Annexation Case A12-0002. (Development Services/MW) **Ordinance 12-04-18**

REGULAR AGENDA

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, and retail center. (CMO)

Assistant City Manager Ron Patterson presented a Development Agreement for road improvements at the corner of John Hickman and Preston to accommodate a new Academy Sports and Outdoors. FEDC will help with funding.

Bob Allen moved to approve 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, and retail center. Scott Johnson seconded the motion.

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

25. Consider and act on the reappointment of Gary Downey to the North Texas Municipal Water District Board (NTMWD). (CMO/HH)

Deputy City Manager Henry Hill recommended Mr. Downing for the NTMWD board commenting that he has served for many years.

Pat Fallon moved to approve the reappointment of Gary Downey to the North Texas Municipal Water District Board. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

26. Discussion of Richwoods Subdivision' petition for Frisco Police patrol and traffic enforcement in their gated community and give staff direction. (Police/JB)

Assistant Police Chief John Bruce addressed Council with information regarding enforcement of traffic laws on private streets in the Richwoods Subdivision gated community. The community is requesting that no additional fees be charged for the enforcement and will agree to install signage and comply with all state regulations at the development's expense that is required and meeting all codes with the addition of decorative post. Chief Bruce will bring back the petition at the next meeting with an ordinance.

John Papagolas, 5225 Village Creek Drive, Suite 300, Plano, Texas, and developer for the subdivision, spoke in support of the petition and was available for questions.

Mayor Maso stated that Council needed to return to Closed Session before discussing Item 27 and would move on to Item 28 first.

27. Discuss lease terms of city property to Premier Vertical Properties for construction and operation of a cell tower. (CAO/RA)

After discussion in closed session, Council took no action and asked for more information for next meeting

28. Consider and act upon adoption of a Resolution approving of a list of roadway projects to be submitted to Collin County and the Regional Transportation Council for Regional Toll Revenue funding. (Engineering/JB)

Engineering Services Director Paul Knippel reported that as a result of cost savings on completed construction projects and interest earned on the funds in the RTR account, additional funding may be available from the RTC for projects in Collin County. Collin County has requested that cities submit project information for projects that they would like considered for funding. The following project list and funding is proposed:

- **Coit Road** from Panther Creek Pkwy to US 380: $4,720,000
- **Dallas Parkway 3rd lane** from SH 121 to Eldorado Pkwy: $11,878,000
- **John Hickman Parkway** from Dallas Pkwy to Preston Rd: $2,650,000

- I**ntersection Improvements on Ohio Drive** (Roundabouts on Ohio Dr at Gaylord Pkwy and Warren Pkwy): $799,000
- **Rockhill Road** from County Road 26 to Preston Rd: $12,945,000
- **US 380** from Collin County Line to Coit Rd: $9,000,000 ($78 million RTR funds currently allocated to this project. Additional funds needed to complete project).

He added that our submittal to RTC does not mean they will be approved.

John Keating moved to approve adoption of a Resolution approving of a list of roadway projects to be submitted to Collin County and the Regional Transportation Council for Regional Toll Revenue funding. (Engineering/JB). Pat Fallon seconded the motion. **Resolution 12-04-76R**

Passed

Vote: 5 – 0

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

Against: (None)

29. Discuss and give staff direction concerning sale of property located just southeast of the City Hall parking garage. (CMO)

Deputy Mayor Pro Tem Johnson stepped down from the dais due to a conflict of interest. The Conflict of Interest Affidavit is available for viewing in the Office of the City Secretary.

Mr. Purefoy asked Council for approval to bid the property located on Church Street for sale and Council agreed.

Deputy Mayor Pro Tem Johnson returned to the dais.

Pat Fallon moved to enter Closed Session at 8:10 p.m. to continue discussion on items from the first Closed Session and Item 27. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Pat Fallon moved to reconvene into Regular Session at 8:59 p.m. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

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

- Discuss signage and traffic enforcement in advance with developers as a standard practice.
- More information on Item 27 – cell tower leases.
- Frisco Square Management District update to monthly reports.

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

Deputy Mayor Pro Tem Scott Johnson gave the Council a grade of "Well Done".

ADJOURN

Pat Fallon moved to adjourn at 9:01 p.m. John Keating seconded the motion. Passed

Vote: 5 – 0

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

AGENDA ITEM #14.

Frisco Fire Department
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

From: **Paul Siebert, Assistant Fire Chief**
Jean May, Emergency Management Specialist

Date: **April 17, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to submit two (2) State Homeland Security Grant Applications to the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), Urban Area Security Initiative (UASI) and Citizens Corps Program (CCP)**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to submit two (2) State Homeland Security Grant Applications, totaling $73,820, to the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), Urban Area Security Initiative (UASI) and Citizens Corps Program (CCP).

Background Information: Frisco Fire Department requests approval to submit two (2) grant applications to DHS and FEMA:

UASI

This Project allows for the purchase of weather stations to place at each Fire Station throughout the City. The weather stations include multiple data references such as temperature, wind and humidity as well as provide weather data directly to our displays within the stations and over the internet which can be accessed by all citizens and responders via the web. The weather stations include cameras that allow for a real-time view of the weather activity which can be viewed by the internet for anyone in the community. The cameras are controlled by personnel in the Emergency Operations Center (EOC). With this information decision makers in the EOC can identify weather hazards as they enter and transition across the City. The

information can also be obtained by other cities as they monitor weather situations moving towards their location. This grant application totals $72,500 and includes equipment cost and installation. The City will be responsible for the maintenance of the units. The two (2) current units at Frisco Fire Station No. 3 and Frisco Fire Safety Town (a cooperative site with WFAA) have required only minor maintenance since their installation.

CCP

This Project allows for the purchase of Community Emergency Response Team (CERT) equipment to be distributed to graduates of the program. This equipment is used in both live incidents and training scenarios. In order to supply adequate personal protective supplies, additional helmets, goggles, masks and gloves will be purchased for participants in this program. It will also allow for some equipment to be stored at the Central Fire Station for use in disaster deployments. This grant application totals $1,320.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The total Project cost for both grant applications is $73,820; there are no City matching funds required of the City in order to receive this funding.

Legal Review: The City Attorney has reviewed and approved the Resolution as to form and legality.

Supporting Documents: Supporting Documents include the following items:

- Copy of the Resolution;
- Copy of the UASI Grant Application;
- Copy of the CCP Grant Application.

Staff Recommendation: Staff recommends placement of this item on the April 17, 2012 City Council meeting agenda to consider and approve a Resolution authorizing the City Manager to submit two (2) State Homeland Grant Applications to the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), Urban Area Security Initiative (UASI) and Citizens Corps Program (CCP). Please contact Fire Chief Mack Borchardt at (972) 292-6310 or firechief@friscotexas.gov, Assistant Fire Chief Paul Siebert at (972) 292-6340 or psiebert@friscotexas.gov or Emergency Management Specialist Jean May at jmay@friscotexas.gov if you have questions regarding this agenda item.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO SUBMIT AN APPLICATION FOR THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM; AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO SUBMIT AN APPLICATION FOR THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CITIZENS CORPS PROGRAM (CCP) GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to submit, on behalf of the City Council, the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) Urban Area Security Initiative (UASI) Grant Program in the amount of $72,500 ("UASI Grant Application"), and a copy of said Application is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: The City Manager of the City of Frisco, Texas is hereby authorized to submit, on behalf of the City Council, the United States Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) Citizens Corps Program (CCP) Grant Program in the amount of $1,320 ("CCP Grant Application"), and a copy of said Application is attached hereto as Exhibit "B" and incorporated herein for all purposes.

SECTION 3: This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this _____ day of _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

EXHIBIT "A"
(UASI Grant Application)

EXHIBIT "B"
(CCP Grant Application)

NCTCOG North Central Texas Council of Governments

FY12 Urban Area Security Initiative Grant

Thank you for submitting a proposal. Please print this page for your records.

CONTACT INFORMATION	
Jurisdiction/Agency	City of Frisco
Contact Name	Jean may
Contact Email	jmay@friscofire.com
Phone Number	972-292-6342
The project coordinator is the person that you would like us to contact in regard to this project	
Project Coordinator Name	Jean May
Project Coordinator Email	jmay@friscofire.com
Project Coordinator Phone Number	972-292-6342
Investment Justification Category:	
Community Preparedness	
Project Title:	
FY12 UASI City of Frisco Fire Department Weather Stations	
Identify if this Investment focuses on building new capabilities or sustaining existing capabilities.	Sustaining Existing Capabilities
Does this Investment require new construction or renovation, retrofitting, or modification of existing structures? (EHP Required)	No
Time period for completion of project:	9-12 Months
Project Management Step Involved:	Initiate
Provide a summary description of the project.	
This project will allow for the purchase of weather stations to place at each fire station throughout the City of Frisco. The weather stations include multiple variables and provide weather data directly to our displays within the stations as well as provide data over the internet which can be accessed by all citizens and responders via the web. The weather stations include cameras that allow for a real-time view of the weather activity which can be viewed via the internet for anyone in the community. With this information decision makers in the EOC can determine weather hazards as it is moving from one portion of the City to another. The information can also be obtained by other cities as they monitor weather situations moving towards their location.	
If this is a multi-jurisdictional project please list all participating jurisdicitons.	

n/a
Provide an explanation on the regional impact of this project.
Weather in North Texas is always changing and sometimes with little warning. North Texas is within the "Tornado Alley" therefore we have the potential for very severe weather. The weather station data is available to anyone who has access to the internet. The information the weather stations gather is valuable when making decisions on apparatus staffing, warnings issued to citizens, and overall awareness of the weather situation and how it can compromise critical infrastructures and key resources.
Explain the long-term approach to sustaining the capabilities developed by this project.
The City of Frisco will maintain maintenance on the stations. When there are problems with the data collection from the station an alert is emailed to system administrators. The City of Frisco IT department will then troubleshoot the system. If they are unable to find the issue a system technician is notified and comes out to the location.
Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2012 funds. List any major milestones, purchases, and training that has already been started or completed.
The City of Frisco has previously purchased two weather stations and has them in place at our Central Fire Station and our Fire Station 3. The stations allow us to view weather moving into the area and monitor its severity throughout the City. This will also be available to our citizens as an additional preparedness tool as well as all surrounding cities.
Describe the threats and hazards that create the need for the project:
The weather threat in North Texas has created the need for this project. At times it can be very unpredictable and severe. There is a need to be able to monitor multiple weather variables including wind speeds, rain amounts, and the visual of tornadic activity as it moves through the City.
The capability gap which will be addressed by the project:
The capability gap addressed by this project is "Enhance Emergency Operations Management". This project will enhance emergency operations management and communications to include Emergency Operations Center and mobile EOCs.
How will the project reduce the capability gap:
This project will reduce the capability gap by allowing all EOCs access to the information gathered by the weather stations. It will aid in their preparedness for a weather event as well as their response to the weather event.
What capability gap will this proposal address regarding the State Strategy?
Goal 3. Prepare to Minimize Damage Through Rapid, Decisive Response and Quickly Recover from Terrorist Attacks and Other Disasters. Objective 3.9. Maintain Effective Ways to Alert Local Leaders and the Public About All Hazards in Their Communities. Priority Action 3.9.3. Develop innovative means of using the public communication system to assist in public alert and information sharing for all hazards.
What capability gap will this proposal address regarding the UASI Strategy?
Goal 6. Enhance Emergency Operations Management

Objective 6.1. Enhance emergency operations management and communications to include Emergency Operations Centers, Mobile EOC's, and Mobile Communication Equipment.

Priority Action 6.1.1. Continue to evaluate and purchase software solutions and systems that facilitate information sharing and decision making during regional crisis events for incident management.

Please select applicable Core Capabilities and indicate amount of funding for each.

Core Capability	Funding Amount	Percentage of Total
Threat and Hazard Identification	$72,500.00	100.00%

☐ **Check if this project is law-enforcement oriented.**

☐ **Check if this project supports a fusion center.**

Enter the amount of funding for each category.

	Personnel	Planning	Organization	Equipment	Training	Exercise	M/A	Total
UASI	0.00	0.00	0.00	72,500.00	0.00	0.00	0.00	$72,500.00
LE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
Total	0.00	0.00	0.00	72,500.00	0.00	0.00	0.00	$72,500.00

You must include a specific breakdown by funding category. Provide detailed information on exactly what the funding will be used to purchase including what equipment will be purchased and which jurisdiction will maintain the equipment. Please provide current AEL codes for planned expenditures.

Personnel:

Planning:

Organization:

Equipment:

AEL Number: 04SN-01-PTMS AEL Title: Station, Portable Meteorological 5 digital weather displays 5 weather stations with pan-tilt and zoom high definition cameras Installation of the 5 weather stations

Training:

Exercises:

M&A:

List 3-5 milestones of this project, and then list the intended completion date for each milestone. Milestones should occur throughout the project.

	Intended Start Date:	10/01/2012
Milestone 1	Intended Completion Date:	10/15/2012

Determine the equipment specifications		
Milestone 2	**Intended Completion Date:**	01/31/2012
Identify a vendor with requested specifications.		
Milestone 2	**Intended Completion Date:**	02/28/2012
Receive proper approval for purchase of equipment		
Milestone 4	**Intended Completion Date:**	03/29/2012
Order equipment		
Milestone 5	**Intended Completion Date:**	09/27/2013
Receive and inventory equipment		
List specific performance outputs and outcome measures that will indicate this proposal is successful at the end of the FY2012 HSGP performance period and explain the long-term approach to sustaining the capabilities developed by this project.		
Output: Information gathering from all the weather stations while making decisions on response and warning of severe weather events. Outcome: Enhanced information sharing for citizen preparedness throughout the City and region regarding severe weather events approaching.		
☑ **Disclaimer:** I certify, by checking this box, that the information provided in this submission is accurate to the best of my knowledge. By checking this box, I am indicating that I am authorized to submit this project by my governing body. I also understand this project proposal serves as a request for consideration for grant funding; and, there is not a guarantee of award by submitting this request. I understand that if this project is funded I will complete all necessary actions listed in the grant sub-recipient agreement and special terms and conditions. I also understand that any variation to an approved project must be submitted through the formal change request process. Additionally, the change must be authorized by the UASI Executive Committee and should a change request be denied, funds can be reallocated to another project or jurisdiction. By accepting DFWA UASI funds,, your jurisdiction agrees to abide by the UASI Strategy. In addition, response to data calls and performance milestones may be required.		

NCTCOG
North Central Texas Council of Governments

FY12 Urban Area Security Initiative Grant

Thank you for submitting a proposal. Please print this page for your records.

CONTACT INFORMATION	
Jurisdiction/Agency	City of Frisco
Contact Name	Jean May
Contact Email	jmay@friscofire.com
Phone Number	972-292-6342
The project coordinator is the person that you would like us to contact in regard to this project	
Project Coordinator Name	Jean May
Project Coordinator Email	jmay@friscofire.com
Project Coordinator Phone Number	972-292-6342
Investment Justification Category:	
Community Preparedness	
Project Title:	
FY12 CCP City of Frisco Fire Department CERT Program	
Identify if this Investment focuses on building new capabilities or sustaining existing capabilities.	Sustaining Existing Capabilities
Does this Investment require new construction or renovation, retrofitting, or modification of existing structures? (EHP Required)	No
Time period for completion of project:	9-12 Months
Project Management Step Involved:	Initiate
Provide a summary description of the project.	
As a UASI City, Frisco's project this year is to continue to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response and recovery. With this project, the City of Frisco plans on continuing to offer the Community Emergency Response Team training free to all citizens whom reside or work in the City of Frisco. The City of Frisco will pay the CERT instructors with city funds as well as the organizer and manager of the program. Within this program, the FEMA guidelines for the class are observed and the participants are trained accordingly. Safety of the participants when responding to incidents is emphasized throughout the program. In order to assure a safe and effective community response team, the City of Frisco will secure additional materials for members to utilize in both live incidents and training scenarios. In order to supply adequate personal protective supplies, the City will purchase additional hats, goggles, masks, and gloves for our participants through this project. We strive to assure that	

each member has the correct personal protective supplies before they arrive on the scene of a live event diminishes the likelihood that they themselves will become a victim. This project will enhance the C.E.R.T. participants' preparedness from infections disease, bacteria and body substance isolation.

If this is a multi-jurisdictional project please list all participating jurisdicitons.

n/a

Provide an explanation on the regional impact of this project.

This project will have a regional impact. The City of Frisco has an existing Citizen Corps program which is a part of the Texas State Citizen Corps Council. By equipping our Community Emergency Response Team members with the appropriate items, they are prepared to respond to surrounding agencies in the time of need. There will also be a cache of equipment housed at the Central Fire Station for use as needed.

Explain the long-term approach to sustaining the capabilities developed by this project.

The City of Frisco is reaching its twenty-first teaching of the class. The City does plan on continuing to offer this learning opportunity for our citizens and hopes to broaden the participation into helping church groups, educational facilities, and large businesses form teams within their environment.

Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the Investment prior to the use of FY 2012 funds. List any major milestones, purchases, and training that has already been started or completed.

The City of Frisco currently has seventy-two active members of the Frisco Fire Department CERT team. In addition, numerous citizens have been trained and are capable of helping themselves, their families and their neighbors in time of disaster; however they chose not to be on the "activation" list. The City of Frisco Fire Department CERT team utilizes a local high school drama class to execute the moulage for the mock drill. Giving these teens the exposure to the CERT team incites an interest for future participants and gives them an understanding of the urgency to learn to be prepared. The CERT program is a continuous program offered by the City of Frisco Fire Department two times a year. All "Active" members are always notified of upcoming course sessions. They are encouraged to return for any sessions they would like additional training in. All books for the sessions are printed in house and placed in binders purchased with general funds from the Frisco Fire Department.

Describe the threats and hazards that create the need for the project:

The City of Frisco is acknowledged as one of the UASI cities. It has multiple mass gathering venues for sports events, concerts, multiple multi-million dollar businesses, etc. The City encompasses seventy-two square miles and currently we have six fire stations. A trained CERT team with necessary equipment and life-saving training will be invaluable if the City of Frisco was devastated by a disaster.

The capability gap which will be addressed by the project:

The capability gap this program will address is to enhance the citizen participation and preparedness. It is always a goal to have all the citizens who participate in the CERT program to become "Active" members of the City of Frisco Fire Department CERT Team. However, it is just as important to have numerous citizens trained in life-safety skills and disaster preparedness. After the eight-week program and the mock drill, citizens have the skills to positively react during a disaster.

How will the project reduce the capability gap:

This project will allow for more citizens to engage in a preparedness opportunity with no cost to them. Being able to offer the program free to citizens enhances the participation and reduces the citizen preparedness capability gap.

What capability gap will this proposal address regarding the State Strategy?

Terrorist Attacks and Other Disasters.

Objective 3.3. Maximize Response Capabilities by Expanding the Statewide Regional Response and Mutual Aid Network.

Priority Action 3.3.4. Expand the use of trained and vetted volunteers for state, regional, and local homeland security and response activities. Incorporate citizens and corporations into the volunteer scheme.

What capability gap will this proposal address regarding the UASI Strategy?

Goal 3. Enhance Citizen Participation and Preparedness

Objective 3.2. Enhance citizen preparedness and capabilities by expanding and sustaining Citizen Corps programs (CCP) and outreach in the North Central Texas region.

Priority Action 3.2.10. Promote involvement of CCP teams in local emergency operations plans and in filling capability gaps in emergency preparedness, response, recovery and mitigation.

Please select applicable Core Capabilities and indicate amount of funding for each.

Core Capability	Funding Amount	Percentage of Total
Community Resilience	$1,320.00	100.00%

☐ **Check if this project is law-enforcement oriented.**

☐ **Check if this project supports a fusion center.**

Enter the amount of funding for each category.

	Personnel	Planning	Organization	Equipment	Training	Exercise	M/A	Total
UASI	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00	$1,320.00
LE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.00
Total	0.00	0.00	0.00	1,320.00	0.00	0.00	0.00	$1,320.00

You must include a specific breakdown by funding category. Provide detailed information on exactly what the funding will be used to purchase including what equipment will be purchased and which jurisdiction will maintain the equipment. Please provide current AEL codes for planned expenditures.

Personnel:

Planning:

Organization:

Equipment:

30 backpacks – 19GN-00BGPK – for storage and transportation of personal gear & equipment, personal protective equipment / Backpack - $9.00 each x 30 backpacks = $270.00 30 dust masks – 01AR-06-DISP – respirator, particulate, disposable NIOSH compliant masks / Dust Masks – $1.00 each x 30 masks = $30.00 30 goggles – 01ZA-03-EYEP – eye protection / Goggles - $2.50 each x 30 pairs of goggles = $75.00 30 hard hats – 01ZA-06-HHAT – head protection / Hat – $5.00 each x 30 hats = $150.00 30 reflective vests – 01ZA-06-VEST – high visibility vests / Vest - $3.50 each x 30 vests = $105.00 30 4 in 1 tools – 03SR-02-TLHN – tool for manually operated hand tool, prying, breaking / 4 in 1 tool - $10.50 each x 30 tools =

$315.00 30 flashlights – 03OE-04-LTHE – hand held flashlight / Flashlight – $2.00 each x 30 flashlights = $60.00 30 First aid kits – 21GN-00-CCEQ – medical equipment, supplies / First Aid Kits - $4.00 each x 30 kits = $120.00 30 work gloves – 09MS-03-GLVN gloves / Work Gloves - $1.50 each x 30 pairs of gloves = $45.00 Shipping – 21GN-00-SHIP shipping costs for equipment purchased $150.00 Total: $1320.00		
Training:		
Exercises:		
M&A:		
List 3-5 milestones of this project, and then list the intended completion date for each milestone. Milestones should occur throughout the project.		
	Intended Start Date:	10/01/2012
Milestone 1	**Intended Completion Date:**	10/15/2012
Determine equipment specifications.		
Milestone 2	**Intended Completion Date:**	01/31/2012
Identify a vendor with requested equipment specificatons.		
Milestone 2	**Intended Completion Date:**	02/28/2012
Receive proper approval for the purchase of the equipment.		
Milestone 4	**Intended Completion Date:**	03/29/2012
Order equipment.		
Milestone 5	**Intended Completion Date:**	09/27/2013
Receive and inventory equipment.		
List specific performance outputs and outcome measures that will indicate this proposal is successful at the end of the FY2012 HSGP performance period and explain the long-term approach to sustaining the capabilities developed by this project.		
Performance of the CERT member utilizing his/her equipment during our training sessions including the mock drill will indicate the success of this project. Also, feedback from participants regarding the equipment is encouraged throughout the program. The program encompasses evaluations to be filled out at the end of each session. CERT member equipment will go home with members that graduate from the City of Frisco CERT program. They will be utilized during all deployments and during further training.		
☑ **Disclaimer:** I certify, by checking this box, that the information provided in this submission is accurate to the best of my knowledge. By checking this box, I am indicating that I am authorized to submit this project by my governing body. I also understand this project proposal serves as a request for consideration for grant funding; and, there is not a guarantee of award by submitting this request. I understand that if this project is funded I will complete all necessary actions listed in the grant sub-recipient agreement and special terms and conditions. I also understand that any variation to an approved project must be submitted through the formal change request process. Additionally, the change must be authorized by the UASI Executive Committee and should a change request be denied, funds can be reallocated to another project or jurisdiction. By accepting DFWA UASI funds,, your jurisdiction agrees to abide by the UASI Strategy. In addition, response to data calls and performance milestones may be required.		

AGENDA ITEM #15.

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

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

Date: **April 17, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Development Agreement by and between the City of Frisco and First Texas Homes, Inc. for Village Lakes Phase 3.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute an Impact Fee and Development Agreement by and between the City of Frisco and First Texas Homes, Inc. of Dallas, Texas, for Village Lakes Phase 3.

Background Information: The proposed Impact Fee and Development Agreement establishes the framework of responsibilities relating to the amount of thoroughfare impact fee credit assessed to the Property. The Developer has, at no cost to the City, agreed to construct approximately 945 feet of a twenty-five foot wide thoroughfare consisting of the western two (2) lanes of Cotton Gin Road from Diamond Point Road to 945' north, adjacent to or near the property, which is necessary to serve the property.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution authorizing the City Manager to execute the Development Agreement by and between the City of Frisco and First Texas Homes, Inc.;
- Input towards the discussion as desired;
- Deny approval of the Resolution and send back to staff with direction.

Financial Considerations: The Development Agreement provides the thoroughfare impact fee credit will be capped at $336,000, which is the estimated amount of thoroughfare impact fees calculated for Village Lakes Phase 3.

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

Supporting Documents: Supporting documents include the following items:

- Project Location Map;
- Copy of Resolution;
- Copy of Development Agreement by and between the City of Frisco and First Texas Homes, Inc.

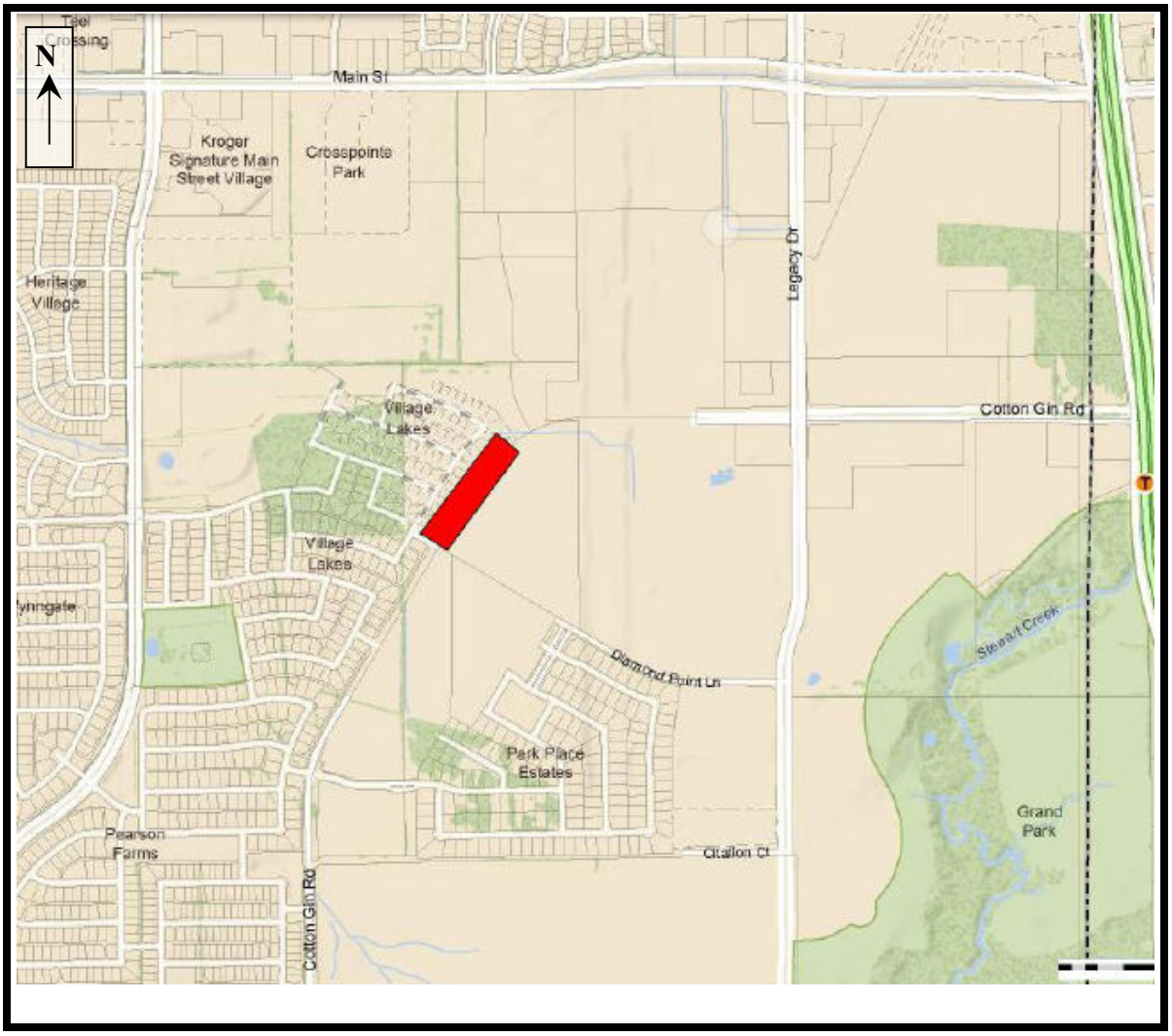
Staff Recommendation: Staff recommends City Council consider and approve a Resolution authorizing the City Manager to execute an Impact Fee and Development Agreement by and between the City of Frisco and First Texas Homes Inc., of Dallas, Texas, for Village Lakes Phase 3. Staff will be present at the meeting to address the City Council's questions relating to this agenda item.

IMPACT FEE AND DEVELOPMENT AGREEMENT

FIRST TEXAS HOMES, INC.

VILLAGE LAKES PHASE 3

CITY COUNCIL MEETING OF
APRIL 17, 2012



PROPERTY LOCATION

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE AN IMPACT FEE AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND FIRST TEXAS HOMES, INC., FOR VILLAGE LAKES PHASE 3 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, an Impact Fee and Development Agreement by and between the City of Frisco, Texas and First Texas Homes, Inc., for Village Lakes Phase 3, a copy of which is attached hereto and incorporated herein by reference for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
MAHER MASO, Mayor

ATTEST TO:

_____
JENNY PAGE, City Secretary

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

After Recording Return to:
City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

IMPACT FEE AND DEVELOPMENT AGREEMENT BETWEEN FIRST TEXAS HOMES, INC. AND THE CITY OF FRISCO, TEXAS

THIS IMPACT FEE AGREEMENT (this "Agreement"), dated as of _____, 2012 (the "date of the Agreement"), is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a Texas Home-Rule municipal corporation ("Frisco"), and **FIRST TEXAS HOMES, INC.** a Texas limited liability company, ("Developer").

WHEREAS, Developer is the sole owner of that certain tract of land situated in the City of Frisco, Denton County, Texas, containing 23.722 acres of land, more or less, located in the Crain & Warren Survey, Abstract No. 229, part of the William Powell Survey, Abstract No. 1011, as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer has submitted a preliminary plat prepared by JBI Partners, Inc. for the development of onsite infrastructure improvements and to serve 85 residential lots, Village Lakes, Phase 3, with the preliminary plat approved by Frisco on October 12, 2010, as more particularly described on **Exhibit "B"**, attached hereto and incorporated herein for all purposes (the "Phase 3 Preliminary Plat"); and

WHEREAS, Developer has constructed, but not yet completed, at its sole cost and expense, approximately nine hundred forty-five feet (±945) of a twenty-five foot (25') wide thoroughfare consisting of the western two (2) lanes of Cotton Gin Road from Diamond Point Road to 945' north, adjacent to or near the Property, which is necessary to serve the Property, as more particularly depicted on **Exhibit "C"**, attached hereto and incorporated for all purposes (the "Cotton Gin Road Paving Improvements"). The plans and specifications of the Cotton Gin Road Paving Improvements were prepared by JBI Partners, Inc., which were approved by Frisco; and

WHEREAS, Developer desires to fulfill its obligations to pay thoroughfare impact fees on the Property as described in Ordinance No. 90-06-08 and as amended by Ordinance Nos. 91-03-01, 93-02-07, 94-04-07, 00-02-29, 01-09-66, 05-07-53, and any other amendment, as they exist or may be amended (additionally and collectively the "Impact Fee Ordinance"); and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and it citizens to allow the Developer to construct the Cotton Gin Road Paving Improvements, as provided herein; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to establish the payment of impact fees on the Property as provided herein.

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

1. **Findings Incorporated**. The findings set forth above are made a part of this Agreement as if set forth herein verbatim.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Developer represents that it is the sole owner of the Property.

3. **Construction of the Cotton Gin Road Paving Improvements / Estimated Construction Costs**. Developer shall construct, at its sole cost and expense, the Cotton Gin Road Paving Improvements in accordance with **Exhibit "C"**, attached hereto. The Cotton Gin Road Paving Improvements must be completed, finally accepted by Frisco and conveyed to Frisco in accordance with Frisco's applicable ordinances, rules and regulations, as they exist, may be amended or in the future arising, (collectively, "Frisco's Final Acceptance") prior to Frisco's issuance of the first single-family residential building permit for the Property. Developer represents and warrants that the estimated construction costs for the Cotton Gin Road Paving Improvements are $472,330.69, as more particularly described in **Exhibit "D"**, attached hereto and incorporated herein for all purposes (the "Estimated Cost Analysis").

4. **Impact Fees**. This Agreement shall only apply to thoroughfare impact fees due on the Property under the Impact Fee Ordinance. The Property shall be subject to the thoroughfare impact fee schedule in effect at the time of development; provided, however, if Developer complies with the terms and conditions of this Agreement, including without limitation, Frisco's Final Acceptance of the Cotton Gin Road Paving Improvements, Frisco agrees to apply a thoroughfare impact fee credit (the "Credit"), as more particularly described in **Exhibit "D"**, at the time impact fees are due to be paid, toward the total thoroughfare impact fees due on the Property under the Impact Fee Ordinance in the amount of the lesser of the:

   a. Total amount of thoroughfare impact fees assessed and due on the Property under the Impact Fee Ordinance; or

   b. Total amount of the actual construction costs of the Cotton Gin Road Paving Improvements, provided, among other requirements for Frisco's Final Acceptance, the actual construction costs, as evidenced by the subject pay applications, are reviewed and approved by the City Engineer (the "Actual Construction Costs").

Notwithstanding anything to the contrary herein, Developer acknowledges and agrees that: (i) the Credit shall be determined using the Actual Construction Costs; (ii) the Estimated Construction Costs are attached hereto for informational purposes only; (iii) under no circumstance whatsoever shall it be entitled to a monetary reimbursement of any kind with regard to the Cotton Gin Road Paving Improvements; and (iv) the Credit is not transferrable to any other property, regardless of ownership of same.

5. **Default**. If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Developer receives written notice of such failure from Frisco, then Frisco shall have the following remedies, in addition to Frisco's other rights and remedies:

a. to file this instrument in the Land Records of Denton County as a lien and/or encumbrance on the Property; and/or

b. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property, including without limitation, the Cotton Gin Road Paving Improvements; and/or

c. to nullify Paragraph 4 of this Agreement and immediately enforce the Impact Fee Ordinance through imposition of the full amount of thoroughfare impact fees in affect at the time they are due and making such immediately due and payable in an amount equal to the difference between any thoroughfare impact fees already tendered to Frisco by Developer and the total assessed thoroughfare impact fees; and/or

d. to refuse to issue a Certificate of Occupancy for the Property; and/or

e. to seek specific enforcement of this Agreement.

If Frisco fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Frisco receives written notice of such failure from Developer, then Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Limitation of Liability**. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Frisco shall not, under any circumstance, be required to tender, and/or be liable to Developer for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein.

7. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assigns, as authorized herein, vendors, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County, Texas.

8. **Limitations of Agreement**. The parties hereto acknowledge that this Agreement is limited to the construction of the Cotton Gin Road Paving Improvements and thoroughfare impact fees due under the Impact Fee Ordinance. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, water impact fees, wastewater impact fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further this Agreement does not waive or limit any of the obligations of Developer to Frisco under any ordinance, whether now existing or in the future arising.

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

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

With a copy to:
Abernathy, Roeder, Boyd & Joplin, P.C.
Attention: Richard Abernathy
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4040

If to Developer, addressed to it at:
First Texas Homes, Inc.
Randall VanWolfswinkel, President
500 Crescent Court, Suite 350
Dallas, Texas 75201
Telephone: (214) 296-4395
Facsimile: (214) 432-2916

With a copy to:
Brown Law Firm, LLP
Charles Brown
4161 McKinney Ave., 4th Floor
Dallas, Texas 75204

Telephone: (214) 891-1957
Facsimile: (214) 891-1958

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

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, 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 DEVELOPER'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 DEVELOPER'S DEVELOPMENT AND PROJECT PLACES ON FRISCO'S INFRASTRUCTURE.

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

(IV) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER

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

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

B. DEVELOPER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

C. DEVELOPER WAIVES ANY 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.

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

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

12. **Attorney's Fees**. In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to Paragraphs 5 and/or 10 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.153 of the Texas Local Government Code, as it exists or may be amended.

13. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Developer.

14. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

15. **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.

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

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

18. **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.

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

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

21. **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.

22. **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.

23. **Assignment/Binding Effect**. This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

a. the assignment of the Agreement must be evidenced by a recordable document (the "Assignment"), the form of which must be approved in writing by Frisco; such approval not to be unreasonably withheld;

b. the Assignment must expressly contain, among any other reasonable requirements and/or conditions of Frisco, an acknowledgment and agreement that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, the party who is responsible for the payment of the impact fees described in **Exhibit "D"**, attached hereto, that Developer is obligated to pay under this Agreement and the party who is entitled to the Credit, or any portion thereof, contemplated herein, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

c. Developer will file any approved, executed Assignment in the Land Records of Denton County, Texas; and

d. Developer shall provide Frisco with a file-marked copy of the Assignment within ten (10) days of filing the same.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees, and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein.

24. **Indemnification**. The parties agree that the Indemnity provision set forth in Paragraph 10 herein are conspicuous, and the parties have read and understood the same.

25. **Construction**. All construction described herein shall be subject to and in compliance with all ordinances of Frisco, as they exist, may be amended or in the future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by Developer to Frisco.

26. **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.

27. **Sovereign Immunity**. The parties hereto agree that Frisco has not waived its sovereign immunity by entering into and/or performing its obligations set forth herein

28. **Reference to Developer**. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendors, grantees and/or trustees.

29. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

EXECUTED as of _____, 2012.

CITY OF FRISCO, TEXAS

_____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Joplin, P.C.
Rebecca Brewer, City Attorneys

FIRST TEXAS HOMES, INC.
A Texas corporation

By: **FIRST TEXAS HOMES, INC.**
A Texas corporation

By: _____

Keith Hardesty, Dallas Division President

Date: 4/6/12

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR THE CITY OF FRISCO, TEXAS, A TEXAS HOME RULE CORPORATION, AND HE EXECUTED THE SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

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

STATE OF TEXAS:

COUNTY OF _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR THE _____, TEXAS _____, AND HE EXECUTED THE SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

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

Exhibit "A"
Property

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS FIRST TEXAS HOMES, INC. is the owner of all that parcel of land in the City of Frisco, Denton County, Texas, a part of the Crain & Warren Survey, Abstract No. 229, a part of the William Powell Survey, Abstract No. 1011, and being all of that 23.722 acre tract of land conveyed to First Texas Homes, Inc. as recorded in Document No. 2010-6121, Denton County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the northeast corner of said 23.722 acre tract of land, said point being in the southwest corner of a tract of land described as Tract 5 conveyed to DR Frisco Land, L.P. as recorded in Document No. 2008-93205, Denton County Deed Records, said point also being in the northwest line of a 24.4209 acre tract of land described as Tract 2 conveyed to Charter FL, LP as recorded in Document No. 2009-65887, Denton County Deed Records;

THENCE Southwesterly, 465.28 feet along the southeast line of said 23.722 acre tract of land and along the northwest line of said 24.4209 acre tract of land and following a curve to the left having a central angle of 25 degrees 23 minutes 21 seconds, a radius of 1050.00 feet, a tangent of 236.52 feet and whose chord bears South 43 degrees 36 minutes 06 seconds West, 461.48 feet to a one-half inch iron rod found for corner;

THENCE South 30 degrees 54 minutes 26 seconds West, 480.41 feet along the southeast line of said 23.722 acre tract of land and along the northwest line of said 24.4209 acre tract of land to a one-half inch iron rod set at the northeast corner of Village Lakes Phase 2B, an addition to the City of Frisco as recorded in Volume 2009, Page 173, Denton County Plat Records;

THENCE along the north line of said Phase 2B as follows:

North 59 degrees 05 minutes 34 seconds West, 55.00 feet to a one-half inch iron rod found for corner;

South 75 degrees 54 minutes 26 seconds West, 35.36 feet to a one-half inch iron rod found for corner;

North 59 degrees 05 minutes 34 seconds West, 114.00 feet to a one-half inch iron rod found for corner;

North 14 degrees 05 minutes 34 seconds West, 14.14 feet to a one-half inch iron rod found for corner;

North 30 degrees 54 minutes 26 seconds East, 12.88 feet to a one-half inch iron rod found for corner;

North 59 degrees 05 minutes 34 seconds West, 60.00 feet to a one-half inch iron rod found for corner;

South 30 degrees 54 minutes 26 seconds West, 15.00 feet to a one-half inch iron rod found for corner;

South 88 degrees 47 minutes 55 seconds West, 22.12 feet to a one-half inch iron rod found for corner;

Northwesterly, 60.42 feet along a non-tangent curve to the left having a central angle of 62 degrees 56 minutes 16 seconds, a radius of 55.00 feet, a tangent of 33.66 feet and whose chord bears North 32 degrees 40 minutes 13 seconds West, 57.42 feet to a one-half inch iron rod found for corner;

Northwesterly, 254.34 feet along a curve to the left having a central angle of 06 degrees 48 minutes 25 seconds, a radius of 2141.00 feet, a tangent of 127.33 feet and whose chord bears North 67 degrees 32 minutes 33 seconds West, 254.20 feet to a one-half inch iron rod found for corner;

North 26 degrees 17 minutes 51 seconds West, 14.20 feet to a one-half inch iron rod found for corner;

North 18 degrees 29 minutes 04 seconds East, 91.00 feet to a one-half inch iron rod found for corner;

North 36 degrees 57 minutes 15 seconds East, 15.78 feet to a one-half inch iron rod found for corner;

North 18 degrees 29 minutes 04 seconds East, 18.00 feet to a one-half inch iron rod found for corner;

North 00 degrees 05 minutes 04 seconds East, 15.84 feet to a one-half inch iron rod found for corner;

North 18 degrees 29 minutes 04 seconds East, 91.00 feet to a one-half inch iron rod found for corner;

North 63 degrees 40 minutes 47 seconds East, 14.09 feet to a one-half inch iron rod found for corner;

Southwesterly, 20.00 feet along a non-tangent curve to the right having a central angle of 00 degrees 28 minutes 45 seconds, a radius of 2391.00 feet, a tangent of 10.00 feet and whose chord bears South 70 degrees 45 minutes 57 seconds East, 20.00 feet to a one-half inch iron rod found for corner;

North 18 degrees 59 minutes 40 seconds East, 60.00 feet to a one-half inch iron rod found for corner;

Northwesterly, 41.83 feet along a non-tangent curve to the left having a central angle of 00 degrees 58 minutes 40 seconds, a radius of 2451.00 feet, a tangent of 20.91 feet and whose chord bears North 71degrees 01 minutes 36 seconds West, 41.82 feet to a one-half inch iron rod found for corner;

North 71 degrees 30 minutes 56 seconds West, 328.71 feet to a one-half inch iron rod found for corner in the north line of Village Lakes Phase 2A, an addition to the City of Frisco as recorded in Volume 2009, Page 176, Denton County Plat Records;

THENCE along the north line of said Phase 2A as follows:

Northwesterly, 210.69 feet along a curve to the right having a central angle of 10 degrees 19 minutes 03 seconds, a radius of 1170.00 feet, a tangent of 105.63 feet and whose chord bears North 66 degrees 21 minutes 24 seconds West, 210.40 feet to a one-half inch iron rod found for corner;

North 15 degrees 56 minutes 29 seconds West, 14.14 feet to a one-half inch iron rod found for corner;

North 61 degrees 11 minutes 41 seconds West, 60.00 feet to a one-half inch iron rod found for corner in the east line of a 27.479 acre tract of land conveyed to Seminole

Development Corporation as recorded in Document No. 2006-40923, Denton County Deed records;

THENCE along the west line of said 23.722 acre tract as follows:

Northeasterly, 122.45 feet along a non-tangent curve to the left having a central angle of 06 degrees 52 minutes 42 seconds, a radius of 1020.00 feet, a tangent of 61.30 feet and whose chord bears North 25 degrees 21 minutes 58 seconds East, 122.38 feet to a one-half inch iron rod found for corner;

North 21 degrees 55 minutes 39 seconds East, 100.00 feet to a one-half inch iron rod found for corner;

Northeasterly, 268.68 feet along a curve to the right having a central angle of 14 degrees 15 minutes 13 seconds, a radius of 1080.00 feet, a tangent of 135.04 feet and whose chord bears North 29 degrees 03 minutes 16 seconds East, 267.99 feet to a one-half inch iron rod found for the northwest corner of said 82.565 acre tract of land, said point being in the south line of said Tract 5;

THENCE along the north line of said 23.722 acre tract of land and along the south line of said Tract 5 as follows:

South 54 degrees 08 minutes 54 seconds East, 60.00 feet to a one-half inch iron rod found for corner;

Southwesterly, 67.01 feet along a non-tangent curve to the left having a central angle of 03 degrees 45 minutes 51 seconds, a radius of 1020.00 feet, a tangent of 33.52 feet and whose chord bears South 34 degrees 19 minutes 07 seconds West, 67.00 feet to a one-half inch iron found for corner;

South 65 degrees 47 minutes 34 seconds East, 139.92 feet to a one-half inch iron rod found for corner;

Southeasterly, 75.31 feet along a curve to the left having a central angle of 05 degrees 43 minutes 21 seconds, a radius of 754.00 feet, a tangent of 37.69 feet and whose chord bears South 68 degrees 39 minutes 15 seconds East, 75.28 feet to a one-half inch iron rod found for corner;

South 71 degrees 30 minutes 56 seconds East, 128.59 feet to a one-half inch iron rod found for corner;

North 18 degrees 29 minutes 04 seconds East, 121.09 feet to a one-half inch iron rod found for corner;

Northeasterly, 133.66 feet along a non-tangent curve to the right having a central angle of 139 degrees 14 minutes 24 seconds, a radius of 55.00 feet, a tangent of 148.05 feet and whose chord bears North 63 degrees 29 minutes 04 seconds East, 103.11 feet to a one-half inch iron rod found for corner;

South 71 degrees 30 minutes 56 seconds East, 80.57 feet to a one-half inch iron rod found for corner;

Southeasterly, 159.81 feet along a curve to the right having a central angle of 02 degrees 58 minutes 53 seconds, a radius of 3071.00 feet, a tangent of 79.92 feet and whose chord bears South 70 degrees 01 minutes 29 seconds East, 159.79 feet to a one-half inch iron rod found for corner;

North 21 degrees 27 minutes 58 seconds East, 116.00 feet to a one-half inch iron rod found for corner;

Southeasterly, 518.81 feet along a non-tangent curve to the right having a central angle of 09 degrees 19 minutes 38 seconds, a radius of 3187.00 feet, a tangent of 259.98 feet and whose chord bears South 63 degrees 52 minutes 14 seconds East, 518.23 feet to a one-half inch iron rod found for corner;

South 33 degrees 42 minutes 13 seconds East, 280.71 feet to the POINT OF BEGINNING and containing 1,033,328 square feet or 23.722 acres of land.

Exhibit "B"
Phase 3 Preliminary Plat

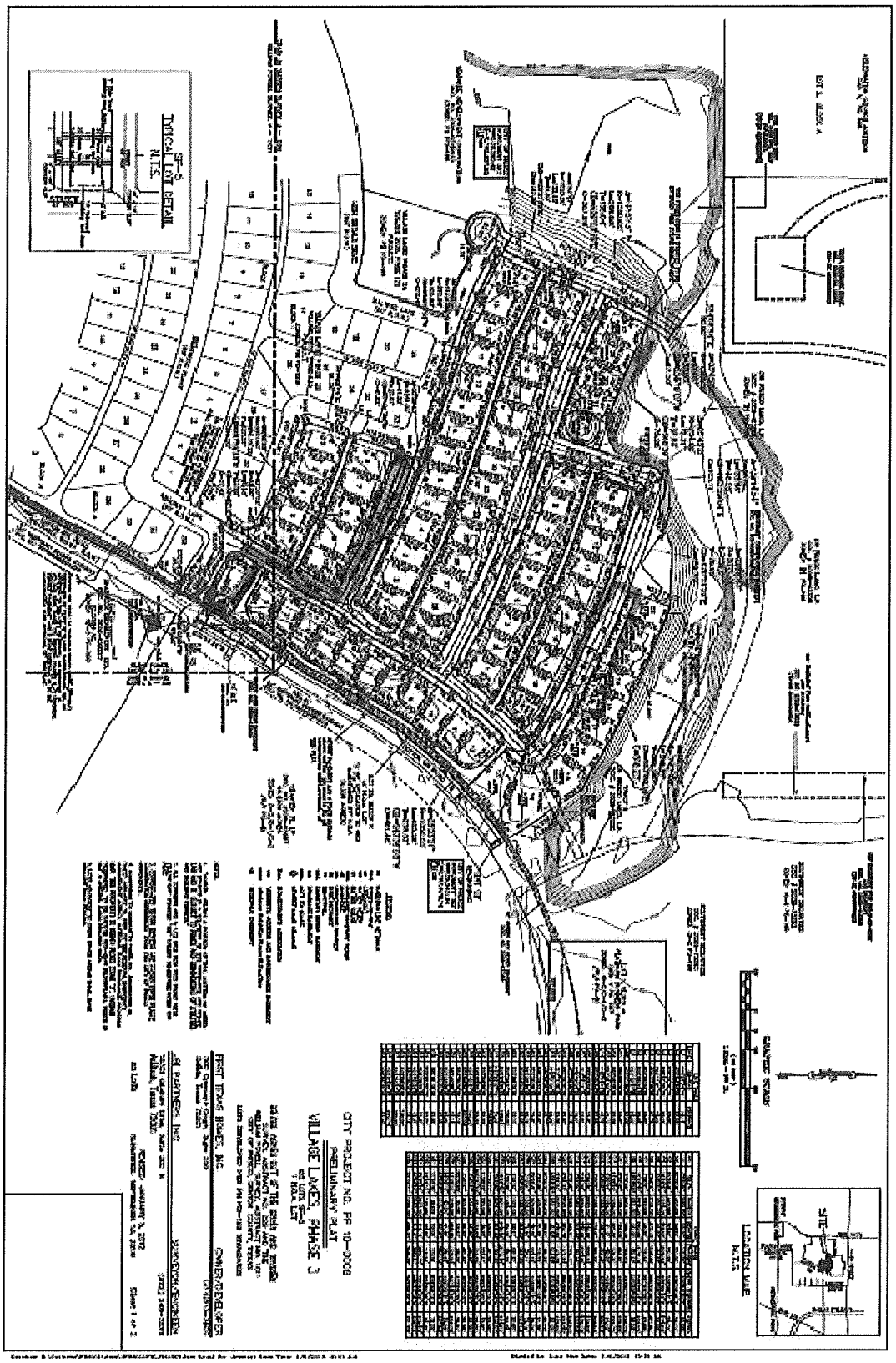
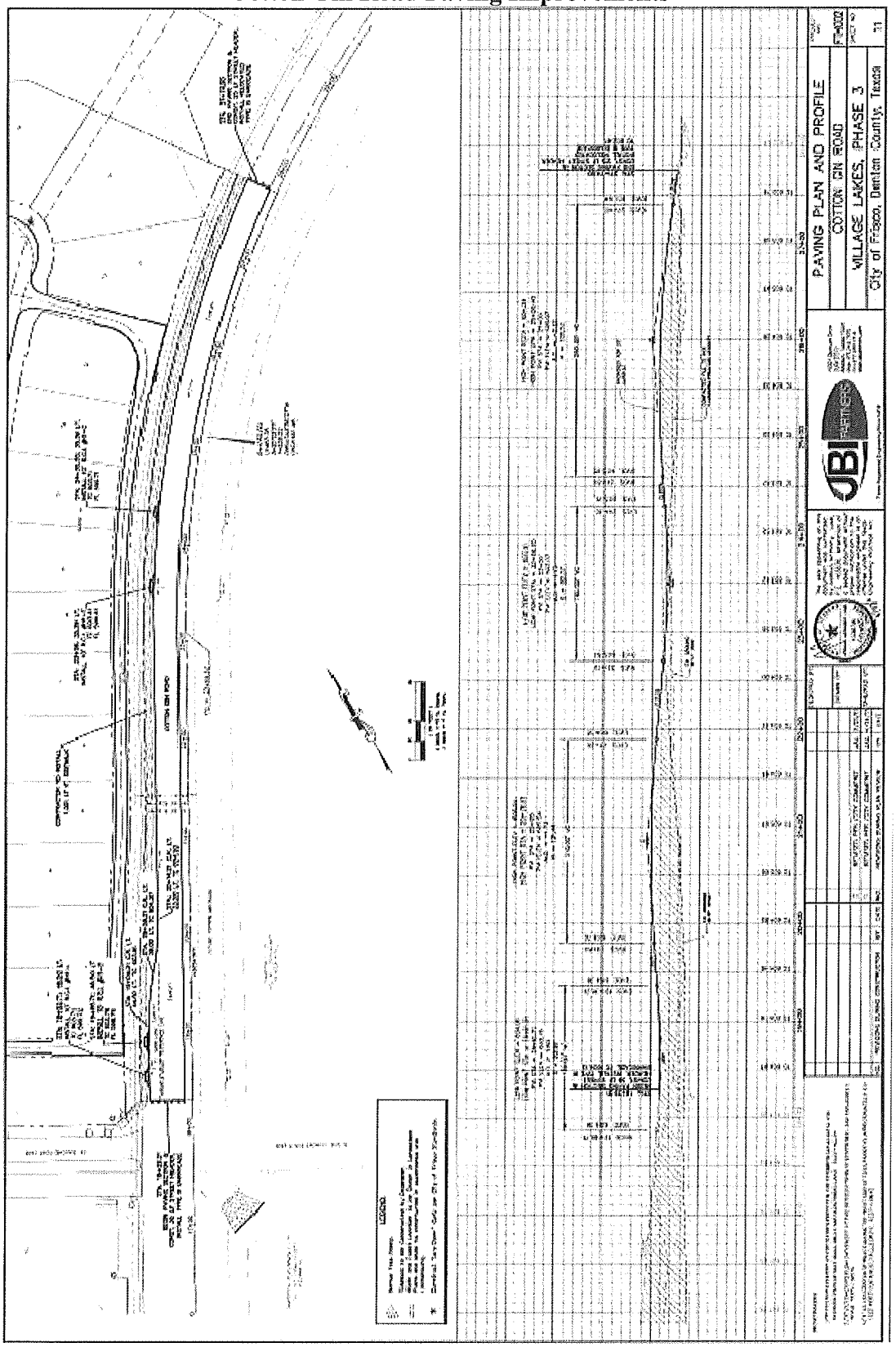


Exhibit "C"
Cotton Gin Road Paving Improvements



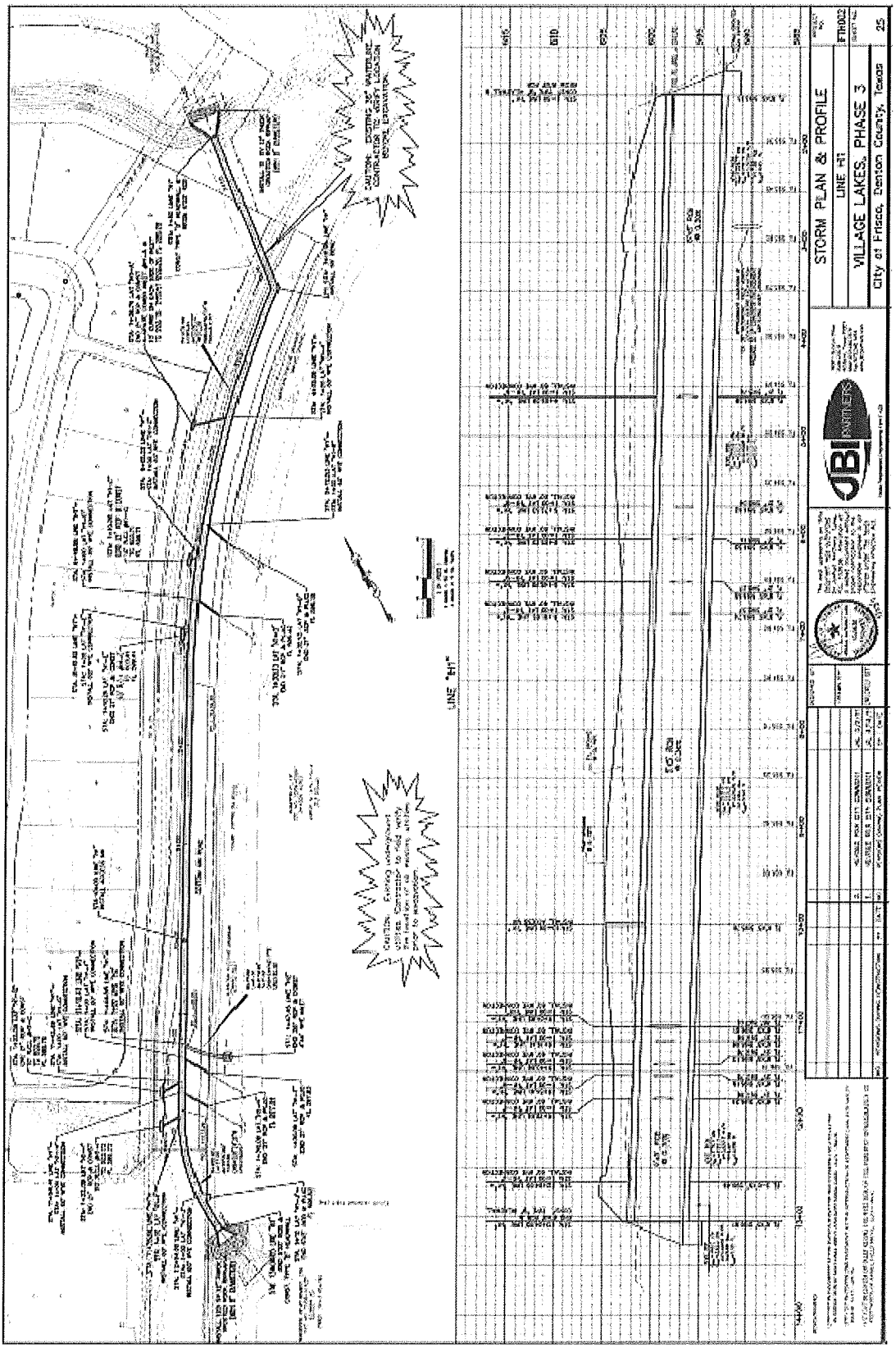

STORM PLAN & PROFILE
LINE "H1"
VILLAGE LAKES, PHASE 3
City of Frisco, Denton County, Texas
JBI PARTNERS

Exhibit "D"
Estimated Cost Analysis

Cotton Gin Road Paving Improvements

Paving Improvements	$	135,087.80
Erosion Control	$	3,014.94
Earthwork Improvements	$	29,756.80
Drainage Improvements	$	242,212.80
JBI Partners Inc. Engineering	$	49,208.68
Construction Management	$	12,302.17
Geotechnical	$	747.50
City Review & Inspection Fees		NA
Subtotal	**$**	**472,330.69**

Estimated Impact Fee Calculation

		Impact Fee Rate		Total
Village Lakes Phase 3 lot count		85		
Roadway	$	3,960.00	$	336,600.00
Water	$	1,772.00	$	150,620.00
Wastewater	$	1,619.00	$	137,615.00
		Subtotal	$	624,835.00

		Estimated Impact Fee Assessment		Estimated Impact Fee Credit
Roadway Total	$	336,600.00	$	336,600.00
Water Total	$	150,620.00		NA
Wastewater Total	$	137,615.00		NA
Total	**$**	**624,835.00**	**$**	**336,600.00**

AGENDA ITEM #16.

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: **April 9, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders with Ingram Library Services Incorporated, for the Purchase of Additional Library Materials during the Fiscal Year 2012**

Action Requested: City Council approval of purchase orders with Ingram Library Services Incorporated, for the purchase of additional Library materials during the fiscal year 2012, in the additional amount of $16,362.

Background Information: Books, movies and music will be purchased from Ingram Library Services Incorporated, through the State of Texas CO-OP program contract. This purchase order is in addition to the $54,200 purchase order approved by Council in October of 2011 and will allow for the purchase of additional material. Total expenditure with Ingram Library Services Incorporated for the fiscal year 2012, including October purchase orders and this request, will be $70,562.

Board/Citizen Input: N/A.

Alternatives: City Council could choose not to approve these purchase orders at this time.

Financial Considerations: Available funds are appropriated in the Library's 2012 operating budget.

Supporting documents: Department memos and State of Texas CO-OP program contract.

Library
City of Frisco, Texas

Memorandum

To: **Tom Johnston**

From: **Nigel Boeg – Support Services Manager**
Shelley Holley, Library Director

Date: **3/1/12**

Subject: **Change Order to increase original PO 1200329**

The library requests to encumber a further $16,362 which will increase the current PO 1200329 from $54,200 to $70,562, with Ingram 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 650 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.

Ingram is on the Texas State contract for materials. Contract number 715-N1.

The funds are available in 16565651-79480.

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Tax Relief for Texas Wildfire Victims

NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

Contract Terms and Instructions

715-N1-PRINT MATERIALS AND MULTIMEDIA (ELECTRONIC AND RECORDED) - MULTI LANGUAGE

Start Date: 09/2007

End Date: 08/2012

Item Descriptions and Pricing **Contractor Information**

SECTION 1

CATEGORY GUIDE WITH DISCOUNTS
Click on Category to view discount matrix for that category.

1.1 DESCRIPTION: 715-N1 Print Materials and Multimedia (Electronic and Recorded) Multi-Language (Specifically: Spanish and Asian)

1.2 TYPE OF CONTRACT: Non-Automated Discount-From-List
(Refer to the attached General Instructions, Terms and Conditions for complete definition)

1.3 TERM OF CONTRACT: The term of this contract is from September 14, 2007 through August 31, 2010
Renewal Term: September 01, 2011 through August 31, 2012

Renewal Options: Option to extend for five (5) additional one (1) year periods. The renewal periods, if exercised, will begin September 1, 2008 ending August 31, 2013. This will be done in writing and at the State's exclusive option.

1.4 SHIPPING (DELIVERY):

a. F.O.B. destination, freight prepaid and allowed on all orders shipped to a single destination.
b. Initial Shipment to be made from the materials in stock within ten (10) days After Receipt of Order (ARO).
c. Multiple copies of any title are to be shipped together.
d. No additional costs to be incurred from other warehouse shipping
e. The vendor's discount shall include all incidental costs and be all inclusive, including inside delivery, unloading, fuel costs, insurance, , etc. for the initial term of the contract and all subsequent renewal periods.
f. The vendor must give immediate electronic or written notice to the library of any title on any order that must be sent directly to the publisher.

1.5 MINIMUM ORDER: None.

1.6 SPOT PURCHASE OPTION: None.

1.7 ZONE: This is a statewide contract.

1.8 QUANTITY OR LARGE ORDER DISCOUNT: Vendors are encouraged to offer discounts for one-time delivery of large single orders of items and these discounts will be determined and agreed upon between the vendor and the ordering entity. The vendors should offer the same large order discounts to all ordering entities.

1.9 PRICE CHANGES/DISCOUNTS:
Discounts must remain firm for the initial term of the contract and any subsequent renewal periods. List prices may be changed with publishing of a new trade price list.

In the event a vendor offers or provides a discount to its customers for the same services provided for the State of Texas pursuant to its contract, the vendor must provide the same discount for the State of Texas. It is recommended that the vendor provide said discount voluntarily.

1.10 FUNDING OUT: Any blanket purchase order (an order calling for multiple deliveries over a specified period of time) is contingent upon the continued availability of appropriations.

1.11 CPA CONTRACT MANAGER: Questions regarding this contract shall be directed in writing to:

Melissa McIlroy, CTPM
Texas Purchasing and Support Services
Texas Comptroller of Public Accounts
(512) 463-3174
E-Mail: melissa.mcilroy@cpa.state.tx.us

1.12 QUALIFIED ORDERING ENTITIES:
This contract is available to all "qualified ordering entities" as follows: State of Texas agencies; higher education; and Cooperative Purchasing Members-http://www.window.state.tx.us/procurement/prog/coop/

1.13 PURCHASE ORDERS:
Qualified ordering entities are requested to use either the CPA Non-Automated Purchase Order form or their internal purchase order form to place orders against the contract. Copies of purchase orders are required to be sent to CPA for contract data management. CPA will work with the ordering entities to determine the best method for forwarding the PO copies. Vendors are required to submit a monthly sales report as outlined in Section 2.7.

ORDERING INSTRUCTIONS FOR COOPERATIVE PURCHASING MEMBERS

NON-AUTOMATED PURCHASE ORDER SAMPLE

Qualified ordering entities are requested to consolidate orders as much as possible; however, multiple individual orders may be received from the same entity and location. Multiple commodity codes may be ordered on the same purchase order.

At a minimum, CPA requires the order to reflect the following information:
CPA Contract Number 715-N1
Commodity Code Numbers (Ex: 715-10-40)
Vendor's discount as listed on the contract

Recommended statement:
"The pricing reflected on this order includes the 715-N1 contractual discounts of ____%"

BLANKET PURCHASE ORDERS: The requirement for publication details may be waived when purchase order is set up to be used as a blanket purchase.

The statement listed above must be included on the blanket orders. Each blanket order should contain a "begin and end" date which cannot exceed the end date for the current contract period. A new blanket order may be required at the time the contract is renewed or a Purchase Order Change Notice issued to extend the blanket order.

SECTION 2 - SPECIFIC CONTRACT REQUIREMENTS

2.1 SCOPE OF CONTRACT:

Publications, media and related cataloging and processing services. These materials will support the ordering entities qualified to use the State of Texas term contracts.

A. PUBLICATIONS - All publications published in the United States which are currently in print and available to the trade through publishers, jobbers, book wholesalers, etc. Publishers covered by this contract are those listed in, but not limited to, latest edition of Books-in-Print - http://www.booksinprint.com/bip/

B. EXCLUSIONS: The following items are not part of this contract:

1. Periodicals such as magazines, journals, etc.
2. Reference books not generally distributed through jobbers, i.e. encyclopedia, etc.
3. Lease plan books
4. Government publications
5. Standing order titles (direct from publisher, including Gale, Bowker, Wilson Recorded Books, etc.)
6. Materials from specialized publishers or publishers who do not sell to the vendor (i.e. specialized genealogical publications, etc.)
7. Materials in specialized AV format (microfilm, etc.)

C. EXCEPTION: The State reserves the right to purchase the following items outside the scope of this contract.

1. Individual orders of books with quantities of 5,000 or more.
2. "Blanket plans"; "approval" or "gathering" book purchase plans, "Opening-day collection" plans, collections of books and individual contracts requiring special book-related services.

D. PRE-BOUND PAPERBACKS: Pre-Bound paperbacks will be offered with unconditional replacement policy and are not limited to the following.

Ordering entities will have the option to request the binding which meets theire requirements.

1. Class A Buckram Binding: The original publisher's binding is to be completely removed and replaced with a hard cover Class A buckram binding. No drilling or stapling will be permitted. All volumes are to be rounded and backed. Plastic covering is to be provided as an option as requested by ordering entity.

2. Vinabind/Laminate: Clear cover lamination converts paperbacks into hardback volumes. The original paperback cover is removed, covered with polyvinyl lamination, bound to acid-free binder boards, spine wrapped with backlining cloth.

2.3 CATALOGING SERVICE:

Cataloging service will be provided at the request of the ordering entity and will be coordinated and mutually agreed upon by both parties. Vendor's pricingG for this service includes all incidental costs and is all inclusive, including inside delivery, unloading, fuel costs, insurance, etc. for the initial term of the contract and all subsequent renewal periods, as exercised.

2.3.1 CATALOGING SERVICE PACKAGES:

A.TRADITIONAL:
1.Glued book pocket
2.Catalog card set in pocket
3.Spine label in pocket or affixed

B.CONTEMPORARY:
1.Mylar jacket for dust covers OR
2.Plastic adhesive for paperbacks OR
3.KAPCOr-like cover-ups.
4.Re-packaging of audio-visual formats
5.Security strip inserted
6.Barcode affixed to ordering entity's specifications
7.Spine lable with Dewey or local call number attached
8.Complete MARC bibliographic record

C.TREND:
1.Mylar jacket for dust covers OR
2.Plastic adhesive for paperbacks OR
3.Re-packaging of audio-visual formats
4.RFID device programmed and attached
5.Spine label with Dewey or local call number attached
6.Complete MARC bibliographic record

D.MINIMAL:
1.Complete MARC bibliographic record

2.3.2 CATALOGING LEVELS:

1.No Customized Service

2.Item Conversion Only - No cataloging required. Requires the online linking of item level, copy specific information to existing appropriaTE bibliographic records. May involve adding an additional ISBN so that a paperback edition may be added to MARC record.

3.Copy Cataloging - Contractor's catalogers will overlay a brief order record with a fully cataloged bibliographic record, using either OCLC or the Contractor's own bibliographic utility as the source of the record. Contractor will also perform item conversion.

4.Original Cataloging - No cataloging record is found anywhere requiring Contractor's catalogers to create a record, assign name and subject heading and create a Dewey Decimal call number. Contractor will also perform item conversion.

2.4 PACKAGING:
Cartons will not exceed the maximum dimensions accepted by the U.S. Postal Service regardless of the carrier used. Maximum weight of each carton will not exceed 50 pounds.
a.The shipping labels on each carton will list the ordering entity's:
Purchase order number/name
Weight of the carton
Shipper's tracking number
Number of cartons in shipment
Carton number
b.Cartons will be properly sealed to meet or exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.
c. Materials will be packed adequately and cartons/packages will be securely wrapped and sealed to prevent damage in shipment by using quality protective materials (instapak, foam, bubble plastic, etc.).
d.Documentation should accompany shipment, packing list/slip or invoice, to indicate street release date when applicable.

2.5. INVOICING:
Invoices to include (at a minimum) the following:
1.Purchase order number

2.Bill To and Ship To
3.Quantity ordered
4.ISBN
5.Title of publication
6.List price less applicable contractual discount and net price.

An ordering entity may request a vendor to provide a sample of their invoices, packing slips, credit memos, cancellation reports and monthly reports.

Invoices may be enclosed with shipments or mailed at time of shipments to the invoice address indicated on the ordering entity's purchase order if different from the destination (ship-to) address.

Ordering entities may request the invoice to be sent electronically for up loading into their systems and this will be mutually agreed upon by both parties.

Price List: The standard list price in effect at the time of the shipment will determine the invoice pricing. In the event of a change in the list price after an order is issued and before shipment is made, the list price at the time of shipment will be used to determine the discounted invoice price.

2.6 LATE DELIVERIES:
The ordering entity has the option to cancel late items and purchase them elsewhere and assess damages in accordance with the General Instructions, Terms and Conditions, Section III.J - Damage Assessment as stated below:

Damage Assessment: If a vendor is in default on an order, the State reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the vendor from the State's Centralized Master Bidders List (CMBL).

As publications/audiovisuals on each order are delivered, the vendor shall note on the invoice (or by letter or special form) any items that are out of stock (OS), out of print (OP), not yet published (NYP), backordered (BO) or cannot be supplied with reasons indicated.

At the end of 90 calendar days after date of order, the vendor shall be required to report in duplicate any remaining items they are unable to deliver. A separate report shall be made on each order clearly indicating whether the undelivered items will be canceled or delivered by the vendor when available.

2.7 PRICE LIST, CATALOGS, DESCRIPTIVE BROCHURES:
Ordering entities may request the vendor to furnish price lists, contractual discounts, catalogs, and/or brochures.

2.8 INTERNET (ELECTRONIC/ON-LINE) ORDERING: See Section 3 for availability of electronic/on-line ordering for each vendor. This service should include but not be limited to the following:

a.Real time inventory counts

b.Ability to build, manage, edit and archive selection lists or "book carts" and to export these lists in MARC format for import into local systems.

c.Searching capabilities by:
1.Title
2.Author
3.Dewey
4.ISBN/ISSN
5.Publisher
6.Series
7.Keyword

8.Duplicate Check
9.Subject
10.Category

d.Clear descriptions of publication availability, BO, NYP, OP, etc.
Vendors will be required to provide, as requested by ordering entity, a TRIAL PERIOD of electronic/on-line ordering sites for evaluation to determine the compatibility with their requirements.

2.9 WARRANTY and RETURN REQUIREMENTS:

A. WARRANTY:
Vendor shall warrant all items to be new, free from defects in design, materials and workmanship and to be fit and sufficient for their intended purposes. Vendors may not disclaim the implied warranties of merchantability or fitness for a particular purpose.

Unless otherwise specified, all items will be guaranteed for a minimum period of 120 days against defects in material and workmanship. During this period, if a defect is found and it is determined by the ordering entity, in its sole discretion, not to be caused by misuse,the vendor shall replace the item free of charge to the ordering entity, within 30 days of a request thereof.

B. RETURNS - Return policies for each vendor will be provided upon request by contacting the CPA Contract Manager listed:

Shipment inspections should be conducted by ordering entity upon receipt and discrepancies or damages reported to the vendor immediately.

Vendor shall describe damage or defective product claiming procedures, cancellation and returns policy when errors are made by the publisher or supplier and/or when ordered in error by the ordering entity, and how mis-shipments will be corrected.

Section 3 - CATEGORIES

715-05-30- CATEGORY 1: MUSIC /AUDIO: CASSETTES TAPES
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

Vendor: INGRAM LIBRARY SERVICES List, Less 0.0% Discount

ON-LINE ORDERING: INGRAM ON-LINE ORDERING

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.14
TREND- $2.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING) - NOT AVAILABLE

715-05-31- CATEGORY 2: MUSIC /AUDIO: COMPACT DICS (CD)
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

VENDOR: BAKER AND TAYLOR INC. List, Less 25.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- $1.89
TREND- $1.89
MINIMAL- $.75

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SLIM GOODBODY List, Less 20.0% Discount

ON-LINE ORDERING: Slim Goodbody

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/A
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $3.00

CATALOGING SERVICES:(WITH CATALOGING) - NOT AVAILABLE

Vendor: MIDWEST TAPE, L.L.C. List, Less 20.0% Discount

ON-LINE ORDERIING: Midwest Tape

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- N/A
CONTEMPORARY- $2.65 AVERAGE
TREND- N/A
MINIMAL- N/A

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $.25 PER 949
LEVEL 3- $1.20 PER TITLE
LEVEL 4- N/A

Vendor: AMERGREEN, INC. List, Less 7-25% Discount

ON-LINE ORDERIING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 0.0% Discount

ON-LINE ORDERIING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.14
TREND- $2.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING) - NOT AVAILABLE

715-05-40- CATEGORY 3 SPOKEN WORD /AUDIO: CASSETTE TAPE-ABRIDGED
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

Vendor: INGRAM LIBRARY SERVICES List, Less 45.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $4.14
TREND- $4.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40.0% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 34.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.10
TREND- $1.89
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-05-41- CATAGORY 4 SPOKEN WORD /AUDIO: CASSETTE TAPE-UNABRIDGED
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

Vendor: BRODART COMPANY List, Less 40.0% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00

LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 34.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.10
TREND- $1.89
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 20.5% Discount

ON-LINE ORDERIING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $4.14
TREND- $4.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: AMERGREEN, INC. List, Less 0.0% Discount

ON-LINE ORDERIING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-05-42- CATEGORY 5 SPOKEN WORD AUDIO COMPACT DISCS (CD) - ABRIDGED
Prerecorded, Commercially Produced for General Audiences

VENDOR: INGRAM LIBRARY SERVICES List, Less 45.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $4.14
TREND- $4.62

MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

VENDOR: BAKER AND TAYLOR INC. List, Less 34.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.10
TREND- $1.89
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BRODART COMPANY List, Less 40.0% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 10% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING) - NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-05-43- CATEGORY 6 SPOKEN WORD AUDIO COMPACT DISCS (CD) - UNABRIDGED
Prerecorded, Commercially Produced for General Audiences

Vendor: BRODART COMPANY List, Less 40.0% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 34.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.10
TREND- $1.89
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 20.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $4.14
TREND- $4.62

MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: DAVIDSON TITLES List, Less 10% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-05-44 - CATEGORY 7 SPOKEN WORD AUDIO COMPACT DISCS (CD) - in MP3 Format - UNABRIDGED
Prerecorded, Commercially Produced for General Audiences

Vendor: BRODART COMPANY List, Less 40.0% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 34.0% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.10
TREND- $1.89
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 20.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $4.14
TREND- $4.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

715-10-70 - CATEGORY 8 DIGITAL AUDIOBOOKS

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-10-71- CATEGORY 9 ADULT TRADE HARDCOVER; NON-FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 46.5% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 40% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 25% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book Services

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-71 CATEGORY 9 ADULT TRADE HARDCOVER; NON-FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 46.5% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 40% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 25% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book Services

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% W/38% AVERAGE Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-72- CATEGORY 10 ADULT TRADE HARDCOVER; FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 46.5% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE BELOW LINK
TREND- SEE BELOW LINK
MINIMAL- SEE BELOW LINK
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 40% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book Services

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

CATALOGING SERVICES: NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 10% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/A
CONTEMPORARY- $.50
TREND- $.50
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERIING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERIING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERIING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERIING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-73- CATEGORY 11 JUVENILE TRADE - HARDCOVER; NON-FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 46.5% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 40% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book Services

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: DAVIDSON TITLES LIST, LESS 25% DISCOUNT

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 40% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-10-74- CATEGORY 12 JUVENILE TRADE - HARDCOVER; FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 46.5% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 40% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 25% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C

LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 40% Discount

ON-LINE ORDERIING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-10-75- CATEGORY 13 ADULT - LIBRARY BINDING; FICTION

Vendor: BRODART COMPANY List, Less 23% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 15.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: DAVIDSON TITLES List, Less 15% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A

LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-76- CATEGORY 14 ADULT - LIBRARY BINDING; NON-FICTION

Vendor: BRODART COMPANY List, Less 23% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 15.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: DAVIDSON TITLES List, Less 15% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/A
CONTEMPORARY- $.50
TREND- $.50
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 0.0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-77- CATEGORY 15 JUVENILE - LIBRARY BINDING; FICTION

Vendor: BOUND TO STAY List, Less 30% Discount

ON-LINE ORDERING: Bound to Stay

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.74
CONTEMPORARY- $1.25
TREND- $.65
MINIMAL- $10.00

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BRODART COMPANY List, Less 23% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 17% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: INGRAM LIBRARY SERVICES List, Less 15.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 22-30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-78- CATEGORY 16 JUVENILE - LIBRARY BINDING; NON-FICTION

Vendor: BOUND TO STAY List, Less 30% Discount

ON-LINE ORDERING: Bound To Stay

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.74
CONTEMPORARY- $1.25
TREND- $.65
MINIMAL- $10.00

CATALOGING SERVICES:(WITH CATALOGING) NOT AvAILABLE

Vendor: BRODART COMPANY List, Less 23% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 22% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 15.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: GUMDROP BOOKS List, Less 0-70% Discount

ON-LINE ORDERING: Gumdrop Books

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00 N/A
LEVEL 2- $N/A
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 22-30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-10-77- CATEGORY 17 JUVENILE - REINFORCED BINDING; NON-FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 22% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C

LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 22-30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 35% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-10-78- CATEGORY 18 JUVENILE - REINFORCED BINDING; FICTION

Vendor: INGRAM LIBRARY SERVICES List, Less 46.9% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $1.19
TREND- $1.67
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39
TREND- $1.55
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: DAVIDSON TITLES List, Less 17% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: PERMA-BOUND List, Less 22-30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 35% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NO CHARGE

715-10-81- CATEGORY 19 ADULT TRADE PAPERBACK

Vendor: INGRAM LIBRARY SERVICES List, Less 40.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.63

TREND- $3.11
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 25% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $3.53
TREND- $2.69
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

715-10-82- CATEGORY 20 JUVINILE TRADE PAPERBACK

Vendor: INGRAM LIBRARY SERVICES List, Less 40.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.63
TREND- $3.11
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 25% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C

LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $3.53
TREND- $2.69
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 35% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NOT AVAILABLE

715-35-90- CATEGORY 21 MASS MARKET PAPERBACK; RACK PAPERBACKS

Vendor: INGRAM LIBRARY SERVICES List, Less 40.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.63
TREND- $3.11
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: BRODART COMPANY List, Less 40% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: DAVIDSON TITLES List, Less 30% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $3.53
TREND- $2.69
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

715-46-27- CATEGORY 22 UNIVERSITY PRESS

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39-HARDCOVER/ $3.53-PAPERBACK
TREND- $1.55-HARDCOVER/ $2.69-PAPERBACK
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: DAVIDSON TITLES List, Less 15% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO-PAPERBACKS / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO-PAPERBACKS /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BRODART COMPANY List, Less 12% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- See Link Below
TREND- See Link Below
MINIMAL- See Link Below
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: INGRAM LIBRARY SERVICES List, Less 10.1% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $VARIES
TREND- $VARIES
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

715-90-10- CATEGORY 23 SMALL PRESS

Vendor: DAVIDSON TITLES List, Less 22% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO-PAPERBACKS / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO-PAPERBACKS /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39-HARDCOVER/ $3.53-PAPERBACK
TREND- $1.55-HARDCOVER/ $2.69-PAPERBACK
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: BRODART COMPANY List, Less 12% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- See Link Below
TREND- See Link Below
MINIMAL- See Link Below
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: INGRAM LIBRARY SERVICES List, Less 10.1% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)

TRADITIONAL- $.67
CONTEMPORARY- $VARIES
TREND- $VARIES
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

715-90-11- CATEGORY 24 HEALTH AND SCIENCE PUBLICATIONS

Vendor: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39-HARDCOVER/ $3.53-PAPERBACK
TREND- $1.55-HARDCOVER/ $2.69-PAPERBACK
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: BRODART COMPANY List, Less 12% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

Vendor: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

Vendor: INGRAM LIBRARY SERVICES List, Less 10.1% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $VARIES
TREND- $VARIES
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

Vendor: DAVIDSON TITLES List, Less 0% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $2.50/KAPCO-PAPERBACKS / $.50 /SECURITY STRIP
TREND- $2.50/KAPCO-PAPERBACKS /$.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: AMERGREEN, INC. List, Less 0% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

715-90-12- CATEGORY 25 PRE-BOUND PAPERBACK

VENDOR: INGRAM LIBRARY SERVICES List, Less 40.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $.64
TREND- $1.12
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

VENDOR: DAVIDSON TITLES List, Less 30% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

VENDOR: BAKER AND TAYLOR INC. List, Less 25% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $1.54
TREND- $.70
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

VENDOR: BRODART COMPANY List, Less 23% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

VENDOR: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

VENDOR: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

VENDOR: AMERGREEN, INC. List, Less 0% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 22-30% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-90-13- CATEGORY 26 ELECTRONIC BOOKS

VENDOR: INGRAM LIBRARY SERVICES List, Less 5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES: NOT AVAILABLE

VENDOR: BLACKWELL BOOK SERVICES List, Less 0% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NOT AVAILABLE

715-90-15- CATEGORY 27 LEGAL PUBLICATIONS; TRADE TYPE LAW RELATED PUBLICATIONS

VENDOR: BAKER AND TAYLOR INC. List, Less 20% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $1.25
CONTEMPORARY- $2.39-HARDCOVER/ $3.53-PAPERBACK
TREND- $1.55-HARDCOVER/ $2.69-PAPERBACK
MINIMAL- $.45

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

VENDOR: BLACKWELL BOOK SERVICES List, Less 17% Discount

ON-LINE ORDERING: Blackwell Book

CATALOGING SERVICES: CONTACT CUSTOMER SERVICE FOR PRICING
800-547-6426 EXT. 1301
scott.munden@blackwell.com

VENDOR: INGRAM LIBRARY SERVICES List, Less 15.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $VARIES
TREND- $VARIES
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $1.20
LEVEL 3- $1.85
LEVEL 4- $9.95

VENDOR: BRODART COMPANY List, Less 12% Discount

ON-LINE ORDERING: Brodart Company

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- SEE LINK BELOW
TREND- SEE LINK BELOW
MINIMAL- SEE LINK BELOW
Brodart Cataloging Fees

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $N/A
LEVEL 2- $1.50
LEVEL 3- $2.00-6.00
LEVEL 4- $2.00-6.00

VENDOR: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

715-90-15- CATEGORY 28 AUDIOVISUAL - VIDEO CASSETTES - VHS FORMAT
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

Vendor: INGRAM LIBRARY SERVICES List, Less 29% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.14
TREND- $2.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $ N/A
LEVEL 3- $ N/A
LEVEL 4- $ N/A

VENDOR: COMPLETE BOOK List, Less 8-35% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES: NOT AVAILABLE

VENDOR: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-90-16- CATEGORY 29 AUDIOVISUAL - DVD NON-FEATURE FILM
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

VENDOR: INGRAM LIBRARY SERVICES List, Less 31.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.14
TREND- $2.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $ N/A
LEVEL 3- $ N/A
LEVEL 4- $ N/A

VENDOR: BAKER AND TAYLOR INC. List, Less 28% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- $1.89
TREND- $1.89
MINIMAL- $.75-RECORD; UNEDITED RECORD

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: SLIM GOODBODY List, Less 20.0% Discount

ON-LINE ORDERING: Slim Goodbody

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/A
CONTEMPORARY- $N/A
TREND- $N/A
MINIMAL- $3.00

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

Vendor: MIDWEST TAPE, L.L.C. List, Less 20.0% Discount

ON-LINE ORDERING: Midwest Tapes

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- N/A
CONTEMPORARY- $2.65
TREND- N/A
MINIMAL- N/A

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $.25 PER 949
LEVEL 3- $1.20 PER TITLE
LEVEL 4- $N/A

VENDOR: DAVIDSON TITLES List, Less 8% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

VENDOR: AMERGREEN, INC. List, Less 7% Discount

ON-LINE ORDERING: Amergreen

CATALOGING SERVICES: NOT AVAILABLE

Vendor: PERMA-BOUND List, Less 0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES: (WITH CATALOGING) NOT AVAILABLE

Vendor: SCHOLASTIC List, Less 0% Discount

ON-LINE ORDERING: Scholastic

CATALOGING SERVICES: NOT AVAILABLE

VENDOR: COMPLETE BOOK List, Less 0% Discount

ON-LINE ORDERING: Complete Book

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING) NOT AVAILABLE

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

715-90-16- CATEGORY 30 AUDIOVISUAL - DVD FEATURE FILM
PRERECORDED, COMMERCIALLY PRODUCED FOR GENERAL AUDIENCES

VENDOR: INGRAM LIBRARY SERVICES List, Less 31.5% Discount

ON-LINE ORDERING: Ingram Library

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.67
CONTEMPORARY- $2.14
TREND- $2.62
MINIMAL- $.10

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $ N/A
LEVEL 3- $ N/A
LEVEL 4- $ N/A

VENDOR: BAKER AND TAYLOR INC. List, Less 28% Discount

ON-LINE ORDERING: Baker and Taylor

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.60
CONTEMPORARY- $1.89
TREND- $1.89
MINIMAL- $.75-RECORD; UNEDITED RECORD

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

VENDOR: DAVIDSON TITLES List, Less 20% Discount

ON-LINE ORDERING: Davidson Titles

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/C
CONTEMPORARY- $.50 /SECURITY STRIP
TREND- $.50 / RFID
MINIMAL- $N/C

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $N/C
LEVEL 3- $N/C
LEVEL 4- $N/C

Vendor: MIDWEST TAPE, L.L.C. List, Less 20.0% Discount

ON-LINE ORDERING: Midwest Tapes

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $N/A
CONTEMPORARY- $2.65 AVERAGE
TREND- $N/A
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING)
LEVEL 1- $0.00
LEVEL 2- $.25 PER 949
LEVEL 3- $1.20 PER TITLE
LEVEL 4- $N/A

Vendor: PERMA-BOUND List, Less 0% Discount

ON-LINE ORDERING: Perma-Bound

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING)
TRADITIONAL- $.99
CONTEMPORARY- $.89
TREND- $.83
MINIMAL- $N/A

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

VENDOR: COMPLETE BOOK List, Less 0% Discount

ON-LINE ORDERING: Complete book

CATALOGING SERVICES:(PER ITEM CHARGES FOR PROCESSING) NOT AVAILABLE

CATALOGING SERVICES:(WITH CATALOGING) NOT AVAILABLE

****
VENDOR CONTACT INFORMATION
****

1-56-176-1729-3
08320 BAKER & TAYLOR, INC.
2550 West Tyvola Road, Suite 300
Charlotte NC 28217

CUSTOMER SERVICE CONTACTS:
PUBLIC LIBRARIES:
Cretia Fitzpatrick, Customer Service Representative
800-775-1200 Ext. 2264
Fax: 800-775-7480
Cretia.fitzpatrick@btol.com

ACADEMIC LIBRARIES; STATE AGENCIES; CO-OP MEMBERS:
Connie Perdue, Customer Service Representative
800-775-2300 Ext. 419
Fax: 800-775-3500
connie.perdue@btol.com

PUBLIC SCHOOL LIBRARIES:
Karen Haley, Customer Service Representative
800-775-1200 Ext. 2202
Fax: 800-775-7480

Karen.haley@btol.com

ELECTRONIC/ONLINE ORDERING ACCOUNTS/INFORMATION:
Product Support
800-775-3700

electser@btol.com

DISCOUNT/PRICING SERVICES:
Susan Gurley, Senior Pricing Services Representative
800-775-7930 Ext. 3169
Fax: 704-998-3260
susan.gurley@btol.com

PAYMENT (ACCOUNTS RECEIVABLE):
Customer Financial Services
Accounts Receivable Representative
800-340-5370
Fax: 704-998-3314
dl-cfs_inst@btol.com

1-93-063-8303-5
11380 BLACKWELL BOOK SERVICES
6024 Jean Road Bldg G
Lake Oswego OR 97035-5333

CUSTOMER SERVICE CONTACT FOR ALL QUALIFIED ORDERING ENTITIES:
Scott Munden
800-547-6426 Ext. 1301
Fax: 856-228-7262
scott.munden@blackwell.com

DISCOUNT/PRICING SERVICES:
Kim Anderson, Regional Sales Manager
866-868-5020
Fax: 303-816-1240
kim.anderson@blackwell.com

PAYMENT (ACCOUNTS RECEIVABLE):
Helen Adams, Customer Account Analyst
503-684-1140 Ext. 1311
Fax: 503-639-2481
helen.adams@blackwell.com

1-23-224-8758-3
13060 BRODART COMPANY
500 Arch Street
Williamsport PA 17701-7809

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-DISCOUNT/PRICING SERVICES
-ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION
Linda Eckman, Customer Care Associate
800-233-8467 Ext. 6545
Fax: 800-999-6799
Linda.Eckman@brodart.com

PAYMENT (ACCOUNTS RECEIVABLE):
Beverly Marquardt, Books Credit Analyst
800-233-8467 Ext. 6475
Fax: 800-999-6799
Beverly.Marquardt@brodart.com

1-62-107-6296-5
38688 DAVIDSON TITLES, INC.
P.O. Box 3538
Jackson TN 38303-3538

CUSTOMER SERVICE CONTACT FORPUBLIC AND PUBLIC SCHOOL LIBRARIES:
Susan Perry, Customer Service Supervisor
800-433-3903
Fax: 800-787-7935
susan@davidsontitles.com

ACADEMIC LIBRARIES; STATE AGENCIES AND CO-OP MEMBERS:
Angie Todd, Customer Service
800-433-3905
Fax: 800-787-7935
angie@davidsontitles.com

ELECTRONIC/ONLINE ORDERING ACCOUNTS/INFORMATION:
Andrew Skaggs, IT Manager
800-433-3903
Fax: 800-787-7935
andrew@davidsontitles.com

DISCOUNT/PRICING SERVICES:
Brenda Davidson, Vice President
800-433-3903
Fax: 800-787-7935
brenda@davidsontitles.com

PAYMENT (ACCOUNTS RECEIVABLE):
Deborah Moody, Accounts Receivable Clerk
800-433-3903
Fax: 800-787-7935
Deborah@davidsontitles.com

1-37-100-1726-3
39820 PERMA-BOUND HERTZBERG-NEW METH
617 East Vandalia Road
Jacksonville IL 62650-3599

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION:
Tracy Savage, Customer Service
800-637-6581 Ext. 224
Fax: 800-551-1169
tracys@perma-bound.com

DISCOUNT/PRICING SERVICES:
Carol Foster, Bid Coordinator
800-637-6581
Fax: 800-861-8143
bids@perma-bound.com

PAYMENT (ACCOUNTS RECEIVABLE):
Marta Brown, Accounts Receivable Clerk
800-637-6581 Ext. 164
Fax: 800-551-1169
martab@perma-bound.com

1-62-174-6696-6
44085 INGRAM LIBRARY SERVICES, INC.
One Ingram Blvd
La Vergne TN 37086-1986

CUSTOMER SERVICE CONTACTS:
PUBLIC and ACADEMIC LIBRARIES:
Robin Dansereau, Accounts Services
800-937-5300 Ext. 36302
Fax: 615-213-6004

robin.dansereau@ingrambook.com

PUBLIC SCHOOL LIBRARIES:
Lisa Johnson, School Inside Sales
800-937-5300 Ext. 35769
Fax: 615-213-6004
lisa.johnson@ingrambook.com

STATE AGENCIES AND CO-OP MEMBERS:
Customer Care Department
800-937-5300 - Option 1 - Then 1
Fax: 800-223-9545
ILSCustomer.Service@ingrambook.com

ELECTRONIC/ONLINE ORDERING ACCOUNTS/INFORMATION:
Customer System Technical Support-ipage troubleshooting
Customer Care Department - Set-up ipage account
800-937-7978
800-937-5300 Option 1, Then 4
ics-admin@ingrambook.com
Customer Care: ILSCustomer.service@ingrambook.com

DISCOUNT/PRICING SERVICES:
Florence Cline
Contract Service Specialist
615-213-5766
florence.cline@ingrambook.com
Fax: 615-213-6004

Bob Sly
Account Manager
800-937-5300 Ext. 37474
bob.sly@ingrambook.com

PAYMENT (ACCOUNTS RECEIVABLE):
Bette Bryant, Credit Representative
615-213-7174
Fax: 615-213-6517
bette.bryant@ingrambook.com

1-43-105-7878-7
46538 CENTRAL PROGRAMS, INC.
DBA GUMDROP BOOKS
PO Box 505
Bethany MO 64424-055

CUSTOMER SERVICE CONTACT FOR ALL QUALIFIED ORDERING ENTITIES
Darlene Osmon - David McChesney - Laura Crawford
Customer Service Representatives
800-821-7199
Fax: 866-321-7199
wecare@gumdropbooks.com

ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION:
Lois Woodward, Customer Service Manager
800-821-7199
Fax: 866-321-7199
wecare@gumdropbooks.com

DISCOUNT/PRICING SERVICES:
Nancy Crovetti, Bid Coordinator
800-821-7199
Fax: 866-321-7199
wecare@gumdropbooks.com

PAYMENT (ACCOUNTS RECEIVABLE):
Accounts Receivable Team
800-821-7199
Fax: 866-321-7199
Ashley@gumdropbooks.com

1-37-149-9686-8
47964 MIDWEST TAPE, L.L.C.
PO Box 820
Holland OH 43528

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ONLINE ORDERING ACCOUNTS/INFORMATION
Judy Sumner, Customer Service Manager
800-875-2785
Fax: 800-444-6645
judys@midwesttapes.com

DISCOUNT/PRICING SERVICES:
Eric Timm, Texas Sales Representative
800-875-2785
Fax: 800-444-6645
erict@midwesttapes.com

PAYMENT (ACCOUNTS RECEIVABLE):
Sue Bascuk, Controller or Dave Siminski
800-875-2785
Fax: 800-444-6645
sueb@midwesttapes.com daves@midwesttapes.com

1-37-043-9010-6
48688 BOUND TO STAY BOUND BOOKS, INC.
1880 West Morton Avenue
Jacksonville IL 62650-2619

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ONLINE ORDERING ACCOUNTS/INFORMATION
Customer Service Representatives:
Linda Price Dionne Fisher
800-637-6586 Ext. 3119 800-637-6586 Ext. 3151
Fax: 800-747-2872
lprice@btsb.com dfisher@btsb.com

DISCOUNT/PRICING SERVICES:
Mike Brady, National Manager/Sales & Marketing
800-637-3586
Fax: 800-747-2872
mbrady@btsb.com

PAYMENT (ACCOUNTS RECEIVABLE):
Cyndi Byal, Account Representative
800-637-3586 Ext. 3152
Fax: 800-747-2872
cbyal@btsb.com

1-20-201-4035-1
49614 AMERGREEN, INC.
262 W. AVENIDA DE LAS FLORES
THOUSAND OAKS, CA 91360-1803

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION
-DISCOUNT/PRICING SERVICES
Customer Service
CHERYL-LEE BROWN
805-557-0620
Fax: 805-494-0870

cbrown@amergreen.com

1-74-285-2244-9
49352 COMPLETE BOOK AND MEDIA SUPPLY, INC.
Point of Contact: Jessica Kelly
715 DISCOVERY BLVD SUITE 301
CEDAR PARK, TX 78613

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION
-DISCOUNT/PRICING SERVICES
Customer Service
CINDY JONES
800-986-1775 EXT 102
Fax: 512-616-0410
cindy@completebook.com

PAYMENT (ACCOUNTS RECEIVABLE):
COLBY ROBERTSON, Account Representative
800-986-1775
Fax: 512-616-0410
customerservice@completebook.com

PUBLIC SCHOOL LIBRARIES:
CHAR BENNIGHT, School Inside Sales
800-986-1775
Fax: 512-616-0410
accounting@completebook.com

1-01-051-8886-5
50121 SLIM GOODBODY CORPORATION
PO Box 242
Lincolnville Center ME 04850

CUSTOMER SERVICE CONTACT FOR ALL SERVICES:
Kyle Metcalf, Administrative Assistant
800-962-7546 (207-763-2820)
Fax: 207-763-4804
kyle@slimgoodbody.com

1-06-122-6353-2
81475 SCHOLASTIC LIBRARY PUBLISHING, INC.
90 Old Sherman Turnpike
Danbury CT 06816

CUSTOMER SERVICE CONTACT FOR:
-ALL QUALIFIED ORDERING ENTITIES
-ELECTRONIC/ON-LINE ORDERING ACCOUNTS/INFORMATION
-DISCOUNT/PRICING SERVICES
CUSTOMER SERVICE DEPARTMENT
800-621-1115 Ext. 6951
Fax: 203-797-3478
slpservice@scholasticlibrary.com

PAYMENT (ACCOUNTS RECEIVABLE):
P. O. BOX 34573
NEWARK, NJ 07189
Ruth Mendoza
888-724-9638
Fax: 800-914-9150
kbrown@scholastic.com

CORRESPONDENCE/ INQUIRIES:

Kathy Brown, Bids & Contract Coordinator
Scholastic Library Publishing
90 Sherman Turnpike
Danbury, CT 06816
800-825-4579 ext. 6951 or 203-797-6951
Fax: 203-797-3478
kbrown@scholasticlibrary.com

Required Plug-ins

[Adobe Reader]

AGENDA ITEM #17.

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: **April 9, 2012**

Subject: **Consider and Act Upon Award of Bid #1202-039, Solar Powered School Zone Flashers and Gel Cell Batteries, to Consolidated Traffic Controls and Paradigm Traffic Systems.**

Action Requested: City Council award of bid #1202-039, Solar Powered School Zone Flashers and Gel Cell Batteries, to Consolidated Traffic Controls and Paradigm Traffic Systems, in the total estimated annual amount of $26,272.

Background Information: Purchasing solicited bid #1202-039, Solar Powered School Zone Flashers and Gel Cell Batteries. Bids were received on 2/28/12 from Consolidated Traffic Controls, Paradigm Traffic Systems, Naztec, Inc and a "No-Bid from Traffic Parts, Inc. Staff evaluated the bids submitted and is recommending award to the lowest responsible bidders. Staff is recommending award of the school zone flashers to Consolidated Traffic Controls and the gel cell batteries to Paradigm Traffic Systems. This award is for an annual contract with four (4) optional one (1) year renewals.

Board/Citizen Input: N/A.

Alternatives: City Council could choose not to approve these purchase orders at this time.

Financial Considerations: Available funds are appropriated in the Engineering Department's 2012 operating budget.

Supporting documents: Department memos, bid tab and original bid.

Engineering Services
City of Frisco, Texas

Memorandum

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

cc: **Paul Knippel, P.E., Director of Engineering Services**

From: **Brian Moen, P.E., Assistant Director of Engineering Services**
Shelley Lang, P.E., Senior Traffic Engineer
Tracy Nichols, Traffic Signal and Lighting Supervisor

Date: **April 17, 2012**

Subject: **Recommendation to Award Bid No. 1202-039**

Bid Number 1202-039 for an Annual Contract for solar powered school zone flashers was opened on February 28, 2012. The apparent low bidder was Consolidated Traffic Controls, Inc. for the solar powered school zone flashers with a bid of $24,312. Consolidated Traffic Controls, Inc. has provided a sample solar powered school zone flasher for Traffic Engineering to test and will be included as part of the total purchase. As a result, we recommend that the solar powered school zone flashers be awarded to Consolidated Traffic Controls, Inc.

Bid Number 1202-039 also included an Annual Contract for gel cell batteries. The apparent low bidder for the gel cell batteries was Paradigm Traffic Systems, Inc. with a bid of $1,960. Traffic Engineering recommends the award of this bid to Paradigm Traffic Systems, Inc.

These are being purchased to be installed by City crews for new school zones associated with the following new FISD schools opening in August 2012:

1. Nichols Elementary School - located in Phillips Creek Ranch development
2. Phillips Elementary School - located on southwest corner of Little River Dr and Teel Pkwy
3. Vandeventer Middle School - located on west side of Independence Pkwy between Rolater Road and Lebanon Road

CITY OF FRISCO BID TABULATION
OPENED 02-28-12
BID NO. 1202-039
SOLAR POWERED SCHOOL ZONE FLASHERS
PAGE 1 OF 1

	Consolidated Traffic Controls 1016 Enterprise Place Arlington, TX 76001 817-265-3421 president@ctc-traffic.com	Paradigm Traffic Systems 2201 E Division St. Arlington, TX 76011 817-831-9406 estimating@paradigmtraffic.com	Naztec, Inc P.O. Box 765 Sugar Land, TX 77478 281-240-7266 chrismcpherson@naztec.com	Traffic Parts Inc PO Box 837 Spring, TX 77383-0837 800-345-6329 arthur@trafficparts.com

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	8	each	Solar Powered School Zone Flashers	$3,039.00	$24,312.00	$3,179.00	$25,432.00	$4,030.00	$32,240.00	Notice of No bid
2	8	each	Gel Cell Batteries	$321.00	$2,568.00	$245.00	$1,960.00	$372.00	$2,976.00	
			warranty work performed in	Arlington TX		Arlington TX		Sugar Land, TX		
			TOTAL GROSS PRICE		$26,880.00		$27,392.00		$35,216.00	
			CASH DISCOUNT	Net 30		0		Net 30		
			TOTAL NET PRICE							
			F.O.B.	DELIVERED		DELIVERED		DELIVERED		
			DELIVERY	30-45 Days		45-75 Days		90 Days		

BID TABULATION STATEMENT

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND

Next Low	**$27,392.00**
Low	**$26,880.00**
Savings	**$512.00**

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1202-039
ANNUAL CONTRACT FOR SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES WITH FOUR (4) CITY OPTIONAL RENEWALS

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO FEBRUARY 28, 2012@2:00PM CST
NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND ONE COPY REQUIRED

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DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR OF ADMINISTRATIVE SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO
Director or Administrative Svcs
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541

CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1202-039
ANNUAL CONTRACT FOR SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES WITH FOUR (4) CITY OPTIONAL RENEWALS

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by February 28, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 28, 2012 at 2:05 PM CST.

Write the competitive sealed bid number name of bid, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original on a CD or Flashdrive and one (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

    The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

    This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise

provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    A. Have adequate financial resources or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

    The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government

Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

NOTICE TO BIDDER/SPECIAL CONDITIONS

Vendor shall supply one parts publication and one maintenance/repair publication (CD-ROM preferred) with delivery of this equipment.

Please complete the following:

The City wishes to be placed on the manufacturer's mailing lists to receive all special bulletins and supplements pertaining to services, repairs, problems, et cetera. Please provide information on the steps needed to accomplish this:

_____

_____

_____

State location nearest to the City of Frisco where warranty work will be performed:

_____

_____

_____

This quote was prepared by:

Signature:

_____

Printed Name:

_____

Title:

_____

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

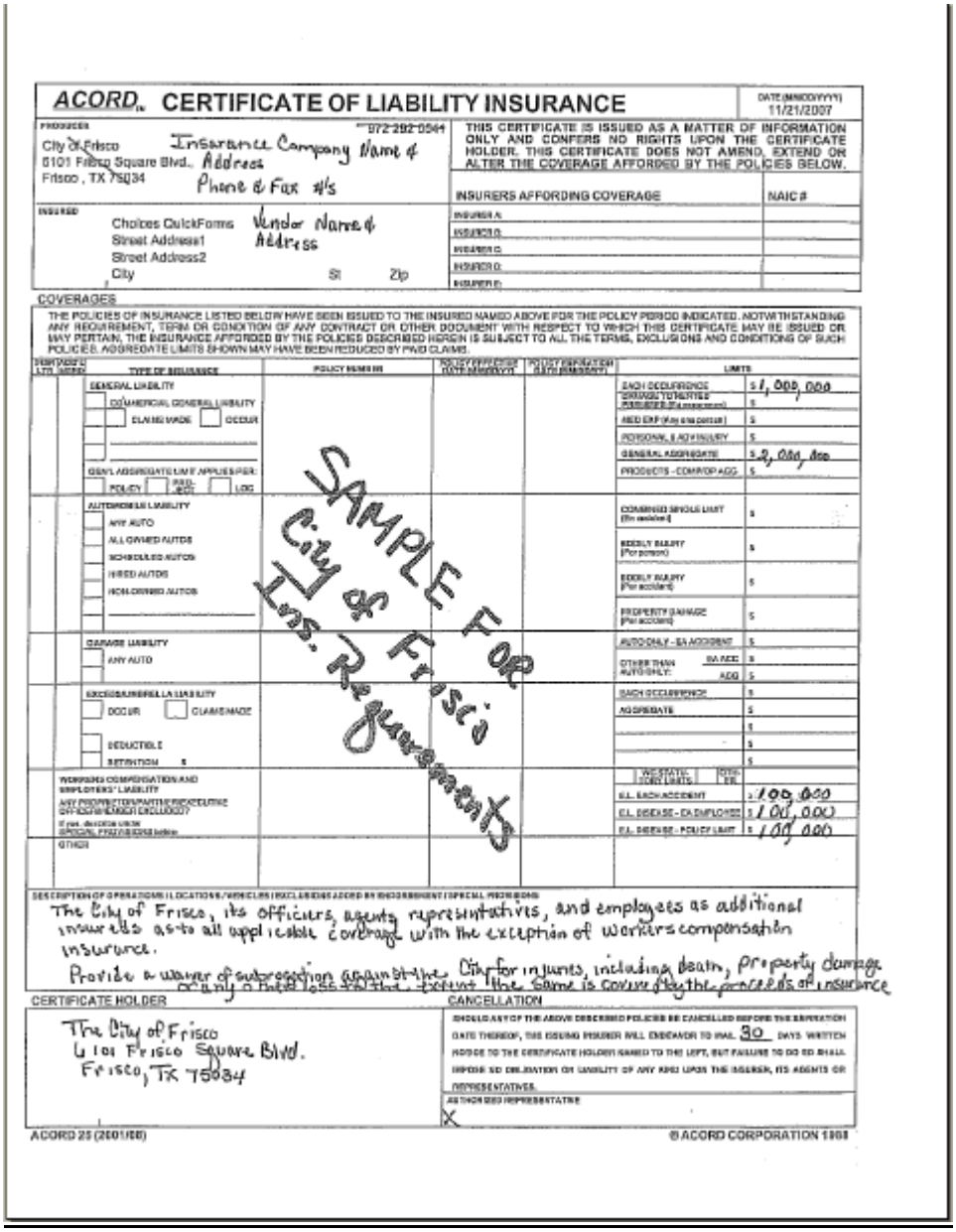
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change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

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

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

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars



ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2007

PRODUCER
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034
972-292-0541
Insurance Company Name & Address
Phone & Fax #'s

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Choices QuickForms
Street Address1
Street Address2
City St Zip
Vendor Name & Address

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	COMMERCIAL GENERAL LIABILITY				
	CLAIMS MADE / OCCUR				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				
	AUTOMOBILE LIABILITY				
	ANY AUTO				
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				
	EXCESS/UMBRELLA LIABILITY				
	OCCUR / CLAIMS-MADE				
	DEDUCTIBLE				
	RETENTION $				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	OTHER				

LIMITS
- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PREMISES (Ea occurrence): $
- MED EXP (Any one person): $
- PERSONAL & ADV INJURY: $
- GENERAL AGGREGATE: $2,000,000
- PRODUCTS - COMP/OP AGG: $
- COMBINED SINGLE LIMIT (Ea accident): $
- BODILY INJURY (Per person): $
- BODILY INJURY (Per accident): $
- PROPERTY DAMAGE (Per accident): $
- AUTO ONLY - EA ACCIDENT: $
- OTHER THAN AUTO ONLY: EA ACC $ / AGG $
- EACH OCCURRENCE: $
- AGGREGATE: $
- $
- $
- WC STATU-TORY LIMITS / OTH-ER
- E.L. EACH ACCIDENT: $100,000
- E.L. DISEASE - EA EMPLOYEE: $100,000
- E.L. DISEASE - POLICY LIMIT: $100,000

SAMPLE FOR City of Frisco Ins. Requirements

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

Provide a waiver of subrogation against the City for injuries, including death, property damage or any other loss to the extent that same is covered by the proceeds of insurance

CERTIFICATE HOLDER
The City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
X

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2012.

_____

Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:

_____

If company is a partnership, list the partner's full legal name(s):

_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:

_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

4	**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ❑ Yes ❑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ❑ Yes ❑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ❑ Yes ❑ No

D. Describe each affiliation or business relationship.

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

SCHOOL ZONE FLASHING BEACON ASSEMBLIES

SPECIFICATION

General Description

The City of Frisco desires to procure solar-powered School Zone Flashing Beacon Assemblies ("S/Z Flashers") and Gel Cell Batteries to be installed by City forces at various locations within and near City limits. The purpose and intent of this specification is for the supplier to furnish materials and other incidentals necessary for the City to assemble complete school zone flashing signals. The City will provide the foundations, timers, pagers, and antennas. The items described below and their incidentals are the responsibility of the successful Bidder. The successful Bidder shall configure components so that ample room is left in the controller cabinet for the City to mount the City-provided equipment (see photos.) Photos of an existing School Zone Flashing Beacon Assembly within the City of Frisco are included to provide clarification as to the City's desired features.

Components

General

The S/Z Flasher assembly shall be complete and include all components associated with the following items: pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, control components, beacon heads, flasher controller, cabinet, and mounting assemblies in accordance with this specification. The City may or may not elect to purchase gel cell batteries from the Bidder.

The design and construction of the S/Z Flasher assemblies shall be such as to provide for a durable unit that will operate dependably in the Frisco, Texas environment. The assembly shall be designed, tested, and constructed in accordance with the most current American Association of State Highway and Transportation Officials (AASHTO) publication "Standard Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals" and interim revisions thereto.

One set of shop drawings including assembly construction, mounting components, schematic wiring diagrams, descriptive parts lists with generic part numbers (where applicable), instruction and maintenance manuals, and minimum foundation requirements (concrete foundations to be supplied by the City) shall be furnished prior to award. Upon request, the vendor shall furnish at no cost to the City, one complete sample assembly for inspection by the City prior to awarding the bid. The sample will either be purchased or returned to the Vendor after inspection.

All materials furnished by the Contractor under this procurement shall be new. All materials shall meet the applicable design requirements of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).

Certifications

S/Z Flashers are to be tested, approved, and bear a U.L. label. The manufacturer of the assembly shall furnish a certification prior to award, stating the design and construction of the complete sign assembly conforms to the requirements of this specification and the above referenced AASHTO requirements. The certification shall be signed and sealed by a Professional Engineer licensed in the State of Texas.

When the manufacturer proposes to incorporate materials and/or components different from those in this specification yet equal in appearance, durability, performance, and design, the bid shall list each proposed change along with justification. Material specifications, shop drawings and other supporting documentation shall be attached to the certification. The proposed change(s) will be reviewed by the City for consideration as “an approved equal” to the specified material or component. The manufacturer shall furnish prior to award one sample of each type of material or component to facilitate the review. In the event approval is not obtained, the substitute items shall not be furnished and installed.

Controller Cabinet

The controller cabinet shall be a locking, weather resistant NEMA 3R rated aluminum enclosure with a minimum thickness of 0.125 inches. The outside dimensions shall be at a minimum approximately 38” H x 15” W x 10” D. The Bidder can modify the placement and orientation of components within the cabinet – as opposed to the specific placement and orientation of components as shown in the provided photos – in order to meet the cabinet size requirements.) The outside of the cabinet shall be natural, brushed aluminum finish. All exterior seams shall be ground smooth. The enclosure shall be designed to provide protection from rain, sleet, snow, dripping water, and corrosion. The cabinet shall be provided with vent openings to allow adequate convection cooling, and designed to prevent the entry of water as well as minimize the infiltration of dust and insects. One-inch Styrofoam should be installed on the two sides and back panel of the cabinet to properly insulate the gel cell battery compartments.

The main door shall be hinged on one of the two sides, i.e., not the top or bottom. The door shall be tightly secured via a latching device that pulls the door snugly against a neoprene gasket affixed to the cabinet door forming a weather-

tight seal. The latching device shall be equipped with a standard Corbin #2 lock and key. An aluminum prop rod is to be attached to the cabinet body on one side that will brace open the cabinet door so as not to allow it to hinge freely while servicing. A protective document holder shall be affixed to the cabinet door. A plastic "zip-lock" folder large enough to hold and protect documents and manuals approximately 8 ½" x 11" in size is adequate.

On the bottom of the cabinet a ¾" diameter hole shall be provided and plugged with a weather-tight seal. The hole should be in one of the two back corners of the cabinet approximately 1" from each side of the cabinet.

Each shelf within the cabinet shall have cutouts to serve as cable chases. Three cutouts shall be provided on each shelf – one cutout against each cabinet side and one against the back of the cabinet. The cutouts shall be at least 1" W x 2" L in dimension.

The cabinet shall be supplied with the appropriate U-bolt hardware -- two U-Bolts -- for mounting to a 4 ½" o.d. aluminum pole. Banding materials will not be permitted. Six U-Bolt assemblies shall be provided to facilitate mounting of signage (provided by others) to the pole.

Pole and Pole Base

The S/Z Flasher assembly shall include an aluminum pole, pole collar, and base. The pole shall be 4 ½" O.D. Schedule 40 aluminum at 3.73 lb. /ft. with a minimum thickness of 0.237 inches. Each pole shall be 12 ft. in length threaded at one end and have a brushed aluminum finish.

The base shall be approximately 15 inches in height and shall have a threaded hub at the top for plumb mounting of the pole. The pedestal pole base shall be designed for four (4) anchor bolts. The base shall have an aluminum access door measuring approximately 8 inches by 8 inches or other dimensions approved by the City.

The pedestal pole base shall meet the breakaway requirements of the latest revision of the AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals" and interim revisions thereto. The model of base to be supplied shall have been tested to meet breakaway requirements in accordance with Federal Highway Administrations (FHWA) approved methods and shall have been submitted to the FHWA for certification.

Anchor Bolts

Anchor bolts shall be ¾ inch in diameter and a minimum length of 18 inches with an additional 1-1/2 inch (minimum) L-bend. The upper end of the anchor bolts

shall be threaded a minimum of 3 inches and shall be galvanized a minimum of 10 inches. Bolts, nuts, and washers shall be galvanized. Bolts shall be supplied with a template for a bolt circle. Anchor bolt templates shall be made of ¼ inch steel plate. Template need not be galvanized.

Flashing Controller

The flasher controller shall be 12 VDC of solid-state construction with no relays or electro-mechanical devices. Two circuits at a minimum of 10.0 amps per circuit with 50 percent duty cycle (per circuit) shall be provided that will generate 55 flashes per minute (+/- 5 flashes per minute) to each circuit in accordance with the TxMUTCD standards. The electronic components shall be easily installed or removed with simple hand tools.

The assembly shall include meters for indicating the voltage level of the gel cell battery, the total current drawn of the flasher assembly, and the output of the solar panel. Two toggle switches shall be provided to manually switch the solar panel and beacon on/off. The assembly shall include 10-amp fuses to protect the gel cell battery, the controller/regulator, the solar panel, and flashing beacon(s).

Beacon Assembly

The flasher assembly shall operate 12-inch yellow LED signal beacon(s) with 10W lamps. Each beacon shall be molded, ultraviolet-stabilized polycarbonate. The door of each housing shall be one piece and accommodate the lens and optical assembly specified. All hardware (e.g., bolts, nuts, washers, lock washers, screws, etc.) used with the beacon assembly shall be galvanized steel, stainless steel, or dichromate sealed aluminum. The beacon shall attach to the pole by a U-bolt assembly. Each beacon shall have a standard tunnel visor rigidly attached to the housing door with corrosion-resistant connectors. The visor shall be easily removed and replaced without damage to the visor or the completed signal head assembly. The beacon head and visor shall be Federal Yellow No. 13538 of Federal Standard 595, or equivalent as approved by the City.

Solar (Photovoltaic) System

Power shall be provided by a combination photovoltaic array and gel cell battery storage system. Power shall be adequate to operate the unit continuously at full power for at least three (3) days without sunlight. This must be accomplished without auxiliary generator or AC power connection. The assembly shall include a solar controller with automatic temperature compensation and automatic charging circuitry to prevent overcharging.

The photovoltaic ("PV") module shall provide 12 volts DC and shall be capable of recharging the system to full capacity, after 6 hours of continuous operations, in 3 hours +/- 0.5 hour during optimum sun conditions. The solar modules shall be industrial grade, polycrystalline type. Modules deemed to be of consumer grade would not be acceptable. The PV module mounting assembly shall be constructed of galvanized steel or aluminum of adequate design and strength to provide a means of securely attaching the PV module frame to the top of the specified pole at a permanent angle. The mounting bracket shall be capable of 360-degree horizontal orientation with means of locking the bracket at an inscribed angular position about the pole. In addition, it shall be possible to adjust and fix the tilt angle of the PV module using simple hand tools. A weather-resistant junction box shall be attached to the PV module with a wiring harness to connect the solar panel to the controller cabinet.

The PV module shall generate 65 watts (minimum) of power with a typical operating voltage of 16.5 volts and optimum rating of 3.0 amps. The surface of the panel shall be of low iron tempered glass. The solar panel shall be framed with rugged anodized aluminum frame. Due to wind stress, the City will not accept panels larger than 800 square inches.

Battery Charge Regulator

The regulator shall be 100% solid state and be designed for use as a battery charge control in a PV energy system. The regulator shall be housed in the cabinet assembly. The regulator shall supply maximum solar panel current to the gel cell battery until the gel cell battery is fully charged, i.e., trickle charge will not be accepted. If gel cell battery voltage is used to determine when charging is to resume, the resumption threshold shall compensate for temperature.
Alternately, if charge current is used to determine the gel cell battery charge condition, the charge condition must be tested at least one (1) time per hour. The regulator shall supply a charging current of up to 15 amps DC to the gel cell battery. The regulator shall have reverse polarity protection. An acceptable unit would be the Prostar 15 Solar Charge Controller from Morningstar Corporation.

Gel Cell Battery

The gel cell batteries shall be minimum group 27, sealed, gel cell batteries. The gel cell batteries shall be spill proof and should have the ability to be installed in any position. The gel cell batteries shall be 12 volt DC nominal and have minimum storage capacity of 90 ampere-hours for a minimum of 2000 cycles with 10% capacity withdrawal. The deep-cycle gel cell batteries shall be maintenance free. The gel cell batteries shall be sized to allow a minimum twelve (12) days autonomy. Each S/Z Flasher assembly shall be capable of

housing two gel cell batteries in the event the City chooses to do so. Each battery supplied will have a set of wires and terminals for hook-up.

Wiring Terminal Block

The controller shall have a wiring terminal block that accepts up to 12 AWG wire. The terminal block shall be used to terminate all wires. The block shall have at least 10 positions to terminate the following functions:

- Solar Panel +
- Solar Panel –
- Battery +
- Battery +
- Battery –
- Battery –
- Load –1
- Load Ground
- Load Ground
- Load –2

The above functions shall be clearly marked on the panel adjacent to the terminal block.

Internal Wiring

The National Electrical Code (NEC) shall govern regarding internal wiring, wiring devices, and other electrical construction items. All fixture conductors shall be UL-listed appliance wiring material (AWM) stranded copper wire. Conductors shall be No. 14, minimum, and insulated as necessary for exposed conditions.

Warranties

Photovoltaic modules shall have a limited warranty for a minimum period of 10 years. The gel cell batteries shall have a 5-year, pro-rated warranty. The balance of the equipment described herein shall have a minimum warranty period of five (5) years on all components from date of delivery. All equipment must be provided and warranted by a single vendor. Warranty shall include actual parts and labor for any warranty work performed at manufacturer's facility. The manufacturer will incur all cost for shipping to and from the end user's site. A copy of the written warranty must be included in Bidder's proposal. If Bidder is not the manufacturer, the manufacturer's name and contact information must be provided.

Purchase/Contract Terms

Measurement

Solar-Powered School Zone Flashing Beacon Assemblies shall be measured in units of each and will be paid for at the contract unit price per each. The price shall include pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, control components, gel cell batteries, beacon heads, flasher controller, and cabinet, mounting assemblies and required design and certifications.

For the purposes of this procurement, the Bidder shall provide line item pricing for the following items:

- Complete S/Z Flasher assembly (including pole, breakaway base, anchor bolts, pole collar, connectors, wiring, photovoltaic modules, gel cell battery, control components, beacon heads, flasher controller, cabinet, mounting assemblies, and related incidentals)
- Gel Cell Battery (for the purpose of a spare parts inventory)

It is anticipated the City will place an initial order of approximately eight (8) School Zone Flashing Beacon Assemblies and Gel Cell Batteries during the first year of this contract. Each year thereafter for the duration of the contract, the City estimates approximately eight (8) S/Z Flashers and Gel Cell Batteries will be procured.



Photo No. 1 – Complete S/Z Flasher Assembly



Photo No. 2 – Pole Base & Pole Collar



Photo No. 3 – Controller Cabinet (front view)



Photo No. 4 – Controller Cabinet (side view)

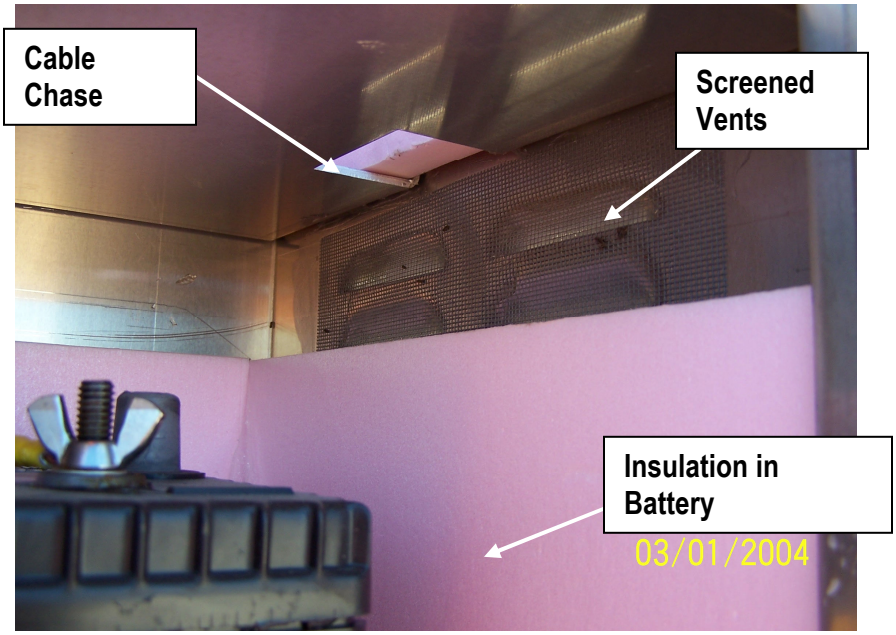


Photo No. 5 – Battery Compartment inside Cabinet



Photo No. 6 – Cabinet Door with Gasket



Photo No. 7 – Cabinet Door hinge (external view)



Photo No. 8 – Cabinet Door Hinge (internal view)

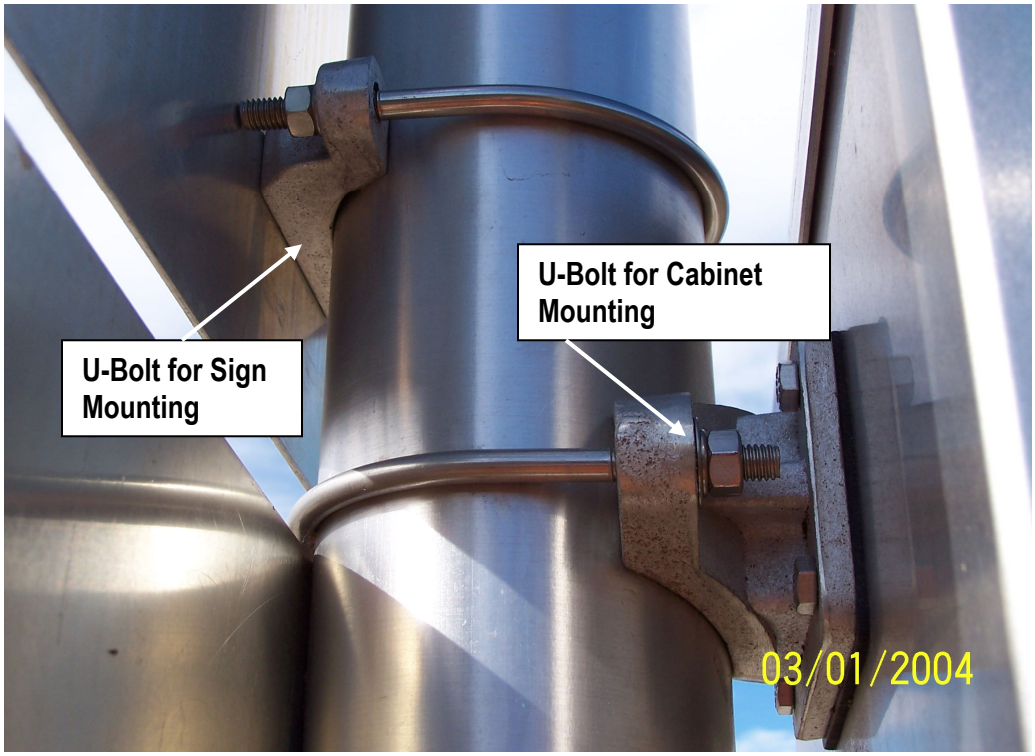


Photo No. 9 – U-Bolt Assemblies

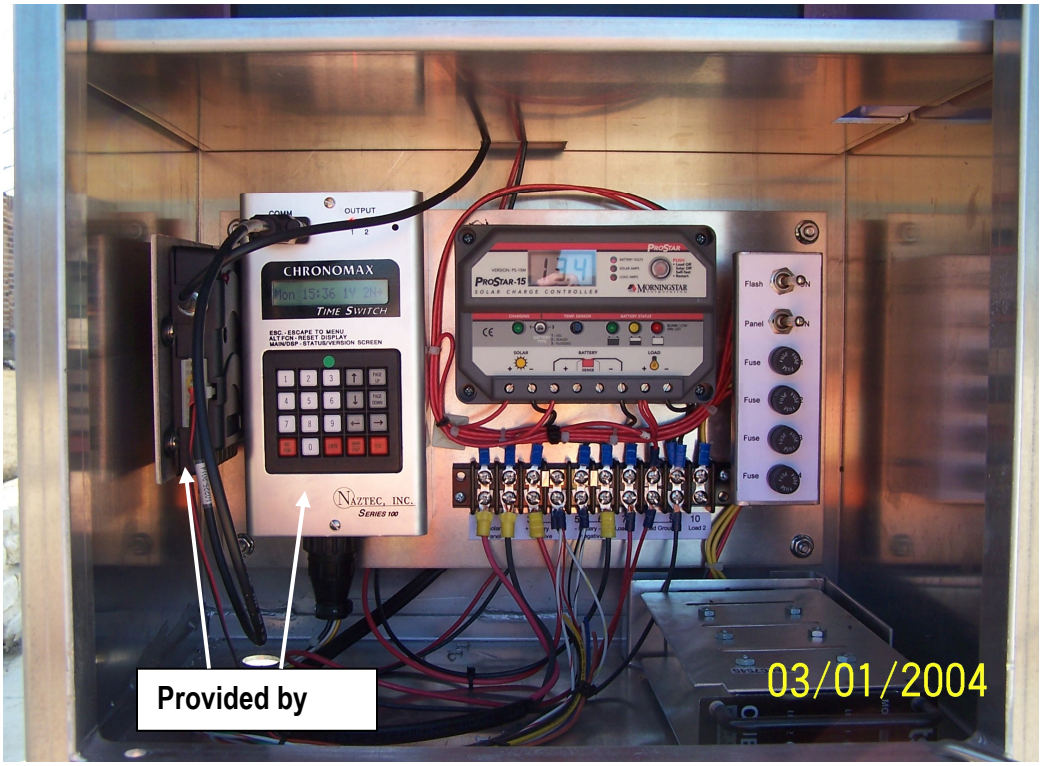


Photo No. 10 – Controller Cabinet Components



Photo No. 11 – Flashing Beacon Assembly



Photo No. 12 – U-Bolt mounting assembly for Flashing Beacon



Photo No. 13 – Photovoltaic Module



Photo No. 14 – Photovoltaic Module (Close-up)

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM
1202-039
SOLAR POWERED SCHOOL ZONE FLASHERS & GEL CELL BATTERIES

Item	Description	Units	Estimated Annual Quantity.	Unit Cost	Extended Cost	Delivery (in days)
1	Solar Powered School Zone Flashers per City of Frisco Specifications	Each	8			
2	Gel Cell Batteries	Each	8			
				Grand Total:		

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:_____

Address of Bidder:_____

Telephone Number: _____ Fax:_____

E-mail address: _____

By: _____(print name) Cash Discount Terms:_____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 ____ #2_____#3 _____#4 _____#5_____

AGENDA ITEM #18.

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: **April 10, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Physio Control for the Purchase of Eleven (11) Lifepak 15 Heart Monitor/Defibrillators.**

Action Requested: Council approval of a purchase order to Physio Control for the purchase of eleven (11) Lifepak 15 heart monitor/defibrillators, in the amount of $439,903.

Background Information: Sole source expenditure for products and services from Physio Control, as allowed by chapter 252.022 (a) (7) of the Texas Local Government Code. Physio Control is the sole source for this product. These units are being purchased to replace existing Lifepak 12 units.

Board/ Citizen Input: N/A

Alternatives: City Council could choose not to approve this purchase.

Financial Considerations: $352,000 is available through grant funds with the remaining $87,903 allocated through the 2012 budget amendment.

Legal Review: N/A

Supporting Documents: Dept memo, quote from Physio Control and sole source letter.

FRISCO FIRE DEPARTMENT

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

Memorandum

To: **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 28, 2012**

Subject: **Request for City Council consideration for the approval of a Purchase Order to Physio Control for the purchase of Lifespan 15 cardiac monitors**

Attached for your review is a request for City Council consideration of a Purchase Order to Physio Control of Redmond, Washington, in the amount of $439,903.20, for the purchase of eleven (11) LifePak 15 cardiac monitors and related equipment. Frisco Fire Department currently has a mixed inventory of LifePak 15 monitors and LifePak 12 monitors. The LifePak 15 monitor is state of the art technology and we have identified this monitor to be ordered with all new apparatus packages. The LifePak 12 monitors we currently use are reaching the end of their service life and we are nearing the time when parts and service will not be available. This purchase of LifePak 15 monitors will completely upgrade the Departmental Inventory to LifePak 15 monitors.

At their September 6, 2011 meeting the City Council authorized staff to submit three (3) projects for the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program (6-0). One of the projects submitted was for the purchase of the eleven (11) LifePak 15 cardiac monitors; the initial project estimate was for $524,258 (with federal funds totaling $419,406.40 and City matching funds totaling $104,851.60).

At their February 7, 2012 meeting the City Council authorized the City Manager to accept a Grant Award Notice (GAN) for the purchase of the LifePak 15 monitors (5-0). The total of the GAN for this project totals $440,000 (with federal funds totaling $352,000 and City matching funds totaling $88,000). At their March 20, 2012 meeting the City Council approved a budget amendment to include funding for this purchase in the FY 2012 Fire Department Operating Budget (13537000-79400) (4-0).

Physio Control is the sole source provider of LifePak monitors and performs all services relating to the monitors; a sole source letter is included along with a copy of Physio Control Quotation No. 1-217064042.

I respectfully request that this item be placed on the April 17, 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.

Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
www.medtronic.com
tel 800.442.1142
fax 800.732.0956

To: Lee Glover
Assistant Fire Chief
Frisco Fire Department
8601 Gary Burns Dt
FRISCO, TX 75034
Phone: (972) 292-6330
Fax: (972) 335-5528
lglover@friscofire.com

Quote#: **1-217064042**
Rev#: 4
Quote Date: 03/21/2012
Sales Consultant: Elizabeth Roberts
800-442-1142 x 72438
FOB: Destination

Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

Contract: **NASPO #SW300**

Exp Date: **04/13/2012**

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	**99577-001257 - LP15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO/MetHb, 12L GL, NIBP, CO2, Trend, BT** THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	11	$36,595.00	$5,489.25	$3,727.27	$27,378.48	$301,163.25
2	**11577-000004 - STATION BATTERY CHARGER** AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	7	$1,585.00	$314.25	$200.00	$1,070.75	$7,495.25
3	**21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY** RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	55	$400.00	$77.85	$0.00	$322.15	$17,718.25
4	**99428-000243 - LIFENET TRANSMISSION SUBSCRIPTION - 1 YR** ONE (1) YEAR TRANSMISSION SUBSCRIPTION FOR LIFEPAK DEVICES. SUBSCRIPTION IS PER DEVICE.	1	$119.00	$0.00	$0.00	$119.00	$119.00
5	**11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET** RED LNC-04,PATIENT CABLE,4FT,REF 2055	11	$190.00	$65.05	$0.00	$124.95	$1,374.45
6	**11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407** RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	11	$819.00	$228.25	$0.00	$590.75	$6,498.25
7	**11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640** RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	11	$819.00	$143.25	$0.00	$675.75	$7,433.25
8	**11996-000020 - INFANT CUFF, 6X18CM REUSABLE** NIBP CUFF-REUSABLE,INFANT,6X18CM	11	$19.00	$3.70	$0.00	$15.30	$168.30

Quote#: 1-217064042
Rev#: 4
Quote Date: 03/21/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
9	**11996-000021 - SMALL CHILD CUFF, 7X21CM REUSABLE** NIBP CUFF-REUSABLE,SMALL CHILD,7X21CM	11	$22.00	$4.15	$0.00	$17.85	$196.35
10	**11996-000022 - CHILD CUFF (PEDIATRIC), 9X27CM REUSABLE** NIBP CUFF-REUSABLE,CHILD,9X27CM	11	$22.00	$4.15	$0.00	$17.85	$196.35
11	**11996-000023 - SMALL ADULT CUFF, 12X30CM REUSABLE** ACCESSORY 11996-000023 OEM LP12	11	$26.00	$4.75	$0.00	$21.25	$233.75
12	**11996-000025 - LARGE ADULT CUFF, 16X42CM REUSABLE** NIBP CUFF-REUSABLE,LARGE ADULT 16X24CM	11	$30.00	$5.35	$0.00	$24.65	$271.15
13	**11996-000026 - THIGH CUFF, 20X54CM REUSABLE** NIBP CUFF- REUSABLE,THIGH, 20X54CM	11	$125.00	$21.30	$0.00	$103.70	$1,140.70
14	**11577-000002 - KIT - CARRY BAG, MAIN BAG** ACCESSORY 11577-000002 LP15 KIT CRY BAG. Includes shoulder strap 11577-000001	11	$268.00	$55.50	$0.00	$212.50	$2,337.50
15	**11220-000028 - Top Pouch** Storage for sensors and electrodes. Insert in place of standard paddles.	11	$48.00	$8.90	$0.00	$39.10	$430.10
16	**11260-000039 - KIT - CARRY BAG, REAR POUCH** KIT - CARRY BAG, REAR POUCH	11	$69.00	$13.75	$0.00	$55.25	$607.75
17	**MC999-001005-5 - POS - 5 YEAR . On-site repair and one inspection per year. Price per unit.** Contracts with 4 and 5 year terms must be paid in full up front.	11	$5,165.00	$0.00	$0.00	$5,165.00	$56,815.00
18	**50999-000119 - ZONE TRAVEL CHARGE: ZONE 3**	5	$190.00	$0.00	$0.00	$190.00	$950.00
19	**99428-000307 - SUBSCRIPTION, LIFEPAK 15 TO V2 SOFTWARE UPDATE - LIFENET** SUBSCRIPTION- LP15 TO V2 SOFTWARE UPDATE-LIFENET	18	$995.00	$0.00	$0.00	$995.00	$17,910.00
20	**21340-000753 - EMS DATA REVIEW SW 9.0**	1	$2,250.00	$337.50	$0.00	$1,912.50	$1,912.50
21	**99428-000294 - LIFENET CONNECT - CODE-STAT** LIFENET CONNECT - CODE-STAT	1	$129.00	$0.00	$0.00	$129.00	$129.00
22	**21340-000750 - DT EXPRESS DTXC4B671ZZZZZZZZZ** DT EXPRESS	2	$499.00	$74.85	$0.00	$424.15	$848.30
23	**21300-005026 - IrDA Adapter with USB port (LIFENET DT Express Required)** Infrared wireless data communication cable for personal computer that works hand in hand with LIFENET DT Express to download event data from LIFEPAK CR Plus Defibrillator.	2	$123.00	$29.50	$0.00	$93.50	$187.00
24	**11171-000017 - LNCS DCI, ADULT SPO2 SENSOR REUSABLE** LNCS DCI,ADULT SPO2 SENSOR,REUSABLE,REF 1863	10	$278.00	$48.50	$0.00	$229.50	$2,295.00

Quote#: 1-217064042
Rev#: 4
Quote Date: 03/21/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
25	**11171-000032 - RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407** RAINBOW DCI-DC8,ADULT REUSE SENSOR,8FT,REF 2407	8	$819.00	$228.25	$0.00	$590.75	$4,726.00
26	**11171-000033 - RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640** RAINBOW DCIP-DC8,PED REUSE SENSOR,8FT,REF 2640	8	$819.00	$143.25	$0.00	$675.75	$5,406.00
27	**21340-000807 - CODE-STAT Client Software Version 9.0.1 for EMS**	1	$699.00	$0.00	$0.00	$699.00	$699.00
28	**11996-000311 - Patient simulator - ECG, 12 Lead** Patient simulator - ECG, 12 Lead	1	$803.00	$161.25	$0.00	$641.75	$641.75

SUB TOTAL	$439,903.20
ESTIMATED TAX	$0.00
ESTIMATED SHIPPING & HANDLING	$0.00
GRAND TOTAL	**$439,903.20**

Trade-in Detail

Product	Qty	Unit Value	Total Value

Pricing Summary Totals

List Price:	$559,470.00
NASPO #SW300 Contract Discount:	- $77,166.80
Trade-ins:	- $42,400.00
GRAND TOTAL FOR THIS QUOTE	**$439,903.20**

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off list price on your LIFEPAK disposables by signing up for a disposables agreement"

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER.A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES.THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

_____
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

_____
NAME

_____
TITLE

_____
DATE

Ref. Code: MH/02667801/1-3L8FO8

Notes:

Taxes, Shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only.

Above pricing valid only if quote is purchased in its entirely (optional items not required).

To receive a trade-in credit, the customer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost

In the event that the trade-in device(s) are not received by Physio-Control within the 30-day window, customer acknowledges that the quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Customer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

LIFEPAK 12 Battery Chargers
11432518
39048464
11432510
11462515
12784568
33648264
35955598

LIFEPAK 12 Units
31184212
32460799
32460800
33584216
34307013
35037897
35952451
35962559
35962585
35962589

LIFEPAK 10 Units
1462808

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyers account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes. the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyers sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.

PHYSIO CONTROL

Physio-Control, Inc.
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052
Tel 425.867.4000 Toll-free 800.442.1142

www.physio-control.com

March 1, 2011

Stan Putter
Strategic Analyst
Frisco Fire Department
8601 Gary Burns
Frisco, TX 75034
972-292-6312
972-292-6319 (Fax)
sputter@friscofire.com

Dear Mr. Putter:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider for the LIFEPAK® defibrillator, defibrillator/monitor, and monitor/defibrillator family of products in your marketplace; including, LIFENET® Data Management Solutions, LIFEPAK brand accessories, repair parts, upgrades, and factory authorized services. Physio-Control does not utilize the services of any authorized resellers in the sale of our products in your marketplace.

Best regards,

Daniel Finney
Principal Contract Analyst
Physio Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003

AGENDA ITEM #19.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **April 11, 2012**

Subject: **Consider and Act Upon Approval of Purchase Orders with Holiday Chevy-Ford for the Purchase of Five (5), 1/2 Ton Pickups.**

Action Requested: Council approval of purchase orders with Holiday Chevy-Ford for the purchase of five (5), 1/2 ton pickups, in the amount of $95,190.

Background Information: Purchase made through an interlocal agreement with the State of Texas. Pickups are replacement vehicles, one (1) for the Public Works Right of Way division and four (4) for the Meters & Utilities division. Pickups will replace high mileage units that are in need of replacement.

Board/ Citizen Input: N/A

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

Financial Considerations: Funds are available through the Public Works FY 2012 operating budget.

Legal Review: N/A

Supporting Documents: Department memos and quotes.

TO: **TOM JOHNSTON, DIRECTOR OF ADMIN. SERVICES**

FROM: **DAVID MCBURNETT, FLEET MANAGER**

SUBJECT: **½ TON PICKUPS FOR ROW, METERS, AND UTILITIES**

DATE: **APRIL 9, 2012**

Fleet Services and the various representatives met to discuss vehicle needs. The vehicles are offered on the Texas Contract 071-A1-2011/2012.

The purchases breakdown as follows:

ROW (1)	F-150	without towing package	$18,454.40
Meters & Utilities (4)	F-150	with towing & limited slip	$19,184.01

The departments have the appropriate funding.

We would like this presented to the City Council on the April 17 meeting. Your assistance will be appreciated.

Please contact me if you have any questions.

Rusty Adams
Johnson Grayson Automotive Inc.
DBA Holiday Ford & Holiday Chevrolet
1017 Hwy 82 West
Whitesboro, Texas 76273
903-771-1970

Wire Transfer Information Will Be Provided upon request.

ESTIMATE

State Contract # : 071-072-A2

Date: 4/11/2012

Signature _____ Date

Name_____

TO: City of Frisco

ATT: Tom Johnston

Title_____

CC: David McBurnett

REFERENCE ON PO:

Model: 2012 Ford F-150 Supercab SWB

Unit Cost With Options Listed Below:	**$18,430.65**
See Window Sticker Attachment for Options Only	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Vehicle Total	**$18,430.65**

Additional Equipment/Up-Fit

	$0.00
	$0.00
	$0.00
	$0.00
Up-Fit/ Equipment Total	**$0.00**

EXTERIOR COLOR: Oxford White
INTERIOR COLOR: Steel Vinyl

Per Vehicle Sub Total	**$18,430.65**
2 Year Inspection Sticker	$23.75
Delivery	$0.00
Documentation Fee	$0.00
Total Per Vehicle Cost	**$18,454.40**
Quantity Ordered With Above Configuration	**1**
Total Vehicle Order Cost	**$18,454.40**

Johnson Grayson Automotive Inc.
DBA Holiday Ford & Holiday Chevrolet
1017 Hwy 82 West
Whitesboro, Texas 76273
903-771-1970

Wire Transfer Information Will Be Provided upon request.

ESTIMATE

State Contract # : 071-072-A2

Date: 4/11/2012

TO: **City of Frisco**
ATT: **Tom Johnston**
CC: David McBurnett

REFERENCE ON PO:

Model: 2012 Ford F-150 Supercab SWB

_____
Signature Date

Name_____

Title_____

Unit Cost With Options Listed Below:	**$19,160.26**
See Window Sticker Attachment for Options Only	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
Vehicle Total	**$19,160.26**

Additional Equipment/Up-Fit

	$0.00
	$0.00
	$0.00
	$0.00
Up-Fit/ Equipment Total	**$0.00**

EXTERIOR COLOR: Oxford White
INTERIOR COLOR: Steel Vinyl

Per Vehicle Sub Total	**$19,160.26**
2 Year Inspection Sticker	$23.75
Delivery	$0.00
Documentation Fee	$0.00
Total Per Vehicle Cost	**$19,184.01**
Quantity Ordered With Above Configuration	**4**
Total Vehicle Order Cost	**$76,736.04**

AGENDA ITEM #20.

CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: **Mayor and Council**

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

CC: **George Purefoy, City Manager**

Date: **April 10, 2012**

Re: **Reimbursement, Acknowledgment, Release, Hold Harmless and Indemnity Agreement**

Action Requested: Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Reimbursement, Acknowledgement, Release, Hold Harmless and Indemnity Agreement by and between the City of Frisco, Texas and Pulte Homes of Texas, LP.

Background Information: On August 16, 2011 the City Council passed Resolution 11-08-148R approving the *Impact Fee Settlement Agreement* between the City of Frisco and multiple developers of the property formally known as the Lone Star Ranch which was the subject of that certain Impact Fee Agreement dated December 7, 1999 and amended March 1, 2000. I have attached a copy of the agenda memorandum that was included in your packet related to this item for your reference.

You will note in the attached agenda memorandum that it was mentioned under "Financial Considerations:" one of the long time developers within the Property (Lone Star Ranch) would be eligible for a partial reimbursement of impact fees. That developer is Pulte Homes of Texas, LP ("Pulte") and the purpose of the agreement you are considering on this agenda is to provide for the reimbursement of a portion of the impact fees Pulte has previously paid. The reason for the partial reimbursement is that had the original impact fee agreement from 1999 been properly implemented some of the impact fees that were assessed to Pulte would not have been paid. Therefore, staff believes that in order to properly account for the payment of these fees the amounts reflected under the column "Reimbursement Amount" in the table below should be reimbursed. However, as part of this agreement the "Reimbursement Amount" would be deducted from the column "Impact Fee Credits" which reflects the amount of "Impact Fee Credits" that were provided to Pulte under

the *Impact Fee Settlement Agreement* approved by Council August 16, 2011. Using this methodology Pulte is not getting double credit for the impact fees thus reducing the amount of Impact Fee Credits to that amount listed under the column "Revised Exhibit "C" to Impact Fee Settlement Agreement".

	Starting Balance	Minus Reimbursement Amount	Equal Revised Exhibit "C" Balances
Impact Fee Type	Impact Fee Credits from Exhibit "C" to Impact Fee Settlement Agreement	Reimbursement Amount	Revised Exhibit "C" to Impact Fee Settlement Agreement
Road	$2,530,112.57	$1,207,341.00	$1,322,771.57
Water	$606,641.46	$323,813.46	$282,828.00
Wastewater (Sewer)	$1,438,017.00	$1,168,591.00	$269,426.00
Total	$4,574,771.03	$2,699,745.46	$1,875,025.57

The attached agreement also provides for a release, hold harmless and indemnity agreement which finalizes this reimbursement and the revisions to the impact fee credits contained in Exhibit "C" to the Impact Fee Settlement Agreement as the sole amounts to which Pulte could make claim.

Financial Considerations: The approval of this agreement will require the reimbursement of impact fees in the amounts reflected above in the table under the column "Reimbursement Amount". The funds are available in the individual impact fee funds and the appropriate expenses will be adjusted this summer when we approve the revised budgets.

Legal Review: The agreement has been reviewed by Rebecca Brewer of the City Attorney's office.

Supporting Documents:

- Agenda Memo from August 16, 2011 Council Meeting packet
- Resolution
- Reimbursement, Acknowledgment, Release, Hold Harmless and Indemnity Agreement

Staff Recommendation:

Staff recommends approval as submitted.

CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: **Mayor and Council**

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

CC: **George Purefoy, City Manager**

Date: **August 8, 2011**

Re: **Impact Fee Settlement Agreement**

Action Requested:

Consider and act upon adoption of a Resolution authorizing the City Manager to execute an Impact Fee Settlement Agreement by and between the City of Frisco and multiple developers for the property formally known as the Lone Star Ranch and the subject of that certain Impact Fee Agreement (Lone Star Ranch) dated December 7, 1999 and amended March 1, 2000.

Background Information:

On March 1, 2000 the City entered into an Impact Fee Agreement on what used to be referred to as the Lone Star Ranch Development which consisted of approximately 3,470.2 acres of land on the west side of Frisco. This original agreement was amended on January 2, 2002 adding some additional Property to the covered area bringing it to a total of 3,799.6 areas (the Property is generally reflected in the attached "Property Ownership Map"). At the time of the original agreement all of the Property was held\controlled by one developer, Dan Tomlin, in a series of joint ventures and partnerships.

The basic premise of the agreement was to provide impact fee credits against assessed water, sewer, and thoroughfare impact fees for public improvements made by the developer so long as such improvements "qualified". In order for an improvement to qualify it must be contained in the Capital Improvement Plan ("CIP") and the project list contained in the Impact Fee Ordinance ("IFO"). Further, the developer was eligible for credit up to a maximum of the amount reflected for a given

project in the Impact Fee Ordinance once such project was completed and accepted by the City.

Two issues began to arise related to the administration of the original agreement. The first was the fact that processes outlined in the agreement for submitting and reviewing projects for potential impact fee credit was not properly followed. This created questions about which projects were "qualified" as well questions concerning how much credit was to be provided for a qualified project. This issue required staff to go back through approximately nine years worth of data to verify which projects were qualified, which were not and to determine how much of each type (water, sewer thoroughfare) of credit was to be provided to the developers based on the CIP and IFO in effect at the time the project was completed.

The second issue was the Property began to be broken up and sold off to various developers. The agreement required certain "assignment" processes occur as each of the parcels was sold\transferred. Unfortunately, these processes did not occur; therefore, when parcels moved from one developer to another the city was not aware of these changes making it impossible to determine which impact fee credits belong to whom. These situations lead to another issue where we had multiple development groups claiming the same impact fee credits.

As one can see these issues needed to be resolved and the purpose of the Impact Fee Settlement Agreement before you for consideration is to resolve these matters. This agreement specifically does the following –

1. Restated the Property to be covered by the new agreement (same property description as the original agreement and amendment; and
2. Defines who the Developers are who have a claim related to the Property and the impact fee credits resulting from the original agreement; and
3. Defines what the total impact fees, by type (water, sewer, thoroughfare), are available to the Developers on the Property; and
4. Defines how much of the impact fees are available to each Developer. The Developers are agreeing that the amount reflected on Exhibit "C" is the total amount they are allocated from the total amount of impact fee credits. This is true even if the amount is zero, which is the case in many of them. The reason for such certification is this closes any claims to any additional impact fee credits or ownership of existing impact fee credits; and
5. Defines under what circumstance and through what process the impact fee credits may be used or transferred. It also provides an outline of the process, as well as provides forms to be utilized within the process; and
6. Makes the original agreement and its amendment null and void.

This agreement does <u>not</u> preclude a Developer from obtaining additional impact fee credits for additional infrastructure improvements completed after this agreement. Such request would simply require that such impact fee credits be considered as the

additional improvements are completed and under a completely separate impact fee agreement requiring the City Council's approval.

Financial Considerations:

This agreement contemplates and documents impact fee credits for which Developers may apply to use. This will mean that a Developer may utilize the credits in lieu of paying impact fees that would otherwise be due and payable thus reducing fee revenue to be generated by development on the Property until such time as all credits are used. One long time Developer within the Property will be eligible for a partial reimbursement due to an overpayment of impact fees which was contemplated during discussions concerning infrastructure installation that occurred prior to negotiations beginning on the development of this settlement agreement.

Legal Review:

This document has received legal review by Rebecca Brewer of the City Attorney's office.

Supporting Documents:

- Resolution
- Property Map
- Impact Fee Settlement Agreement with attachments

Staff Recommendation:

Staff recommends approval subject to City staff –
1. inserting the final list of Developer entity names in the preamble to the Agreement; and
2. inserting the proper date paragraph 4.a.; and
3. inserting the proper Resolution number in paragraph 17.(e); and
4. inserting the final Developer signature blocks and notaries based on the entities inserted into the agreement preamble; and
5. finalizing any changes to the exhibits based on the above items.

NOTE: *Item 3 above refers to the next item on your agenda which is the adoption of a Resolution which authorizes the City Manager to "release property from agreements with the City". What this means is that once a Property owner or Developer completes all of the requirements of a development\impact fee agreement the City Manager can issue a "Form Release Agreement" that will provide documentation for clearing the agreement from a title encumbrance on the property. This is the document being referred to in paragraph 17(e) of the subject Impact Fee Settlement Agreement.*

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS TO EXECUTE A REIMBURSEMENT, ACKNOWLEDGEMENT, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND PULTE HOMES OF TEXAS, LP.

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 Reimbursement, Acknowledgement, Release, Hold Harmless and Indemnity Agreement by and between the City of Frisco, Texas and Pulte Homes of Texas, LP., 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

ORIGINAL

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

AFTER RECORDING RETURN TO:
City Manager
City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034

REIMBURSEMENT, ACKNOWLEDGMENT, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

(Pulte Homes of Texas, LP)

THIS REIMBURSEMENT, ACKNOWLEDGMENT, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT ("Agreement") is made this _____ day of _____, 2012, by and between PULTE HOMES OF TEXAS, LP, a Texas limited partnership ("Pulte") and the CITY OF FRISCO, TEXAS, a Texas home rule municipality ("City"). Pulte and City are individually and collectively referred to herein as "Party" or "Parties".

RECITALS

A. Pulte owns, or owned, land, situated in the City, Denton County, Texas, as generally depicted in **Exhibit "A"**, attached hereto and incorporated herein for all purposes ("Pulte Property"); and

B. Pulte, City and others have negotiated and agreed upon that certain Impact Fee Settlement Agreement, approved by the City Council at its meeting of August 16, 2011, pursuant to Resolution Number 11-08-148R, ("Impact Fee Settlement Agreement") for the purpose of, among other things, establishing, acknowledging and agreeing to the impact fee credits (as defined in the Impact Fee Settlement Agreement) ("Credits") for certain parcels of property within the City, some of the parcels being the Pulte Property; and

C. Pulte has paid impact fees on developed portions of the Pulte Property ("Impact Fees Paid") as required by Ordinance No. 90-06-08 and as amended by Ordinance Nos. 91-03-01, 93-02-07, 94-04-07, 00-02-29, 01-09-66, 05-07-53, and any other amendment, as they exist or may be amended (additionally and collectively the "Impact Fee Ordinance"); and

D. In consideration for, among other things, Pulte's execution of the Impact Fee Settlement Agreement, the Impact Fees Paid and Pulte's ongoing infrastructure development of facilities identified in City's Capital Improvements Plan ("CIP"), Pulte has requested and City agrees to provide Pulte with a partial reimbursement of the Impact Fees Paid, thereby reducing Pulte's eligible Credits under the Impact Fee Settlement Agreement as set forth below; and

E. Pulte acknowledges and agrees that City shall have no obligation to reimburse Pulte any amounts or any impact fees it has paid up through the date of this Agreement except as expressly provided herein with regard to the Pulte Property; and

F. In consideration for City agreeing to tender Pulte the reimbursement set forth herein, Pulte agrees to release, indemnify and hold harmless City according to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual promises contained herein the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Pulte Property. Pulte represents and warrants that it is the sole owner of the Pulte Property, other than portions of the Pulte Property which Pulte has conveyed to third parties prior to the date of this Agreement.

2. Acknowledgment of Accuracy of Accounting. Pulte and City acknowledge and agree that the Credits described in Exhibit "C" of the Impact Fee Settlement Agreement, the Reimbursement Amount (hereinafter defined) and the Revised Exhibit "C" to the Impact Fee Settlement Agreement (hereinafter defined), as described in **Exhibit "B"**, are a true and accurate accounting of the fees and credits that are the subject of this Agreement.

3. Reimbursement Amount to Pulte. The Impact Fee Settlement Agreement establishes, among other things, the Credit for which Pulte is eligible to receive. In consideration for, among other things, the Impact Fees Paid, Pulte's ongoing infrastructure development of facilities identified in the CIP, the execution of the Impact Fee Settlement Agreement by all parties thereto and Pulte's agreement to release, indemnify and hold harmless City according to the terms set forth in this Agreement, City agrees to pay Pulte a partial reimbursement of the Impact Fees Paid, in the amount of Two Million, Six Hundred Ninety-Nine Thousand, Seven Hundred Forty-Five and 46/100 ($2,699,745.46) ("Reimbursement Amount"). Allocation of the Reimbursement Amount is reflected in **Exhibit "B"** under the heading "Reimbursement Amount".

Ten (10) days following the latest date this Agreement is executed, as evidenced in the notary section below, City will deliver payment of the Reimbursement Amount to Pulte at the address provided below.

4. Credits Due Pulte Under the Impact Fee Settlement Agreement. Upon City's payment of the Reimbursement Amount in accordance with this Agreement, Pulte and City acknowledge and agree that Exhibit "C" of the Impact Fee Settlement Agreement shall be amended and reduced to reflect the Credit balances set forth in **Exhibit "B"**, attached hereto, under the header "Revised Exhibit "C" to Impact Fee Settlement Agreement" ("Revised Exhibit "C" to Impact Fee Settlement Agreement").

5. Amendment to Impact Fee Settlement Agreement/Impact Fee Settlement Agreement Ratified. Pulte and City acknowledge and agree that Exhibit "C" of the Impact Fee Settlement Agreement is amended as set forth in Paragraph 4 above as to Pulte only. It is the intent, acknowledgement and agreement of the Parties hereto that this Agreement solely amends Exhibit "C" of the Impact Fee Settlement Agreement as set forth above, and that said amendment complies with and satisfies Paragraph 14 of the Impact Fee Settlement Agreement for the purposes of amendments thereto. The Parties hereby ratify the Impact Fee Settlement Agreement in its entirety with the amendment to Exhibit "C" as provided herein.

6. Release. Pulte acknowledges and agrees that this Agreement and the rights, duties and obligations herein are strictly contingent upon it waiving, releasing and relinquishing any previous, current and/or future claims that it may have to reimbursements for impact fees paid on the Pulte Property up to and including the date of this Agreement ("Released Claims"), and Pulte hereby waives, releases and relinquishes the Released Claims; provided however, nothing in this Paragraph is intended to waive, release or relinquish City's obligations under this Agreement.

7. **INDEMNIFICATION. PULTE, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) BROUGHT BY ANY PERSON OR ENTITY, AGAINST CITY, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, RELATED IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE RELEASED CLAIMS, THE REIMBURSEMENT AMOUNT, ANY FINANCIAL CLAIMS AGAINST THE CALCULATION, OWNERSHIP AND/OR PAYMENT OF THE REIMBURSEMENT AMOUNT, ANY CLAIM THAT ANY PAST AND/OR FUTURE INDIVIDUAL, ENTITY OR LANDOWNER AND/OR PURCHASER MAKES RELATED TO THE REIMBURSEMENT AMOUNT, INCLUDING PREDECESSORS IN INTEREST, SUCCESSORS OR ASSIGNS, OF THE THIRD PARTIES DESCRIBED IN THIS PARAGRAPH 7 (COLLECTIVELY, "CLAIMS").**

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL SELECTED BY PULTE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY'S APPROVAL MUST BE IN WRITING AND CANNOT BE UNREASONABLY WITHHELD. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY REASONABLE REFUSAL TO APPROVE OR RETENTION OF DEFENSE COUNSEL BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PULTE'S OBLIGATION TO INDEMNIFY AND DEFEND CITY, INCLUDING BUT NOT LIMITED TO, PAYING ATTORNEYS' FEES AND COSTS, PURSUANT TO THIS AGREEMENT. PULTE SHALL SUBMIT TO CITY FOR APPROVAL ITS SELECTED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. PULTE SHALL RETAIN DEFENSE COUNSEL WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF CITY'S WRITTEN APPROVAL. IF WRITTEN

APPROVAL IS REASONABLY WITHHELD BY CITY, FOR REASONS SUCH AS, AMONG OTHERS, LACK OF COMPETENCE, LACK OF EXPERIENCE, POOR REPUTATION, CONFLICT OF INTEREST OR PERSONALITIES OR ANY OTHER REASONABLE BASIS, PULTE SHALL RETAIN DEFENSE COUNSEL SELECTED BY CITY ON TERMS APPROVED IN WRITING BY CITY. IF PULTE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND PULTE SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY, INCLUDING ANY AND ALL ATTORNEYS' FEES.

THIS PARAGRAPH 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Default of City. If City fails to comply with any provision of this Agreement, City will be considered in default. Upon Pulte giving written notice of the default to City and failure of City to cure such default within thirty (30) days of receipt of such notice, Pulte may seek specific enforcement of this Agreement as its sole and exclusive remedy.

9. Default of Pulte. If Pulte fails to comply with any provision of this Agreement, Pulte will be considered in default. Upon City giving written notice of the default to Pulte and failure of Pulte to cure such default within thirty (30) days of receipt of such notice, City shall have all rights and remedies available to it, including, without limitation, the following:

a. to refuse to issue building permits for the Pulte Property for any breach of Paragraphs 6 and/or 7; and/or

b. to refuse to issue a certificate of occupancy for any building on the Pulte Property for any breach of Paragraphs 6 and/or 7; and/or

c. to seek specific enforcement of this Agreement.

10. Notices. Any notices, objections or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given upon receipt or refusal of receipt when delivered by hand; or when sent by a nationally recognized receipted delivery services; or when mailed by first class, certified mail, postage prepaid, return receipt requested, to Pulte or City at the following addresses:

If to Pulte:

Pulte Homes of Texas
Attn: Bryan Swindell, Division President
1234 Lakeshore Drive, Suite 750A
Coppell, Texas 75019

If to the City: City of Frisco
Attn: Ron Patterson, ACM
6101 Frisco Square Blvd.
Frisco, Texas 75034

Any address set forth above may be changed by notice given pursuant to this Paragraph 10.

11. Miscellaneous Provisions.

a. Pulte may not assign its right to receive the Reimbursement Amount described herein. Pulte may otherwise assign this Agreement in accordance with Paragraph 18(a) of the Impact Fee Settlement Agreement.

b. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

c. 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.

d. The Parties agree that this Agreement constitutes a covenant running with the land binding upon the Pulte Property and shall be filed in the land records of Denton County, Texas; provided, however, (i) only Pulte (not any successor owner of any portion of the Pulte Property) shall be entitled to receive payment of the Reimbursement Amount, and (ii) no owner of a portion of the Pulte Property conveyed to The Village at Frisco Lakes Community Association, Inc. or constituting a platted residential lot upon which a completed home has been constructed will have any obligation to indemnity, defend or hold harmless any person or entity under Paragraph 7 above.

e. If any provision in this Agreement be held to be void or unenforceable by a court of competent jurisdiction, this Agreement shall not be void or vitiated thereby, but shall be construed to be in force with the same effect as though such provision were omitted.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and exclusive venue for any dispute arising hereunder shall lie in Collin County, Texas.

g. By execution of this Agreement, the Parties agree that City has not waived or surrendered any of its governmental powers, immunities or rights, except as specifically waived pursuant to this subparagraph. City waives its governmental immunity from suit and liability only as to any action brought by Pulte to pursue the remedy available to Pulte under this Agreement and only to the extent necessary to pursue such remedy. Nothing in this subparagraph shall waive any claims, defenses or immunities that City has with respect to suits against City by persons or entities not a party to this Agreement.

h. All warranties, representations and covenants made by Pulte in this Agreement or in any certificate or other instrument delivered by Pulte to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by City or on City's behalf.

i. The Parties agree that the Indemnity provision set forth in Paragraph 7 herein is conspicuous, and the Parties have read and understood the same.

j. Pulte warrants that it has the full power and authority to execute this Agreement for the purposes herein expressed.

k. This Agreement may only be modified or terminated by a writing signed by the Parties hereto, and no waiver hereunder shall be effective unless in writing signed by the Party to be charged.

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

m. The Recitals set forth above are incorporated herein as if repeated verbatim.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be signed and effective as of the date first above written.

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: Pulte Nevada I, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Bryan Swindell, Division President

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

By: _____
George Purefoy, City Administrator

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on this 12th day of April, 2012, by Bryan Swindell, Division President of Pulte Nevada I, LLC, a Delaware limited liability company and the General Partner of **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership, on behalf of said partnership.

Cynthia Mancinas
Notary Public, State of Texas
My Commission Expires: 3-10-13

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ___ day of _____, 2012, by George Purefoy, City Manager of **THE CITY OF FRISCO, TEXAS**, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT "A"
Map of Pulte Property

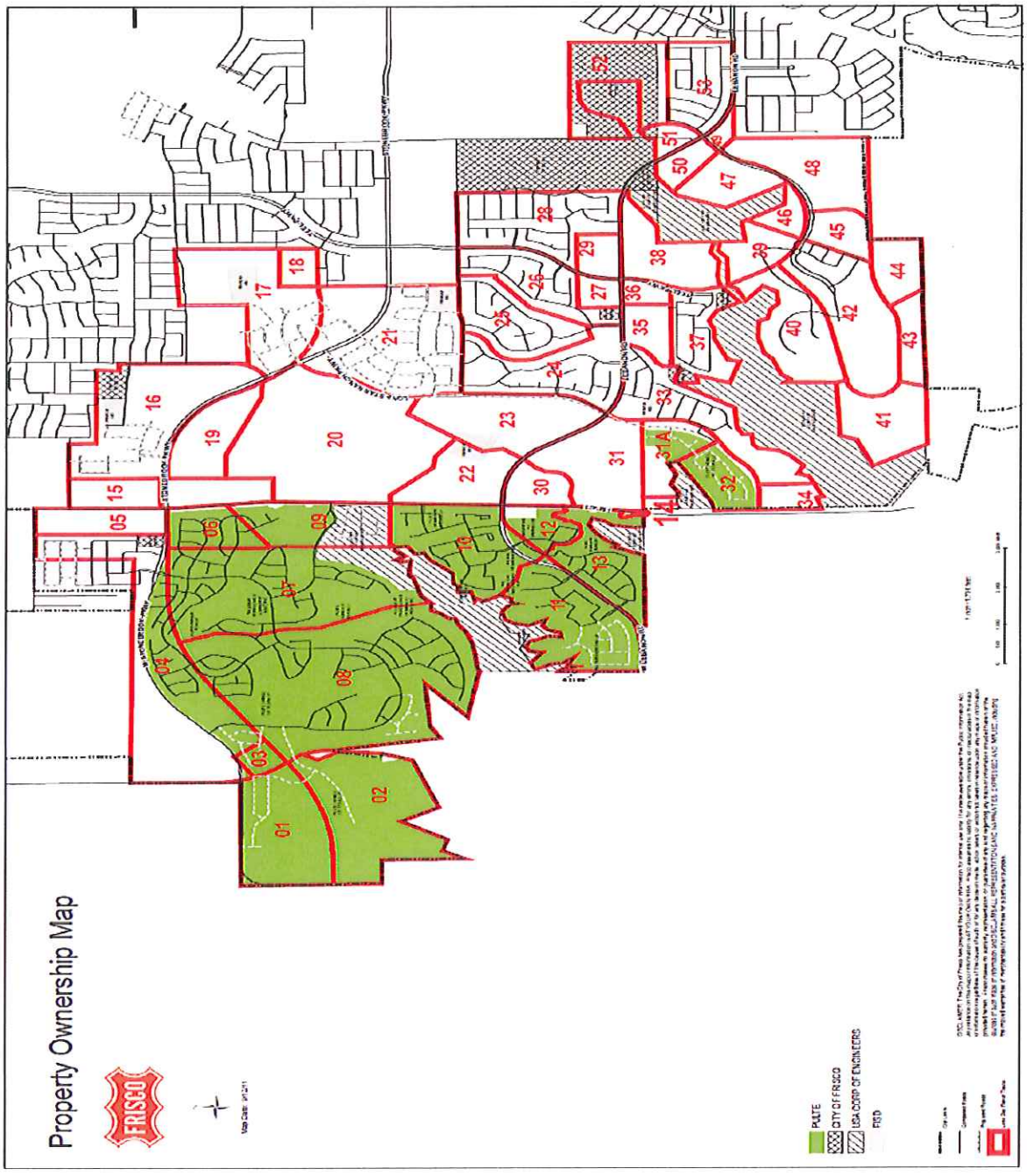


EXHIBIT "B"
Pulte Impact Fee Analysis

Impact Fee Type	Starting Balance Impact Fee Credits from Exhibit "C" to Impact Fee Settlement Agreement	Minus Reimbursement Amount Reimbursement Amount	Equal Revised Exhibit "C" Balances Revised Exhibit "C" to Impact Fee Settlement Agreement
Road	$2,530,112.57	$1,207,341.00	$1,322,771.57
Water	$606,641.46	$323,813.46	$282,828.00
Wastewater (Sewer)	$1,438,017.00	$1,168,591.00	$269,426.00
Total	$4,574,771.03	$2,699,745.46	$1,875,025.57

CITY OF FRISCO, TEXAS RESOLUTION NO. 11-08-148R

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 IMPACT FEE SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND MULTIPLE DEVELOPERS FOR THE PROPERTY FORMALLY KNOWN AS THE LONE STAR RANCH AND THE SUBJECT OF THAT CERTAIN IMPACT FEE AGREEMENT (LONE STAR RANCH) DATED DECEMBER 7, 1999 AND AMENDED MARCH 1, 2000.

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 Impact Fee Settlement Agreement by and between the City of Frisco and multiple developers for the property formally known as the Lone Star Ranch and the subject of that certain Impact Fee Agreement (Lone Star Ranch) dated December 7, 1999 and amended March 1, 2000, Developer and Developers as defined in the subject agreement, 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 16th day of August, 2011.

Maher Maso, Mayor

ATTEST TO:

Jenny Page
City Secretary

AFTER RECORDING, RETURN TO:
City Secretary
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

Impact Fee Settlement Agreement

This Impact Fee Settlement Agreement (the "New Agreement") is made and entered into as of this 18th day of April 2012, by and between Tomlin Properties Trustee, LSR Development, Inc., 423 Phillips Ranch, Ltd., Stewart Creek Apartments, Ltd., Colony 275 Joint Venture, Lebanon 180 Joint Venture, Colony-Lewisville Lake Joint Venture, Highway 423 Lebanon, Ltd., Land Advisors, Inc., Land Advisors Management, L.L.C., Pulte Homes of Texas, L.P., PCR Land Company, LLC, SCMC, L.P., LF2 Frisco Center LP, GGH Kingswood Land, LLC, GGH Kingswood Lots, LLC, Frisco Austin Ridge, LLC, One Austin Ridge Investments, LP, Papagolis Properties, Ltd., Stonebrook-423 Partners, LP, Standard Pacific of Texas, Inc. (individually, "Developer" and collectively, "Developers") and the City of Frisco, Texas ("Frisco"), and on the terms and conditions hereinafter set forth. Reference to this New Agreement shall include all amendments hereto.

WHEREAS, the Property, as defined herein, that is the subject of this New Agreement is also the subject of that certain Impact Fee Agreement dated the 7th day of December 1999 which was amended by that certain First Amendment to Impact Fee Agreement dated the 1st day of March 2000 and further amended by that certain Second Amendment to Impact Fee Agreement dated the 2nd day of January 2002 (collectively "Original Agreement") in which the Property was referred to as the LSR Property; and

WHEREAS, the Property has been subdivided and portions of such Property sold to entities which are not a party to the Original Agreement; and

WHEREAS, there is no documentation of record assigning the Original Agreement in accordance with and required by the Original Agreement, in whole or in part, to the new owners of the various portions of the Property that were sold or otherwise transferred to various persons or entities defined above as the Developers; and

WHEREAS, Developers and Frisco desire to establish an agreed upon and definitive amount of water, wastewater\sewer and thoroughfare\road impact fee credits (collectively "Impact Fee Credits") that are available as of the effective date of this New Agreement; and

WHEREAS, the capital improvements constructed by or on behalf of Developers under the Original Agreement and the Impact Fee Credits are in compliance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, Developers and Frisco desire to establish a methodology for the accounting, use, and under certain rules the assignment\transfer of Impact Fee Credits between the Developers or future owners of the Property or portion(s) thereof; and

WHEREAS, Developers and Frisco desire to terminate the Original Agreement, save and except those provisions set forth herein, along with any and all claims thereunder as outlined herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Frisco and Developers agree as follows:

1. Land Subject to New Agreement. The land that is subject to this New Agreement is approximately 3,799.6 acres more or less, save and except the parcels defined below, which is more particularly described in ***Exhibit "A"***, attached hereto and incorporated herein for all purposes (the "Property"). Each Developer represents that it is the sole owner of its respective portion of the Property as such portion is generally depicted on the map depicted in ***Exhibit "B"***, attached hereto and incorporated herein for all purposes (the "Property Ownership Map"). This New Agreement shall not apply to:

(a.) those final platted lots through which the boundary of the Property runs, but does not include the entire lot; and
(b.) those areas indicated on the Property Ownership Map as Frisco Independent School District or United States Corp of Engineers property unless such areas or portion thereof are transferred to Developer; and
(c.) those areas that become Frisco Independent School District or United States Corp of Engineers property in the future; and
(d.) any structure or lot for which a building permit has been issued on or before the date of this New Agreement; and
(e.) the tracts owned by the Catholic Diocese as shown on the Property Ownership Map.

2. Status of Original Agreement. As of the date of execution of this New Agreement, the Original Agreement shall be null and void, except that the following provisions shall be brought forward and ratified in whole and become the obligations of the parties under this New Agreement:

(a.) Dedications Required by Developers. Developers shall take all actions necessary to dedicate the following right-of-way and easements which

will be free and clear of all liens and encumbrances, save and except easement conveyances to utilities, which appear of record in the Denton County Land Records as of the date of the dedications made pursuant to this paragraph (the "Dedications"):

(i.) Each Developer that is a record title holder shall dedicate, at its sole cost and expense, by Special Warranty Deed to Frisco all right-of-way necessary for Stonebrook Parkway, Lebanon Road, Teel Parkway, Lone Star Ranch Parkway, State Highway 423 and any thoroughfares not specifically listed above, which are shown on the Frisco Thoroughfare Master Plan, as it now exists or may be amended in the future, prior to submission and approval of a final plat for any portion of the Property for which said thoroughfares are internal or adjacent to the Property, and any related storm sewer construction as Frisco deems necessary for the orderly development of the Property. Developers will dedicate all right-of-way and easements upon thirty (30) days written notice from Frisco. Alternatively, the dedications may be accomplished through the platting process with the written approval of Frisco.

(ii.) Developers shall dedicate, at their sole cost and expense, to Frisco all water, sewer, and drainage easements deemed necessary by Frisco for the orderly development of the Property. Developers will dedicate each easement upon thirty (30) days written notice from Frisco. Alternatively, the dedications may be accomplished through the platting process with the written approval of Frisco.

(iii.) As part of the Dedications made pursuant to this paragraph, Developers shall, at their sole cost and expense, tender a title search, dated after the date of Frisco's written request made pursuant to subparagraph (i) or (ii) above, to Frisco evidencing the record title holder and the existence of any liens or encumbrances on the property made the subject of the Dedications and including a copy of the documents referred to in the title search.

(b.) Alignment and Sizing of Infrastructure Improvements. The Developers agree Frisco will have final approval of the alignment and sizing of all right-of-way, easements, and other infrastructure improvements which will serve the Property or the Frisco utility, drainage or roadway infrastructure system to which it is being connected and which are the subject of this New Agreement, including, but not limited to, the alignment and sizing of all roadways, related storm sewers, and water and sanitary sewer lines and related supplemental equipment such as inlets, valves, lift stations as such are reflected in the Capital Improvement Plan as it now exists or may be amended in the future. It is understood by the parties the Capital Improvement Plan does not

reflect all subcomponents to a particular infrastructure system and such not being called out in the plan does not preclude the requirement for dedications associated with those subcomponents.

3. Previous Infrastructure Credits Not Allowed. Developers acknowledge and agree that there will be no credits provided in any future development agreement or other type of agreement that apply to the Property for infrastructure improvements for which credit has already been given in the development of the Impact Fee Credits defined below in this New Agreement. This provision shall not prohibit Developers from obtaining credit through a separate impact fee agreement for future infrastructure improvements not contemplated herein, including improvements or expansion of existing facilities, so long as such improvements are otherwise eligible for such credit.

4. Impact Fee Credits. The Developers acknowledge and agree that the thoroughfare\road, water, and wastewater\sewer Impact Fee Credits, as apportioned, categorized, and reflected in ***Exhibit "C"***, attached hereto and incorporated herein for all purposes, are the final, and only, credits due under the Original Agreement and\or this New Agreement to the Developers or any other person or entity who may now or in the future own any portion of the Property. This acknowledgment and agreement applies to any zero balance reflected on ***Exhibit "C"*** as well. The Impact Fee Credits contained in this New Agreement may never increase due to separate development agreements, now existing or that may occur in the future, and no transfers or assignments may increase the total Impact Fee Credits reflected at the bottom of ***Exhibit "C"***. The Developers further acknowledge and agree that such Impact Fee Credits may only be accounted for, used, or be assigned\transferred in accordance with the provisions of this paragraph and the terms and conditions of this New Agreement:

a. Expiration of Impact Fee Credits. All Impact Fee Credits reflected in ***Exhibit "C"*** will expire fifteen (15) years from the date of this New Agreement with such date being April 18, 2027.
b. Priority of Impact Fee Credits. For any development within the boundaries of the Property, Developers must use any and all Impact Fee Credits contemplated by this New Agreement prior to using any other authorized credit or other form of impact fee reduction.
c. No Mixing of Impact Fee Types. The Impact Fee Credits are of a specific type (thoroughfare\road, water, wastewater\sewer) and are reflected as such on ***Exhibit "C"***. These types cannot, under any circumstance, be combined, added together or in any other form mixed for any purpose.
d. Impact Fee Categories. The Impact Fee Credits are divided into two (2) categories as described below. These categories

cannot be combined, added together or in any other form mixed for any purpose, except when transferring a Transferable Impact Fee Credit in accordance with paragraph 4.e. below.

i. Transferable Impact Fee Credits – Impact fees within this category, as reflected on ***Exhibit "C"***, may be transferred from one person or entity to another, however, such transfer may only occur in strict accordance with paragraph 4.e. below.

ii. Non-Transferable Impact Fee – Impact fees within this category may not be transferred, under any circumstance, from one entity or person to another. Such fees may only be used by the Developers who are signatories to this New Agreement and as reflected in ***Exhibit "C"***.

e. Transfer. Transferable Impact Fee Credits may only be transferred in accordance with the following requirements:

i. No Impact Fee Credit may be transferred to any person or entity for use on property outside the boundaries of the Property; and

ii. No Impact Fee Credit may be transferred without the Transferee becoming a "Developer" as defined in this New Agreement and agreeing to and being subject to all the terms and conditions hereof. The transferring Developer shall be required to tender to the City Manager a file-marked copy of the transfer/assignment document which complies with paragraph 18(a) below; and

iii. No Impact Fee Credit may be transferred after June 1, 2017; and

iv. Transferable Impact Fee Credits may only be transferred one time; and

v. The sale or other transfer of any portion of the Property between persons or entities does not transfer any portion of the Impact Fee Credits contemplated by this New Agreement without strict compliance with this paragraph; and

vi. A transfer of Impact Fee Credit shall not take effect or be valid until the person or entity requesting the transfer submits to the City Manager of Frisco, or his designee, (the "City Manager") a complete Transfer of Credit Form, which is attached hereto as ***Exhibit "D"*** and incorporated herein for all purposes (the "Transfer Form"), and such form is approved in writing by the City Manager, said approval not to be unreasonably withheld, conditioned or denied. The City Manager shall have fifteen (15) days from submission of a complete Transfer Form to approve or deny the form. The City Manager's

failure to approve or deny a Transfer Form within the time prescribed herein shall be deemed a denial by the City Manager. A "complete" Transfer Form shall be defined as having all required information on the form, all required attachments, and meeting the following additional requirements:

1. The Transfer Form must be completed and executed by the proposed Transferor and Transferee of the Impact Fee Credit; and
2. All signatures on the Transfer Form must be notarized; and
3. The Transfer Form must be accompanied by all documents required in the "checklist" on the form; and
4. After a Transfer Form is approved by the City Manager, it must be filed in the Denton County Land Records by either the Transferor or Transferee of the Transferrable Impact Fee Credit, with that party becoming the "Recording Party". Such recordation must contain a file-stamp of the Denton County Clerk, and the Recording Party shall provide a copy of such documentation to the City Manager within fifteen (15) days of the City Manager's approval date on the Transfer Form or such transfer shall be null and void and of no force or effect.

f. Use. Impact Fee Credits, whether transferable or non-transferable, may only be used in accordance with the following requirements:

i. The Impact Fee Credits may only be used to reduce impact fees assessed on development within the applicable portion of the Property; and

ii. An Impact Fee Credit use shall not take effect or be valid until Developer requesting the use submits to the City Manager a complete Credit Use Form, which is attached hereto as ***Exhibit "E"*** and incorporated herein for all purposes (the "Use Form"), and such form is approved in writing by the City Manager, said approval not to be unreasonably withheld, conditioned or denied. The City Manager shall have fifteen (15) days from submission of a complete Use Form to approve or deny the form. The City Manager's failure to approve or deny a Use Form within the time prescribed herein shall be deemed a denial by the City Manager. A "complete" Use Form shall be defined as having all required information on the form,

all required attachments, and meeting the following additional requirements:

1. The Use Form must be completed and executed by the Developer proposing to use the Impact Free Credit. If the Developer proposing to use the Impact Fee Credit is not an original signatory to this New Agreement, the Developer proposing to use the Impact Fee Credit must have been a party to a Transfer Credit Form before the Credit Use Form will be considered by the City Manager; and
2. The signature on the Use Form must be notarized; and
3. The Use Form must be accompanied by all documents required in the "checklist" on the form; and
4. After a Use Form is approved by the City Manager, it must be filed in the Denton County Land Records by Developer. Such recordation must contain a file-stamp of the Denton County Clerk, and Developer shall provide a copy of such documentation to the City Manager within fifteen (15) days of the City Manager's approval date on the Use Form or such use shall be null and void and of no force or effect, and all assessed impact fees for the project made the subject of the Use Form shall become immediately due and payable.

5. Limitation of New Agreement. The Parties hereto acknowledge that this New Agreement is limited to the Impact Fee Credits defined herein. Other than as set forth herein, all Frisco ordinances covering any and all water, sewer or thoroughfare impact fees, property taxes, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like which may be imposed on the Property are not affected by this New Agreement. Further, this New Agreement does not waive or limit any of the obligations of Developers to Frisco under any valid ordinance, whether now existing or in the future arising.

6. Notice. Any notice to be given or to be served upon a party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the party (or such party's agent or representative) to whom it is addressed. Such notice shall be given to the parties hereto at the address set forth below. Any party hereto may, at any time by giving two (2) days written notice to the other parties, designate any other

address in substitution of the foregoing address to which such notice shall be given.

If Notice to Developers:

See ***Exhibit "F"***, attached hereto and incorporated herein for all purposes, for the Notice Contact List of Developers

If Notice to Frisco:

City Manager
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

With a copy to:

Director of Finance
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

7. Release. The parties hereto acknowledge and agree that this New Agreement and the rights, duties and obligations herein are strictly contingent upon Developers, collectively and individually, waiving, releasing and relinquishing any previous, current and/or future claims that it/they may have to impact fee credits on the Property under the Original Agreement (the "Released Claims"), and Developers, collectively and individually, hereby waive, release and relinquish the Released Claims.

8. INDEMNIFICATION. AS FOR THOSE PORTIONS OF THE PROPERTY IT NOW, PREVIOUSLY OR MAY OWN IN THE FUTURE EACH DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, GRANTEES, HEIRS, LEGAL REPRESENTATIVES AND/OR TRUSTEES, HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO, AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, JUDGMENTS, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) BROUGHT BY ANY PERSON OR ENTITY, AGAINST FRISCO, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, RELATED IN ANY WAY TO THIS NEW AGREEMENT AND\OR THE ORIGINAL AGREEMENT, THE RELEASED CLAIMS, THE TERMINATION OF THE ORIGINAL AGREEMENT, ANY FINANCIAL CLAIMS AGAINST IMPACT FEE CREDITS, ANY CLAIM THAT ANY PAST AND\OR FUTURE INDIVIDUAL, ENTITY OR LANDOWNER AND\OR PURCHASER MAKES RELATED TO

OWNERSHIP, USE OR TRANSFER OF IMPACT FEE CREDITS AS SET OUT IN THE ORIGINAL AGREEMENT OR THIS NEW AGREEMENT, ANY CLAIM MADE BY ANY AND ALL DEVELOPERS AND\OR LANDOWNERS THAT ARE LOCATED WITHIN THE PROPERTY THAT DO NOT EXECUTE THIS NEW AGREEMENT OR ARE NOT A PARTY TO THE ORIGINAL AGREEMENT OR THIS NEW AGREEMENT, INCLUDING THEIR PREDECESSORS IN INTEREST, SUCCESSORS OR ASSIGNS, (COLLECTIVELY, "CLAIMS").

IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ANY DEVELOPER 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 OBLIGATION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF ANY DEVELOPER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS NEW AGREEMENT. EACH APPLICABLE DEVELOPER 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 NEW AGREEMENT. IF ANY APPLICABLE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY FRISCO.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS NEW AGREEMENT.

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

A. EACH DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THE ORIGINAL AGREEMENT AND THIS NEW AGREEMENT TO BE PERFORMED BY DEVELOPER, 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 EACH DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THE ORIGINAL AGREEMENT AND THIS NEW AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON FRISCO'S INFRASTRUCTURE.

(III) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO FRISCO PURSUANT TO THE ORIGINAL AGREEMENT AND THIS NEW AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY FRISCO RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON FRISCO'S INFRASTRUCTURE. DEVELOPER AND FRISCO FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) EACH DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS FRISCO FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED, TO THAT DEVELOPERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH AS IT PERTAINS TO THAT PORTION OF THE PROPERTY THE DEVELOPER NOW, PREVIOUSLY, OR MAY OWN IN THE FUTURE.

B. EACH DEVELOPER RELEASES FRISCO FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

C. EACH DEVELOPER WAIVES ANY 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 UNDER THE ORIGINAL AGREEMENT AND THIS NEW AGREEMENT.

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

10. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all valid ordinances of Frisco, whether now existing or in the future arising, except with regard to the receipt of the Impact Fee Credits which is governed by this New Agreement. This New Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this New Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this New Agreement provides Frisco with fair notice of any Developer's project. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS NEW AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS NEW AGREEMENT**.

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

12. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this New Agreement are true and correct and are hereby incorporated into the body of this New Agreement and adopted as findings of the respective, duly authorized representatives of, Frisco and each Developer.

13. Developer's Warranties/Representations. All warranties, representations and covenants made by each Developer in this New Agreement or in any certificate or other instrument delivered by Developer to Frisco under this New Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees under this New Agreement, regardless of any investigation made by Frisco or on Frisco's behalf, as to said Developer.

14. Entire Agreement. This New 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.

15. Venue. This New Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Denton County, Texas. Exclusive venue shall be in state district court in Denton County, Texas.

16. Severability. In case any one or more provisions contained in this New Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and this New Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Authority. Each of the parties represents and warrants to the others that they have the full power and authority to enter into the obligations of this New Agreement. Further each of the Developers expressly represents and warrants to Frisco that they have the full power and authority to bind all portions of the Property that each represents they own and any entity that may own, in whole or in part, as generally depicted on the Property Map in ***Exhibit "B"***.

18. Miscellaneous.

(a) Before this New Agreement may be assigned by any Developer, the following conditions must be satisfied:

(i) Developer must provide written notice to Frisco of the assignment;

(ii) the assignment of the New Agreement must be evidenced by a recordable document. The recordable document referred to in this paragraph is subject to

the approval of Frisco, which approval shall not be unreasonably withheld;

(iii) at the time of any assignment, Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the New Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the approval of Frisco, which approval shall not be unreasonably withheld;

(iv) Developer will file any approved, executed assignment in the Denton County Land Records; and

(v) Failure to properly assign any portion of this New Agreement shall constitute a breach, by the breaching Developer, forever releasing Frisco from any and all duties or obligations to the breaching Developer under this New Agreement and making the breaching party's rights to Impact Fee Credits null and void, subject to the notice and cure provisions contained in paragraph 20 below.

(b) This New 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 Frisco and the then current owners of all or the applicable portion of the Property to this New Agreement.

(c) This New Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this New 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.

(d) This New Agreement is an obligation of each of the Developer's property as shown on the Property Ownership Map and shall run with said property. Should any portion of the Property be sold or otherwise transferred to another owner, this New Agreement must be specifically referenced, acknowledged and accepted in the closing documents by the buyer and\or receiver (the "Buyer"). Such Buyer will be required to expressly acknowledge and accept that they have no claim to any of the Impact Fee Credits, and waive, release and relinquish any claim under the Original Agreement and\or this New Agreement, and further the Buyer must acknowledge and accept that they may only receive an apportionment of Impact Fee Credits through a transfer of credits by following the procedures outlined in paragraph 4 of this

New Agreement, then being bound by all of the terms and conditions of this New Agreement (the "Buyer's Waiver"). The form of the Buyer's Waiver (the "Buyer's Waiver Form") is attached hereto as ***Exhibit "G"*** and incorporated herein for all purposes. The Developer transferring any of the Property to a Buyer must file the Buyer's Waiver Form in the Denton County Land Records and deliver a file-stamped copy of the Buyer's Waiver Form to the City Manager within fifteen (15) days of the date the Buyer executed the same.

(e) The obligations herein that burden the Property, or any portion thereof, shall be released as to each lot therein which is conveyed upon any Developer making a written request to release said lot to the City Manager, and the City Manager making a reasonable determination that the necessity for this New Agreement and/or any form resulting therefrom no longer exists as to said lot. Provided the City Manager makes the determination herein described, the City Manager will execute a recordable "Release of Property From Agreement" in the form approved by the Frisco City Council under Resolution No. 11-08-149R (the "Release Form"). It shall be the Developer's responsibility, at their sole cost and expense, to file the Release Form in the Denton County Land Records.

(f) All conveyances contemplated in this New Agreement will be in a form reasonably acceptable to Frisco and will be free and clear of all liens and encumbrances.

(g) When referring to "Developer" herein, this New Agreement shall refer to and be binding upon all parties within the herein defined term Developers and their respective officers, directors, partners, employees, representatives, agents, successors, assignees, grantees, heirs, legal representatives and/or trustees.

(h) 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.

19. Default of Frisco. If Frisco fails to comply with any provision of this New Agreement, Frisco will be considered in default. Upon the non-defaulting Developer giving written notice of the default to Frisco and failure of Frisco to cure such default within thirty (30) days of receipt of such notice, the non-defaulting Developer may seek specific enforcement of this New Agreement as its sole and exclusive remedy.

20. Default of Developer. If any Developer fails to comply with any provision of this New Agreement, the defaulting Developer will be considered in default. Upon Frisco giving written notice of the default to the defaulting Developer and failure of the defaulting Developer to cure such default within thirty (30) days of receipt of such notice, Frisco shall have all rights and remedies available to it, including, without limitation, the following:

a. immediate termination of any Impact Fee Credits attributable to the defaulting Developer; and/or

b. requiring that the assessed impact fees attributable to the defaulting Developer to become immediately due and payable in accordance with the then current Frisco Impact Fee Ordinance. This provision shall only apply if the defaulting Developer obtains any Impact Fee Credits fraudulently and\or wrongfully and or if a Developer fails to comply with paragraph 2 above; and/or

c. to refuse to issue building permits for the Property under the defaulting Developer's control or on which the defaulting Developer is developing; and/or

d. to refuse to issue a certificate of occupancy for any building on the Property under the defaulting Developer's control or on which the defaulting Developer is developing; and/or

e. to seek specific enforcement of this New Agreement.

The thirty (30) day cure period may be extended by Frisco so long as the defaulting Developer is proceeding in good faith to cure the default and provides written evidence of the same as reasonably required by Frisco.

***** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK *****

EXECUTED as of the date first above written.

CITY OF FRISCO, TEXAS

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

STATE OF TEXAS)
)
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, on this day personally appeared Maher Maso, known to me to be the person above whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the CITY OF FRISCO and he/she 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:

_____

TOMLIN PROPERTIES TRUSTEE

By: Tom Properties,
a Texas General Partnership
Venture Manager

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its Manager

By: Lands Advisors Management, LLC
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer TOMLIN PROPERTIES TRUSTEE and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

Lydia Navarro
Notary Public in and for the
State of Texas

My Commission Expires:
3-10-13

LSR DEVELOPMENT, INC.

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer LSR DEVELOPMENT, INC. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:
3-10-13

423 PHILLIPS RANCH, LTD.
a Texas Limited Partnership

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its General Partner

By: Land Advisors Management, LLC
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer 423 PHILLIPS RANCH, LTD. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

STEWART CREEK APARTMENTS, LTD.
a Texas Limited Partnership

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its General Partner

By: Land Advisors Management, LLC,
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer STEWART CREEK APARTMENTS, LTD. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:
3-10-13

COLONY 275 JOINT VENTURE
a Texas Joint Venture

By: Tom Properties,
a Texas General Partnership
Venture Manager

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its Manager

By: Lands Advisors Management, LLC
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer COLONY 275 JOINT VENTURE and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

LEBANON 180 JOINT VENTURE
a Texas Joint Venture

By: Tom Properties,
a Texas General Partnership
Venture Manager

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its Manager

By: Lands Advisors Management, LLC
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer LEBANON 180 JOINT VENTURE and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

COLONY-LEWISVILLE LAKE JOINT VENTURE
a Texas Joint Venture

By: Tom Properties,
a Texas General Partnership
Venture Manager

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its Manager

By: Lands Advisors Management, LLC
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer COLONY-LEWISVILLE LAKE JOINT VENTURE and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

HIGHWAY 423 LEBANON, LTD.
a Texas Limited Partnership

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its General Partner

By: Land Advisors Management, LLC,
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer HIGHWAY 423 LEBANON, LTD. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

LAND ADVISORS, INC.
a Texas Limited Partnership

By: Land Advisors, Ltd.
a Texas Limited Partnership,
its General Partner

By: Land Advisors Management, LLC,
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer LAND ADVISORS, INC. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

LAND ADVISORS MANAGEMENT, L.L.C.
a Texas Limited Partnership

By: Land Advisors Management, LLC,
a Texas Limited Liability Company,
its sole General Partner

By: _____
D.O. Tomlin, III
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared D.O. Tomlin, III, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer LAND ADVISORS MANAGEMENT L.L.C. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:
3-10-13

PULTE HOMES OF TEXAS, L.P.
a Texas Limited Partnership

By: Pulte Nevada I L.L.C.
a Delaware limited liability company
its general partner

By: Bryan Swindell
Bryan Swindell
Its: Division President

STATE OF Texas)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Bryan Swindell, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer as the Division President of Pulte Nevada I LLC, a Delaware limited liability company, on behalf of said limited liability company, in its capacity as general partner of PULTE HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said partnership and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of April, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

Cynthia Navarro
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

PCR LAND COMPANY, LLC (Republic)
a Texas limited liability company

By: RJM/Celina II, L.P.,
a Texas limited partnership,
managing member

By: RJM/Celina II GP, Inc.,
Its General Partner

By: _____
Mark Wagner,
President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Mark Wagner, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer PCR LAND COMPANY, LLC and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of February, 2012.

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-22-14

SCMC, L.P.

By: SCMC GP, LLC,
its General Partner

By: _____
Jim Lee,
Manager

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Jim Lee, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer SCMC, L.P. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of February, 2012.

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-22-14

LF2 FRISCO CENTER LP,
a Texas limited partnership

BY: LF2 FRISCO CENTER GP LLC,
a Texas limited liability company,
its sole general partner

By: Signature: _____

Printed Name: Stephen Preston

Title: Manager

STATE OF TEXAS)
)
COUNTY OF Dallas)

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Preston, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer LF2 FRISCO CENTER LP and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of Feb, 2012.

Clark Dunlap
Notary Public in and for the
State of Texas

My Commission Expires:
10-08-14

NOTARY PUBLIC STATE OF TEXAS
CLARK G. DUNLAP
My Commission Expires
October 08, 2014

GGH KINGSWOOD LAND, LLC (HKW GP – Hills of Kingswood)
a Texas limited liability company

By: Dallas GGH, LLC
a Texas limited liability company
its Manager

By: _____
Nicholas DiGiuseppe,
Authorized Signatory

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas Digiuseppe, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer GGH KINGSWOOD LAND, L.L.C. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of February, 2012.

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-22-14

GGH KINGSWOOD LOTS, LLC (HKW GP – Hills of Kingswood)
a Texas limited liability company

By: Dallas GGH, LLC
a Texas limited liability company
its Manager

By: _____
Nicholas DiGiuseppe,
Authorized Signatory

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas Digiuseppe, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer GGH KINGSWOOD LOTS, L.L.C. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of February, 2012.

SHARON L. PERRY
Notary Public, State of Texas
My Commission Expires
March 22, 2014

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-22-14

FRISCO AUSTIN RIDGE, LLC
a Texas limited liability company

By: _____
Daniel J. Walsh
Vice President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel J. Walsh, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer FRISCO AUSTIN RIDGE, LLC and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 2012.

NANCY K. WUSSOW
Notary Public, State of Texas
My Commission Expires
May 06, 2013

Nancy K. Wussow
Notary Public in and for the
State of Texas

My Commission Expires:

May 6, 2013

ONE AUSTIN RIDGE INVESTMENTS, LP
a Texas limited partnership

By: Frisco AR Management, LLC
a Texas limited liability company
its General Partner

By: _____
Daniel J. Walsh,
Vice President

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel J. Walsh, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for FRISCO AR MANAGEMENT, LLC and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 2012.

NANCY K. WUSSOW
Notary Public, State of Texas
My Commission Expires
May 06, 2013

_____
Notary Public in and for the
State of Texas

My Commission Expires:

May 6, 2013

PAPAGOLOS PROPERTIES, LTD.
a Texas limited Partnership

By: PDC PROPERTIES, INC.
a Texas corporation,
its General Partner

By: _____
John Papagolos,
President

By: _____
Barry T. Milton,
Vice President

_____
John Papagolos,
Limited Partner

_____
Barry T. Milton,
Limited Partner

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared John Papagolos, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer PAPAGOLOS PROPERTIES, LTD. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of February, 2012.

_____
Notary Public in and for the
State of Texas

My Commission Expires:

3-10-13

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

STATE OF TEXAS)
)
COUNTY OF Collin)

BEFORE ME, the undersigned authority, on this day personally appeared Barry T. Milton, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer PAPAGOLOS PROPERTIES, LTD. and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of February, 2012.

J. LYDIA NAVARRO NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-10-2013

Cydia Navarro
Notary Public in and for the
State of Texas

My Commission Expires:
3-10-13

STONEBROOK-423 PARTNERS, LP,
a Texas limited partnership

By: John McStay, Inc.,
its General Partner

By: John McStay
John McStay,
President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared John McStay, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for STONEBROOK-423 PARTNERS, LP, a Texas limited partnership, and he has executed said instrument in his capacity as President of John McStay, Inc., the sole general partner of such limited partnership, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of April, 2012.

ELIZABETH TOMLIN
MY COMMISSION EXPIRES
March 26, 2016

Elizabeth Tomlin
Notary Public in and for the
State of Texas

My Commission Expires:
March 26, 2016

STANDARD PACIFIC OF TEXAS, INC.,
a Delaware Corporation

By: _____
Christopher L. Matzke,
Division President

STATE OF TEXAS)
COUNTY OF Dallas)

BEFORE ME, the undersigned authority, on this day personally appeared Christopher L. Matzke, known to me to be the person whose name is subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the Developer STANDARD PACIFIC OF TEXAS INC., and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of March, 2012.

_____
Notary Public in and for the
State of Texas

JEANINE W WRIGHT
Notary Public, State of Texas
My Commission Expires
January 18, 2013

My Commission Expires:
1-18-2013

Exhibit "A"
Description and Depiction of Property

VOL 4550 PG 2160

Exhibit "A"

Lone Star Ranch
Land Subject to Agreement

Tract No.	Zoning	Acreage
1	SF-5	103.3
2	SF-4	141.8
4	PH	219.6
6	MF-2	37.3
7	SF-4	215.0
8	SF-3	333.0
10	TH	100.5
11	SF-4	111.3
13	MF-2	66.5
16	SF-5	142.7
17	SF-4	117.9
19	SF-4	54.3
20	SF-3	233.8
21	SF-4	167.2
22	TH	58.3
23	SF-4	91.4
24	SF-4	94.5
25	SF-5	71.1
26	PH	66.5
28	PH	100.2
31	MF-2	121.0
32	PH	38.0
33	SF-5	88.8
35	MF-2	27.1
37	SF-4	52.9
38	MF-2	58.9
39	TH	30.7
40	SF-4	75.7
41	SF-5	60.3
42	PH	107.4
43	PH	25.7
44	PH	31.9
45	MF-2	28.6
46	MF-2	16.3
47	MF-2	38.4
48	MF-2	81.7
53	PH	60.6
		3,470.2

ZONING TRACT 1
(SF-5)

BEING A 103.3 ACRE TRACT OF LAND SITUATED IN THE A.F. SMITH SURVEY, ABSTRACT NO. 1194, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171 AND THE DAVID BLANTON SURVEY, ABSTRACT NO. 1456, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT IV, IN DEED TO 423-PHILLIPS RANCH, LTD (TRACT A), RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.) AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT IV, IN DEED TO 423-PHILLIPS RANCH, LTD (TRACT B), RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, D.R.D.C.T. SAID 103.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' R.O.W., SAID POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 3, THE NORTHWEST CORNER OF ZONING TRACT 8 AND THE NORTHEAST CORNER OF ZONING TRACT 2;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED STONEBROOK PARKWAY AND THE SOUTH LINE OF ZONING TRACT 1 AND THE NORTH LINE OF ZONING TRACT 2 THE FOLLOWING CALLS:

S 54°42'21" W A DISTANCE OF 197.13 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3999.92 FEET, A DELTA ANGLE OF 34°52'18", A CHORD BEARING S 72°08'29" W, 2397.05 FEET, AND AN ARC LENGTH OF 2434.45 FEET, TO A POINT FOR CORNER;

S 89°51'23" W A DISTANCE OF 686.56 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID TRACT A;

THENCE N 00°25'22" W, ALONG SAID WEST LINE, A DISTANCE OF 1721.27 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID TRACT A;

THENCE S 89°58'44" E, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 2641.82 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID TRACT A, IN THE WEST LINE OF SAID TRACT B;

THENCE N 00°03'26" E, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 396.12 FEET TO A POINT FOR CORNER IN THE WEST LINE OF ZONING TRACT 4, AND THE CENTERLINE OF SAID PROPOSED 60' R.O.W.;

THENCE ALONG SAID CENTERLINE, THE WEST LINE OF SAID ZONING TRACT 4 AND THE WEST LINE OF ZONING TRACT 3 AND A CURVE TO THE LEFT HAVING A RADIUS OF 2001.49 FEET, A DELTA ANGLE OF 34°06'25", A CHORD BEARING S 19°12'42" E, 1173.93 FEET, AND AN ARC LENGTH OF 1191.44 FEET, TO A POINT FOR CORNER;

THENCE S 35°46'34" E CONTINUING ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 3, A DISTANCE OF 193.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 103.3 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 2
(SF-4)

BEING A 141.8 ACRE TRACT OF LAND SITUATED IN THE A. SPARKS SURVEY, ABSTRACT NO. 1491, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 179, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0067174 (TRACT 1) AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT II, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 141.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' R.O.W., SAID POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 3, THE NORTHWEST CORNER OF ZONING TRACT 8 AND THE SOUTHEAST CORNER OF ZONING TRACT 1;

THENCE S 38°04'01" E, ALONG THE WEST LINE OF SAID ZONING TRACT 8, A DISTANCE OF 344.25 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID TRACT 1;

THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID TRACT II, THE FOLLOWING CALLS:

S 26°04'47" W A DISTANCE OF 348.60 FEET TO A POINT FOR CORNER;

S 29°07'49" E A DISTANCE OF 430.93 FEET TO A POINT FOR CORNER;

S 03°20'03" W A DISTANCE OF 797.06 FEET TO A POINT FOR CORNER;

S 17°25'01" W A DISTANCE OF 629.28 FEET TO A POINT FOR CORNER;

S 68°01'57" W A DISTANCE OF 1301.18 FEET TO A POINT FOR CORNER;

N 26°08'27" W A DISTANCE OF 800.38 FEET TO A POINT FOR CORNER;

S 28°45'39" W A DISTANCE OF 1000.24 FEET TO A POINT FOR CORNER;

N 70°56'19" W A DISTANCE OF 300.05 FEET TO A POINT FOR CORNER;

S 26°28'29" W A DISTANCE OF 469.19 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT II;

THENCE ALONG THE WEST LINE OF SAID TRACT II AND THE WEST LINE OF SAID TRACT 1, THE FOLLOWING CALLS:

N 00°00'27" W A DISTANCE OF 276.12 FEET TO A POINT FOR CORNER;

N 00°46'03" E A DISTANCE OF 101.69 FEET TO A POINT FOR CORNER;

N 00°31'36" W A DISTANCE OF 122.70 FEET TO A POINT FOR CORNER;

N 00°29'54" W A DISTANCE OF 126.33 FEET TO A POINT FOR CORNER;

N 00°08'24" E A DISTANCE OF 125.89 FEET TO A POINT FOR CORNER;

N 00°27'01" W A DISTANCE OF 125.98 FEET TO A POINT FOR CORNER;

N 00°24'33" W A DISTANCE OF 125.85 FEET TO A POINT FOR CORNER;

N 00°10'20" E A DISTANCE OF 124.11 FEET TO A POINT FOR CORNER;

N 00°08'13" W A DISTANCE OF 157.97 FEET TO A POINT FOR CORNER;

N 00°39'23" W A DISTANCE OF 187.89 FEET TO A POINT FOR CORNER;

N 00°11'44" W A DISTANCE OF 96.90 FEET TO A POINT FOR CORNER;

N 89°59'30" W A DISTANCE OF 137.84 FEET TO A POINT FOR CORNER;

S 89°47'31" W A DISTANCE OF 480.23 FEET TO A POINT FOR CORNER;

N 00°25'22" W A DISTANCE OF 903.42 FEET TO A POINT FOR THE INTERSECTION OF THE CENTERLNE OF SAID PROPOSED STONEBROOK PARKWAY AND THE WEST LINE OF SAID TRACT 1, SAID POINT BEING THE SOUTHWEST CORNER OF SAID ZONING TRACT 1;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 1 AND SAID CENTERLINE, THE FOLLOWING CALLS:

N 89°51'23" E A DISTANCE OF 686.56 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3999.92 FEET, A DELTA ANGLE OF 34°52'18", A CHORD BEARING N 72°08'29" E, 2397.05 FEET, AND AN ARC LENGTH OF 2434.45 FEET, TO A POINT FOR CORNER;

N 54°42'21" E A DISTANCE OF 197.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 141.8 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 4
(PH)

BEING A 219.6 ACRE TRACT OF LAND SITUATED IN THE DAVID BLANTON SURVEY, ABSTRACT NO. 1456, THE A. SPARKS SURVEY, ABSTRACT NO. 1491 AND THE M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 919, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT IV, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.) AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, D.R.D.C.T. SAID 219.6 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF SAID TRACT IV;

THENCE ALONG THE NORTH LINE OF SAID TRACT IV AND THE NORTH LINE OF SAID TRACT 1, THE FOLLOWING CALLS:

S 89°28'03" E A DISTANCE OF 687.73 FEET TO A POINT FOR CORNER;

S 89°20'05" E A DISTANCE OF 1294.20 FEET TO A POINT FOR CORNER;

S 89°31'20" E A DISTANCE OF 684.56 FEET TO A POINT FOR CORNER;

S 89°14'11" E A DISTANCE OF 1774.82 FEET TO A POINT FOR CORNER;

S 88°09'16" E A DISTANCE OF 154.67 FEET TO A POINT FOR CORNER;

S 88°13'58" E A DISTANCE OF 255.26 FEET TO A POINT FOR CORNER;

S 89°27'21" E A DISTANCE OF 132.98 FEET TO A POINT FOR CORNER;

S 89°08'03" E A DISTANCE OF 329.21 FEET TO A POINT FOR CORNER;

S 88°05'14" E A DISTANCE OF 461.77 FEET TO A POINT FOR CORNER;

N 00°09'24" W A DISTANCE OF 1845.17 FEET TO A POINT FOR CORNER;

S 89°42'29" E A DISTANCE OF 647.57 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 5;

THENCE S 00°19'54" W, ALONG THE WEST LINE OF ZONING TRACT 5, A DISTANCE OF 2488.91 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY (R.O.W.) AND A NORTH LINE OF ZONING TRACT 6;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF ZONING TRACT 6, ZONING TRACT 7 AND ZONING TRACT 8, THE FOLLOWING CALLS:

N 89°49'45" W A DISTANCE OF 1511.66 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4000.08 FEET, A DELTA ANGLE OF 35°29'16", A CHORD BEARING S 72°26'43" W, 2438.15 FEET, AND AN ARC LENGTH OF 2477.57 FEET, TO A POINT FOR CORNER;

S 54°42'21" W A DISTANCE OF 1834.62 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 3;

THENCE, N 35°17'39" W, ALONG THE EAST LINE OF SAID ZONING TRACT 3, A DISTANCE OF 715.92 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 3;

THENCE S 54°26'44" W, ALONG THE NORTH LINE OF ZONING TRACT 3, A DISTANCE OF 641.74 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 3, IN THE CENTERLINE OF A PROPOSED 60' R.O.W.;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2001.49 FEET, A DELTA ANGLE OF 19°05'56", A CHORD BEARING N 11°42'27" W, 664.09 FEET, AND AN ARC LENGTH OF 667.17 FEET, TO A POINT FOR CORNER;

N 00°03'26" E A DISTANCE OF 1661.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 219.6 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 6
(MF-2)

BEING A 37.3 ACRE TRACT OF LAND SITUATED IN THE M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 919 AND THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 37.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423, A 100' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' R.O.W., BEING THE SOUTHEAST CORNER OF ZONING TRACT 5;

THENCE ALONG THE CENTERLINE OF SAID F.M. HWY NO. 423 AND A CURVE TO THE LEFT HAVING A RADIUS OF 5724.58 FEET, A DELTA ANGLE OF 4°11'48", A CHORD BEARING S 02°57'59" E, 419.20 FEET, AND AN ARC LENGTH OF 419.29 FEET, TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 9;

THENCE S 05°03'53" E, ALONG THE NORTH LINE OF SAID ZONING TRACT 9, A DISTANCE OF 488.06 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 9, BEING IN THE WEST LINE OF SAID ZONING TRACT 7;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 7, THE FOLLOWING CALLS:

S 05°03'53" E A DISTANCE OF 179.22 FEET TO A POINT FOR CORNER;

S 52°57'57" W A DISTANCE OF 1357.83 FEET TO A POINT FOR CORNER;

N 44°47'39" W A DISTANCE OF 46.01 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 7, IN THE SOUTH LINE OF ZONING TRACT 4 AND BEING IN THE CENTERLINE OF SAID PROPOSED STONEBROOK PARKWAY;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 4 AND THE SOUTH LINE OF SAID ZONING TRACT 5, THE FOLLOWING CALLS:

N 00°12'22" E A DISTANCE OF 1871.54 FEET TO A POINT FOR CORNER;

S 89°49'45" E A DISTANCE OF 1029.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 37.3 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 7
(SF-4)

BEING A 215.0 ACRE TRACT OF LAND SITUATED IN THE A. SPARKS SURVEY, ABSTRACT NO. 1491, THE M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 919, THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 AND THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT IV, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.) AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, D.R.D.C.T. AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS WEST TRACT, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, D.R.D.C.T. SAID 215.0 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR IN THE CENTERLINE OF A PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY, IN THE SOUTH LINE OF ZONING TRACT 4 AND BEING THE NORTHWEST CORNER OF ZONING TRACT 6;

THENCE ALONG THE WEST LINE OF ZONING TRACT 6 AND ZONING TRACT 9, THE FOLLOWING CALLS:

S 00°12'22" W A DISTANCE OF 1871.54 FEET TO A POINT FOR CORNER;

S 44°47'39" E A DISTANCE OF 46.01 FEET TO A POINT FOR CORNER;

S 00°50'52" W A DISTANCE OF 2233.15 FEET TO A POINT FOR CORNER;

S 03°53'17" E A DISTANCE OF 123.48 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID WEST TRACT;

THENCE ALONG THE WEST LINE OF SAID WEST TRACT, THE FOLLOWING CALLS:

N 79°32'30" W A DISTANCE OF 100.27 FEET TO A POINT FOR CORNER;

S 36°55'02" W A DISTANCE OF 245.38 FEET TO A POINT FOR CORNER;

N 28°29'54" W A DISTANCE OF 204.56 FEET TO A POINT FOR CORNER;

S 17°23'41" W A DISTANCE OF 135.56 FEET TO A POINT FOR CORNER;

S 08°16'24" E A DISTANCE OF 151.91 FEET TO A POINT FOR CORNER;

N 85°27'51" W A DISTANCE OF 367.47 FEET TO A POINT FOR CORNER;

S 41°43'46" W A DISTANCE OF 113.68 FEET TO A POINT FOR CORNER;

S 73°30'28" W A DISTANCE OF 497.62 FEET TO A POINT FOR CORNER;

S 43°43'36" W A DISTANCE OF 252.12 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 8;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 8 AND THE WEST LINE OF ZONING TRACT 7, THE FOLLOWING CALLS:

N 09°20'32" W A DISTANCE OF 785.19 FEET TO A POINT FOR CORNER;

N 21°44'25" W A DISTANCE OF 1427.29 FEET TO A POINT FOR CORNER;

N 03°10'50" W A DISTANCE OF 758.89 FEET TO A POINT FOR CORNER;

N 17°50'44" W A DISTANCE OF 369.49 FEET TO A POINT FOR CORNER;

N 02°29'02" E A DISTANCE OF 800.34 FEET TO A POINT FOR CORNER;

N 17°19'52" W A DISTANCE OF 734.49 FEET TO A POINT FOR CORNER IN SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 4;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 4, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4000.08 FEET, A DELTA ANGLE OF 18°50'41", A CHORD BEARING N 80°46'01" E, 1309.71 FEET, AND AN ARC LENGTH OF 1315.63 FEET, TO A POINT FOR CORNER;

S 89°49'45" E A DISTANCE OF 1157.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 215.0 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 8
(SF-3)

BEING A 333.0 ACRE TRACT OF LAND SITUATED IN THE DAVID BLANTON SURVEY, ABSTRACT NO. 1456, THE A. SPARKS SURVEY, ABSTRACT NO. 1491, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 179 AND THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727; IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0067174 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.) AND ALL OF THAT TRACT OF LAND DESCRIBED AS TRACT III, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404 D.R.D.C.T. AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT IV, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, D.R.D.C.T. AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS WEST TRACT, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, D.R.D.C.T. SAID 333.0 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' R.O.W., SAID POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 3, THE SOUTHEAST CORNER OF ZONING TRACT 1 AND THE NORTHEAST CORNER OF ZONING TRACT 2;

THENCE ALONG THE CENTERLINE OF SAID STONEBROOK PARKWAY AND THE SOUTH LINE OF SAID ZONING TRACT 3 AND THE SOUTH LINE OF ZONING TRACT 4, THE FOLLOWING CALLS:

N 54°42'21" E A DISTANCE OF 2534.20 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4000.08 FEET, A DELTA ANGLE OF 16°38'35", A CHORD BEARING N 63°01'23" E, 1157.85 FEET, AND AN ARC LENGTH OF 1161.93 FEET, TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 7;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 7, THE FOLLOWING CALLS:

S 17°19'52" E A DISTANCE OF 734.49 FEET TO A POINT FOR CORNER;

S 02°29'02" W A DISTANCE OF 800.34 FEET TO A POINT FOR CORNER;

S 17°50'44" E A DISTANCE OF 369.49 FEET TO A POINT FOR CORNER;

S 03°10'50" E A DISTANCE OF 758.89 FEET TO A POINT FOR CORNER;

S 21°44'25" E A DISTANCE OF 1427.29 FEET TO A POINT FOR CORNER;

S 09°20'32" E A DISTANCE OF 785.19 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID WEST TRACT;

THENCE ALONG THE WEST LINE OF SAID WEST TRACT AND THE SOUTH LINE OF SAID TRACT III, THE FOLLOWING CALLS:

S 87°09'56" W A DISTANCE OF 224.44 FEET TO A POINT FOR CORNER;

S 25°53'26" W A DISTANCE OF 196.74 FEET TO A POINT FOR CORNER;

S 36°53'32" W A DISTANCE OF 212.34 FEET TO A POINT FOR CORNER;

S 04°57'52" W A DISTANCE OF 102.81 FEET TO A POINT FOR CORNER;

S 65°56'13" W A DISTANCE OF 184.69 FEET TO A POINT FOR CORNER;

S 54°12'41" W A DISTANCE OF 205.72 FEET TO A POINT FOR CORNER;

S 67°57'41" W A DISTANCE OF 314.57 FEET TO A POINT FOR CORNER;

S 77°49'44" W A DISTANCE OF 211.45 FEET TO A POINT FOR CORNER;

S 82°46'55" W A DISTANCE OF 423.44 FEET TO A POINT FOR CORNER;

S 74°00'41" W A DISTANCE OF 107.50 FEET TO A POINT FOR CORNER;

N 78°58'18" W A DISTANCE OF 1172.57 FEET TO A POINT FOR CORNER;

N 47°12'57" E A DISTANCE OF 1169.92 FEET TO A POINT FOR CORNER;

S 85°05'13" W A DISTANCE OF 1099.80 FEET TO A POINT FOR CORNER;

S 59°06'03" W A DISTANCE OF 360.73 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT III;

THENCE ALONG THE WEST LINE OF SAID TRACT III, THE FOLLOWING CALLS:

N 08°02'41" W A DISTANCE OF 2050.72 FEET TO A POINT FOR CORNER;

N 01°07'56" W A DISTANCE OF 225.51 FEET TO A POINT FOR CORNER;

N 14°19'09" W A DISTANCE OF 367.53 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SAID ZONING TRACT 2;

THENCE N 38°04'01" W, ALONG THE EAST LINE OF SAID ZONING TRACT 2, A DISTANCE OF 344.25 FEET TO THE POINT OF BEGINNING AND CONTAINING 333.0 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 10
(TH)

BEING A 100.5 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS WEST TRACT, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 100.5 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423 AND THE CENTERLINE OF BOYD ROAD, BEING THE NORTHEAST CORNER OF ZONING TRACT 12, THE SOUTHWEST CORNER OF ZONING TRACT 22 AND THE NORTHWEST CORNER OF ZONING TRACT 30;

THENCE ALONG THE CENTERLINE OF SAID BOYD ROAD AND THE NORTH LINE OF ZONING TRACT 12, AND THE NORTH LINE OF ZONING TRACT 13, THE FOLLOWING CALLS:

N 88°09'40" W A DISTANCE OF 209.97 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 570.31 FEET, A DELTA ANGLE OF 45°55'01", A CHORD BEARING S 68°52'50" W, 444.92 FEET, AND AN ARC LENGTH OF 457.05 FEET, TO A POINT FOR CORNER;

S 45°55'20" W A DISTANCE OF 914.86 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 11;

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 11, THE FOLLOWING CALLS:

N 44°02'52" W A DISTANCE OF 218.68 FEET TO A POINT FOR CORNER;

N 25°41'57" W A DISTANCE OF 341.65 FEET TO A POINT FOR CORNER;

N 78°29'51" W A DISTANCE OF 289.55 FEET TO A POINT FOR CORNER;

N 55°29'12" W A DISTANCE OF 440.29 FEET TO A POINT FOR CORNER;

N 41°42'49" W A DISTANCE OF 110.84 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID WEST TRACT;

THENCE ALONG THE WEST LINE OF SAID WEST TRACT, THE FOLLOWING CALLS:

N 28°30'16" W A DISTANCE OF 161.11 FEET TO A POINT FOR CORNER;

N 22°18'05" W A DISTANCE OF 194.08 FEET TO A POINT FOR CORNER;

N 32°24'26" E A DISTANCE OF 126.95 FEET TO A POINT FOR CORNER;

N 63°17'10" W A DISTANCE OF 72.29 FEET TO A POINT FOR CORNER;

N 71°59'37" E A DISTANCE OF 237.74 FEET TO A POINT FOR CORNER;

N 00°22'59" E A DISTANCE OF 235.06 FEET TO A POINT FOR CORNER;

N 77°27'42" E A DISTANCE OF 67.55 FEET TO A POINT FOR CORNER;

S 73°47'31" E A DISTANCE OF 89.37 FEET TO A POINT FOR CORNER;

N 30°41'29" E A DISTANCE OF 106.07 FEET TO A POINT FOR CORNER;

N 84°34'03" E A DISTANCE OF 274.89 FEET TO A POINT FOR CORNER;

N 40°24'54" E A DISTANCE OF 536.27 FEET TO A POINT FOR CORNER;

N 55°01'25" E A DISTANCE OF 234.88 FEET TO A POINT FOR CORNER;

N 07°33'21" W A DISTANCE OF 175.77 FEET TO A POINT FOR CORNER;

N 56°50'36" E A DISTANCE OF 230.56 FEET TO A POINT FOR CORNER;

N 02°42'46" W A DISTANCE OF 232.70 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 7 AND THE SOUTHWEST CORNER OF ZONING TRACT 9;

THENCE ALONG THE SOUTH LINE OF ZONING TRACT 9, THE FOLLOWING CALLS:

N 36°22'20" E A DISTANCE OF 132.31 FEET TO A POINT FOR CORNER;

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S 89°09'34" E A DISTANCE OF 1028.94 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF F.M. HWY NO. 423, BEING THE SOUTHEAST CORNER OF ZONING TRACT 9, THE SOUTHWEST CORNER OF ZONING TRACT 20 AND THE NORTHWEST CORNER OF ZONING TRACT 22;

THENCE S 01°44'06" W, ALONG SAID CENTERLINE AND THE WEST LINE OF ZONING TRACT 22, A DISTANCE OF 2109.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 100.5 ACRES OF LAND, MORE OR LESS.

10L455P-PG2178

ZONING TRACT 11
(SF-4)

BEING A 111.3 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171, THE JAMES ROBERTSON SURVEY, ABSTRACT NO. 1507, AND THE R. DUNLAP SURVEY, ABSTRACT NO. 352, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS WEST TRACT, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 111.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF BOYD ROAD FOR THE SOUTHWEST CORNER OF ZONING TRACT 10 IN THE NORTH LINE OF ZONING TRACT 13;

THENCE ALONG SAID CENTERLINE AND SAID NORTH LINE, THE FOLLOWING CALLS:

S 45°55'20" W A DISTANCE OF 2198.59 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1109.00 FEET, A DELTA ANGLE OF 18°53'47", A CHORD BEARING S 55°22'14" W, 364.10 FEET, AND AN ARC LENGTH OF 365.75 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID WEST TRACT;

THENCE ALONG SAID SOUTH LINE, THE FOLLOWING CALLS:

N 05°51'59" W A DISTANCE OF 37.16 FEET TO A POINT FOR CORNER;

S 77°05'04" W A DISTANCE OF 480.32 FEET TO A POINT FOR CORNER;

N 89°59'41" W A DISTANCE OF 677.72 FEET TO A POINT FOR CORNER;

N 00°05'39" E A DISTANCE OF 838.19 FEET TO A POINT FOR CORNER;

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THENCE N 00°09'37" E OVER AND ACROSS SAID WEST TRACT, A DISTANCE OF 379.93 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID WEST TRACT;

THENCE ALONG SAID WEST LINE, THE FOLLOWING CALLS:

N 00°17'23" E A DISTANCE OF 331.80 FEET TO A POINT FOR CORNER;

S 50°20'26" E A DISTANCE OF 66.55 FEET TO A POINT FOR CORNER;

S 14°30'51" E A DISTANCE OF 264.01 FEET TO A POINT FOR CORNER;

N 12°24'03" E A DISTANCE OF 149.28 FEET TO A POINT FOR CORNER;

S 59°20'24" E A DISTANCE OF 243.94 FEET TO A POINT FOR CORNER;

N 33°20'34" W A DISTANCE OF 251.03 FEET TO A POINT FOR CORNER;

N 10°10'54" W A DISTANCE OF 237.05 FEET TO A POINT FOR CORNER;

N 26°17'17" W A DISTANCE OF 182.14 FEET TO A POINT FOR CORNER;

N 15°29'42" W A DISTANCE OF 133.19 FEET TO A POINT FOR CORNER;

N 61°55'02" E A DISTANCE OF 180.91 FEET TO A POINT FOR CORNER;

S 47°46'18" E A DISTANCE OF 347.41 FEET TO A POINT FOR CORNER;

N 09°01'27" E A DISTANCE OF 262.20 FEET TO A POINT FOR CORNER;

N 58°40'07" E A DISTANCE OF 127.58 FEET TO A POINT FOR CORNER;

S 59°05'37" E A DISTANCE OF 149.70 FEET TO A POINT FOR CORNER;

S 20°59'39" E A DISTANCE OF 399.27 FEET TO A POINT FOR CORNER;

S 07°14'02" W A DISTANCE OF 222.75 FEET TO A POINT FOR CORNER;

N 84°46'19" E A DISTANCE OF 115.82 FEET TO A POINT FOR CORNER;

N 16°45'49" E A DISTANCE OF 263.94 FEET TO A POINT FOR CORNER;

N 49°24'34" E A DISTANCE OF 137.53 FEET TO A POINT FOR CORNER;

S 70°20'04" E A DISTANCE OF 168.40 FEET TO A POINT FOR CORNER;

N 24°11'52" W A DISTANCE OF 356.47 FEET TO A POINT FOR CORNER;

N 11°29'55" E A DISTANCE OF 279.90 FEET TO A POINT FOR CORNER;

N 30°11'56" E A DISTANCE OF 167.38 FEET TO A POINT FOR CORNER;

N 70°05'41" E A DISTANCE OF 195.45 FEET TO A POINT FOR CORNER;

S 68°05'49" E A DISTANCE OF 75.81 FEET TO A POINT FOR CORNER;

S 47°47'19" E A DISTANCE OF 198.86 FEET TO A POINT FOR CORNER;

S 18°00'27" E A DISTANCE OF 160.93 FEET TO A POINT FOR CORNER;

N 21°27'01" E A DISTANCE OF 155.59 FEET TO A POINT FOR CORNER;

S 82°00'19" E A DISTANCE OF 86.76 FEET TO A POINT FOR CORNER;

N 21°36'30" E A DISTANCE OF 239.66 FEET TO A POINT FOR CORNER IN THE WEST LINE OF ZONING TRACT 10;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 10, THE FOLLOWING CALLS:

S 41°42'49" E A DISTANCE OF 110.84 FEET TO A POINT FOR CORNER;

S 55°29'12" E A DISTANCE OF 440.29 FEET TO A POINT FOR CORNER;

S 78°29'51" E A DISTANCE OF 289.55 FEET TO A POINT FOR CORNER;

S 25°41'57" E A DISTANCE OF 341.65 FEET TO A POINT FOR CORNER;

S 44°02'52" E A DISTANCE OF 218.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 111.3 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 13
(MF-2)

BEING A 66.5 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 AND THE R. DUNLAP SURVEY, ABSTRACT NO. 352, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS SOUTHWEST TRACT IN DEED TO 423-PHILLIPS RANCH, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 66.5 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF BOYD ROAD, BEING THE SOUTHWEST CORNER OF ZONING TRACT 12 AND BEING THE INTERSECTION OF SAID CENTERLINE AND THE 537' CONTOUR LINE;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 12 AND SAID 537' CONTOUR LINE, THE FOLLOWING CALLS:

S 35°09'41" E A DISTANCE OF 217.97 FEET TO A POINT FOR CORNER;

S 76°36'14" E A DISTANCE OF 99.04 FEET TO A POINT FOR CORNER;

S 29°51'17" E A DISTANCE OF 62.08 FEET TO A POINT FOR CORNER;

S 30°53'54" W A DISTANCE OF 44.90 FEET TO A POINT FOR CORNER;

S 00°05'16" E A DISTANCE OF 130.87 FEET TO A POINT FOR CORNER;

S 22°43'34" E A DISTANCE OF 100.09 FEET TO A POINT FOR CORNER;

S 41°17'57" E A DISTANCE OF 245.59 FEET TO A POINT FOR CORNER;

S 73°50'29" E A DISTANCE OF 96.31 FEET TO A POINT FOR CORNER;

N 70°29'17" E A DISTANCE OF 69.45 FEET TO A POINT FOR CORNER;

S 87°58'07" E A DISTANCE OF 104.09 FEET TO A POINT FOR CORNER;

N 63°22'03" E A DISTANCE OF 60.29 FEET TO A POINT FOR CORNER;

N 25°57'43" E A DISTANCE OF 184.23 FEET TO A POINT FOR CORNER;

N 14°08'10" W A DISTANCE OF 63.48 FEET TO A POINT FOR CORNER;

N 16°37'32" E A DISTANCE OF 40.19 FEET TO A POINT FOR CORNER;

N 89°54'44" E A DISTANCE OF 38.53 FEET TO A POINT FOR CORNER;

N 23°30'20" E A DISTANCE OF 231.01 FEET TO A POINT FOR CORNER;

N 77°23'39" E A DISTANCE OF 35.52 FEET TO A POINT FOR CORNER;

S 45°06'49" E A DISTANCE OF 59.90 FEET TO A POINT FOR CORNER;

S 02°52'59" E A DISTANCE OF 158.00 FEET TO A POINT FOR CORNER;

S 51°57'20" E A DISTANCE OF 68.57 FEET TO A POINT FOR CORNER;

N 39°44'34" E A DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;

N 89°54'44" E A DISTANCE OF 74.88 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF F.M. HWY NO. 423 AND THE WEST LINE OF ZONING TRACT 30;

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 30, AND THE WEST LINE OF ZONING TRACT 31, THE FOLLOWING CALLS:

S 01°44'00" W A DISTANCE OF 83.14 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2869.79 FEET, A DELTA ANGLE OF 6°09'57", A CHORD BEARING S 04°48'58" W, 308.68 FEET, AND AN ARC LENGTH OF 308.82 FEET, TO A POINT FOR CORNER;

S 07°53'51" W A DISTANCE OF 604.65 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2859.79 FEET, A DELTA ANGLE OF 2°05'43", A CHORD BEARING S 06°51'00" W, 104.57 FEET, AND AN ARC LENGTH OF 104.58 FEET, TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 14;

THENCE ALONG THE NORTH AND WEST LINES OF ZONING TRACT 14, THE FOLLOWING CALLS:

N 85°40'01" W A DISTANCE OF 72.93 FEET TO A POINT FOR CORNER;

N 51°58'33" W A DISTANCE OF 31.26 FEET TO A POINT FOR CORNER;

S 89°40'57" W A DISTANCE OF 44.11 FEET TO A POINT FOR CORNER;

S 53°03'09" W A DISTANCE OF 43.06 FEET TO A POINT FOR CORNER;

S 01°46'02" W A DISTANCE OF 40.57 FEET TO A POINT FOR CORNER;

S 14°49'37" E A DISTANCE OF 136.72 FEET TO A POINT FOR CORNER;

S 47°28'42" E A DISTANCE OF 33.74 FEET TO A POINT FOR CORNER;

S 06°20'50" E A DISTANCE OF 59.78 FEET TO A POINT FOR CORNER;

S 11°28'47" W A DISTANCE OF 100.32 FEET TO A POINT FOR CORNER;

S 28°12'13" W A DISTANCE OF 54.98 FEET TO A POINT FOR CORNER;

S 89°44'37" W A DISTANCE OF 255.47 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID SOUTHWEST TRACT;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST TRACT, THE FOLLOWING CALLS:

N 05°17'00" W A DISTANCE OF 159.44 FEET TO A POINT FOR CORNER;

N 07°55'20" E A DISTANCE OF 437.60 FEET TO A POINT FOR CORNER;

N 36°56'40" E A DISTANCE OF 160.17 FEET TO A POINT FOR CORNER;

N 20°44'49" E A DISTANCE OF 249.09 FEET TO A POINT FOR CORNER;

N 64°40'23" W A DISTANCE OF 186.32 FEET TO A POINT FOR CORNER;

S 66°11'14" W A DISTANCE OF 113.58 FEET TO A POINT FOR CORNER;

S 51°51'11" W A DISTANCE OF 196.85 FEET TO A POINT FOR CORNER;

S 42°02'38" W A DISTANCE OF 228.10 FEET TO A POINT FOR CORNER;

S 29°18'20" W A DISTANCE OF 231.68 FEET TO A POINT FOR CORNER;

N 38°00'21" W A DISTANCE OF 89.52 FEET TO A POINT FOR CORNER;

S 21°09'13" W A DISTANCE OF 608.99 FEET TO A POINT FOR CORNER;

S 89°44'10" W A DISTANCE OF 1839.66 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID SOUTHWEST TRACT;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST TRACT AND THE CENTERLINE OF SAID BOYD ROAD, THE FOLLOWING CALLS:

N 05°51'59" W A DISTANCE OF 125.99 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1109.00 FEET, A DELTA ANGLE OF 18°53'47", A CHORD BEARING N 55°22'14" E, 364.10 FEET, AND AN ARC LENGTH OF 365.75 FEET, TO A POINT FOR CORNER;

N 45°55'20" E A DISTANCE OF 2256.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.5 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 16
(SF-5)

BEING A 142.7 ACRE TRACT OF LAND SITUATED IN THE JAMES B. BALCH SURVEY, ABSTRACT NO. 114, THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 AND THE R.F. TEAL SURVEY, ABSTRACT NO. 1264, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 142.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF SAID PHILLIPS TRACT AND THE NORTHEAST CORNER OF ZONING TRACT 15;

THENCE ALONG THE NORTH LINE OF SAID PHILLIPS TRACT, THE FOLLOWING CALLS:

S 89°47'38" E A DISTANCE OF 902.28 FEET TO A POINT FOR CORNER;

S 00°12'22" W A DISTANCE OF 516.10 FEET TO A POINT FOR CORNER;

S 89°47'54" E A DISTANCE OF 1884.51 FEET TO A POINT FOR CORNER;

S 03°10'24" W A DISTANCE OF 421.20 FEET TO A POINT FOR CORNER;

S 88°40'44" E A DISTANCE OF 178.08 FEET TO A POINT FOR CORNER;

S 00°11'13" W A DISTANCE OF 2137.19 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 17, BEING THE CENTERLINE OF PROPOSED TWIN FALLS ROAD, A 60' RIGHT-OF-WAY;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 17, SAID CENTERLINE AND A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 66°17'60", A CHORD BEARING S 33°20'13" W, 765.57 FEET, AND AN ARC LENGTH OF 810.01 FEET TO A POINT FOR THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' R.O.W., BEING THE SOUTHWEST CORNER OF SAID ZONING TRACT 17 AND BEING IN THE EAST LINE OF ZONING TRACT 20;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED STONEBROOK PARKWAY AND THE EAST LINE OF ZONING TRACT 20 AND THE NORTHEAST LINE OF ZONING TRACT 19 THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3553.43 FEET, A DELTA ANGLE OF 11°53'07", A CHORD BEARING N 28°42'13" W, 735.80 FEET, AND AN ARC LENGTH OF 737.12 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1999.14 FEET, A DELTA ANGLE OF 67°34'13", A CHORD BEARING N 56°26'20" W, 2223.36 FEET, AND AN ARC LENGTH OF 2357.63 FEET, TO A POINT FOR CORNER;

N 89°43'36" W A DISTANCE OF 311.32 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 19;

THENCE N 00°10'11" E, ALONG THE EAST LINE OF SAID ZONING TRACT 15, A DISTANCE OF 1851.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 142.7 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 17
(SF-4)

BEING A 117.9 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE R.F. TEAL SURVEY, ABSTRACT NO. 1264 AND THE WILLIAM POWELL SURVEY, ABSTRACT NO. 1011, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 117.9 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR AN INTERIOR ELL CORNER IN THE EAST LINE OF SAID PHILLIPS TRACT FOR THE SOUTHWEST CORNER OF ZONING TRACT 18 AND THE NORTHEAST CORNER OF ZONING TRACT 21, BEING THE INTERSECTION OF THE EAST LINE OF SAID PHILLIPS TRACT AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY (R.O.W.);

THENCE ALONG SAID CENTERLINE, THE NORTH LINE OF SAID ZONING TRACT 21 AND THE EAST LINE OF ZONING TRACT 20, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1891.62 FEET, A DELTA ANGLE OF 8°27'02", A CHORD BEARING S 84°59'51" W, 278.74 FEET, AND AN ARC LENGTH OF 278.99 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2001.93 FEET, A DELTA ANGLE OF 61°30'49", A CHORD BEARING N 69°01'52" W, 2047.55 FEET, AND AN ARC LENGTH OF 2149.30 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3553.43 FEET, A DELTA ANGLE OF 5°13'45", A CHORD BEARING N 37°15'40" W, 324.20 FEET, AND AN ARC LENGTH OF 324.31 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 16, FOR THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF PROPOSED TWIN FALLS ROAD, A 60' R.O.W.;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 16, THE CENTERLINE OF SAID PROPOSED TWIN FALLS ROAD AND A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 66°17'59", A CHORD BEARING N 33°20'13" E, 765.56 FEET, AND AN ARC LENGTH OF 810.01 FEET, TO A POINT FOR

CORNER IN THE NORTH LINE OF SAID PHILLIPS TRACT;

THENCE ALONG SAID NORTH LINE, THE FOLLOWING CALLS:

S 00°11'13" W A DISTANCE OF 286.54 FEET TO A POINT FOR CORNER;

N 89°08'49" E A DISTANCE OF 1508.61 FEET TO A POINT FOR CORNER;

N 00°06'36" E A DISTANCE OF 1269.33 FEET TO A POINT FOR CORNER;

N 87°29'38" E A DISTANCE OF 1432.80 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID PHILLIPS TRACT;

THENCE S 00°06'22" W ALONG THE EAST LINE OF SAID PHILLIPS TRACT, A DISTANCE OF 1950.06 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 18;

THENCE N 89°17'34" W, ALONG THE NORTH LINE OF SAID ZONING TRACT 18, A DISTANCE OF 965.28 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 18;

THENCE S 00°34'24" W, ALONG THE WEST LINE OF SAID ZONING TRACT 18, A DISTANCE OF 735.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.9 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 19
(SF-4)

BEING A 54.3 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 AND THE R.F. TEAL SURVEY, ABSTRACT NO. 1264, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 54.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 16, BEING THE INTERSECTION OF THE WEST LINE OF SAID PHILLIPS TRACT AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY;

THENCE ALONG THE SOUTH LINE OF ZONING TRACT 16 AND SAID CENTERLINE, THE FOLLOWING CALLS:

S 89°43'36" E A DISTANCE OF 311.32 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1999.14 FEET, A DELTA ANGLE OF 67°34'13", A CHORD BEARING S 56°26'20" E, 2223.36 FEET, AND AN ARC LENGTH OF 2357.63 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3553.43 FEET, A DELTA ANGLE OF 9°57'58", A CHORD BEARING S 27°44'39" E, 617.32 FEET, AND AN ARC LENGTH OF 618.10 FEET, TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 20;

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 20, THE FOLLOWING CALLS:

N 87°59'20" W A DISTANCE OF 390.85 FEET TO A POINT FOR CORNER;

N 65°26'20" W A DISTANCE OF 1608.52 FEET TO A POINT FOR CORNER;

N 88°50'29" W A DISTANCE OF 601.14 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID PHILLIPS TRACT;

THENCE N 00°10'11" E, ALONG SAID WEST LINE, A DISTANCE OF 1082.49 FEET TO THE POINT OF BEGINNING CONTAINING 54.3 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 20
(SF-3)

BEING A 233.8 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 AND THE R.F. TEAL SURVEY, ABSTRACT NO. 1264, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 233.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 21 IN THE SOUTH LINE OF ZONING TRACT 17 , BEING THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LONE STAR RANCH PARKWAY, A 120' R.O.W.;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED LONE STAR RANCH PARKWAY AND THE WEST LINE OF SAID ZONING TRACT 21, THE FOLLOWING CALLS:

S 40°29'10" W A DISTANCE OF 249.54 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1010.52 FEET, A DELTA ANGLE OF 33°12'54", A CHORD BEARING S 21°58'56" W, 577.64 FEET, AND AN ARC LENGTH OF 585.81 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.01 FEET, A DELTA ANGLE OF 26°20'11", A CHORD BEARING S 20°26'23" W, 455.63 FEET, AND AN ARC LENGTH OF 459.66 FEET, TO A POINT FOR CORNER;

S 33°36'28" W A DISTANCE OF 428.36 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 999.99 FEET, A DELTA ANGLE OF 40°48'53", A CHORD BEARING S 13°12'01" W, 697.38 FEET, AND AN ARC LENGTH OF 712.35 FEET, TO A POINT FOR CORNER;

S 07°12'13" E A DISTANCE OF 120.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 23;

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 23 AND THE NORTH LINE OF ZONING TRACT 22, THE FOLLOWING CALLS:

N 63°36'01" W A DISTANCE OF 507.90 FEET TO A POINT FOR CORNER;

S 34°34'46" W A DISTANCE OF 1104.54 FEET TO A POINT FOR CORNER;

N 50°17'34" W A DISTANCE OF 614.49 FEET TO A POINT FOR CORNER;

N 80°24'56" W A DISTANCE OF 287.18 FEET TO A POINT FOR CORNER;

N 40°38'58" W A DISTANCE OF 1057.31 FEET TO A POINT FOR CORNER;

N 89°09'34" W A DISTANCE OF 217.35 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 22, THE NORTHEAST CORNER OF ZONING TRACT 10 AND THE SOUTHEAST CORNER OF ZONING TRACT 9, BEING IN THE CENTERLINE OF F.M. HWY NO. 423 AND THE WEST LINE OF SAID PHILLIPS TRACT;

THENCE N 01°44'06" E, ALONG SAID CENTERLINE AND THE EAST LINE OF SAID ZONING TRACT 9 AND THE WEST LINE OF SAID PHILLIPS TRACT, A DISTANCE OF 2200.68 FEET TO A POINT FOR CORNER;

THENCE CONTINUING ALONG THE WEST LINE OF SAID PHILLIPS TRACT, THE FOLLOWING CALLS:

S 89°56'38" E A DISTANCE OF 604.71 FEET TO A POINT FOR CORNER;

N 00°10'11" E A DISTANCE OF 880.52 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 19;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 19, THE FOLLOWING CALLS:

S 88°50'29" E A DISTANCE OF 601.14 FEET TO A POINT FOR CORNER;

S 65°26'20" E A DISTANCE OF 1608.52 FEET TO A POINT FOR CORNER;

S 87°59'20" E A DISTANCE OF 390.85 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 19 IN THE CENTERLINE OF SAID PROPOSED STONEBROOK PARKWAY AND THE WEST LINE OF ZONING TRACT 16 ;

THENCE ALONG SAID CENTERLINE, THE WEST LINE OF SAID ZONING TRACT 16 AND THE WEST LINE OF ZONING TRACT 17, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3553.43 FEET, A DELTA ANGLE OF 7°08'54", A CHORD BEARING S 36°18'05" E, 443.05 FEET, AND AN ARC LENGTH OF 443.34 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2001.93 FEET, A DELTA ANGLE OF 11°13'37", A CHORD BEARING S 43°53'16" E, 391.65 FEET, AND AN ARC LENGTH OF 392.28 FEET, TO THE POINT OF BEGINNING AND CONTAINING 233.8 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 21
(SF-4)

BEING A 167.2 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 167.2 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LONE STAR RANCH PARKWAY, A 120' R.O.W., BEING IN THE SOUTH LINE OF ZONING TRACT 17;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED STONEBROOK PARKWAY AND THE SOUTH LINE OF ZONING TRACT 17, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2001.93 FEET, A DELTA ANGLE OF 50°17'11", A CHORD BEARING S 74°38'41" E, 1701.17 FEET, AND AN ARC LENGTH OF 1757.03 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1891.62 FEET, A DELTA ANGLE OF 8°27'02", A CHORD BEARING N 84°59'51" E, 278.74 FEET, AND AN ARC LENGTH OF 278.99 FEET, TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 18, IN THE EAST LINE OF SAID PHILLIPS TRACT;

THENCE S 00°24'19" E, ALONG SAID EAST LINE, A DISTANCE OF 2637.13 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF ZONING TRACT 25 AND THE CENTERLINE OF A PROPOSED 60' R.O.W.;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF SAID ZONING TRACT 25 AND THE NORTH LINE OF ZONING TRACT 24, THE FOLLOWING CALLS:

S 89°09'32" W A DISTANCE OF 637.59 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 13°52'53", A CHORD BEARING S 82°26'54" W, 241.68 FEET, AND AN ARC LENGTH OF 242.28 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 16°01'42", A CHORD BEARING S 83°31'19" W, 278.83 FEET, AND AN ARC LENGTH OF 279.75 FEET, TO A POINT FOR CORNER;

N 88°28'30" W A DISTANCE OF 1644.96 FEET TO A POINT FOR THE INTERSECTION OF SAID CENTERLINE AND THE CENTERLINE OF PROPOSED LONE STAR RANCH PARKWAY, BEING IN THE EAST LINE OF ZONING TRACT 23 AND BEING THE NORTHWEST CORNER OF SAID ZONING TRACT 24;

THENCE ALONG THE CENTERLINE OF SAID LONE STAR RANCH PARKWAY AND THE EAST LINE OF ZONING TRACT 23 AND THE EAST LINE OF ZONING TRACT 20, THE FOLLOWING CALLS:

N 01°31'24" E A DISTANCE OF 200.31 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET; A DELTA ANGLE OF 8°43'37", A CHORD BEARING N 02°50'25" W, 152.16 FEET, AND AN ARC LENGTH OF 152.31 FEET, TO A POINT FOR CORNER;

N 07°12'13" W A DISTANCE OF 556.11 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 999.99 FEET, A DELTA ANGLE OF 40°48'53", A CHORD BEARING N 13°12'01" E, 697.38 FEET, AND AN ARC LENGTH OF 712.35 FEET, TO A POINT FOR CORNER;

N 33°36'28" E A DISTANCE OF 428.36 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.01 FEET, A DELTA ANGLE OF 26°20'11", A CHORD BEARING N 20°26'23" E, 455.63 FEET, AND AN ARC LENGTH OF 459.66 FEET, TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1010.52 FEET, A DELTA ANGLE OF 33°12'54", A CHORD BEARING N 21°58'56" E, 577.64 FEET, AND AN ARC LENGTH OF 585.81 FEET, TO A POINT FOR CORNER;

N 40°29'10" E A DISTANCE OF 249.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 167.2 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 22
(TH)

BEING A 58.3 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 58.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423, A 100' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LEBANON ROAD, A 120' R.O.W., BEING THE NORTHWEST CORNER OF ZONING TRACT 30, THE NORTHEAST CORNER OF ZONING TRACT 12 AND THE SOUTHEAST CORNER OF ZONING TRACT 10 ;

THENCE N 01°44'06" E, ALONG THE CENTERLINE OF SAID F.M. HWY NO. 423 AND THE EAST LINE OF SAID ZONING TRACT 10, A DISTANCE OF 2109.45 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 10, THE SOUTHEAST CORNER OF ZONING TRACT 9 AND THE SOUTHWEST CORNER OF ZONING TRACT 20;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 20, THE FOLLOWING CALLS:

S 89°09'34" E A DISTANCE OF 217.35 FEET TO A POINT FOR CORNER;

S 40°38'58" E A DISTANCE OF 1057.31 FEET TO A POINT FOR CORNER;

S 80°24'56" E A DISTANCE OF 287.18 FEET TO A POINT FOR CORNER;

S 50°17'34" E A DISTANCE OF 614.49 FEET TO A POINT FOR CORNER IN THE WEST LINE OF ZONING TRACT 23;

THENCE ALONG SAID WEST LINE, THE FOLLOWING CALLS:

S 34°34'46" W A DISTANCE OF 604.40 FEET TO A POINT FOR CORNER;

S 09°04'12" E A DISTANCE OF 373.98 FEET TO A POINT FOR CORNER;

S 33°53'25" W A DISTANCE OF 461.96 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 23, THE NORTHWEST CORNER OF ZONING TRACT 31 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 30, BEING IN THE CENTER LINE OF SAID PROPOSED LEBANON ROAD;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF SAID ZONING TRACT 30, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1493.07 FEET, A DELTA ANGLE OF 40°37'17", A CHORD BEARING N 68°20'40" W, 1036.52 FEET, AND AN ARC LENGTH OF 1058.55 FEET, TO A POINT FOR CORNER;

N 88°39'18" W A DISTANCE OF 220.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 58.3 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 23
(SF-4)

BEING A 91.4 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 91.4 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD , A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF LONE STAR RANCH PARKWAY, A 120' R.O.W., BEING THE SOUTHWEST CORNER OF ZONING TRACT 24, THE NORTHWEST CORNER OF ZONING TRACT 33 AND THE NORTHEAST CORNER OF ZONING TRACT 31;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED LEBANON ROAD AND THE NORTH LINE OF SAID ZONING TRACT 3, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 22°17'26", A CHORD BEARING N 41°38'09" W, 618.55 FEET, AND AN ARC LENGTH OF 622.47 FEET, TO A POINT FOR CORNER;

N 30°29'26" W A DISTANCE OF 878.78 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1493.07 FEET, A DELTA ANGLE OF 17°32'36", A CHORD BEARING N 39°15'44" W, 455.38 FEET, AND AN ARC LENGTH OF 457.16 FEET, TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 30 AND THE SOUTHEAST CORNER OF ZONING TRACT 22;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 22, AND THE SOUTH LINE OF ZONING TRACT 20, THE FOLLOWING CALLS:

N 33°53'25" E A DISTANCE OF 461.96 FEET TO A POINT FOR CORNER;

N 09°04'12" W A DISTANCE OF 373.98 FEET TO A POINT FOR CORNER;

N 34°34'46" E A DISTANCE OF 1708.93 FEET TO A POINT FOR CORNER;

S 63°36'01" E A DISTANCE OF 507.90 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 20 IN THE CENTERLINE OF SAID LONE STAR RANCH PARKWAY AND THE WEST LINE OF ZONING TRACT 21;

THENCE ALONG SAID CENTERLINE, SAID WEST LINE AND THE WEST LINE OF SAID ZONING TRACT 24, THE FOLLOWING CALLS:

S 07°12'13" E A DISTANCE OF 435.27 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 8°43'37", A CHORD BEARING S 02°50'25" E, 152.16 FEET, AND AN ARC LENGTH OF 152.31 FEET, TO A POINT FOR CORNER;

S 01°31'24" W A DISTANCE OF 1970.04 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 35°43'17", A CHORD BEARING S 19°23'02" W, 613.41 FEET, AND AN ARC LENGTH OF 623.46 FEET, TO A POINT FOR CORNER;

S 37°14'41" W A DISTANCE OF 470.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 91.4 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 24
(SF-4)

BEING A 94.5 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 94.5 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD , A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF LONE STAR RANCH PARKWAY, A 120' R.O.W., BEING THE SOUTHEAST CORNER OF ZONING TRACT 23, THE NORTHWEST CORNER OF ZONING TRACT 33 AND THE NORTHEAST CORNER OF ZONING TRACT 31;

THENCE ALONG THE CENTERLINE OF SAID LONE STAR RANCH PARKWAY AND THE EAST LINE OF SAID ZONING TRACT 23, THE FOLLOWING CALLS:

N 37°14'41" E A DISTANCE OF 470.22 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 35°43'17", A CHORD BEARING N 19°23'02" E, 613.41 FEET, AND AN ARC LENGTH OF 623.46 FEET, TO A POINT FOR CORNER;

N 01°31'24" E A DISTANCE OF 1769.72 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 21;

THENCE S 88°28'30" E, ALONG THE SOUTH LINE OF SAID ZONING TRACT 21, A DISTANCE OF 1572.33 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 25;

THENCE ALONG THE WEST AND SOUTH LINE OF SAID ZONING TRACT 25 AND THE WEST LINE OF ZONING TRACT 26, THE FOLLOWING CALLS:

S 00°31'51" E A DISTANCE OF 30.02 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET, A DELTA ANGLE OF 26°19'13", A CHORD BEARING S 14°41'07" W, 202.63 FEET, AND AN ARC LENGTH OF 204.42 FEET, TO A POINT FOR CORNER;

S 27°50'43" W A DISTANCE OF 60.97 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET, A DELTA ANGLE OF 37°09'24", A CHORD BEARING S 46°25'25" W, 283.55 FEET, AND AN ARC LENGTH OF 288.58 FEET, TO A POINT FOR CORNER;

S 65°00'07" W A DISTANCE OF 164.65 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 63°28'37", A CHORD BEARING S 33°15'49" W, 526.04 FEET, AND AN ARC LENGTH OF 553.94 FEET, TO A POINT FOR CORNER;

S 01°31'30" W A DISTANCE OF 145.02 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 595.00 FEET, A DELTA ANGLE OF 27°29'06", A CHORD BEARING S 12°13'02" E, 282.69 FEET, AND AN ARC LENGTH OF 285.42 FEET, TO A POINT FOR CORNER;

S 25°57'35" E A DISTANCE OF 1119.62 FEET TO A POINT FOR CORNER;

N 74°10'42" E A DISTANCE OF 342.35 FEET TO A POINT FOR CORNER;

S 00°22'45" E A DISTANCE OF 674.40 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 26 IN THE CENTERLINE OF SAID LEBANON ROAD AND THE NORTH LINE OF ZONING TRACT 35;

THENCE ALONG SAID CENTERLINE, THE NORTH LINE OF SAID ZONING TRACT 35 AND THE NORTH LINE OF ZONING TRACT 33, THE FOLLOWING CALLS:

S 89°27'13" W A DISTANCE OF 1281.19 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 37°45'55", A CHORD BEARING N 71°39'50" W, 1035.62 FEET, AND AN ARC LENGTH OF 1054.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 94.5 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 25
(PH)

BEING A 71.1 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288, PHILLIPS ELEVEN HUNDRED, LTD, RECORDED IN COUNTY CLERKS FILE NUMBER 97-R0055905 DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 71.1 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 25, THE NORTHWEST CORNER OF ZONING TRACT 26, AND ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT SAID POINT BEING IN THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.);

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 26 AND THE EAST LINE OF SAID ZONING TRACT 25 THE FOLLOWING CALLS:

S 00°36'39" E A DISTANCE OF 691.98 FEET TO A POINT;

N 89°53'38" W A DISTANCE OF 77.93 FEET TO A POINT;

S 50°11'37" W A DISTANCE OF 991.35 FEET TO A POINT;

S 23°50'49" W A DISTANCE OF 1164.90 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 25 AND A POINT ON THE WEST LINE OF ZONING TRACT 24;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 25 AND THE EAST LINE OF SAID ZONING TRACT 24 THE FOLLOWING CALLS:

S 74°10'42" W A DISTANCE OF 342.35 FEET TO A POINT;

N 25°57'35" W A DISTANCE OF 1119.62 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 595.00 FEET, A DELTA ANGLE OF 27°29'06", A CHORD BEARING N 12°13'02" W, 282.69 FEET, AND AN ARC LENGTH OF 285.42 FEET TO A POINT;

N 01°31'30" E A DISTANCE OF 145.02 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 63°28'37", A CHORD BEARING N 33°15'49" E, 526.04 FEET, AND AN ARC LENGTH OF 553.94 FEET TO A POINT;

N 65°00'07" E A DISTANCE OF 164.65 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET, A DELTA ANGLE OF 37°09'24", A CHORD BEARING N 46°25'25" E, 283.55 FEET, AND AN ARC LENGTH OF 288.58 FEET TO A POINT;

N 27°50'43" E A DISTANCE OF 60.97 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET, A DELTA ANGLE OF 26°19'13", A CHORD BEARING N 14°41'07" E, 202.63 FEET, AND AN ARC LENGTH OF 204.42 FEET TO A POINT;

N 00°31'51" W A DISTANCE OF 30.02 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 25 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 24 SAID POINT BEING IN THE SOUTH LINE OF ZONING TRACT 21;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 21 AND THE NORTH LINE OF SAID ZONING TRACT 25 THE FOLLOWING CALLS:

S 88°28'30" E A DISTANCE OF 72.62 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 16°01'42", A CHORD BEARING N 83°31'19" E, 278.83 FEET, AND AN ARC LENGTH OF 279.75 FEET, TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 13°52'53", A CHORD BEARING N 82°26'54" E, 241.68 FEET, AND AN ARC LENGTH OF 242.28 FEET, TO A POINT;

N 89°09'32" E A DISTANCE OF 637.59 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 21 AND SAID POINT BEING IN THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE N 89°32'05" E ALONG NORTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE NORTH LINE OF SAID ZONING TRACT 25 A DISTANCE OF 229.03 FEET TO THE POINT OF BEGINNING CONTAINING 71.1 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 26
(PH)

BEING A 66.5 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288, PHILLIPS ELEVEN HUNDRED, LTD, RECORDED IN COUNTY CLERKS FILE NUMBER 97-R0055905 DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 66.5 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 25, THE NORTHWEST CORNER OF ZONING TRACT 26, AND ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT SAID POINT BEING IN THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.);

THENCE N 89°32'05" E ALONG SAID CENTERLINE AND THE NORTH LINES OF SAID TOMLIN PROPERTIES TRACT AND SAID ZONING TRACT 26 A DISTANCE OF 725.32 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 26 AND THE NORTHWEST CORNER OF ZONING TRACT 28 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE;

THENCE ALONG SAID CENTERLINE AND THE EAST LINES OF SAID ZONING TRACT 26 AND THE WEST LINE OF SAID ZONING TRACT 28 THE FOLLOWING CALLS:

S 00°06'24" W A DISTANCE OF 871.89 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1506.62 FEET, A DELTA ANGLE OF 43°53'17", A CHORD BEARING S 22°03'02" W, 1126.05 FEET, AND AN ARC LENGTH OF 1154.06 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1493.38 FEET, A DELTA ANGLE OF 15°12'29", A CHORD BEARING S 36°23'26" W, 395.23 FEET, AND AN ARC LENGTH OF 396.39 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 26, SOUTHWEST CORNER OF SAID ZONING TRACT 28, NORTHWEST CORNER OF SAID ZONING TRACT 29, AND NORTHEAST CORNER OF SAID ZONING TRACT 27;

THENCE S 89°37'14" W ALONG THE NORTH LINE OF SAID ZONING TRACT 29 AND THE SOUTH LINE OF SAID ZONING TRACT 26 A DISTANCE OF 908.99 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 27 AND A POINT ON THE SOUTH LINE OF SAID ZONING TRACT 26;

THENCE S 00°22'46" E ALONG THE WEST LINE OF SAID ZONING TRACT 27 AND THE SOUTH LINE OF ZONING TRACT 26 A DISTANCE OF 828.06 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 27 SAID POINT BEING IN THE NORTH LINE OF ZONING TRACT 35 AND BEING IN THE CENTERLINE OF PROPOSED LEBANON ROAD 120' (R.O.W.);

THENCE S 89°27'13" W ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 26 AND THE NORTH LINE OF SAID ZONING TRACT 35 A DISTANCE OF 461.60 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 26 AND THE SOUTHEAST CORNER OF ZONING TRACT 24;

THENCE N 00°22'45" W ALONG THE EAST LINE OF SAID ZONING TRACT 24 AND THE WEST LINE OF ZONING TRACT 26 A DISTANCE OF 674.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 25;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 26 AND THE EAST LINE OF SAID ZONING TRACT 25 THE FOLLOWING CALLS:

N 23°50'49" E A DISTANCE OF 1164.90 FEET TO A POINT;

N 50°11'37" E A DISTANCE OF 991.35 FEET TO A POINT;

S 89°53'38" E A DISTANCE OF 77.93 FEET TO A POINT;

N 00°36'39" W A DISTANCE OF 691.98 FEET TO THE POINT OF BEGINNING CONTAINING 66.5 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 28
(PH)

BEING A 100.2 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288, (TOMLIN TRACT 2) TOMLIN PROPERTIES, RECORDED IN VOLUME 1231, PAGE 386, (TOMLIN TRACT 3) TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 409 (TOMLIN TRACT 4) OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 100.2 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTH WEST CORNER OF SAID TOMLIN TRACT 3, THE NORTHEAST CORNER OF SAID TOMLIN TRACT 2, NORTHEAST CORNER OF ZONING TRACT 26, NORTHWEST CORNER OF ZONING TRACT 28;

THENCE ALONG THE NORTH LINE OF SAID TOMLIN TRACT 3 AND THE NORTH LINE OF SAID ZONING TRACT 28 THE FOLLOWING CALLS:

N 89°32'05" E A DISTANCE OF 54.33 FEET TO A POINT;

N 89°23'21" E A DISTANCE OF 1332.79 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID TOMLIN TRACT 3 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 28;

THENCE S 00°43'06" E ALONG THE EAST LINE OF SAID TOMLIN TRACT 3 AND THE EAST LINE OF SAID ZONING TRACT 28 A DISTANCE OF 3147.74 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID TOMLIN TRACT 4, SOUTHEAST CORNER OF SAID ZONING TRACT 28, NORTHEAST CORNER OF ZONING TRACT 38 SAID POINT BEING IN THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.);

THENCE ALONG SAID CENTERLINE, THE NORTH LINE OF SAID ZONING TRACT 38, AND SOUTH LINE OF SAID ZONING TRACT 28 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1460.00 FEET, A DELTA ANGLE OF 20°37'20", A CHORD BEARING N 80°14'07" W, 522.66 FEET, AND AN ARC LENGTH OF 525.49 FEET, TO A POINT;

S 89°27'13" W A DISTANCE OF 593.84 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 29 AND A POINT ON THE SOUTH LINE OF SAID ZONING TRACT 28;

THENCE N 00°32'01" W ALONG THE EAST LINE OF SAID ZONING TRACT 29 AND THE SOUTH LINE OF ZONING TRACT 28 A DISTANCE OF 822.58 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 29;

THENCE S 89°37'15" W ALONG THE SOUTH LINE OF SAID ZONING TRACT 28 AND THE NORTH LINE OF SAID ZONING TRACT 29 A DISTANCE OF 968.83 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 29, THE NORTHEAST CORNER OF ZONING TRACT 27, THE SOUTHWEST CORNER OF SAID ZONING TRACT 28, AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 26 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE;

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 28 AND THE EAST LINE OF SAID ZONING TRACT 26 THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1493.38 FEET, A DELTA ANGLE OF 15°12'29", A CHORD BEARING N 36°23'26" E, 395.23 FEET, AND AN ARC LENGTH OF 396.39 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1506.62 FEET, A DELTA ANGLE OF 43°53'17", A CHORD BEARING N 22°03'02" E, 1126.05 FEET, AND AN ARC LENGTH OF 1154.06 FEET TO A POINT;

N 00°06'24" E A DISTANCE OF 871.89 FEET TO THE POINT OF BEGINNING CONTAINING 100.2 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 31
(MF-2)

BEING A 121.0 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (TRACT 1), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.), A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO HIGHWAY 423 LEBANON, LTD., RECORDED IN COUNTY CLERKS FILE NO. 96-R0085903 (TRACT 2), D.R.D.C.T. AND A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO HIGHWAY 423 LEBANON, LTD., RECORDED IN COUNTY CLERKS FILE NO. 96-R0069961, D.R.D.C.T. SAID 121.0 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD, A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF LONE STAR RANCH PARKWAY, A 120' R.O.W., BEING THE SOUTHEAST CORNER OF ZONING TRACT 23, THE NORTHWEST CORNER OF ZONING TRACT 33 AND THE SOUTHWEST CORNER OF ZONING TRACT 24;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED LONE STAR RANCH PARKWAY AND THE WEST LINE OF SAID ZONING TRACT 33, THE FOLLOWING CALLS:

S 37°14'36" W A DISTANCE OF 115.38 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 37°29'24", A CHORD BEARING S 18°29'54" W, 321.35 FEET, AND AN ARC LENGTH OF 327.16 FEET, TO A POINT FOR CORNER;

S 00°14'48" E A DISTANCE OF 801.54 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 57°46'18", A CHORD BEARING S 28°38'21" W, 966.13 FEET, AND AN ARC LENGTH OF 1008.30 FEET, TO A POINT FOR CORNER;

S 57°31'30" W A DISTANCE OF 104.76 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 32;

THENCE N 33°31'53" W, ALONG THE EAST LINE OF SAID ZONING TRACT 32, A DISTANCE OF 937.08 FEET TO A POINT FOR CORNER IN THE WEST LINE OF SAID TRACT 2;

THENCE ALONG SAID WEST LINE, THE FOLLOWING CALLS:

N 13°42'56" W A DISTANCE OF 181.94 FEET TO A POINT FOR CORNER;

S 61°06'11" W A DISTANCE OF 329.00 FEET TO A POINT FOR CORNER;

N 68°58'49" W A DISTANCE OF 274.54 FEET TO A POINT FOR CORNER;

S 57°47'45" W A DISTANCE OF 236.37 FEET TO A POINT FOR CORNER;

N 82°30'49" W A DISTANCE OF 123.15 FEET TO A POINT FOR CORNER;

N 00°29'41" W A DISTANCE OF 499.76 FEET TO A POINT FOR CORNER;

N 00°26'44" W A DISTANCE OF 138.75 FEET TO A POINT FOR CORNER IN THE SOUTH LINE OF SAID TRACT 1;

THENCE S 89°42'59" W, ALONG SAID SOUTH LINE, A DISTANCE OF 349.49 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 14, IN THE CENTERLINE OF F.M. HWY NO. 423 ;

THENCE ALONG SAID CENTERLINE, THE EAST LINE OF SAID ZONING TRACT 14 AND THE EAST LINE OF ZONING TRACT 13, THE FOLLOWING CALLS:

N 00°20'09" W A DISTANCE OF 96.48 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2859.79 FEET, A DELTA ANGLE OF 8°14'05", A CHORD BEARING N 03°46'48" E, 410.67 FEET, AND AN ARC LENGTH OF 411.02 FEET, TO A POINT FOR CORNER;

N 07°53'51" E A DISTANCE OF 604.65 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2869.79 FEET, A DELTA ANGLE OF 3°37'20", A CHORD BEARING N 06°05'17" E, 181.40 FEET, AND AN ARC LENGTH OF 181.43 FEET, TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 30;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID ZONING TRACT 30, THE FOLLOWING CALLS:

N 71°39'20" E A DISTANCE OF 285.16 FEET TO A POINT FOR CORNER;

S 82°10'05" E A DISTANCE OF 271.71 FEET TO A POINT FOR CORNER;

N 79°43'38" E A DISTANCE OF 101.30 FEET TO A POINT FOR CORNER;

N 65°05'36" E A DISTANCE OF 91.31 FEET TO A POINT FOR CORNER;

N 48°27'04" E A DISTANCE OF 139.42 FEET TO A POINT FOR CORNER;

N 23°56'25" E A DISTANCE OF 132.65 FEET TO A POINT FOR CORNER;

N 06°26'38" E A DISTANCE OF 221.02 FEET TO A POINT FOR CORNER;

N 24°51'19" E A DISTANCE OF 187.86 FEET TO A POINT FOR CORNER;

N 44°04'41" E A DISTANCE OF 350.31 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 30, THE SOUTHEAST CORNER OF ZONING TRACT 22 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 23 IN THE CENTERLINE OF SAID LEBANON ROAD;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 23, THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1493.07 FEET, A DELTA ANGLE OF 17°32'36", A CHORD BEARING S 39°15'44" E, 455.38 FEET, AND AN ARC LENGTH OF 457.16 FEET, TO A POINT FOR CORNER;

S 30°29'26" E A DISTANCE OF 878.78 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 22°17'26", A CHORD BEARING S 41°38'09" E, 618.55 FEET, AND AN ARC LENGTH OF 622.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 121.0 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 32
(PH)

BEING A 38.0 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED TO HIGHWAY 423 LEBANON, LTD., RECORDED IN COUNTY CLERKS FILE NO. 96-R0085903 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 38.0 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 32 AND THE NORTHWEST CORNER OF ZONING TRACT 34 AND BEING ON THE WEST LINE OF HIGHWAY 423 TRACT SAID POINT BEING IN THE CENTERLINE OF PROPOSED LONE STAR RANCH PARKWAY 120' (R.O.W.):

THENCE N 00°23'00" W ALONG THE WEST LINE OF SAID ZONING TRACT 32 AND THE WEST LINE OF SAID HIGHWAY 423 TRACT A DISTANCE OF 827.68 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 32;

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 32 AND NORTH LINE OF SAID HIGHWAY 423 TRACT THE FOLLOWING CALLS:

N 72°59'11" E A DISTANCE OF 252.18 FEET TO A POINT;

N 58°17'37" E A DISTANCE OF 1198.75 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 32 SAID POINT BEING IN THE WEST LINE OF ZONING TRACT 31;

THENCE S 33°31'53" E ALONG THE EAST LINE OF SAID ZONING TRACT 32 AND THE WEST LINE OF SAID ZONING TRACT 31 A DISTANCE OF 937.08 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 32 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 31 SAID POINT BEING IN SAID CENTERLINE;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF ZONING TRACT 32, THE NORTH LINE OF ZONING TRACT 33, AND NORTH LINE OF SAID ZONING TRACT 34 THE FOLLOWING CALLS:

S 57°31'30" W A DISTANCE OF 265.67 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1199.87 FEET, A DELTA ANGLE OF 13°13'55", A CHORD BEARING S 50°54'33" W, 276.48 FEET, AND AN ARC LENGTH OF 277.10 FEET, TO A POINT;

S 44°17'35" W A DISTANCE OF 96.62 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.13 FEET, A DELTA ANGLE OF 49°56'33", A CHORD BEARING S 64°41'34" W, 844.44 FEET, AND AN ARC LENGTH OF 871.78 FEET, TO A POINT;

S 89°38'02" W A DISTANCE OF 503.51 FEET TO THE POINT OF BEGINNING CONTAINING 38.0 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 33
(SF-5)

BEING A 88.8 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING THAT TRACT OF LAND DESCRIBED IN DEED TO HIGHWAY 423 LEBANON, LTD., (HIGHWAY 423 TRACT1) RECORDED IN COUNTY CLERKS FILE NO. 96-R0069961, HIGHWAY 423 LEBANON, LTD. (HIGHWAY 423 TRACT2), RECORDED IN COUNTY CLERKS FILE NO. 96-R0085903, PHILLIPS ELEVEN HUNDRED, LTD, RECORDED IN COUNTY CLERKS FILE NUMBER 97-R0055905, TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364, TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 88.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF LONE STAR RANCH PARKWAY 120'(R.O.W.) AND BEING THE SOUTHEAST CORNER OF ZONING TRACT 23, THE SOUTHWEST CORNER OF ZONING TRACT 24, THE NORTHWEST CORNER OF ZONING TRACT 33, AND THE NORTHEAST CORNER OF ZONING TRACT 31:

THENCE ALONG THE CENTERLINE OF SAID PROPOSED LEBANON ROAD AND THE SOUTH LINE OF SAID ZONING TRACT 24 AND THE NORTH LINE OF SAID ZONING TRACT 33 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1600.00 FEET, A DELTA ANGLE OF 37°45'55", A CHORD BEARING S 71°39'50" E, 1035.62 FEET, AND AN ARC LENGTH OF 1054.61 FEET, TO A POINT;

N 89°27'13" E A DISTANCE OF 779.55 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 33 AND THE NORTHWEST CORNER OF ZONING TRACT 35;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 33 AND THE EAST LINES OF ZONING TRACTS 35 AND 37 THE FOLLOWING CALLS:

S 00°32'47" E A DISTANCE OF 73.65 FEET TO A POINT;

S 13°46'27" W A DISTANCE OF 149.84 FEET TO A POINT;

S 32°08'40" W A DISTANCE OF 218.35 FEET TO A POINT;

S 50°05'15" W A DISTANCE OF 242.94 FEET TO A POINT;

S 61°22'23" W A DISTANCE OF 157.64 FEET TO A POINT;

S 34°53'39" W A DISTANCE OF 141.03 FEET TO A POINT;

S 01°28'36" W A DISTANCE OF 248.73 FEET TO A POINT;

S 32°11'14" W A DISTANCE OF 63.55 FEET TO A POINT;

S 74°30'45" W A DISTANCE OF 58.56 FEET TO A POINT;

N 67°38'40" W A DISTANCE OF 81.90 FEET TO A POINT;

N 62°45'07" W A DISTANCE OF 108.75 FEET TO A POINT;

S 88°26'22" W A DISTANCE OF 90.18 FEET TO A POINT;

N 84°04'42" W A DISTANCE OF 78.80 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 37 SAID POINT BEING ON THE SAID HIGHWAY 423 TRACT 1;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 33 AND THE SOUTH LINE OF SAID HIGHWAY 423 TRACT 1 AND HIGHWAY TRACT 2 THE FOLLOWING CALLS:

S 29°35'43" W A DISTANCE OF 1280.82 FEET TO A POINT;

S 86°57'19" W A DISTANCE OF 519.28 FEET TO A POINT;

S 56°26'59" W A DISTANCE OF 206.06 FEET TO A POINT;

S 01°06'14" E A DISTANCE OF 167.34 FEET TO A POINT;

S 87°08'54" W A DISTANCE OF 270.53 FEET TO A POINT;

S 43°46'12" W A DISTANCE OF 141.82 FEET TO A POINT;

S 10°04'25" W A DISTANCE OF 419.77 FEET TO A POINT;

S 30°09'20" W A DISTANCE OF 227.00 FEET TO A POINT;

S 45°31'42" W A DISTANCE OF 357.22 FEET TO A POINT;

N 62°26'39" W A DISTANCE OF 249.64 FEET TO A POINT;

S 16°21'23" W A DISTANCE OF 217.21 FEET TO A POINT;

S 64°16'42" W A DISTANCE OF 206.43 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 33 AND THE SOUTHEAST CORNER OF ZONING TRACT 34;

THENCE N 00°35'39" W ALONG THE WEST LINE OF SAID ZONING TRACT 33 AND THE EAST LINE OF SAID ZONING TRACT 34 A DISTANCE OF 1044.20 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 34 AND BEING IN THE SOUTH LINE OF ZONING TRACT 32;

THENCE ALONG THE SOUTH LINE OF ZONING TRACT 32 AND THE EAST LINE OF ZONING TRACT 31 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.13 FEET, A DELTA ANGLE OF 41°25'15", A CHORD BEARING N 60°25'55" E, 707.38 FEET, AND AN ARC LENGTH OF 723.03 FEET, TO A POINT;

N 44°17'35" E A DISTANCE OF 96.62 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1199.87 FEET, A DELTA ANGLE OF 13°13'55", A CHORD BEARING N 50°54'33" E, 276.48 FEET, AND AN ARC LENGTH OF 277.10 FEET, TO A POINT;

N 57°31'30" E A DISTANCE OF 370.43 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 57°46'18", A CHORD BEARING N 28°38'21" E, 966.13 FEET, AND AN ARC LENGTH OF 1008.30 FEET, TO A POINT;

N 00°14'48" W A DISTANCE OF 801.54 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 37°29'24", A CHORD BEARING N 18°29'54" E, 321.35 FEET, AND AN ARC LENGTH OF 327.16 FEET, TO A POINT;

N 37°14'36" E A DISTANCE OF 115.38 FEET TO THE POINT OF BEGINNING CONTAINING 88.8 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 35
(MF-2)

BEING A 27.1 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT CERTAIN THAT TRACT OF LAND DESCRIBED IN DEED TO THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 AND THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 27.1 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED TEEL LANE A 120' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 36, SOUTHEAST CORNER OF ZONING TRACT 27, SOUTHWEST CORNER OF ZONING TRACT 29 AND THE NORTHWEST CORNER OF ZONING TRACT 38:

THENCE S 89°27'13 W ALONG THE NORTH LINE OF SAID ZONING TRACT 36 AND THE SOUTH LINE OF SAID ZONING TRACT 27 AND THE CENTERLINE OF SAID LEBANON ROAD A DISTANCE OF 646.94 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 36 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 35 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE S 00°37'56" W ALONG THE EAST LINE OF SAID ZONING TRACT 35 AND THE WEST LINE OF ZONING TRACT 35 A DISTANCE OF 913.91 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 35, THE SOUTHEAST CORNER OF SAID ZONING TRACT 35, AND BEING ON THE NORTH LINE OF ZONING TRACT 37;

THENCE S 89°38'08" W ALONG THE NORTH LINE OF SAID ZONING TRACT 37 AND THE SOUTH LINE OF SAID ZONING TRACT 35 A DISTANCE OF 1586.87 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 37, SOUTHWEST CORNER OF SAID ZONING TRACT 35, AND BEING ON THE WEST LINE OF ZONING TRACT 33;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 33 AND THE WEST LINE OF SAID ZONING TRACT 35 THE FOLLOWING CALLS:

N 01°28'36" E A DISTANCE OF 162.99 FEET TO A POINT;

N 34°53'39" E A DISTANCE OF 141.03 FEET TO A POINT;

N 61°22'23" E A DISTANCE OF 157.64 FEET TO A POINT;

N 50°05'15" E A DISTANCE OF 242.94 FEET TO A POINT;

N 32°08'40" E A DISTANCE OF 218.35 FEET TO A POINT;

N 13°46'27" E A DISTANCE OF 149.84 FEET TO A POINT;

N 00°32'47" W A DISTANCE OF 73.65 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 33, THE NORTHWEST CORNER OF SAID ZONING TRACT 35, SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED LEBANON ROAD AND BEING ON THE SOUTH LINE OF ZONING TRACT 24;

THENCE N 89°27'13" E ALONG THE SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 24, SOUTH LINE OF SAID ZONING TRACT 26, AND THE NORTH LINE OF ZONING TRACT 35 A DISTANCE OF 1036.23 FEET TO THE POINT OF BEGINNING CONTAINING 27.1 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 37
(SF-4)

BEING A 52.9 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT CERTAIN THAT TRACT OF LAND DESCRIBED IN DEED TO THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 (TOMLIN TR 1) AND THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 (TOMLIN TR 2) OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 52.9 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF PROPOSED TEEL LANE 120' RIGHT-OF-WAY (R.O.W.) AND BEING THE SOUTHWEST CORNER OF ZONING TRACT 38, THE SOUTHEAST CORNER OF ZONING TRACT 37,

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 37 THE FOLLOWING CALLS:

S 49°58'36" W A DISTANCE OF 534.96 FEET TO A POINT;

N 27°04'24" W A DISTANCE OF 490.40 FEET TO A POINT;

N 60°36'54" W A DISTANCE OF 279.80 FEET TO A POINT;

S 69°42'36" W A DISTANCE OF 242.50 FEET TO A POINT;

S 89°34'51" W A DISTANCE OF 223.10 FEET TO A POINT;

S 64°59'51" W A DISTANCE OF 620.20 FEET TO A POINT;

S 10°06'51" W A DISTANCE OF 219.50 FEET TO A POINT THE SOUTHWEST CORNER OF SAID ZONING TRACT 37;

THENCE ALONG THE WEST LINE OF SAID TOMLIN TR 2 AND THE WEST LINE OF SAID ZONING TRACT 37 THE FOLLOWING CALLS:

N 71°31'54" W A DISTANCE OF 575.10 FEET TO A POINT;

N 16°34'36" E A DISTANCE OF 667.00 FEET TO A POINT;

S 84°17'30" W A DISTANCE OF 194.16 FEET TO A POINT;

N 00°29'27" E A DISTANCE OF 404.26 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 37 SAID POINT BEING ON THE SOUTH LINE OF ZONING TRACT 33

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 37 AND THE SOUTH LINE OF SAID ZONING TRACT 33 THE FOLLOWING CALLS:

S 84°04'42" E A DISTANCE OF 78.80 FEET TO A POINT;

N 88°26'22" E A DISTANCE OF 90.18 FEET TO A POINT;

S 62°45'07" E A DISTANCE OF 108.75 FEET TO A POINT;

S 67°38'40" E A DISTANCE OF 81.90 FEET TO A POINT;

N 74°30'45" E A DISTANCE OF 58.56 FEET TO A POINT;

N 32°11'14" E A DISTANCE OF 63.55 FEET TO A POINT;

N 01°28'36" E A DISTANCE OF 85.74 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 35 SAID POINT BEING ON THE EAST LINE OF ZONING TRACT 33;

THENCE N 89°38'08" E ALONG THE SOUTH LINE OF SAID ZONING TRACT 35 AND THE NORTH LINE OF ZONING TRACT 37 A DISTANCE OF 2038.41 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE SAID ZONING TRACT 37, SOUTHEAST CORNER OF SAID ZONING TRACT 36, AND BEING IN THE WEST LINE OF SAID ZONING TRACT 38 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE;

THENCE ALONG SAID CENTERLINE AND THE EAST LINE SAID ZONING TRACT 37 AND THE WEST LINE OD SAID ZONING TRACT 38 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 36°04'53", A CHORD BEARING S 00°03'24" E, 953.85 FEET, AND AN ARC LENGTH OF 969.80 FEET TO THE POINT OF BEGINNING CONTAINING 52.9 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 38
(MF-2)

BEING A 58.9 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, THE L.B. WHITE SURVEY, ABSTRACT NO. 1394, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT CERTAIN THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 AND THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 409 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 58.9 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED TEEL LANE A 120' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 36, SOUTHEAST CORNER OF ZONING TRACT 27, SOUTHWEST CORNER OF ZONING TRACT 29 AND THE NORTHWEST CORNER OF ZONING TRACT 38;

THENCE ALONG THE SOUTH LINES OF SAID ZONING TRACT 29 AND ZONING TRACT 28, THE NORTH LINE OF SAID ZONING TRACT 38 AND THE CENTERLINE OF SAID LEBANON ROAD 120' (R.O.W.) THE FOLLOWING CALLS:

N 89°27'13" E A DISTANCE OF 1753.95 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1460.00 FEET, A DELTA ANGLE OF 20°37'20", A CHORD BEARING S 80°14'07" E, 522.66 FEET, AND AN ARC LENGTH OF 525.49 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 38 SAID POINT BEING ON THE EAST LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE S 00°43'06" E ALONG THE SAID EAST LINE A DISTANCE OF 59.66 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACTS AND THE SOUTH LINE OF SAID ZONING TRACT 38 THE FOLLOWING CALLS:

S 86°46'54" W A DISTANCE OF 194.44 FEET TO A POINT;

S 54°13'35" W A DISTANCE OF 911.08 FEET TO A POINT;

S 88°55'34" W A DISTANCE OF 401.84 FEET TO A POINT;

S 00°25'24" E A DISTANCE OF 1065.04 FEET TO A POINT;

N 75°24'09" W A DISTANCE OF 279.50 FEET TO A POINT;

S 54°52'51" W A DISTANCE OF 278.10 FEET TO A POINT;

N 84°38'39" W A DISTANCE OF 368.30 FEET TO A POINT;

S 80°52'36" W A DISTANCE OF 251.90 FEET TO A POINT;

S 49°58'36" W A DISTANCE OF 43.94 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 38, SOUTHEAST CORNER OF ZONING TRACT 37 AND SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE (120' R.O.W.);

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 38 AND THE WEST LINES OF SAID ZONING TRACTS 37 AND 36 THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 42°57'32", A CHORD BEARING N 03°22'56" E, 1127.80 FEET, AND AN ARC LENGTH OF 1154.65 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET, A DELTA ANGLE OF 25°24'29", A CHORD BEARING N 12°09'28" E, 659.75 FEET, AND AN ARC LENGTH OF 665.18 FEET TO A POINT;

N 00°32'47" W A DISTANCE OF 100.22 FEET TO THE POINT OF BEGINNING CONTAINING 58.9 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 39
(TH)

BEING A 30.7 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, THE R. P. HARDIN SURVEY, ABSTRACT NO. 611, THE M. HUNT SURVEY, ABSTRACT NO. 624, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 30.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF PROPOSED TEEL LANE 120' RIGHT-OF-WAY (R.O.W.) SAID POINT BEING THE NORTHWEST CORNER OF ZONING TRACT 39 AND THE NORTHEAST CORNER OF ZONING TRACT 40 AND BEING ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT:

THENCE ALONG THE NORTH OF SAID TOMLIN PROPERTIES TRACT AND THE NORTH LINE OF SAID COLONY 275 J.V. TRACT AND THE NORTH LINE OF SAID ZONING TRACT 39:

N 89°12'16" E A DISTANCE OF 689.37 FEET TO A POINT;

N 46°56'46" E A DISTANCE OF 248.90 FEET TO A POINT;

S 79°57'44" E A DISTANCE OF 232.33 FEET TO A POINT;

S 00°49'04" E A DISTANCE OF 461.53 FEET TO A POINT;

N 83°23'41" E A DISTANCE OF 495.00 FEET TO A POINT;

S 29°22'20" E A DISTANCE OF 102.90 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 39 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 46 SAID POINT BEING ON THE WEST LINE OF A T.U. ELECTRIC EASEMENT;

THENCE S 25°19'00" W ALONG THE EAST LINE OF SAID ZONING TRACT 39 AND THE WEST LINE OF THE SAID ZONING TRACT 46 A DISTANCE OF 1135.07 FEET TO A POINT ON THE CENTERLINE OF SAID TEEL LANE SAID POINT BEING THE SOUTHEAST CORNER OF SAID ZONING TRACT 39 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 46;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 39 THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 41°11'51", A CHORD BEARING N 49°03'11" W; 1054.78 FEET, AND AN ARC LENGTH OF 1077.85 FEET TO A POINT;

N 28°27'15" W A DISTANCE OF 641.10 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 5°13'30", A CHORD BEARING N 25°50'30" W, 140.39 FEET, AND AN ARC LENGTH OF 140.44 FEET, TO THE POINT OF BEGINNING CONTAINING 30.7 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 40
(SF-4)

BEING A 75.7 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES RECORDED IN VOLUME 1028, PAGE 288, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 75.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF A PROPOSED 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' (R.O.W.), SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 40 AND THE NORTHEAST CORNER OF ZONING TRACT 42;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 40 AND THE NORTH LINE OF SAID ZONING TRACT 42 AND THE CENTERLINE OF SAID 60' (R.O.W.) THE FOLLOWING CALLS:

S 51°09'43" W A DISTANCE OF 918.53 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 26°44'27", A CHORD BEARING S 64°31'56" W, 924.98 FEET, AND AN ARC LENGTH OF 933.43 FEET TO A POINT;

S 77°53'24" W A DISTANCE OF 1480.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 40, IN THE EAST LINE OF ZONING TRACT 41;

THENCE N 17°19'17" W ALONG THE EAST LINE OF SAID ZONING TRACT 41 AND THE WEST LINE OF SAID ZONING TRACT 40 A DISTANCE OF 191.56 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 41, SAID POINT BEING IN THE WEST LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE N 00°49'26" E ALONG THE WEST LINE OF SAID TOMLIN PROPERTIES TRACT A DISTANCE OF 964.60 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE NORTH LINE OF THE SAID TOMLIN PROPERTIES TRACT THE FOLLOWING CALLS:

S 44°45'44" E A DISTANCE OF 131.91 FEET TO A POINT;

N 33°09'16" E A DISTANCE OF 192.70 FEET TO A POINT;

N 67°53'16" E A DISTANCE OF 435.30 FEET TO A POINT;

N 45°00'36" E A DISTANCE OF 219.40 FEET TO A POINT;

N 73°39'06" E A DISTANCE OF 405.16 FEET TO A POINT;

S 88°31'44" E A DISTANCE OF 433.90 FEET TO A POINT;

S 21°58'34" E A DISTANCE OF 186.90 FEET TO A POINT;

S 76°17'14" E A DISTANCE OF 247.80 FEET TO A POINT;

S 42°57'44" E A DISTANCE OF 196.70 FEET TO A POINT;

N 83°54'46" E A DISTANCE OF 318.70 FEET TO A POINT;

N 27°15'06" E A DISTANCE OF 295.70 FEET TO A POINT;

N 49°02'34" W A DISTANCE OF 493.40 FEET TO A POINT;

N 61°33'46" E A DISTANCE OF 358.20 FEET TO A POINT;

N 26°00'46" E A DISTANCE OF 174.30 FEET TO A POINT;

N 89°12'16" E A DISTANCE OF 22.73 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE SAID ZONING TRACT 40, AND THE NORTHWEST CORNER OF ZONING TRACT 39, SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED 120' (R.O.W);

THENCE ALONG SAID CENTERLINE, THE EASTERLY LINE OF THE SAID ZONING TRACT 40 AND THE WEST LINE OF ZONING TRACT 39 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 5°13'30", A CHORD BEARING S 25°50'30" E, 140.39 FEET, AND AN ARC LENGTH OF 140.44 FEET TO A POINT;

S 28°27'15" E A DISTANCE OF 641.10 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 10°47'26", A CHORD BEARING S 33°50'58" E, 281.89 FEET, AND AN ARC LENGTH OF 282.31 FEET TO THE POINT OF BEGINNING CONTAINING 75.7 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 41
(SF-5)

BEING A 60.3 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES RECORDED IN VOLUME 1028 , PAGE 288, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 60.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TOMLIN PROPERTIES TRACT SAD POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 41;

THENCE N 28°10'35" W ALONG THE WEST LINE OF SAID TOMLIN PROPERTIES TRACT, A DISTANCE OF 1153.42 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT THE FOLLOWING CALLS:

N 66°22'19" E A DISTANCE OF 725.07 FEET TO A POINT;

N 20°51'36" E A DISTANCE OF 348.32 FEET TO A POINT;

N 87°39'03" E A DISTANCE OF 1353.72 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 41 SAID POINT BEING ON THE WEST LINE OF ZONING TRACT 40;

THENCE S 17°19'17" E ALONG THE EAST LINE OF SAID ZONING TRACT 41 AND THE WEST LINE OF SAID ZONING TRACT 40, A DISTANCE OF 191.56 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 40 AND BEING ON THE NORTH LINE OF ZONING TRACT 42, SAID POINT BEING IN THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.);

THENCE ALONG SAID CENTERLINE AND THE EAST LINE OF SAID ZONING TRACT 41 AND THE WEST LINE OF SAID ZONING TRACT 42 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 502.57 FEET, A DELTA ANGLE OF 155°12'51", A CHORD BEARING S 02°35'47" W, 981.73 FEET, AND AN ARC LENGTH OF 1361.47 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID ZONING TRACT 41 AND NORTHWEST CORNER OF ZONING TRACT 43;

THENCE S 14°00'17" W ALONG THE EAST LINE OF SAID ZONING TRACT 41 AND WEST LINE OF ZONING TRACT 43 A DISTANCE OF 516.61 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 41 AND SOUTHWEST CORNER OF SAID ZONING TRACT 43 SAID POINT BEING ON THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE S 89°05'36" W ALONG THE SOUTH LINE OF THE SAID TOMLIN PROPERTIES TRACT AND THE SOUTH LINE OF SAID ZONING TRACT 41 A DISTANCE OF 1483.99 FEET TO THE POINT OF BEGINNING CONTAINING 60.3 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 42
(PH)

BEING A 107.4 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES RECORDED IN VOLUME 1028 , PAGE 288 , OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 107.4 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF A PROPOSED 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' (R.O.W.), SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 40 AND THE NORTHEAST CORNER OF ZONING TRACT 42;

THENCE ALONG THE CENTERLINE OF SAID 120' (R.O.W.) AND THE NORTH LINE OF SAID ZONING TRACT 42 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 30°24'25", A CHORD BEARING S 54°26'54" E, 786.24 FEET, AND AN ARC LENGTH OF 795.54 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 42 AND THE NORTHWEST CORNER OF ZONING TRACT 45;

THENCE S 25°19'00" W ALONG THE EAST LINE OF SAID ZONING TRACT 42 AND WEST LINE OF ZONING TRACT 45 A DISTANCE OF 1447.70 FEET TO A POINT IN THE CENTERLINE OF A PROPOSED 60' (R.O.W.) SAID POINT BEING THE SOUTHEAST CORNER OF SAID ZONING TRACT 42 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 45;

THENCE ALONG THE SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 42 THE FOLLOWING CALLS:

S 89°05'36" W A DISTANCE OF 57.39 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 32°30'25", A CHORD BEARING S 72°50'23" W, 1119.55 FEET, AND AN ARC LENGTH OF 1134.71 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 32°30'15", A CHORD BEARING S 72°50'27" W, 559.73 FEET, AND AN ARC LENGTH OF 567.31 FEET TO A POINT;

S 89°05'35" W A DISTANCE OF 1263.72 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 502.57 FEET, A DELTA ANGLE OF 171°06'38", A CHORD BEARING N 05°21'06" W, 1002.12 FEET, AND AN ARC LENGTH OF 1500.91 FEET, TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 41 AND SOUTHWEST CORNER OF SAID ZONING TRACT 40;

THENCE CONTINUING WITH SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 40 AND NORTH LINE OF SAID ZONING TRACT 42 THE FOLLOWING CALLS:

N 77°53'24" E A DISTANCE OF 1480.71 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 26°44'27", A CHORD BEARING N 64°31'56" E, 924.98 FEET, AND AN ARC LENGTH OF 933.43 FEET TO A POINT;

N 51°09'43" E A DISTANCE OF 918.53 FEET TO THE POINT OF BEGINNING CONTAINING 107.4 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 43
(PH)

BEING A 25.7 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES RECORDED IN VOLUME 1028, PAGE 288, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 25.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A SECOND PROPOSED 60' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 43 AND THE NORTHWEST CORNER OF ZONING TRACT 44;

THENCE S 33°24'54" E ALONG THE CENTERLINE OF A 60' R.O.W. AND THE EAST LINE OF SAID ZONING TRACT 43 AND WEST LINE OF SAID ZONING TRACT 44 A DISTANCE OF 754.72 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 43 AND THE SOUTHWEST CORNER OF ZONING TRACT 44 AND BEING ON THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 43 AND THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT THE FOLLOWING CALLS:

S 89°03'16" W A DISTANCE OF 272.27 FEET TO A POINT;

S 89°05'36" W A DISTANCE OF 2205.01 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 43 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 41;

THENCE N 14°00'17" E ALONG THE WEST LINE OF SAID ZONING TRACT 43 AND THE EAST LINE OF SAID ZONING TRACT 41 A DISTANCE OF 516.61 FEET TO A POINT IN THE CENTERLINE OF SAID PROPOSED 60' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF SAID ZONING TRACT 41 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 43 AND BEING ON THE SOUTH LINE OF SAID ZONING TRACT 42;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF SAID ZONING TRACT 43 AND SOUTH LINE OF SAID ZONING TRACT 42:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 502.57 FEET, A DELTA ANGLE OF 15°53'46", A CHORD BEARING S 82°57'32" E, 138.99 FEET, AND AN ARC LENGTH OF 139.43 FEET TO A POINT;

N 89°05'35" E A DISTANCE OF 1263.72 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A DELTA ANGLE OF 32°30'15", A CHORD BEARING N 72°50'27" E, 559.73 FEET, AND AN ARC LENGTH OF 567.31 FEET TO THE POINT OF BEGINNING CONTAINING 25.7 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 44
(PH)

BEING A 31.9 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES RECORDED IN VOLUME 1028, PAGE 288, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 31.9 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A SECOND 60' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 43 AND THE NORTHWEST CORNER OF ZONING TRACT 44;

THENCE ALONG THE CENTERLINE OF A PROPOSED 60' R.O.W. AND THE NORTH LINE OF SAID ZONING TRACT 44 AND THE SOUTH LINES OF ZONING TRACTS 42 AND 45 THE FOLLOWING CALLS:

> ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2000.00 FEET, A DELTA ANGLE OF 32°30'25", A CHORD BEARING N 72°50'23" E, 1119.55 FEET, AND AN ARC LENGTH OF 1134.71 FEET TO A POINT;
>
> N 89°05'36" E A DISTANCE OF 642.30 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 44 AND BEING ON THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE S 00°24'04" E ALONG SAID SOUTH LINE AND THE EAST LINE OF SAID ZONING TRACT 44 A DISTANCE OF 948.97 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 44;

THENCE S 89°03'16" W ALONG THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE SOUTH LINE OF SAID ZONING TRACT 44 A DISTANCE OF 1303.13 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 44 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 43;

THENCE N 33°24'54" W DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID ZONING TRACT 43 AND THE WEST LINE OF ZONING TRACT 44 A DISTANCE OF 754.72 FEET TO THE POINT OF BEGINNING CONTAINING 31.9 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 45
(MF-2)

BEING A 28.6 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092, THE R. P. HARDIN SURVEY, ABSTRACT NO. 611, THE M. HUNT SURVEY, ABSTRACT NO. 624, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288, AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 28.6 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED TEEL LANE A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 45 AND THE NORTHWEST CORNER OF ZONING TRACT 48;

THENCE THE CENTERLINE OF SAID PROPOSED 60' (R.O.W.) AND THE WEST LINE OF SAID ZONING TRACT 48 AND THE EAST LINE OF SAID ZONING TRACT 45 THE FOLLOWING CALLS:

S 06°06'20" E A DISTANCE OF 660.39 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 95°14'19", A CHORD BEARING S 41°30'49" W, 738.68 FEET, AND AN ARC LENGTH OF 831.11 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 48 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 45 SAID POINT BEING ON THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 45 AND NORTH LINE OF SAID ZONING TRACT 44 THE FOLLOWING CALLS:

S 89°05'36" W A DISTANCE OF 296.51 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 44;

S 89°05'36" W A DISTANCE OF 584.92 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 45 AND THE SOUTHEAST CORNER OF ZONING TRACT 42;

THENCE N 25°19'00" E ALONG THE EAST LINE OF SAID ZONING TRACT 42 AND THE WEST LINE OF SAID ZONING TRACT 45 A DISTANCE OF 1447.70 FEET TO THE NORTHWEST CORNER OF SAID ZONING TRACT 45 AND THE NORTHEAST CORNER OF ZONING TRACT 42;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF ZONING TRACT 45 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 26°29'21", A CHORD BEARING S 82°53'47" E, 686.88 FEET, AND AN ARC LENGTH OF 693.04 FEET TO THE POINT OF BEGINNING CONTAINING 28.6 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 46
(MF-2)

BEING A 16.3 ACRE TRACT OF LAND SITUATED IN THE R. P. HARDIN SURVEY, ABSTRACT NO. 611 AND THE M. HUNT SURVEY, ABSTRACT NO. 624, CITY OF COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 16.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF PROPOSED TEEL LANE 120' RIGHT-OF-WAY (R.O.W.) AND THE WEST LINE OF A T.U. ELECTRIC EASEMENT SAID POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 46 AND THE SOUTHEAST CORNER OF ZONING TRACT 39:

THENCE N 25°19'00" E ALONG THE EAST LINE OF SAID ZONING TRACT 39 AND THE WEST LINE OF SAID ZONING TRACT 46 A DISTANCE OF 1135.07 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 39 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 46 SAID POINT BEING ON THE NORTH LINE OF THE SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE SOUTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE NORTH LINE OF SAID ZONING TRACT 46:

S 29°22'20" E A DISTANCE OF 825.10 FEET TO A POINT;

S 87°56'22" E A DISTANCE OF 530.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 46 SAID POINT BEING ON THE WEST LINE OF ZONING TRACT 47;

THENCE S 38°47'56" E ALONG THE WEST LINE OF ZONING TRACT 47 AND THE EAST LINE OF SAID ZONING TRACT 46 A DISTANCE OF 65.10 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 46 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 47 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE AND BEING ON THE NORTH LINE OF ZONING TRACT 48;

THENCE ALONG SAID CENTERLINE AND THE NORTH LINE OF ZONING TRACT 48 AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 59°08'50", A LONG CHORD THAT BEARS S 80°46'29" W, A DISTANCE OF 1479.67 FEET, AN ARC DISTANCE 1547.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.3 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 47
(MF-2)

BEING A 38.4 ACRE TRACT OF LAND SITUATED IN THE M. HUNT SURVEY, ABSTRACT NO. 624 AND THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND A PORTION THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 389 THAT TRACT OF LAND DESCRIBED AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381, OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 38.4 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF PROPOSED TEEL LANE 120' RIGHT-OF-WAY (R.O.W.) SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 46 AND THE SOUTHWEST CORNER OF ZONING 47;

THENCE N 38°47'56" W ALONG THE EAST LINE OF SAID ZONING TRACT 46 AND THE WEST LINE OF SAID ZONING TRACT 47 A DISTANCE OF 65.10 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 46 SAID POINT BEING ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE NORTH LINE OF SAID ZONING TRACT 47 THE FOLLOWING CALLS:

N 28°28'36" W A DISTANCE OF 1282.61 FEET TO A POINT;

N 19°12'23" E A DISTANCE OF 956.60 FEET TO A POINT;

N 51°04'13" E A DISTANCE OF 123.77 FEET TO A POINT FOR THE NORTHEAST CORNER FOR SAID ZONING TRACT 47 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 50;

THENCE S 50°22'53" E ALONG THE EAST LINE OF SAID ZONING TRACT 47 AND THE WEST LINE OF SAID ZONING TRACT 50 A DISTANCE OF 1353.63 FEET TO A POINT ON THE CENTERLINE OF SAID PROPOSED TEEL LANE SAID POINT BEING THE SOUTHEAST CORNER OF SAID ZONING TRACT 47 AND THE SOUTHWEST CORNER OF SAID ZONING TRACT 50;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 47 AND THE NORTH LINE OF ZONING TRACT 48 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1465.00 FEET, A DELTA ANGLE OF 24°46'11", A CHORD BEARING S 28°46'28" W, 628.42 FEET, AND AN ARC LENGTH OF 633.34 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 34°48'42", A CHORD BEARING S 33°47'43" W, 896.83 FEET, AND AN ARC LENGTH OF 910.78 FEET TO THE POINT OF BEGINNING CONTAINING 38.4 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 48
(MF-2)

BEING A 81.7 ACRE TRACT OF LAND SITUATED IN THE M. HUNT SURVEY, ABSTRACT NO. 624, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381, THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 389 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 81.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED TEEL LANE A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 45 AND THE NORTHWEST CORNER OF ZONING TRACT 48;

THENCE ALONG SAID PROPOSED TEEL LANE AND THE NORTH LINE OF SAID ZONING TRACT 48 AND THE SOUTH LINES OF ZONING TRACTS 46 AND 47 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1499.03 FEET, A DELTA ANGLE OF 67°28'11", A CHORD BEARING N 50°07'27" E, 1664.98 FEET, AND AN ARC LENGTH OF 1765.21 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1465.00 FEET, A DELTA ANGLE OF 24°46'11", A CHORD BEARING N 28°46'28" E, 628.42 FEET, AND AN ARC LENGTH OF 633.34 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 47;

S 50°22'35" E A DISTANCE OF 437.47 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 48, THE NORTHWEST CORNER OF ZONING TRACT 49, THE SOUTHEAST CORNER OF ZONING TRACT 47 AND THE SOUTHWEST CORNER OF ZONING TRACT 50;

THENCE S 00°25'24" W ALONG THE EAST LINE OF SAID ZONING TRACT 48 AND ZONING TRACT 49, A DISTANCE OF 2512.44 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 48;

THENCE S 89°05'36" W ALONG THE SOUTH LINE OF SAID ZONING TRACT 48 A DISTANCE OF 2317.61 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 48 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 45 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED 60' (R.O.W.)

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 48 AND THE EAST LINE OF SAID ZONING TRACT 45 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 95°09'33", A CHORD BEARING N 41°28'27" E, 738.22 FEET, AND AN ARC LENGTH OF 830.42 FEET TO A POINT;

N 06°06'20" W A DISTANCE OF 660.39 FEET TO THE POINT OF BEGINNING CONTAINING 81.7 ACRES OF LAND, MORE OR LESS.

TRACT 53
(PH)

BEING A 60.6 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093, THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 60.6 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR A INTERSECTION OF THE CENTERLINE OF A PROPOSED TEEL ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED LEBANON ROAD 120' (R.O.W.) SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 50, SOUTHWEST CORNER OF ZONING TRACT 51, NORTHEAST CORNER OF ZONING TRACT 49, AND THE SOUTHWEST CORNER OF ZONING TRACT 53:

THENCE ALONG THE CENTERLINE OF SAID TEEL ROAD AND THE WEST LINE OF SAID ZONING TRACT 53 AND THE EAST LINE OF SAID ZONING TRACT 51 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 54°46'27", A CHORD BEARING N 28°17'17" E, 736.00 FEET, AND AN ARC LENGTH OF 764.79 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 53 AND THE SOUTHWEST CORNER OF ZONING TRACT 52 ;

THENCE N 89°44'08" E ALONG THE SOUTH LINE OF SAID ZONING TRACT 52 AND THE NORTH LINE OF SAID ZONING TRACT 53 A DISTANCE OF 2088.86 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 53 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 52 SAID POINT BEING ON THE EAST LINE OF SAID COLONY 275 J.V. TRACT;

THENCE S 00°16'57" W ALONG THE EAST LINE OF SAID COLONY 275 J.V. TRACT AND ALONG THE EAST LINE OF SAID ZONING TRACT 53 A DISTANCE OF 1235.09 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 53 AND BEING THE SOUTHEAST CORNER OF SAID COLONY 275 J.V TRACT SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED LEBANON ROAD;

THENCE ALONG SAID CENTERLINE AND THE SOUTH LINE OF SAID ZONING TRACT 53 AND THE EAST LINE OF SAID ZONING TRACT 49 THE FOLLOWING CALLS:

S 89°51'16" W A DISTANCE OF 1242.48 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1440.63 FEET, A DELTA ANGLE OF 54°40'35", A CHORD BEARING N 63°58'43" W, 1323.20 FEET, AND AN ARC LENGTH OF 1374.77 FEET TO THE POINT OF BEGINNING CONTAINING 60.6 ACRES OF LAND, MORE OR LESS.

Exhibit "A"

Lone Star Ranch
Land Subject to Agreement

Tract No.	Zoning	Acreage
1	SF-5	103.3
2	SF-4	141.8
3	Retail	11.3
4	PH	219.6
5	Retail	38.3
6	MF-2	37.3
7	SF-4	215.0
8	SF-3	333.0
10	TH	100.5
11	SF-4	111.3
12	Retail	27.0
13	MF-2	66.5
14	Retail	1.3
15	C-1	29.8
16	SF-5	142.7
17	SF-4	117.9
18	Retail	16.1
19	SF-4	54.3
20	SF-3	233.8
21	SF-4	167.2
22	TH	58.3
23	SF-4	91.4
24	SF-4	94.5
25	SF-5	71.1
26	PH	66.5
27	Retail	14.7
28	PH	100.2
29	Retail	20.9
30	Retail	26.7
31	MF-2	121.0
32	PH	38.0
33	SF-5	88.8
34	Retail	16.8
35	MF-2	27.1
36	Retail	12.4
37	SF-4	52.9
38	MF-2	58.9
39	TH	30.7
40	SF-4	75.7
41	SF-5	60.3
42	PH	107.4
43	PH	25.7
44	PH	31.9
45	MF-2	28.6
46	MF-2	16.3
47	MF-2	38.4
48	MF-2	81.7
49	Commercial 1	7.4
50	Commercial 1	18.8
51	C-1	13.6
52	PD34 - Industrial	74.3
53	PH	60.6
		3,799.6

Tract No.
#

Shaded tracts are those being added by this First Amendment.

ZONING TRACT 3
(RETAIL)

BEING A 11.3 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C. RR. CO. SURVEY, ABSTRACT NO. 171 AND THE DAVID BLANTON SURVEY, ABSTRACT NO. 1456, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0067174, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS (D.R.D.C.T.), AND A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404 D.R.D.C.T. SAID 11.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY A 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' R.O.W., SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 2, THE NORTHWEST CORNER OF ZONING TRACT 8 AND THE SOUTHEAST CORNER OF ZONING TRACT 1;

THENCE ALONG THE CENTERLINE OF SAID PROPOSED 60' R.O.W. AND THE EAST LINE OF SAID ZONING TRACT 1, THE FOLLOWING CALLS:

N 35°46'34" W A DISTANCE OF 193.64 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2001.49 FEET, A DELTA ANGLE OF 15°00'29", A CHORD BEARING N 28°45'40" W, 522.77 FEET, AND AN ARC LENGTH OF 524.27 FEET, TO A POINT FOR CORNER IN THE SOUTH LINE OF ZONING TRACT 4;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 4, THE FOLLOWING CALLS:

N 54°26'44" E A DISTANCE OF 641.74 FEET TO A POINT FOR CORNER;

S 35°17'39" E A DISTANCE OF 715.92 FEET TO A POINT IN THE NORTH LINE OF SAID ZONING TRACT 8 AND THE CENTERLINE OF SAID 120' R.O.W.;

THENCE S 54°42'21" W, ALONG SAID CENTERLINE, A DISTANCE OF 699.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.3 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 5
(RETAIL)

BEING A 38.3 ACRE TRACT OF LAND SITUATED IN THE M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 919, IN THE CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT I, IN DEED TO 423-PHILLIPS RANCH, LTD, RECORDED IN COUNTY CLERKS FILE NO. 97-R0018404, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 38.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423, A 100' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' R.O.W., BEING THE NORTHEAST CORNER OF ZONING TRACT 6;

THENCE N 89°49'45" W, ALONG SAID PROPOSED CENTERLINE AND THE NORTH LINE OF SAID ZONING TRACT 6, A DISTANCE OF 674.86 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 4;

THENCE N 00°19'54" E ALONG THE EAST LINE OF SAID ZONING TRACT 4, A DISTANCE OF 2488.91 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 4, IN THE NORTH LINE OF SAID TRACT 1;

THENCE S 89°42'29" E, ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 666.83 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF SAID F.M. HWY. NO. 423;

THENCE ALONG SAID CENTERLINE, THE FOLLOWING CALLS:

S 00°10'07" W A DISTANCE OF 2383.92 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5724.58 FEET, A DELTA ANGLE OF 1°02'12", A CHORD BEARING S 00°20'59" E, 103.59 FEET, AND AN ARC LENGTH OF 103.59 FEET, TO THE POINT OF BEGINNING AND CONTAINING 38.3 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 12
(RETAIL)

BEING A 27.0 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO 423-PHILLIPS RANCH, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 27.0 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423 AND THE CENTERLINE OF BOYD ROAD, BEING THE SOUTHEAST CORNER OF ZONING TRACT 10, THE SOUTHWEST CORNER OF ZONING TRACT 22 AND THE NORTHWEST CORNER OF ZONING TRACT 30;

THENCE S 01°44'00" W, ALONG THE CENTERLINE OF SAID F.M. HWY NO. 423, A DISTANCE OF 1142.59 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 13, BEING THE INTERSECTION OF THE APPROXIMATE 537' CONTOUR LINE AND THE CENTERLINE OF SAID F.M. HWY NO. 423 ;

THENCE ALONG THE NORTH LINE OF SAID ZONING TRACT 13 AND THE 537' CONTOUR LINE, THE FOLLOWING CALLS:

S 89°54'44" W A DISTANCE OF 74.88 FEET TO A POINT FOR CORNER;

S 39°44'34" W A DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;

N 51°57'20" W A DISTANCE OF 68.57 FEET TO A POINT FOR CORNER;

N 02°52'59" W A DISTANCE OF 158.00 FEET TO A POINT FOR CORNER;

N 45°06'49" W A DISTANCE OF 59.90 FEET TO A POINT FOR CORNER;

S 77°23'39" W A DISTANCE OF 35.52 FEET TO A POINT FOR CORNER;

S 23°30'20" W A DISTANCE OF 231.01 FEET TO A POINT FOR CORNER;

S 89°54'44" W A DISTANCE OF 38.53 FEET TO A POINT FOR CORNER;

S 16°37'32" W A DISTANCE OF 40.19 FEET TO A POINT FOR CORNER;

S 14°08'10" E A DISTANCE OF 63.48 FEET TO A POINT FOR CORNER;

S 25°57'43" W A DISTANCE OF 184.23 FEET TO A POINT FOR CORNER;

S 63°22'03" W A DISTANCE OF 60.29 FEET TO A POINT FOR CORNER;

N 87°58'07" W A DISTANCE OF 104.09 FEET TO A POINT FOR CORNER;

S 70°29'17" W A DISTANCE OF 69.45 FEET TO A POINT FOR CORNER;

N 73°50'29" W A DISTANCE OF 96.31 FEET TO A POINT FOR CORNER;

N 41°17'57" W A DISTANCE OF 245.59 FEET TO A POINT FOR CORNER;

N 22°43'34" W A DISTANCE OF 100.09 FEET TO A POINT FOR CORNER;

N 00°05'16" W A DISTANCE OF 130.87 FEET TO A POINT FOR CORNER;

N 30°53'54" E A DISTANCE OF 44.90 FEET TO A POINT FOR CORNER;

N 29°51'17" W A DISTANCE OF 62.08 FEET TO A POINT FOR CORNER;

N 76°36'14" W A DISTANCE OF 99.04 FEET TO A POINT FOR CORNER;

N 35°09'41" W A DISTANCE OF 217.97 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 13 IN THE CENTERLINE OF BOYD ROAD AND THE SOUTH LINE OF ZONING TRACT 10;

THENCE ALONG THE CENTERLINE OF SAID BOYD ROAD AND THE SOUTH LINE OF ZONING TRACT 10, THE FOLLOWING CALLS:

N 45°55'20" E A DISTANCE OF 857.35 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 570.31 FEET, A DELTA ANGLE OF 45°55'01", A CHORD BEARING N 68°52'50" E, 444.92 FEET, AND AN ARC LENGTH OF 457.05 FEET, TO A POINT FOR CORNER;

S 88°09'40" E A DISTANCE OF 209.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.0 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 14
(RETAIL)

BEING A 1.3 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS SOUTHWEST TRACT IN DEED TO 423-PHILLIPS RANCH, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0010168, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 1.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423 AND THE EXTENSION OF THE SOUTH LINE OF SAID SOUTHWEST TRACT, BEING THE SOUTHWEST CORNER OF ZONING TRACT 31;

THENCE S 89°44'37" W, ALONG THE SOUTH LINE OF SAID SOUTHWEST TRACT, A DISTANCE OF 142.57 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 13;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 13, THE FOLLOWING CALLS:

N 28°12'13" E A DISTANCE OF 54.98 FEET TO A POINT FOR CORNER;

N 11°28'47" E A DISTANCE OF 100.32 FEET TO A POINT FOR CORNER;

N 06°20'50" W A DISTANCE OF 59.78 FEET TO A POINT FOR CORNER;

N 47°28'42" W A DISTANCE OF 33.74 FEET TO A POINT FOR CORNER;

N 14°49'37" W A DISTANCE OF 136.72 FEET TO A POINT FOR CORNER;

N 01°46'02" E A DISTANCE OF 40.57 FEET TO A POINT FOR CORNER;

N 53°03'09" E A DISTANCE OF 43.06 FEET TO A POINT FOR CORNER;

N 89°40'57" E A DISTANCE OF 44.11 FEET TO A POINT FOR CORNER;

S 51°58'33" E A DISTANCE OF 31.26 FEET TO A POINT FOR CORNER;

S 85°40'01" E A DISTANCE OF 72.93 FEET TO A POINT FOR CORNER IN SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 31;

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 31, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2859.79 FEET, A DELTA ANGLE OF 6°08'23", A CHORD BEARING S 02°43'57" W, 306.30 FEET, AND AN ARC LENGTH OF 306.45 FEET, TO A POINT FOR CORNER;

S 00°20'09" E A DISTANCE OF 96.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.3 ACRES OF LAND, MORE OR LESS.

10L4565 PG0846

ZONING TRACT 15
(C-1)

BEING A 29.8 ACRE TRACT OF LAND SITUATED IN THE JAMES B. BALCH SURVEY, ABSTRACT NO. 114 AND THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A ALL OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0072602, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 29.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHEAST CORNER OF SAID PHILLIPS TRACT AND THE NORTHWEST CORNER OF ZONING TRACT 16;

THENCE S 00°10'11" W, ALONG THE WEST LINE OF SAID ZONING TRACT 16, A DISTANCE OF 1713.51 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID PHILLIPS TRACT;

THENCE N 89°33'11" W, ALONG THE SOUTH LINE OF SAID PHILLIPS TRACT, A DISTANCE OF 757.40 FEET TO A POINT FOR CORNER IN THE CENTERLINE OF F.M. HWY NO. 423 AND THE EAST LINE OF ZONING TRACT 5;

THENCE N 00°10'07" E, ALONG SAID CENTERLINE AND SAID EAST LINE, A DISTANCE OF 1710.32 FEET TO A POINT FOR CORNER;

THENCE S 89°47'38" E, ALONG THE NORTH LINE OF SAID PHILLIPS TRACT, A DISTANCE OF 757.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.8 ACRES OF LAND, MORE OR LESS.

ZONING TRACT 18
(RETAIL)

BEING A 16.1 ACRE TRACT OF LAND SITUATED IN THE WILLIAM POWELL SURVEY, ABSTRACT NO. 1011, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD. (PHILLIPS TRACT), RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 16.1 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR AN INTERIOR ELL CORNER IN THE EAST LINE OF SAID PHILLIPS TRACT, FOR THE SOUTHEAST CORNER OF ZONING TRACT 17, BEING THE INTERSECTION OF THE EAST LINE OF SAID PHILLIPS TRACT AND THE CENTERLINE OF PROPOSED STONEBROOK PARKWAY, A 120' RIGHT-OF-WAY;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 17, THE FOLLOWING:

N 00°34'24" E A DISTANCE OF 735.84 FEET TO A POINT FOR CORNER;

S 89°17'34" E A DISTANCE OF 965.28 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SAID PHILLIPS TRACT;

THENCE ALONG SAID EAST LINE, THE FOLLOWING CALLS:

S 00°06'22" W A DISTANCE OF 710.72 FEET TO A POINT FOR CORNER;

S 89°13'22" W A DISTANCE OF 971.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.1 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 27
(RETAIL)

BEING A 14.7 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 AND THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 14.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED TEEL LANE A 120' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 36, SOUTHEAST CORNER OF ZONING TRACT 27, SOUTHWEST CORNER OF ZONING TRACT 29 AND THE NORTHWEST CORNER OF ZONING TRACT 38;

THENCE S 89°27'13" W ALONG THE CENTERLINE OF SAID PROPOSED LEBANON ROAD AND THE SOUTH LINE OF SAID ZONING TRACT 27 AND THE NORTH LINE OF SAID ZONING TRACT 36 A DISTANCE OF 719.93 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 27, SOUTHEAST CORNER OF ZONING TRACT 26 SAID POINT BEING ON THE NORTH LINE OF ZONING TRACT 35;

THENCE N 00°22'46" W ALONG THE EAST LINE OF SAID ZONING TRACT 26 AND THE WEST LINE OF SAID ZONING TRACT 27 A DISTANCE OF 828.06 FEET TO A POINT FOR A CORNER ON THE EAST LINE OF SAID ZONING TRACT 26 AND THE NORTHWEST CORNER ZONING TRACT 27;

THENCE N 89°37'14" E ALONG THE SOUTH LINE OF SAID ZONING TRACT 26 AND THE NORTH LINE OF SAID ZONING TRACT 27 A DISTANCE OF 908.99 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 27, SOUTHEAST CORNER OF SAID ZONING TRACT 26, SOUTHWEST CORNER OF SAID ZONING TRACT 28 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 29 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED TEEL LANE;

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 29 AND THE EAST LINE OF SAID ZONING TRACT 27 THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1493.38 FEET, A DELTA ANGLE OF 29°19'59", A CHORD BEARING S 14°07'12" W, 756.22 FEET, AND AN ARC LENGTH OF 764.54 FEET TO A POINT;

S 00°32'47" E A DISTANCE OF 93.82 FEET TO THE POINT OF BEGINNING CONTAINING 14.7 ACRES OF LAND, MORE OR LESS.

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PAGE 2 OF 2

ZONING TRACT 29
(RETAIL)

BEING A 20.9 ACRE TRACT OF LAND SITUATED IN THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288, TOMLIN PROPERTIES, RECORDED IN VOLUME 1231, PAGE 386, TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 409, TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 20.9 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED TEEL LANE A 120' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 36, SOUTHEAST CORNER OF ZONING TRACT 27, SOUTHWEST CORNER OF ZONING TRACT 29 AND THE NORTHWEST CORNER OF ZONING TRACT 38;

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 27 AND THE WEST LINE OF SAID ZONING TRACT 29 AND ALONG SAID CENTERLINE THE FOLLOWING CALLS:

N 00°32'47" W A DISTANCE OF 93.82 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1493.38 FEET, A DELTA ANGLE OF 29°19'59", A CHORD BEARING N 14°07'12" E, 756.22 FEET, AND AN ARC LENGTH OF 764.54 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE SAID ZONING TRACT 29, THE NORTHEAST CORNER OF SAID ZONING TRACT 27, THE SOUTHWEST CORNER OF ZONING TRACT 8, AND THE SOUTHEAST CORNER OF ZONING TRACT 6;

THENCE N 89°37'15" E ALONG THE SOUTH LINE OF SAID ZONING TRACT 28 AND THE NORTH LINE OF SAID ZONING TRACT 29 A DISTANCE OF 968.83 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 29 SAID POINT BEING ON THE SOUTH LINE OF SAID ZONING TRACT 28;

THENCE S 00°32'01" E ALONG THE EAST LINE OF SAID ZONING TRACT 29 AND THE SOUTH LINE OF SAID ZONING TRACT 28 A DISTANCE OF 822.58 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 29 SAID POINT BEING ON

THE NORTH LINE OF SAID ZONING TRACT 38;

THENCE S 89°27'13" W ALONG THE NORTH LINE OF SAID ZONING TRACT 38 AND THE SOUTH LINE OF SAID ZONING TRACT 29 A DISTANCE OF 1160.11 FEET TO THE POINT OF BEGINNING CONTAINING 20.9 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 30
(RETAIL)

BEING A 26.7 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO PHILLIPS ELEVEN HUNDRED, LTD., RECORDED IN COUNTY CLERKS FILE NO. 97-R0055905, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 26.7 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423, A 100' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LEBANON ROAD, A 120' R.O.W., BEING THE SOUTHWEST CORNER OF ZONING TRACT 22, THE NORTHEAST CORNER OF ZONING TRACT 12 AND THE SOUTHEAST CORNER OF ZONING TRACT 10;

THENCE ALONG THE CENTERLINE OF SAID LEBANON ROAD AND THE SOUTH LINE OF SAID ZONING TRACT 22, THE FOLLOWING CALLS:

S 88°39'18" E A DISTANCE OF 220.91 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1493.07 FEET, A DELTA ANGLE OF 40°37'17", A CHORD BEARING S 68°20'40" E, 1036.52 FEET, AND AN ARC LENGTH OF 1058.55 FEET, TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 22 AND THE SOUTHWEST CORNER OF ZONING TRACT 23, BEING IN THE NORTH LINE OF ZONING TRACT 31 ;

THENCE ALONG SAID NORTH LINE, THE FOLLOWING CALLS:

S 44°04'41" W A DISTANCE OF 350.31 FEET TO A POINT FOR CORNER;

S 24°51'19" W A DISTANCE OF 187.86 FEET TO A POINT FOR CORNER;

S 06°26'38" W A DISTANCE OF 221.02 FEET TO A POINT FOR CORNER;

S 23°56'25" W A DISTANCE OF 132.65 FEET TO A POINT FOR CORNER;

S 48°27'04" W A DISTANCE OF 139.42 FEET TO A POINT FOR CORNER;

S 65°05'36" W A DISTANCE OF 91.31 FEET TO A POINT FOR CORNER;

S 79°43'38" W A DISTANCE OF 101.30 FEET TO A POINT FOR CORNER;

N 82°10'05" W A DISTANCE OF 271.71 FEET TO A POINT FOR CORNER;

S 71°39'20" W A DISTANCE OF 285.16 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 31 IN THE CENTER OF SAID F.M. HWY NO. 423;

THENCE ALONG SAID CENTERLINE, SAID EAST LINE AND THE EAST LINE OF SAID ZONING TRACT 12, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2869.79 FEET, A DELTA ANGLE OF 2°32'37", A CHORD BEARING N 03°00'18" E, 127.39 FEET, AND AN ARC LENGTH OF 127.40 FEET, TO A POINT FOR CORNER;

N 01°44'00" E A DISTANCE OF 1225.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 26.7 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 34
(RETAIL)

BEING A 16.8 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1092 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT TRACT OF LAND DESCRIBED IN DEED TO HIGHWAY 423 LEBANON, LTD., RECORDED IN COUNTY CLERKS FILE NO. 96-R0085903 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 16.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF F.M. HWY NO. 423 A 100' RIGHT-0F-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LONE STAR RANCH PARKWAY, A 120' R.O.W., SAID POINT BEING THE SOUTHWEST CORNER OF ZONING TRACT 32 AND THE NORTHWEST CORNER OF ZONING TRACT 34;

THENCE ALONG ALONG THE CENTERLINE OF LONE STAR RANCH PARKWAY AND THE SOUTH LINE OF SAID ZONING TRACT 32 AND THE NORTH LINE OF SAID ZONING TRACT 34:

N 89°38'02" E A DISTANCE OF 503.51 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.13 FEET, A DELTA ANGLE OF 8°31'18", A CHORD BEARING N 85°24'11" E, 148.61 FEET, AND AN ARC LENGTH OF 148.75 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 34 AND THE NORTHWEST CORNER OF ZONING TRACT 33;

THENCE S 00°35'39" E ALONG THE WEST LINE OF SAID ZONING TRACT 33 AND THE EAST LINE OF ZONING TRACT 34 A DISTANCE OF 1044.20 FEET TO A POINT FOR THE SOUTHEAST CORNER OF ZONING TRACT 34 AND THE SOUTHWEST CORNER OF ZONING TRACT 33 SAID POINT BEING ON THE SOUTH LINE OF SAID HIGHWAY 423 TRACT;

THENCE ALONG THE SOUTH LINE OF SAID ZONING TRACT 34 AND THE SOUTH LINE OF SAID HIGHWAY 423 TRACT THE FOLLOWING CALLS:

S 64°16'42" W A DISTANCE OF 371.75 FEET TO A POINT;

N 13°24'23" W A DISTANCE OF 115.36 FEET TO A POINT;

THENCE S 72°13'30" W A DISTANCE OF 302.83 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 34 IN THE CENTERLINE OF SAID F.M. HWY NO. 423;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 34 AND SAID CENTERLINE THE FOLLOWING CALLS:

N 01°33'04" W A DISTANCE OF 309.92 FEET TO A POINT;

N 00°03'57" W A DISTANCE OF 310.65 FEET TO A POINT;

N 00°23'00" W A DISTANCE OF 550.15 FEET TO THE POINT OF BEGINNING CONTAINING 16.8 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 36
(RETAIL)

BEING A 12.4 ACRE TRACT OF LAND SITUATED IN THE DAVID E. LAWHORN SURVEY, ABSTRACT NO. 727, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION THAT CERTAIN THAT TRACT OF LAND DESCRIBED IN DEED TO THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 364 AND THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1028, PAGE 288 OF THE DEED RECORDS OF COUNTY, TEXAS. SAID 12.4 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE INTERSECTION OF THE CENTERLINE OF PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED TEEL LANE A 120' (R.O.W.) SAID POINT BEING THE NORTHEAST CORNER OF ZONING TRACT 36, SOUTHEAST CORNER OF ZONING TRACT 27, SOUTHWEST CORNER OF ZONING TRACT 29 AND THE NORTHWEST CORNER OF ZONING TRACT 38:

THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID ZONING TRACT 38 THE FOLLOWING CALLS:

S 00°32'47" E A DISTANCE OF 100.22 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A DELTA ANGLE OF 25°24'29", A CHORD BEARING S 12°09'28" W, 659.75 FEET, AND AN ARC LENGTH OF 665.18 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1540.00 FEET, A DELTA ANGLE OF 6°52'39", A CHORD BEARING S 21°25'23" W, 184.74 FEET, AND AN ARC LENGTH OF 184.86 FEET TO A POINT FOR THE NORTHEAST CORNER OF ZONING TRACT 37 AND THE SOUTHEAST CORNER OF SAID ZONING TRACT 36;

THENCE S 89°38'08" W ALONG THE NORTH LINE OF SAID ZONING TRACT 37 AND THE SOUTH LINE OF ZONING TRACT 36 A DISTANCE OF 451.53 FEET TO POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 36 AND SOUTHEAST CORNER OF ZONING TRACT 35;

THENCE N 00°37'56" E ALONG THE WEST LINE OF SAID ZONING TRACT 36 AND THE EAST LINE OF SAID ZONING TRACT 35 A DISTANCE OF 913.91 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 35 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 36 SAID POINT BEING IN THE CENTERLINE OF SAID PROPOSED LEBANON ROAD 120' (R.O.W.) AND ON THE SOUTH LINE OF SAID ZONING TRACT 27;

THENCE N 89°27'13" E ALONG SAID CENTERLINE AND THE NORTH LINE OF SAID ZONING TRACT 36 AND THE SOUTH LINE OF SAID ZONING TRACT 27 A DISTANCE OF 646.94 FEET TO THE POINT OF BEGINNING CONTAINING 12.4 ACRES OF LAND, MORE OR LESS.

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ZONING TRACT 49
(COMMERCIAL 1)

BEING A 7.4 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093, THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 389 AND AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 7.4 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR A INTERSECTION OF THE CENTERLINE OF A PROPOSED LEBANON ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED 60' (R.O.W.) SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 50, SOUTHWEST CORNER OF ZONING TRACT 51, NORTHEAST CORNER OF ZONING TRACT 49, AND THE SOUTHWEST CORNER OF ZONING TRACT 53:

THENCE ALONG THE CENTERLINE OF SAID PROPOSED LEBANON ROAD AND THE SOUTH LINE OF SAID ZONING TRACT 53 AND THE EAST LINE OF ZONING TRACT 49 AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1440.63 FEET, A DELTA ANGLE OF 52°20'00", A CHORD BEARING S 62°48'26" E, 1270.59 FEET, AND AN ARC LENGTH OF 1315.86 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 49 SAID POINT BEING ON THE SOUTH LINE OF SAID COLONY 275 J.V. TRACT;

THENCE S 89°51'16" W ALONG THE SOUTH LINE OF SAID COLONY 2775 J.V. AND THE SOUTH LINE OF SAID ZONING TRACT 49 A DISTANCE OF 1161.40 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID ZONING TRACT 49 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 48;

THENCE N 50°22'35" W ALONG THE NORTHEASTERLY LINE OF SAID ZONING TRACT 48 AND THE SOUTHWESTERLY LINE OF SAID ZONING TRACT 48 A DISTANCE OF 437.47 FEET TO A POINT FOR THE NORTHWEST CORNER OF ZONING TRACT 49 AND A NORTHEAST CORNER OF SAID ZONING TRACT 48, THE SOUTHEAST CORNER OF ZONING TRACT 47 AND THE SOTHWEST CORNER OF ZONING TRACT 50;

THENCE ALONG CENTERLINE OF SAID PROPOSED LEBANON ROAD AND THE NORTH LINE OF ZONING TRACT 49 AND THE SOUTH LINE OF SAID ZONING TRACT 50 THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1465.00 FEET, A DELTA ANGLE OF 17°51'32", A CHORD BEARING N 50°05'19" E, 454.79 FEET, AND AN ARC LENGTH OF 456.63 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 1°39'44", A CHORD BEARING N 56°30'22" E, 23.21 FEET, AND AN ARC LENGTH OF 23.21 FEET TO THE POINT OF BEGINNING CONTAINING 7.4 ACRES OF LAND, MORE OR LESS.

TRACT 50
(COMMERCIAL 1)

BEING A 18.8 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093, IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 389 AND AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 18.8 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR A INTERSECTION OF THE CENTERLINE OF A PROPOSED TEEL ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF A PROPOSED LEBANON ROAD A 120' R.O.W. SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 50, SOUTHWEST CORNER OF ZONING TRACT 51, NORTHEAST CORNER OF ZONING TRACT 49, AND THE SOUTHWEST CORNER OF ZONING TRACT 53:

THENCE ALONG THE CENTERLINE OF SAID TEEL ROAD AND THE NORTH LINE OF SAID ZONING TRACT 49 AND THE SOUTH LINE OF SAID ZONING TRACT 50:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 1°39'44", A CHORD BEARING S 56°30'22" W, 23.21 FEET, AND AN ARC LENGTH OF 23.21 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1465.00 FEET, A DELTA ANGLE OF 17°51'32", A CHORD BEARING S 50°05'19" W, 454.79 FEET, AND AN ARC LENGTH OF 456.63 FEET TO A POINT FOR THE SOUTHWEST CORNER OF ZONING TRACT 50, NORTHWEST CORNER OF SAID ZONING TRACT 49, NORTHEAST CORNER OF SAID ZONING TRACT 48 AND THE SOUTHEAST CORNER OF ZONING TRACT 47;

THENCE N 50°22'53" W ALONG THE EAST LINE OF SAID ZONING TRACT 47 AND THE WEST LINE OF SAID ZONING TRACT 50 A DISTANCE OF 1353.63 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 47 AND THE NORTHWEST CORNER OF SAID ZONING TRACT 50 SAID POINT BEING ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE NORTH LINE OF SAID ZONING TRACT 50 THE FOLLOWING CALLS:

N 51°04'13" E A DISTANCE OF 523.67 FEET TO A POINT;

N 89°35'05" E A DISTANCE OF 363.90 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 50 AND NORTHWEST CORNER OF SAID ZONING TRACT 51 SAID POINT BEING IN THE CENTERLINE OF SAID LEBANON ROAD;

THENCE ALONG SAID CENTERLINE AND THE EAST LINE OF SAID ZONING TRACT 50 AND THE WEST LINE OF SAID ZONING TRACT 51 THE FOLLOWING CALLS:

S 35°41'08" E A DISTANCE OF 1072.21 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1440.63 FEET, A DELTA ANGLE OF 0°57'18", A CHORD BEARING S 36°09'47" E, 24.01 FEET, AND AN ARC LENGTH OF 24.01 FEET, TO THE POINT OF BEGINNING CONTAINING 18.8 ACRES OF LAND, MORE OR LESS.

TRACT 51
(COMMERCIAL 1)

BEING A 13.6 ACRE TRACT OF LAND SITUATED IN THE JOHN RAGLAND SURVEY, ABSTRACT NO. 1093, THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO TOMLIN PROPERTIES, RECORDED IN VOLUME 1590, PAGE 389 AND AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 13.6 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR A INTERSECTION OF THE CENTERLINE OF A PROPOSED TEEL ROAD 120' RIGHT-OF-WAY (R.O.W.) AND THE CENTERLINE OF PROPOSED LEBANON ROAD A 120' R.O.W. SAID POINT BEING THE SOUTHEAST CORNER OF ZONING TRACT 50, SOUTHWEST CORNER OF ZONING TRACT 51, NORTHEAST CORNER OF ZONING TRACT 49, AND THE SOUTHWEST CORNER OF ZONING TRACT 53:

THENCE ALONG THE EAST LINE OF SAID ZONING TRACT 50 AND THE WEST LINE OF SAID ZONING TRACT 51 AND ALONG THE CENTERLINE OF SAID LEBANON ROAD THE FOLLOWING CALLS:

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1440.63 FEET, A DELTA ANGLE OF 0°57'18", A CHORD BEARING N 36°09'47" W, 24.01 FEET, AND AN ARC LENGTH OF 24.01 FEET;

N 35°41'08" W A DISTANCE OF 1072.21 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 51 AND THE NORTHEAST CORNER OF SAID ZONING TRACT 50 SAID POINT BEING ON THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT;

THENCE ALONG THE NORTH LINE OF SAID TOMLIN PROPERTIES TRACT AND THE COLONY 275 J.V. TRACT AND THE NORTH LINE OF SAID ZONING TRACT 50 THE FOLLOWING CALLS:

N 89°35'05" E A DISTANCE OF 619.34 FEET TO A POINT;

N 00°25'24" E A DISTANCE OF 166.35 FEET TO A POINT;

N 58°25'17" E A DISTANCE OF 236.44 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 51 SAID POINT BEING ON THE WEST LINE OF A ZONING TRACT 52 AND IN THE CENTERLINE OF A PROPOSED 60' (R.O.W.);

THENCE ALONG SAID CENTERLINE AND THE EAST LINE OF SAID ZONING TRACT 51 AND THE WEST LINE OF SAID ZONING TRACTS 52 AND 53 THE FOLLOWING CALLS:

S 26°15'06" E A DISTANCE OF 189.98 FEET TO A POINT;

ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 81°55'37", A CHORD BEARING S 14°42'42" W, 1048.92 FEET, AND AN ARC LENGTH OF 1143.92 FEET TO THE POINT OF BEGINNING CONTAINING 13.6 ACRES OF LAND, MORE OR LESS.

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TRACT 52
(PD 34-INDUSTRIAL)

BEING A 74.3 ACRE TRACT OF LAND SITUATED IN THE JAMES S. OGDEN SURVEY, ABSTRACT NO. 980 AND THE SEYMORE R. COLLINS SURVEY, ABSTRACT NO. 286 IN CITY OF FRISCO, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT II, IN DEED TO COLONY 275 J.V., RECORDED IN VOLUME 1231, PAGE 381 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. SAID 74.3 ACRE TRACT IS BASED ON RECORDED PUBLIC DOCUMENTS AND IS NOT THE RESULT OF AN ON THE GROUND SURVEY. THIS DESCRIPTION IS INTENDED FOR ZONING PURPOSES ONLY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE NORTHWEST CORNER OF SAID COLONY 275 J.V TRACT AND THE NORTHWEST CORNER OF ZONING TRACT 52 SAID POINT BEING IN THE CENTERLINE OF A PROPOSED 60' RIGHT-OF-WAY (R.O.W.):

THENCE N 89°56'36" E ALONG THE NORTH LINE OF SAID COLONY 275 J.V TRACT AND THE NORTH LINE OF SAID ZONING TRACT 52 A DISTANCE OF 2455.20 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID COLONY 275 J.V. TRACT AND THE NORTHEAST CORNER OF SAID ZONING TRACT 52;

THENCE S 00°16'57" W ALONG THE EAST LINE OF SAID COLONY 275 J.V. TRACT AND THE EAST LINE OF THE SAID ZONING TRACT 52 A DISTANCE OF 1834.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID ZONING TRACT 52, AND THE NORTHEAST CORNER OF ZONING TRACT 53;

THENCE S 89°44'08" W ALONG THE SOUTH LINE OF SAID ZONING TRACT 52 AND THE NORTH LINE OF SAID ZONING TRACT 53 A DISTANCE OF 2088.86 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID ZONING TRACT 53, SOUTHWEST CORNER OF SAID ZONING TRACT 52 AND BEING IN THE SAID CENTERLINE, SAID POINT BEING ON THE EAST LINE OF ZONING TRACT 51;

THENCE ALONG THE WEST LINE OF SAID ZONING TRACT 52, EAST LINE OF SAID ZONING TRACT 51 AND ALONG SAID CENTERLINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, A DELTA ANGLE OF 27°09'10", A CHORD BEARING N 12°40'32" W, 375.59 FEET, AND AN ARC LENGTH OF 379.12 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID ZONING TRACT 51 SAID POINT BEING ON THE WEST LINE OF SAID COLONY 275 J.V. TRACT;

THENCE DEPARTING SAID CENTERLINE AND ALONG THE WEST LINE OF SAID COLONY 275 J.V. TRACT AND THE WEST LINE OF SAID ZONING TRACT 52 THE FOLLOWING CALLS:

N 26°15'06" W A DISTANCE OF 189.98 FEET TO A POINT;

N 89°54'31" E A DISTANCE OF 1265.37 FEET TO A POINT;

N 00°12'09" W A DISTANCE OF 1133.04 FEET TO A POINT;

S 88°31'47" W A DISTANCE OF 500.08 FEET TO A POINT;

S 58°58'53" W A DISTANCE OF 302.16 FEET TO A POINT;

S 20°14'46" W A DISTANCE OF 611.14 FEET TO A POINT;

S 63°25'29" W A DISTANCE OF 460.63 FEET TO A POINT;

N 89°34'36" W A DISTANCE OF 78.18 FEET TO A POINT ON THE WEST LINE OF SAID COLONY 275 J.V. TRACT AND THE WEST LINE OF SAID ZONING TRACT 52;

THENCE N 00°25'24" E ALONG THE WEST LINE OF SAID ZONING TRACT 52 AND THE WEST LINE OF SAID COLONY 275 J.V. TRACT A DISTANCE OF 1116.76 FEET TO A POINT OF BEGINNING CONTAINING 74.3 ACRES OF LAND, MORE OR LESS.

Exhibit "B"
Depiction of Property Ownership Map

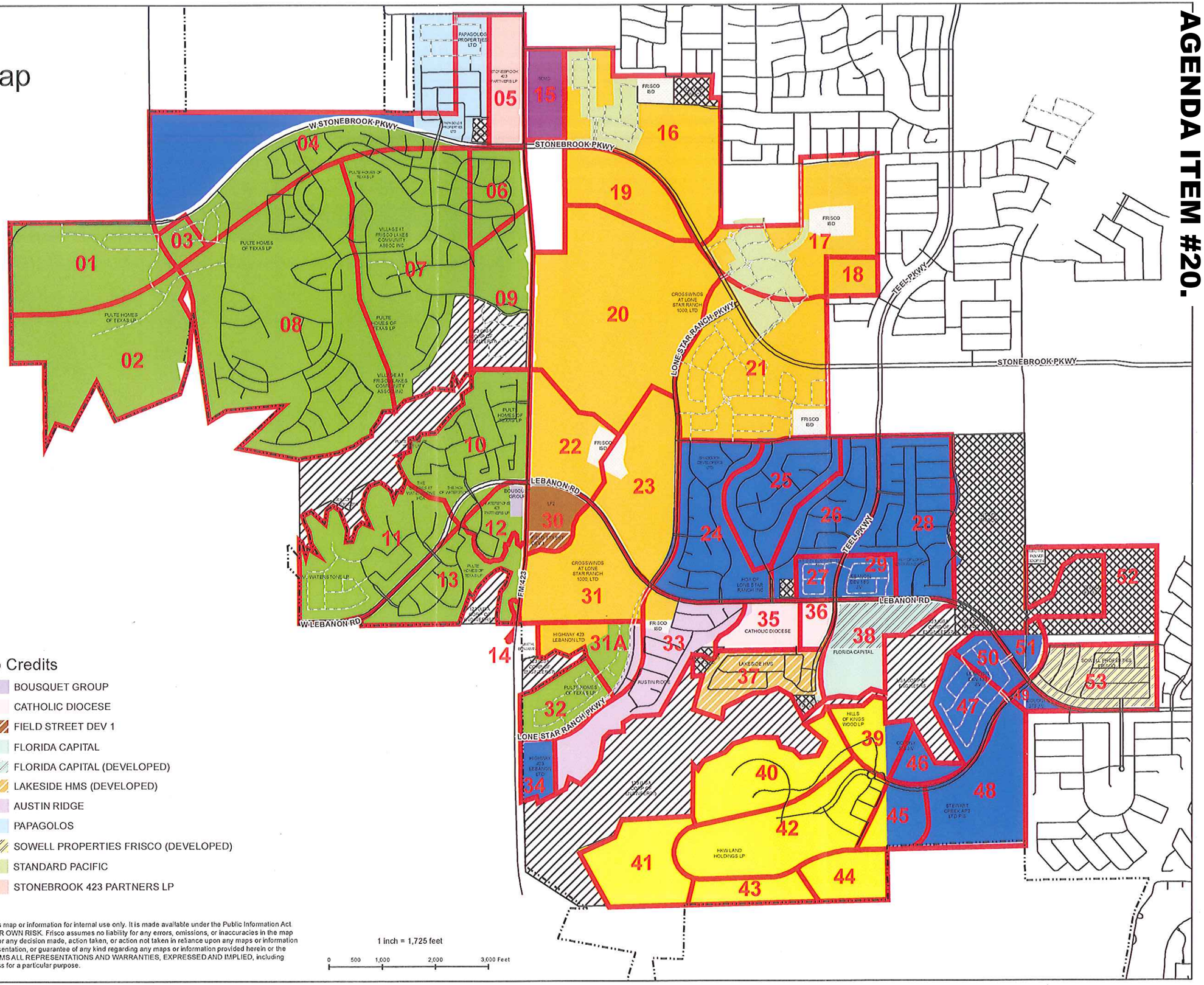
Exhibit "B"

Property Ownership Map

FRISCO

N

Map Date: 01/30/12



CITY OF FRISCO
USA CORP OF ENGINEERS
ISD

Credits

- LF2 (NON-TRANSFERABLE)
- HILLS OF KINGSWOOD (NON-TRANSFERABLE)
- PULTE
- REPUBLIC
- SCMC, L.P. (NON-TRANSFERABLE)
- TOMLIN

No Credits

- BOUSQUET GROUP
- CATHOLIC DIOCESE
- FIELD STREET DEV 1
- FLORIDA CAPITAL
- FLORIDA CAPITAL (DEVELOPED)
- LAKESIDE HMS (DEVELOPED)
- AUSTIN RIDGE
- PAPAGOLOS
- SOWELL PROPERTIES FRISCO (DEVELOPED)
- STANDARD PACIFIC
- STONEBROOK 423 PARTNERS LP

City Limits
Completed Roads
Proposed Roads
Lone Star Ranch Tracts

DISCLAIMER. The City of Frisco has prepared this map or information for internal use only. It is made available under the Public Information Act. Any reliance on this map or information is AT YOUR OWN RISK. Frisco assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein. Frisco makes no warranty, representation, or guarantee of any kind regarding any maps or information provided herein or the sources of such maps or information and DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.

1 inch = 1,725 feet

0 500 1,000 2,000 3,000 Feet

Exhibit "C"
Impact Fee Credits

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Tomlin Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$55,068.19	$1,574,726.16	$2,399,050.99	$4,028,845.34
						$55,068.19	$1,574,726.16	$2,399,050.99	$4,028,845.34
						$55,068.19	$1,574,726.16	$2,399,050.99	$4,028,845.34
						$55,068.19	$1,574,726.16	$2,399,050.99	$4,028,845.34

Developer - Tomlin Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 04 (Only portion in blue), 24, 25, 26, 27, 28, 29, 34, 45 (Only portion in blue), 46, 47, 48, 49, 50, 51

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Pulte Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$2,530,112.57	$606,641.46	$1,438,017.00	$4,574,771.03
						$2,530,112.57	$606,641.46	$1,438,017.00	$4,574,771.03
						$2,530,112.57	$606,641.46	$1,438,017.00	$4,574,771.03
						$2,530,112.57	$606,641.46	$1,438,017.00	$4,574,771.03

Developer - Pulte Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 01, 02, 03, 04 (Only portion in green), 06, 07, 08, 09, 10, 11, 12 (Only portion in green), 13, 14, 31A (Only portion in green), 32

NOTES:
1. Water and Wastewater "Beginning Balances" include pre-Impact Fee Settlement Agreement move of fees from Shaddock to Pulte in the amounts of $282,828.00 and $229,844.00 respectively.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Republic Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$1,446,499.33	$1,352,524.42	$1,925,846.15	$4,724,869.90
						$1,446,499.33	$1,352,524.42	$1,925,846.15	$4,724,869.90
						$1,446,499.33	$1,352,524.42	$1,925,846.15	$4,724,869.90
						$1,446,499.33	$1,352,524.42	$1,925,846.15	$4,724,869.90

Developer - Republic Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 16 (Only portion in orange), 17 (Only portion in orange), 18, 19, 20, 21 (Only portion in orange), 22, 23, 31, 31A (Only portion in orange)

NOTES:

1. Road "Beginning Balance" is equal to $488,836.33 in agreed impact fee credits split between Tomlin and Republic plus (+) $957,663.00 for Stonebrook improvements as outlined in letter from City to Republic dated June 8, 2010.

2. Water "Beginning Balance" is equal to $576,699.42 in agreed impact fee credits split between Tomlin and Republic plus (+) $775,825.00 for water line inprovements in Stonebrook project as outlined in letter from City to Republic dated June 8, 2010.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - SCMC L.P. Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - SCMC L.P. Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$25,069.10	$25,069.10	$50,138.20
						$0.00	$25,069.10	$25,069.10	$50,138.20
						$0.00	$25,069.10	$25,069.10	$50,138.20
						$0.00	$25,069.10	$25,069.10	$50,138.20

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 15

NOTES:

1. This property #15 above is also covered by a Development Agreement between SCMC, LP, Jim Lee, Tomlin and the City of Frisco approved by Resolution 10-11-167R on November 16, 2010.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - LF2 Frisco Center LP Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - LF2 Frisco Center LP Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$20,988.40	$20,988.40	$41,976.80
						$0.00	$20,988.40	$20,988.40	$41,976.80
						$0.00	$20,988.40	$20,988.40	$41,976.80
						$0.00	$20,988.40	$20,988.40	$41,976.80

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 30 (Only brown portion not hatched.)

NOTES:
1. Previosuly known as the Field Street Development 1. Non-hatched portion now LF2 Frisco Center LP.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - HKW GP, LLC (Hills of Kingswood) Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - HKW GP, LLC (Hills of Kingswood) Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$2,760,000.00	$295,958.80	$0.00	$3,055,958.80
						$2,760,000.00	$295,958.80	$0.00	$3,055,958.80
						$2,760,000.00	$295,958.80	$0.00	$3,055,958.80
						$2,760,000.00	$295,958.80	$0.00	$3,055,958.80

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 39, 40, 41, 42, 43, 44, 45 (Only portion in yellow)

NOTES:

1. Road "Beginning Balance" is equal to amount outlined in letter from City to Hills of Kingswood dated July 1, 2010.

2. Water "Beginning Balance" is equal to amount outlined in letter from City to Hills of Kingswood dated July 1, 2010.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Bousquet Group Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Bousquet Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 12 (Only portion in purple)

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Catholic Diocese of Frisco Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Catholic Diocese Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 35, 36

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Lakeside HSM, Ltd. Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Lakeside HSM, Ltd. Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 37

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Austin Ridge Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Austin Ridge Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 33

NOTES:

1. As an exception to Section 4 of this New Agreement and notwithstanding the zero balance of Exhibit "C" above, the New Agreement does not preclude application for Impact Fee Credit for Austin Ridge at Lone Star Ranch Phase 1 subdivision improvements that would be eligile for credit under Frisco's then applicable CIP Plan and the Original Agreement so long as impact fee credits for the subject improvements have not already been provided to this or another entity. By seperate agreement, City will grant the applicable impact fee credits if documented consistent with City's regular standards for reviewfor such credits, subject to reasonable reasonable review and approval by City Council.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - LSC Construction Lebanon Ridge, LLC (Florida Capital) Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - LSC Construction Lebanon Ridge, LLC (Florida Capital) Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 38

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Papagolos Properties Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Papagolos Properties Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 04 (Only that portion highlightes in light blue AND that is within the red boundary line)

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Shaddock Developers, Ltd. Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Shaddock Developers, Ltd. Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: Shaddock transferred Property (previously 31A and 32) and Imact Fees to Pulte pre-Imact Fee Settlement Agreement

NOTES:
1. Due to transfer noted above Shaddock no longer controls the above referenced property and is not eligible for impact fees credits.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Sowell Properties Frisco Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Sowell Properties Frisco Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 53

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Stonebrook 423 Partners Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Stonebrook 423 Partners Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 05

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Developer - Standard Pacific Transferable Credits (*Use and Transfer Out Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-Out Exhibit "D") *No XFR-In Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-To or Credit Used for "X" Development *No XFR-From Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Dat of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

Developer - Standard Pacific Homes Non-Transferable Credits (*Use and Transfer In Only*)

Transaction Date	Transaction Approval By	Transaction Type (Use - Exhibit "F", XFR-In - Exhibit "D") *NO XFR-Out Allowed*	Credit Category (Road, Water, Sewer)	Amount of Transaction	XFR-From or Credit Used for "X" Development *NO XFR-To Allowed*	Road Balance	Water Balance	Wastewater (Sewer) Balance	Total
Date of Agreement		Beginning Balance				$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00
						$0.00	$0.00	$0.00	$0.00

PROPERTY OWNERSHIP MAP - Tract Number References

Map #s: 16 (Only portions in lte green), 17 (Only portions in lte green), 21 in (Only portions in lte green)

NOTES:
1.

2.

Exhibit "C"
Impact Fee Credits
Developer Balances and Tracking Document

Total Beginning Balance:	$6,791,680.09	$3,875,908.34	$5,808,971.64	$16,476,560.07
Total Current Balance:	$6,791,680.09	$3,875,908.34	$5,808,971.64	$16,476,560.07

Exhibit "D"
Transfer of Credit Form

Exhibit D

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

AFTER RECORDING RETURN TO:
City Secretary
City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034

Transfer Credit Form

Transfer Credit From Developer:	
Transfer Credit To Person or Entity:	
Transfer Credit To Property Description:	

Current "Developer" as defined in Impact Fee Agreement: ☐ Yes, complete this form. No Assignment document required ☐ No - Provide file-marked copy of Assignment IAW the Impact Fee Settlement Agreement, dated XXX XX, 2011.

	Thoroughfare\Roadway	Water	Wastewater\Sewer
Current Transferable Credit Balance:			
Amount to be Transferred:			
Transferable Credit Balance After Transfer:	$0.00	$0.00	$0.00

Transfer Authorization

The Transfer Credits listed above may only be used by the Transferee. Transferred Credits are not further transferrable to any person or entity. Impact Fee Credits may only be used on all or a portion of the land defined as the "Property" in the Impact Fee Agreement, dated _____, 2011, as amended (the "Agreement"). The sale or any other type of transfer of land made the subject of the Agreement does not, alone, transfer Impact Fee Credits. Impact Fee Credits may not be transferred until this form is approved by the City Manager and completed as set forth herein.

	Transfer From ("Developer")	Transfer To ("Transferee")
Printed Name:		
Title:		
Signature:		
Date:		

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument, he/she acknowledges to me he/she is the duly authorized representative for the _____ and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the
State of Texas

My Commission Expires:

_____

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument, he/she acknowledges to me he/she is the duly authorized representative for the _____ and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the
State of Texas

My Commission Expires:

_____

NOTICE

This Transfer Credit Form must be filed in the Denton County Land Records by the Developer or Transferee ("Recording Party"), and the Recording Party must provide a file-marked copy to the City Manager within fifteen (15) days of the City Manager's pre-filing approval date as set forth below. Failure to have a fully completed form, including the City Manager's post-filing approval as set forth below, shall result in this form being null and void and of no force or effect, and Impact Fee Credits shall be transferred.

Checklist for Completion of this Transfer Credit Form

To Be Completed if Transfer is between Two Existing Parties to the Impact Fee Settlement Agreement		Additional Items To Be Completed if Transfer is NOT between Two Exsting Parties to the Impact Fee Settlement Agreement
☐ Legal Description of Property to which transfer is going	☐ Notary	☐ File-marked copy of the Assignment in compliance with the Agreement
☐ Locator Map of Boundaries of Property to which transfer is going	☐ Denton County File Copy - With stamp or raised seal	☐ Corporation Documents
☐ Project Description - Provide name of development, such as XYZ Estates, Phase II		

City Approval Pre-Filing in County Records		City Approval Post-Filing in County Records	
Printed Name:		Printed Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

Exhibit "E"
Credit Use Form

Exhibit E

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

AFTER RECORDING RETURN TO:
City Secretary
City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034

Credit Use Form

Developer:	
Use of Credit - Property\Project Description:	

Current "Developer" as defined in Impact Fee Agreement: ☐ Yes, complete this form. No Assignment document required. ☐ No - Must have completed and approved "Transfer Credit Form" on file with the City.

	Thoroughfare\Roadway	Water	Wastewater\Sewer
Current Transferable Credit Balance:			
Amount to be Used:			
Transferable Credit Balance After Use:	$0.00	$0.00	$0.00

	Thoroughfare\Roadway	Water	Wastewater\Sewer
Current Non-Transferable Credit Balance:			
Amount to be Used:			
Non-Transferable Credit Balance After Use:	$0.00	$0.00	$0.00

Use Authorization

Impact Fee Credits may only be used on all or a portion of the land defined as the "Property" in the Impact Fee Settlement Agreement, dated _____, 2011, as amended. Credits may not be used or applied against any assessement until this form is approved by the City Manager and completed as set forth herein.

Credit Use Request Authorization

Printed Name:	
Title:	
Signature:	
Date:	

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledges to me he/she is the duly authorized representative for the _____ and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the
State of Texas

My Commission Expires:

_____

NOTICE

This Credit Use Form must be filed in the Denton County Land Records by the Developer, and the Developer must provide a file-marked copy to the City Manager within fifteen (15) days of the City Manager's pre-filing approval date as set forth below. Failure to have a fully completed form, including the City Manager's post-filing approval as set forth below, shall result in this form being null and void and of no force or effect, and all assessed impact fees for the project made the subject of this form shall become immediately due and payable.

Checklist for Completion of this Transfer Credit Form

- ☐ Legal Description of Property to which use is being applied.
- ☐ Locator Map of Boundaries of Property to which use is being applied.
- ☐ Project Description - Provide name of development, such as XYZ Estates, Phase II
- ☐ Notary
- ☐ City Assessment Worksheet
- ☐ Denton County File Copy - With stamp or raised seal.
- ☐ Transfer Credit Form

City Approval Pre-Filing in County Records		City Approval Post-Filing in County Records	
Printed Name:		Printed Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

Exhibit "F"
Notice Contact List of Developers

Exhibit "G"
Buyer's Waiver Form

EXHIBIT "G"

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

AFTER RECORDING RETURN TO:
City Secretary
City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034

BUYER'S ACKNOWLEDGMENT AND WAIVER

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

WHEREAS, on the _____ day of _____, _____, _____, a _____, ("Seller") conveyed to _____ ("Buyer") the property described as follows:

_____

_____

_____ ("Property"); and

WHEREAS, Buyer acknowledges that, among others, Seller, or its predecessor in interest, if any, and the City of Frisco, Texas ("City") entered into that certain Impact Fee Agreement, dated December 7, 1999, which was amended by that certain First Amendment to Impact Fee Agreement, dated March 1, 2000, and further amended by that certain Second Amendment to Impact Fee Agreement, dated January 2, 2002 (collectively, "Original Agreement"); and

WHEREAS, Buyer further acknowledges that Seller, or its predecessor in interest, if any, and City entered into that Impact Fee Settlement Agreement, dated _____, 2011, including any amendments thereto ("New Agreement"); and

WHEREAS, Buyer further acknowledges that the Original Agreement and the New Agreement relates to, among other things, impact fees and impact fee credits, and the Property was the subject of the Original Agreement and the New Agreement ("Impact Fee Credits"); and

WHEREAS, BUYER HEREBY WAIVES, RELEASES AND RELINQUISHES ANY CLAIM BUYER HAS OR MAY HAVE HAD TO IMPACT FEE CREDITS PURSUANT TO THE ORIGINAL AGREEMENT AND/OR THE NEW AGREEMENT; AND

WHEREAS, Buyer acknowledges and agrees that Buyer may only receive any applicable apportionment of any Impact Fee Credits through a transfer of credits by strictly complying with the terms and conditions of the New Agreement; and

WHEREAS, Buyer further acknowledges and agrees that City is not required to take any action whatsoever with regard to Buyer, except as required in the New Agreement; and

WHEREAS, Buyer further acknowledges and agrees that should it be eligible to receive Impact Fee Credits under the New Agreement, Buyer shall be required to be bound to all of the terms and conditions of the New Agreement; and

WHEREAS, Buyer further acknowledges and agrees that City shall rely on Buyer's execution of this Acknowledgement and Waiver for any and all purposes; and

WHEREAS, Buyer further acknowledges and agrees that this Acknowledgement and Waiver must be filed in the Denton County Land Records prior to Buyer becoming eligible to receive any applicable Impact Fee Credits; and

WHEREAS, Buyer further acknowledges that City has made no warranties or representations to Buyer or otherwise with regard to any possible Impact Fee Credits that may be attributable to the Property; and

WHEREAS, Buyer acknowledges that Buyer has been advised to seek legal representation with regard to the legal effect of this Acknowledgement and Waiver and the information referred to herein.

NOW, THEREFORE, the undersigned Borrower hereby acknowledges and agrees that the above recitals are an accurate reflection of the facts stated therein.

SIGNED this _____ day of _____, _____.

BUYER:

_____

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____; he/she acknowledged to me he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

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

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

AGENDA ITEM #21.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **April 17, 2012**

Subject: **Consider and act upon award of bid to Pittard Construction Company and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Construction Services for FM 3537 20" & 24" Water Improvements (Preston Rd to Custer Rd) (Bid No. 1201-037).**

Action Requested: Consider and act upon award of bid to Pittard Construction Company of Sherman, Texas in the amount of $3,337,824.50 and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Construction Services for FM 3537 20" & 24" Water Improvements (Preston Rd to Custer Rd). (Bid No. 1201-037).

Background Information: The Texas Department of Transportation (TxDOT) is widening FM 3537 (Main Street) from State Highway 289 (Preston Road) to FM 2478 (Custer Road). The project will widen the existing two lane roadway to a six lane urban roadway with a raised median, turn lanes and curb and gutter.

The City operates an existing 20" water line in a separate easement on the north side of FM 3537 which must be relocated away from the proposed TxDOT project. This contract award will relocate the 20" water line.

Staff opened nine (9) responsive bids on March 13, 2012, with Pittard Construction Company being the low bidder at $3,337,824.50. Bids ranged from $3,337,824.50 to $4,706,330.11. A portion of the bid total is a contingency amount of $75,000 which will be used during the construction phase to address field changes or adjust quantities during construction. Usage of the contingency funding will be documented with change order requests (COR) negotiated between staff and the contractor as construction progresses.

References provided by the contractor were checked, resulting in the attached letter of recommendation by the design engineer.

Construction of this project is expected to begin in May of 2012. The contract allows 210 days for completion of the work.

Alternatives: The City Council could consider the following alternatives:

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

Financial Considerations: This Project will be funded by Certificates of Obligation and by a reimbursement agreement with TxDOT.

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

Supporting Documents: Supporting documents include the following items:

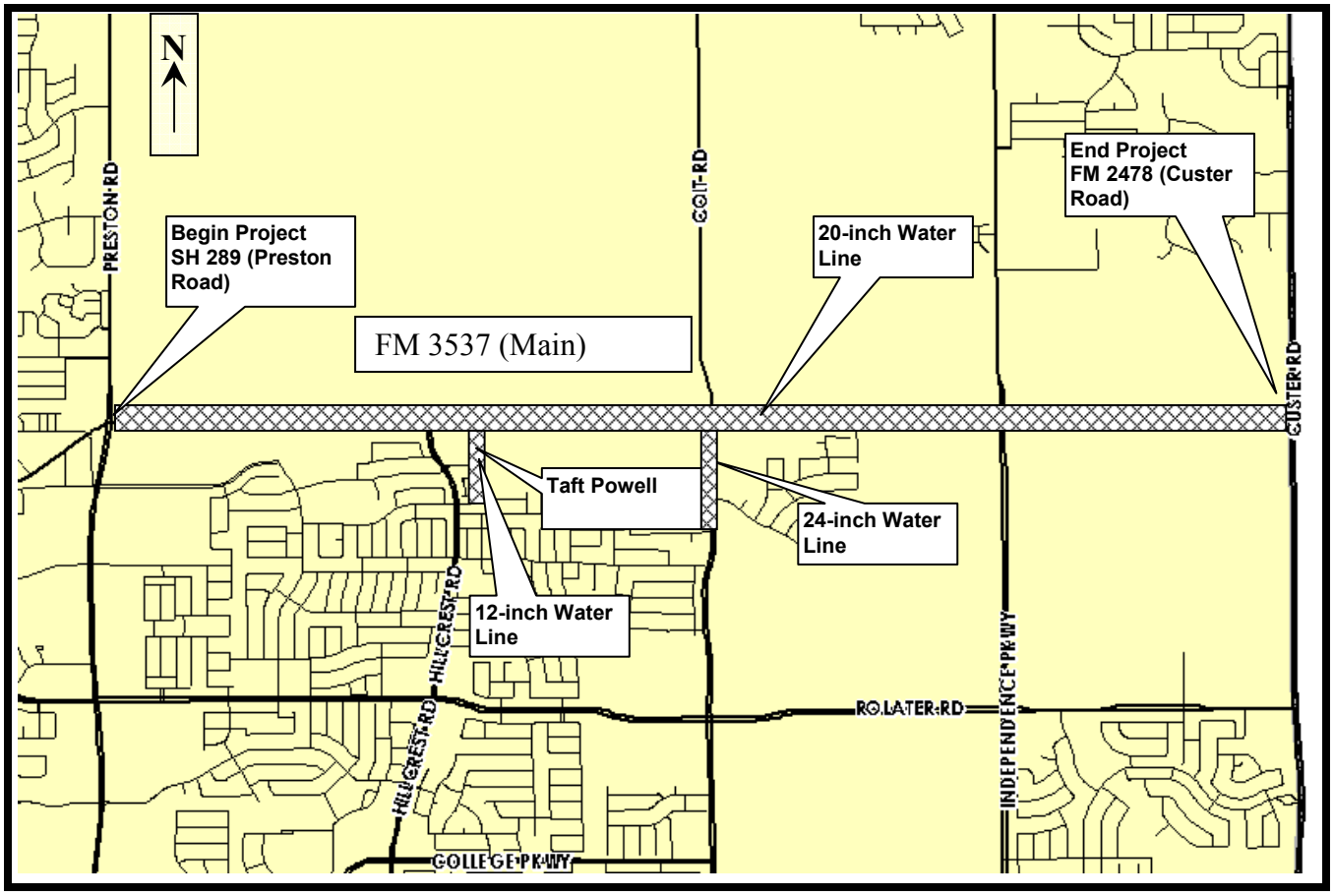
- Location Map
- Copy of Standard Form of Agreement for Construction Services
- Copy of Resolution
- Bid Tabs
- Letter of Recommendation

Staff Recommendation: Staff recommends approval of the award of the bid and approval of the Resolution. Staff will be available during the meeting to address the City Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

FM 3537 (Main Street)

Standard Construction Contract
20-inch/24-inch Water Improvement along TxDOT Right of Way
State Highway 289 (Preston Road) to FM 2478 (Custer Road)
April 17, 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 OF THE CITY OF FRISCO, TEXAS, TO EXECUTE A STANDARD CONSTRUCTION CONTRACT FOR CONSTRUCTION SERVICES BY AND BETWEEN THE CITY OF FRISCO AND PITTARD CONSTRUCTION COMPANY FOR FM 3537 20"&24" WATER IMPROVEMENTS (PRESTON RD TO CUSTER RD); AUTHORIZING CONSTRUCTION PHASE CONTINGENCIES FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Standard Construction Contract for Construction Services by and between The City of Frisco and Pittard Construction Company for FM 3537 20"&24" Water Improvements (Preston Rd to Custer Rd), a copy of which is attached hereto and incorporated herein for all purposes.

SECTION 2: In addition to the authority of the City Manager of the City of Frisco, Texas to execute the Standard Construction Contract for Construction Services for the FM 3537 20"&24" Water Improvements (Preston Rd to Custer Rd), the City Council hereby authorizes the City Manager of the City of Frisco, Texas to utilize construction phase contingencies towards the construction of the project for an amount not to exceed Seventy Five Thousand and 00/100 Dollars ($75,000.00).

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

RESOLVED THIS the _____day of_____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

STANDARD CONSTRUCTION CONTRACT

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

THIS CONTRACT is made and entered into on this the __ day of _____, 2012 by and between the City of Frisco (hereinafter referred to as "OWNER") and Pittard Construction Company (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the Work as specified in the Contract Documents. The Work is generally described as follows: The project generally includes the construction of 14,800 LF of 20" water distribution pipe, 1100 LF of 24" water transmission pipe, all related appurtenances including but not limited to valves, hydrants and meters, and abandonment of existing 20" water distribution pipe. Plans and specifications prepared by: Freese and Nichols, Inc. All extra Work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR'S own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

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

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of Work listed and referred to in the Contract Documents within 210 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

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

Article V. Debts

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

Article VI. Miscellaneous Provisions

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

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

OWNER: **CITY OF FRISCO**	CONTRACTOR: **PITTARD CONSTRUCTION COMPANY**
By: _____	By: _____
_____ Printed/Typed Name	Jack L. Treadwell Printed/Typed Name
_____ Title	Vice President Title
_____ Attest	_____ Attest
(CORPORATE SEAL)	(CORPORATE SEAL)

Address for giving notices: City Manager's Office 5th Floor 6101 Frisco Square Blvd. Frisco, TX 75034 Engineering Services Department 3rd Floor 6101 Frisco Square Blvd. Frisco, TX 75034	Address for giving notices: 190 E. Stacy Road, #306 Allen, Texas 75002

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March 20, 2012

Mr. David Chacon, P.E.
City of Frisco
6101 Frisco Square Blvd.
Frisco, Texas 75034

Re: FM 3537 20" & 24" Water Improvements (Preston Rd. to Custer Rd.) CIP No. 09-0011, BID No. 1201-037.

Dear Mr. Chacon:

Nine bids were received for the above-referenced project on Tuesday March 13, 2012. A summary of the bids received is provided in the table below and the detailed bid tabulation is attached to this letter.

BID SUMMARY

Bidder	Alternate 1	Alternate 2
Pittard Construction Company	$3,337,824.50	$3,499,789.50
SJ Lewis Construction of Texas Ltd.	$3,659,541.05	$3,711,368.05
Wright Construction Co., Inc	$3,747,701.25	$4,004,528.25
John Burns Construction Co. of Tx, Inc.	$3,929,937.00	$4,052,109.00
Mario Sinacola & Sons Excavating, Inc.	$4,097,083.50	$4,253,498.50
Mountain Cascade, Inc.	$4,159,758.75	$4,387,434.75
P & E Contractors, Inc.	$4,686,287.25	$5,366,522.25
Texas Sterling Construction Co.	$4,706,330.11	$4,919,206.11
BRB Contractors, Inc	No Bid	$4,047,548.90

Texas Sterling had no errors in their individual bid items, however the total amount bid for the PVC and Ductile Iron Alternates were not summed correctly and are noted in the attached bid tab. Wright Construction Co did not meet the minimum specified Trench safety. The errors do not change the apparent low bidder.

Pittard Construction Company from Sherman, Texas submitted the lowest responsible bid for the project.

Pittard Construction Company has worked on several Freese and Nichols projects over the years and has satisfactorily completed them. Freese and Nichols has also contacted listed references and received positive responses from multiple Cities in regards to Pittard Construction Company's performance on past projects.

Alternate 1 provides for installation of PVC pipe and was bid lower than the Ductile Iron Alternate 2 by all contractors.

Based on the reference responses and the past experiences, Pittard Construction Company should be capable of performing the work on this project. Accordingly, we recommend that the FM 3537 20" & 24" Water Improvements (Preston Rd. to Custer Rd) CIP No. 09-0011, BID No. 1201-37, Alternate 1 be awarded to Pittard Construction Company in the amount of $3,337,824.50.

If you have any questions, or need any information please let us know.

Sincerely,
FREESE AND NICHOLS, INC.

Jeff Payne, P.E.
Project Manager

Attachments: Bid Tabulation

[FRC09448] T:/Bid

CITY OF FRISCO FM 3537 20" & 24" WATER IMPROVEMENTS (PRESTON RD. TO CUSTER RD.)
CIP No.: 09-0011 BID No.:1201-037

	Item No.	Description	Unit	Estimated Quantity	Pittard Construction Company		SJ Lewis Construction of Texas Ltd.		Wright Construction Co., Inc.		John Burns Construction Co. of Tx, Inc.		Mario Sinacola & Sons Excavating, Inc.		Mountain Cascade, Inc.		P&E Contractors, Inc.		Texas Sterling Construction Co.		BRB Contractors, Inc.	
					Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
A		WATERLINE																				
	A1	36" Ductile Iron Pipe (AWWA C151, Class 150 w/ Restrianed Joints)	LF	143	$ 500.00	$ 71,500.00	$ 254.00	$ 36,322.00	$ 450.00	$ 64,350.00	$ 430.00	$ 61,490.00	$ 495.00	$ 70,785.00	$ 440.00	$ 62,920.00	$ 525.00	$ 75,075.00	$ 514.00	$ 73,502.00	$ 540.00	$ 77,220.00
	A2	24" Ductile Iron Pipe (AWWA C151, Class 200 w/ Restrained Joints)	LF	208	$ 275.00	$ 57,200.00	$ 167.00	$ 34,736.00	$ 235.00	$ 48,880.00	$ 144.00	$ 29,952.00	$ 205.00	$ 42,640.00	$ 290.00	$ 60,320.00	$ 200.00	$ 41,600.00	$ 188.00	$ 39,104.00	$ 210.00	$ 43,680.00
	A3	20" Ductile Iron Pipe (AWWA C151, Class 250 w/ Restrained Joints) (Independence Pkwy)	LF	170	$ 250.00	$ 42,500.00	$ 142.00	$ 24,140.00	$ 200.00	$ 34,000.00	$ 117.00	$ 19,890.00	$ 170.00	$ 28,900.00	$ 260.00	$ 44,200.00	$ 175.00	$ 29,750.00	$ 151.00	$ 25,670.00	$ 160.00	$ 27,200.00
	A4	16" PVC Pipe (AWWA C900, DR 18)	LF	288	$ 90.00	$ 25,920.00	$ 90.00	$ 25,920.00	$ 85.00	$ 24,480.00	$ 97.00	$ 27,936.00	$ 126.00	$ 36,288.00	$ 130.00	$ 37,440.00	$ 110.00	$ 31,680.00	$ 91.00	$ 26,208.00	$ 115.00	$ 33,120.00
	A5	12" PVC Pipe (AWWA C900, DR 18)	LF	1928	$ 70.00	$ 134,960.00	$ 50.00	$ 96,400.00	$ 55.00	$ 106,040.00	$ 58.00	$ 111,824.00	$ 75.00	$ 144,600.00	$ 70.00	$ 134,960.00	$ 85.00	$ 163,880.00	$ 65.00	$ 125,320.00	$ 73.00	$ 140,744.00
	A6	8" PVC Pipe (AWWA C900, DR 14)	LF	320	$ 65.00	$ 20,800.00	$ 46.00	$ 14,720.00	$ 49.00	$ 15,680.00	$ 62.00	$ 19,840.00	$ 68.00	$ 21,760.00	$ 60.00	$ 19,200.00	$ 65.00	$ 20,800.00	$ 92.00	$ 29,440.00	$ 65.00	$ 20,800.00
	A7	6" PVC Pipe (AWWA C900, DR 14)	LF	40	$ 60.00	$ 2,400.00	$ 40.00	$ 1,600.00	$ 40.00	$ 1,600.00	$ 22.00	$ 880.00	$ 35.00	$ 1,400.00	$ 60.00	$ 2,400.00	$ 50.00	$ 2,000.00	$ 43.00	$ 1,720.00	$ 41.00	$ 1,640.00
	A8a	54" Steel Casing by Bore (For 36" Carrier Pipe)	LF	66	$ 500.00	$ 33,000.00	$ 739.00	$ 48,774.00	$ 895.00	$ 59,070.00	$ 954.00	$ 62,964.00	$ 860.00	$ 56,760.00	$ 800.00	$ 52,800.00	$ 875.00	$ 57,750.00	$ 823.00	$ 54,318.00	$ 875.00	$ 57,750.00
	A8b	36" Steel Casing by Bore (For 24" and 20" Carrier Pipe)	LF	977	$ 300.00	$ 293,100.00	$ 503.00	$ 491,431.00	$ 430.00	$ 420,110.00	$ 499.00	$ 487,523.00	$ 535.00	$ 522,695.00	$ 490.00	$ 478,730.00	$ 460.00	$ 449,420.00	$ 444.00	$ 433,788.00	$ 465.00	$ 454,305.00
	A8c	30" Steel Casing by Bore (For 16" Carrier Pipe)	LF	108	$ 275.00	$ 29,700.00	$ 443.00	$ 47,844.00	$ 460.00	$ 49,680.00	$ 443.00	$ 47,844.00	$ 450.00	$ 48,600.00	$ 475.00	$ 51,300.00	$ 460.00	$ 49,680.00	$ 365.00	$ 39,420.00	$ 400.00	$ 43,200.00
	A8d	24" Steel Casing by Bore (For 12" Carrier Pipe)	LF	588	$ 225.00	$ 132,300.00	$ 362.00	$ 212,856.00	$ 420.00	$ 246,960.00	$ 300.00	$ 176,400.00	$ 350.00	$ 205,800.00	$ 390.00	$ 229,320.00	$ 340.00	$ 199,920.00	$ 253.00	$ 148,764.00	$ 280.00	$ 164,640.00
	A9a	54" Steel Casing by Open Cut (For 36" Carrier Pipe)	LF	61	$ 350.00	$ 21,350.00	$ 434.00	$ 26,474.00	$ 267.00	$ 16,287.00	$ 488.00	$ 29,768.00	$ 400.00	$ 24,400.00	$ 385.00	$ 23,485.00	$ 350.00	$ 21,350.00	$ 389.00	$ 23,729.00	$ 410.00	$ 25,010.00
	A9b	36" Steel Casing by Open Cut (For 24" and 20" Carrier Pipe)	LF	325	$ 200.00	$ 65,000.00	$ 261.00	$ 84,825.00	$ 179.00	$ 58,175.00	$ 216.00	$ 70,200.00	$ 225.00	$ 73,125.00	$ 205.00	$ 66,625.00	$ 300.00	$ 97,500.00	$ 214.00	$ 69,550.00	$ 225.00	$ 73,125.00
	A9c	30" Steel Casing by Open Cut (For 16" Carrier Pipe)	LF	27	$ 175.00	$ 4,725.00	$ 254.00	$ 6,858.00	$ 168.00	$ 4,536.00	$ 204.00	$ 5,508.00	$ 220.00	$ 5,940.00	$ 195.00	$ 5,265.00	$ 300.00	$ 8,100.00	$ 197.00	$ 5,319.00	$ 200.00	$ 5,400.00
	A9d	24" Steel Casing by Open Cut (For 12" Carrier Pipe)	LF	91	$ 125.00	$ 11,375.00	$ 217.00	$ 19,747.00	$ 120.00	$ 10,920.00	$ 144.00	$ 13,104.00	$ 180.00	$ 16,380.00	$ 130.00	$ 11,830.00	$ 275.00	$ 25,025.00	$ 196.00	$ 17,836.00	$ 165.00	$ 15,015.00
	A10a	36" Steel Casing by Hand Tunnel (For 20" Carrier Pipe)	LF	80	$ 1,000.00	$ 80,000.00	$ 568.00	$ 45,440.00	$ 520.00	$ 41,600.00	$ 619.00	$ 49,520.00	$ 590.00	$ 47,200.00	$ 595.00	$ 47,600.00	$ 600.00	$ 48,000.00	$ 422.00	$ 33,760.00	$ 470.00	$ 37,600.00
				SUBTOTAL A	$	1,025,830.00	$	1,218,087.00	$	1,202,368.00	$	1,214,643.00	$	1,347,273.00	$	1,328,395.00	$	1,321,530.00	$	1,147,448.00	$	1,220,449.00
B		20" & 24" WATERLINE ALTERNATES																				
	B1	20" PVC Pipe (AWWA C905, DR 18)	LF	15734	$ 70.00	$ 1,101,380.00	$ 88.00	$ 1,384,592.00	$ 76.50	$ 1,203,651.00	$ 86.50	$ 1,360,991.00	$ 95.00	$ 1,494,730.00	$ 94.00	$ 1,478,996.00	$ 135.00	$ 2,124,090.00	$ 90.00	$ 1,416,060.00	$ -	$ -
	B2	20" Ductile Iron Pipe (AWWA C151, Class 250)	LF	15734	$ 80.00	$ 1,258,720.00	$ 91.00	$ 1,431,794.00	$ 92.00	$ 1,447,528.00	$ 94.50	$ 1,486,863.00	$ 105.00	$ 1,652,070.00	$ 108.00	$ 1,699,272.00	$ 175.00	$ 2,753,450.00	$ 104.00	$ 1,636,336.00	$ 88.40	$ 1,390,885.60
	B3	24" PVC Pipe (AWWA C905, DR 18)	LF	925	$ 90.00	$ 83,250.00	$ 112.00	$ 103,600.00	$ 108.00	$ 99,900.00	$ 123.00	$ 113,775.00	$ 121.00	$ 111,925.00	$ 119.00	$ 110,075.00	$ 145.00	$ 134,125.00	$ 117.00	$ 108,225.00	$ -	$ -
	B4	24" Ductile Iron Pipe (AWWA C151, Class 200)	LF	925	$ 95.00	$ 87,875.00	$ 117.00	$ 108,225.00	$ 122.00	$ 112,850.00	$ 119.00	$ 110,075.00	$ 120.00	$ 111,000.00	$ 127.00	$ 117,475.00	$ 200.00	$ 185,000.00	$ 109.00	$ 100,825.00	$ 103.00	$ 95,275.00
C		WATERLINE APPURTENANCES																				
	C1	Mobilization	EA	1	$ 75,000.00	$ 75,000.00	$ 150,000.00	$ 150,000.00	$ 101,500.00	$ 101,500.00	$ 70,000.00	$ 70,000.00	$ 50,000.00	$ 50,000.00	$ 120,000.00	$ 120,000.00	$ 50,000.00	$ 50,000.00	$ 323,500.00	$ 323,500.00	$ 170,000.00	$ 170,000.00
	C2	Trench Safety System	LF	18100	$ 1.00	$ 18,100.00	$ 0.03	$ 543.00	$ 0.50	$ 8,968.50	$ 1.00	$ 19,958.00	$ 1.00	$ 20,001.00	$ 0.05	$ 905.00	$ 1.00	$ 18,100.00	$ 0.25	$ 4,525.00	$ 2.00	$ 36,200.00
	C3	General Site Preparation	LF	18045	$ 2.00	$ 36,090.00	$ 0.30	$ 5,413.50	$ 2.20	$ 39,699.00	$ 4.00	$ 72,180.00	$ 3.00	$ 54,135.00	$ 1.00	$ 18,045.00	$ 1.00	$ 18,045.00	$ 6.05	$ 109,172.25	$ 2.00	$ 36,090.00
	C4	36" Butterfly Valve	EA	1	$ 12,500.00	$ 12,500.00	$ 13,700.00	$ 13,700.00	$ 15,500.00	$ 15,500.00	$ 17,200.00	$ 17,200.00	$ 14,000.00	$ 14,000.00	$ 17,000.00	$ 17,000.00	$ 15,500.00	$ 15,500.00	$ 35,000.00	$ 35,000.00	$ 15,200.00	$ 15,200.00
	C5	24" Butterfly Valve	EA	5	$ 7,500.00	$ 37,500.00	$ 6,600.00	$ 33,000.00	$ 7,300.00	$ 36,500.00	$ 8,250.00	$ 41,250.00	$ 7,000.00	$ 35,000.00	$ 8,000.00	$ 40,000.00	$ 10,250.00	$ 51,250.00	$ 25,000.00	$ 125,000.00	$ 7,250.00	$ 36,250.00
	C6	20" Butterfly Valve	EA	32	$ 5,000.00	$ 160,000.00	$ 4,700.00	$ 150,400.00	$ 5,300.00	$ 169,600.00	$ 6,860.00	$ 219,520.00	$ 5,500.00	$ 176,000.00	$ 6,200.00	$ 198,400.00	$ 6,500.00	$ 208,000.00	$ 8,100.00	$ 259,200.00	$ 5,750.00	$ 184,000.00
	C7	16" Butterfly Valve	EA	2	$ 4,000.00	$ 8,000.00	$ 3,600.00	$ 7,200.00	$ 2,800.00	$ 5,600.00	$ 5,200.00	$ 10,400.00	$ 4,350.00	$ 8,700.00	$ 5,500.00	$ 11,000.00	$ 5,500.00	$ 11,000.00	$ 5,800.00	$ 11,600.00	$ 4,225.00	$ 8,450.00
	C8	12" Gate Valve	EA	10	$ 2,500.00	$ 25,000.00	$ 2,500.00	$ 25,000.00	$ 2,300.00	$ 23,000.00	$ 1,930.00	$ 19,300.00	$ 2,050.00	$ 20,500.00	$ 3,000.00	$ 30,000.00	$ 2,100.00	$ 21,000.00	$ 1,900.00	$ 19,000.00	$ 2,900.00	$ 29,000.00
	C9	8" Gate Valve	EA	4	$ 1,500.00	$ 6,000.00	$ 1,500.00	$ 6,000.00	$ 1,400.00	$ 5,600.00	$ 1,180.00	$ 4,720.00	$ 1,200.00	$ 4,800.00	$ 2,000.00	$ 8,000.00	$ 1,100.00	$ 4,400.00	$ 1,200.00	$ 4,800.00	$ 1,900.00	$ 7,600.00
	C10	6" Gate Valve	EA	20	$ 1,250.00	$ 25,000.00	$ 1,100.00	$ 22,000.00	$ 1,070.00	$ 21,400.00	$ 890.00	$ 17,800.00	$ 900.00	$ 18,000.00	$ 1,700.00	$ 34,000.00	$ 850.00	$ 17,000.00	$ 890.00	$ 17,800.00	$ 1,550.00	$ 31,000.00
	C11	2" Combination Air Valve Assembly	EA	11	$ 7,500.00	$ 82,500.00	$ 6,300.00	$ 69,300.00	$ 8,500.00	$ 93,500.00	$ 6,610.00	$ 72,710.00	$ 7,000.00	$ 77,000.00	$ 5,600.00	$ 61,600.00	$ 9,000.00	$ 99,000.00	$ 5,900.00	$ 64,900.00	$ 8,625.00	$ 94,875.00
	C12	20" Cut-in Butterfly Valve	EA	1	$ 10,000.00	$ 10,000.00	$ 7,000.00	$ 7,000.00	$ 10,000.00	$ 10,000.00	$ 11,500.00	$ 11,500.00	$ 7,500.00	$ 7,500.00	$ 8,100.00	$ 8,100.00	$ 9,000.00	$ 9,000.00	$ 10,500.00	$ 10,500.00	$ 8,100.00	$ 8,100.00
	C13	8" Cut-in Gate Valve	EA	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 4,200.00	$ 2,200.00	$ 2,200.00	$ 3,700.00	$ 3,700.00	$ 1,500.00	$ 1,500.00	$ 3,400.00	$ 3,400.00	$ 3,000.00	$ 3,000.00
	C14	Fire Hydrant Assembly	EA	20	$ 4,000.00	$ 80,000.00	$ 3,900.00	$ 78,000.00	$ 4,800.00	$ 96,000.00	$ 3,000.00	$ 60,000.00	$ 3,800.00	$ 76,000.00	$ 5,400.00	$ 108,000.00	$ 2,300.00	$ 46,000.00	$ 3,900.00	$ 78,000.00	$ 4,000.00	$ 80,000.00
	C15	1" Short Service	EA	7	$ 750.00	$ 5,250.00	$ 1,000.00	$ 7,000.00	$ 1,800.00	$ 12,600.00	$ 675.00	$ 4,725.00	$ 1,200.00	$ 8,400.00	$ 1,500.00	$ 10,500.00	$ 700.00	$ 4,900.00	$ 1,200.00	$ 8,400.00	$ 650.00	$ 4,550.00
	C16	2" Short Service	EA	5	$ 2,300.00	$ 11,500.00	$ 1,500.00	$ 7,500.00	$ 2,300.00	$ 11,500.00	$ 1,060.00	$ 5,300.00	$ 1,600.00	$ 8,000.00	$ 2,000.00	$ 10,000.00	$ 1,500.00	$ 7,500.00	$ 1,800.00	$ 9,000.00	$ 1,400.00	$ 7,000.00
	C17	2" Long Service	EA	5	$ 7,500.00	$ 37,500.00	$ 3,900.00	$ 19,500.00	$ 7,300.00	$ 36,500.00	$ 5,115.00	$ 25,575.00	$ 11,000.00	$ 55,000.00	$ 3,000.00	$ 15,000.00	$ 2,750.00	$ 13,750.00	$ 54,000.00	$ 270,000.00	$ 4,700.00	$ 23,500.00
	C18	Remove and Replace existing Culverts on Taft Powell	LS	7	$ 2,500.00	$ 17,500.00	$ 1,700.00	$ 11,900.00	$ 2,300.00	$ 16,100.00	$ 1,560.00	$ 10,920.00	$ 2,000.00	$ 14,000.00	$ 2,800.00	$ 19,600.00	$ 1,600.00	$ 11,200.00	$ 2,300.00	$ 16,100.00	$ 1,500.00	$ 10,500.00
	C19	Remove and Replace existing Culverts on Taft Powell	EA	6	$ 3,000.00	$ 18,000.00	$ 1,900.00	$ 11,400.00	$ 1,600.00	$ 9,600.00	$ 3,450.00	$ 20,700.00	$ 2,000.00	$ 12,000.00	$ 900.00	$ 5,400.00	$ 500.00	$ 3,000.00	$ 3,100.00	$ 18,600.00	$ 2,500.00	$ 15,000.00
	C20	Temporary Water Supply Bypass on Taft Powell	LF	970	$ 20.00	$ 19,400.00	$ 17.00	$ 16,490.00	$ 35.00	$ 33,950.00	$ 13.50	$ 13,095.00	$ 15.00	$ 14,550.00	$ 15.00	$ 14,550.00	$ 45.00	$ 43,650.00	$ 22.00	$ 21,340.00	$ 15.00	$ 14,550.00
	C21	Flowable Fill Encasement	LF	547	$ 15.00	$ 8,205.00	$ 24.00	$ 13,128.00	$ 64.00	$ 35,008.00	$ 27.00	$ 14,769.00	$ 35.00	$ 19,145.00	$ 45.00	$ 24,615.00	$ 45.00	$ 24,615.00	$ 66.00	$ 36,102.00	$ 55.00	$ 30,085.00
	C22	Asphalt Pavement Replacement	SY	60	$ 125.00	$ 7,500.00	$ 102.00	$ 6,120.00	$ 190.00	$ 11,400.00	$ 74.00	$ 4,440.00	$ 120.00	$ 7,200.00	$ 205.00	$ 12,300.00	$ 85.00	$ 5,100.00	$ 194.00	$ 11,640.00	$ 225.00	$ 13,500.00
	C23	Concrete Pavement Replacement	LF	156	$ 150.00	$ 23,400.00	$ 140.00	$ 21,840.00	$ 90.00	$ 14,040.00	$ 72.00	$ 11,232.00	$ 100.00	$ 15,600.00	$ 135.00	$ 21,060.00	$ 45.00	$ 7,020.00	$ 115.00	$ 17,940.00	$ 200.00	$ 31,200.00
	C24	Gravel Driveway Replacement	SY	142	$ 75.00	$ 10,650.00	$ 9.00	$ 1,278.00	$ 30.00	$ 4,260.00	$ 26.00	$ 3,692.00	$ 60.00	$ 8,520.00	$ 30.00	$ 4,260.00	$ 15.00	$ 2,130.00	$ 54.00	$ 7,668.00	$ 9.00	$ 1,278.00
	C25	Concrete Sidewalk Replacement	SY	104	$ 125.00	$ 13,000.00	$ 117.00	$ 12,168.00	$ 50.00	$ 5,200.00	$ 46.00	$ 4,784.00	$ 45.00	$ 4,680.00	$ 30.00	$ 3,120.00	$ 40.00	$ 4,160.00	$ 58.00	$ 6,032.00	$ 65.00	$ 6,760.00
	C26	Hydromulch Seeding	SY	47941	$ 0.50	$ 23,970.50	$ 0.30	$ 14,382.30	$ 0.60	$ 28,764.60	$ 2.00	$ 95,882.00	$ 0.50	$ 23,970.50	$ 0.50	$ 23,970.50	$ 1.50	$ 71,911.50	$ 0.36	$ 17,258.76	$ 0.60	$ 28,764.60
	C27	Sodding	SY	4038	$ 3.00	$ 12,114.00	$ 3.00	$ 12,114.00	$ 2.80	$ 11,306.40	$ 5.00	$ 20,190.00	$ 5.00	$ 20,190.00	$ 2.00	$ 8,076.00	$ 4.00	$ 16,152.00	$ 3.20	$ 12,921.60	$ 2.40	$ 9,691.20
	C28	Extra 2000 psi Concrete	CY	200	$ 100.00	$ 20,000.00	$ 80.00	$ 16,000.00	$ 65.00	$ 13,000.00	$ 100.00	$ 20,000.00	$ 100.00	$ 20,000.00	$ 100.00	$ 20,000.00	$ 145.00	$ 29,000.00	$ 72.00	$ 14,400.00	$ 115.00	$ 23,000.00
	C29	Extra Coarse Gravel (Pipe Foundation)	CY	200	$ 25.00	$ 5,000.00	$ 21.00	$ 4,200.00	$ 24.00	$ 4,800.00	$ 40.00	$ 8,000.00	$ 22.00	$ 4,400.00	$ 25.00	$ 5,000.00	$ 25.00	$ 5,000.00	$ 29.00	$ 5,800.00	$ 40.00	$ 8,000.00
	C30	Storm Water Pollution Prevention Plan Preparation, Implementation, Maintenance, & Removal	MO	7	$ 4,000.00	$ 28,000.00	$ 1.00	$ 7.00	$ 3,800.00	$ 26,600.00	$ 3,000.00	$ 21,000.00	$ 5,000.00	$ 35,000.00	$ 8,000.00	$ 56,000.00	$ 1,000.00	$ 7,000.00	$ 10,000.00	$ 70,000.00	$ 7,800.00	$ 54,600.00
	C31	Traffic Control Plan	MO	7	$ 4,000.00	$ 28,000.00	$ 1.00	$ 7.00	$ 1,600.00	$ 11,200.00	$ 2,500.00	$ 17,500.00	$ 2,500.00	$ 17,500.00	$ 600.00	$ 4,200.00	$ 2,000.00	$ 14,000.00	$ 15,000.00	$ 105,000.00	$ 3,700.00	$ 25,900.00
				SUBTOTAL C	$	868,679.50	$	745,590.80	$	916,896.50	$	942,542.00	$	851,991.50	$	916,401.50	$	839,883.50	$	1,714,599.61	$	1,047,643.80
D		FENCE																				
	D1	Remove Existing Fence (Hogwire, Steel Pipe, and Barbed Wire)	LF	12995	$ 1.00	$ 12,995.00	$ 0.35	$ 4,548.25	$ 1.50	$ 19,492.50	$ 1.60	$ 20,792.00	$ 1.60	$ 20,792.00	$ 1.00	$ 12,995.00	$ 1.25	$ 16,243.75	$ 1.50	$ 19,492.50	$ 1.70	$ 22,091.50
	D2	Remove and Replace Wood Post/Hogwire Fence	LF	695	$ 7.00	$ 4,865.00	$ 4.00	$ 2,780.00	$ 7.50	$ 5,212.50	$ 7.60	$ 5,282.00	$ 7.50	$ 5,212.50	$ 10.00	$ 6,950.00	$ 7.00	$ 4,865.00	$ 7.00	$ 4,865.00	$ 8.00	$ 5,560.00
	D3	Remove and Replace Steel Pipe Fence	LF	40	$ 50.00	$ 2,000.00	$ 30.00	$ 1,200.00	$ 50.00	$ 2,000.00	$ 55.00	$ 2,200.00	$ 60.00	$ 2,400.00	$ 55.00	$ 2,200.00	$ 21.00	$ 840.00	$ 50.00	$ 2,000.00	$ 55.00	$ 2,200.00
	D4	Remove and Replace 5-Strand Barbed Wire Fence	LF	70	$ 8.00	$ 560.00	$ 4.00	$ 280.00	$ 10.00	$ 700.00	$ 10.00	$ 700.00	$ 10.00	$ 700.00	$ 6.00	$ 420.00	$ 6.50	$ 455.00	$ 9.00	$ 630.00	$ 10.00	$ 700.00
	D5	Install Temporary 5-Strand Barbed Wire Fence	LF	10990	$ 1.50	$ 16,485.00	$ 2.50	$ 27,475.00	$ 2.85	$ 31,321.50	$ 3.00	$ 32,970.00	$ 3.00	$ 32,970.00	$ 5.00	$ 54,950.00	$ 5.00	$ 54,950.00	$ 3.00	$ 32,970.00	$ 3.25	$ 35,717.50
	D6	Install Temporary 5-Strand Smooth Wire Fence	LF	1565	$ 1.50	$ 2,347.50	$ 2.50	$ 3,912.50	$ 2.85	$ 4,460.25	$ 3.00	$ 4,695.00	$ 3.00	$ 4,695.00	$ 5.00	$ 7,825.00	$ 5.00	$ 7,825.00	$ 3.00	$ 4,695.00	$ 3.25	$ 5,086.25
	D7	Install and Remove Temporary 5-Strand Barbed Wire Fence	LF	1455	$ 2.50	$ 3,637.50	$ 2.50	$ 3,637.50	$ 4.00	$ 5,820.00	$ 4.00	$ 5,820.00	$ 4.00	$ 5,820.00	$ 6.00	$ 8,730.00	$ 5.00	$ 7,275.00	$ 4.00	$ 5,820.00	$ 4.25	$ 6,183.75
	D8	Install and Remove Temporary 5-Strand Smooth Wire Fence	LF	980	$ 2.50	$ 2,450.00	$ 2.50	$ 2,450.00	$ 4.00	$ 3,920.00	$ 6.00	$ 5,880.00	$ 4.00	$ 3,920.00	$ 6.00	$ 5,880.00	$ 6.00	$ 5,880.00	$ 4.00	$ 3,920.00	$ 4.25	$ 4,165.00
				SUBTOTAL D	$	45,340.00	$	46,283.25	$	72,926.75	$	78,339.00	$	76,509.50	$	99,950.00	$	98,333.75	$	74,392.50	$	81,704.00
E		WATERLINE REMOVAL / DEMOLITION																				
	E1	Removal of Existing Waterline	LF	2390	$ 20.00	$ 47,800.00	$ 3.00	$ 7,170.00	$ 15.00	$ 35,850.00	$ 18.00	$ 43,020.00	$ 15.00	$ 35,850.00	$ 7.00	$ 16,730.00	$ 2.00	$ 4,780.00	$ 4.00	$ 9,560.00	$ 3.50	$ 8,365.00
	E2	Removal of Existing Valves and Hydrants	EA	30	$ 250.00	$ 7,500.00	$ 300.00	$ 9,000.00	$ 1,640.00	$ 49,200.00	$ 250.00	$ 7,500.00	$ 500.00	$ 15,000.00	$ 800.00	$ 24,000.00	$ 250.00	$ 7,500.00	$ 450.00	$ 13,500.00	$ 125.00	$ 3,750.00
	E3	Demolition of Meter Vaults at Independence & 60 NTMWD Pipeline Work	LS	1	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 28,000.00	$ 28,000.00	$ 8,200.00	$ 8,200.00	$ 39,000.00	$ 39,000.00	$ 55,000.00	$ 55,000.00	$ 30,000.00	$ 30,000.00	$ 75,000.00	$ 75,000.00	$ 33,000.00	$ 33,000.00
	E4	Removal of Tee and Valves at Pinebridge	LS	1	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 1,100.00	$ 1,100.00	$ 2,600.00	$ 2,600.00	$ 3,500.00	$ 3,500.00	$ 2,700.00	$ 2,700.00	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 2,100.00	$ 2,100.00
	E5	Frisco # 2 Pump Station Shutdown	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 9,400.00	$ 9,400.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 8,500.00	$ 8,500.00	$ 6,700.00	$ 6,700.00
				SUBTOTAL E	$	70,300.00	$	39,170.00	$	123,550.00	$	68,820.00	$	100,850.00	$	108,430.00	$	50,280.00	$	111,560.00	$	53,915.00
F		CONNECTION																				
	F1	Waterline Connection at Preston	EA	1	$ 50,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00	$ 49,800.00	$ 49,800.00	$ 65,000.00	$ 65,000.00	$ 37,000.00	$ 37,000.00	$ 38,000.00	$ 38,000.00	$ 25,000.00	$ 25,000.00	$ 41,000.00	$ 41,000.00	$ 52,000.00	$ 52,000.00
				SUBTOTAL F	$	50,000.00	$	40,000.00	$	49,800.00	$	65,000.00	$	37,000.00	$	38,000.00	$	25,000.00	$	41,000.00	$	52,000.00
G		SURVEY																				
	G1	As-Built Top fo Pipe Survey	LF	18045	$ 1.00	$ 18,045.00	$ 0.40	$ 7,218.00	$ 0.20	$ 3,609.00	$ 0.60	$ 10,827.00	$ 0.10	$ 1,804.50	$ 0.25	$ 4,511.25	$ 1.00	$ 18,045.00	$ 1.00	$ 18,045.00	$ 1.70	$ 30,676.50
				SUBTOTAL G	$	18,045.00	$	7,218.00	$	3,609.00	$	10,827.00	$	1,804.50	$	4,511.25	$	18,045.00	$	18,045.00	$	30,676.50
H		CONTINGENCY																				
	H1	Contingency	LS	1	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00
				SUBTOTAL H	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00	$	75,000.00
TOTAL AMOUNT BID - PVC ALTERNATE (ITEMS A,B1, B3, C, D, E, F, G & H)						$ 3,337,824.50		$ 3,659,541.05	*	$ 3,747,701.25		$ 3,929,937.00		$ 4,097,083.50		$ 4,159,758.75	**	$ 4,686,287.25		$ 4,706,330.11		NO BID
TOTAL AMOUNT BID - DUCTILE IRON ALTERNATE (ITEMS A, B2, B4, C, D, E, F, G & H)						$ 3,499,789.50		$ 3,711,368.05	*	$ 4,004,528.25		$ 4,052,109.00		$ 4,253,498.50		$ 4,387,434.75	***	$ 5,366,522.25		$ 4,919,206.11		$ 4,047,548.90

* Contractor had 17,937 LF trench safety system, less than the 18,100 min required.
** Contractor had no errors in bid items but total written in bid was $4,706,332.11.
*** Contractor had no errors in bid items but total written in bid was $6,066,654.11.

AGENDA ITEM #22.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **April 17, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Freese and Nichols, Inc for the Preliminary Design of Panther Creek Reuse Water Line**

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. of Fort Worth, Texas, in the amount of $94,839, for Panther Creek Reuse Water Line.

Background Information: This contract for engineering services will provide an analysis of the reuse water from Panther Creek Wastewater Treatment Plant (WWTP) for use in the area of the City north of Main Street and west of DNT. The second phase of the contract is an alignment study of the reuse water line to determine the best alignment from the Panther Creek WWTP to the existing reuse water line on Teel Parkway at The Trails Golf Course.

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

Task 1 Analysis of the required operation of reuse water from Panther Creek WWTP and determine the necessary short term capital improvements
Task 2 Alignment study of the reuse water line from Panther Creek WWTP

The cost of the Agreement for Basic Services totals $94,839. It is anticipated that the study will be completed by November 2012.

Alternatives: City Council could consider the following alternatives:

- Approval of a Resolution
- Deny approval of the Resolution

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

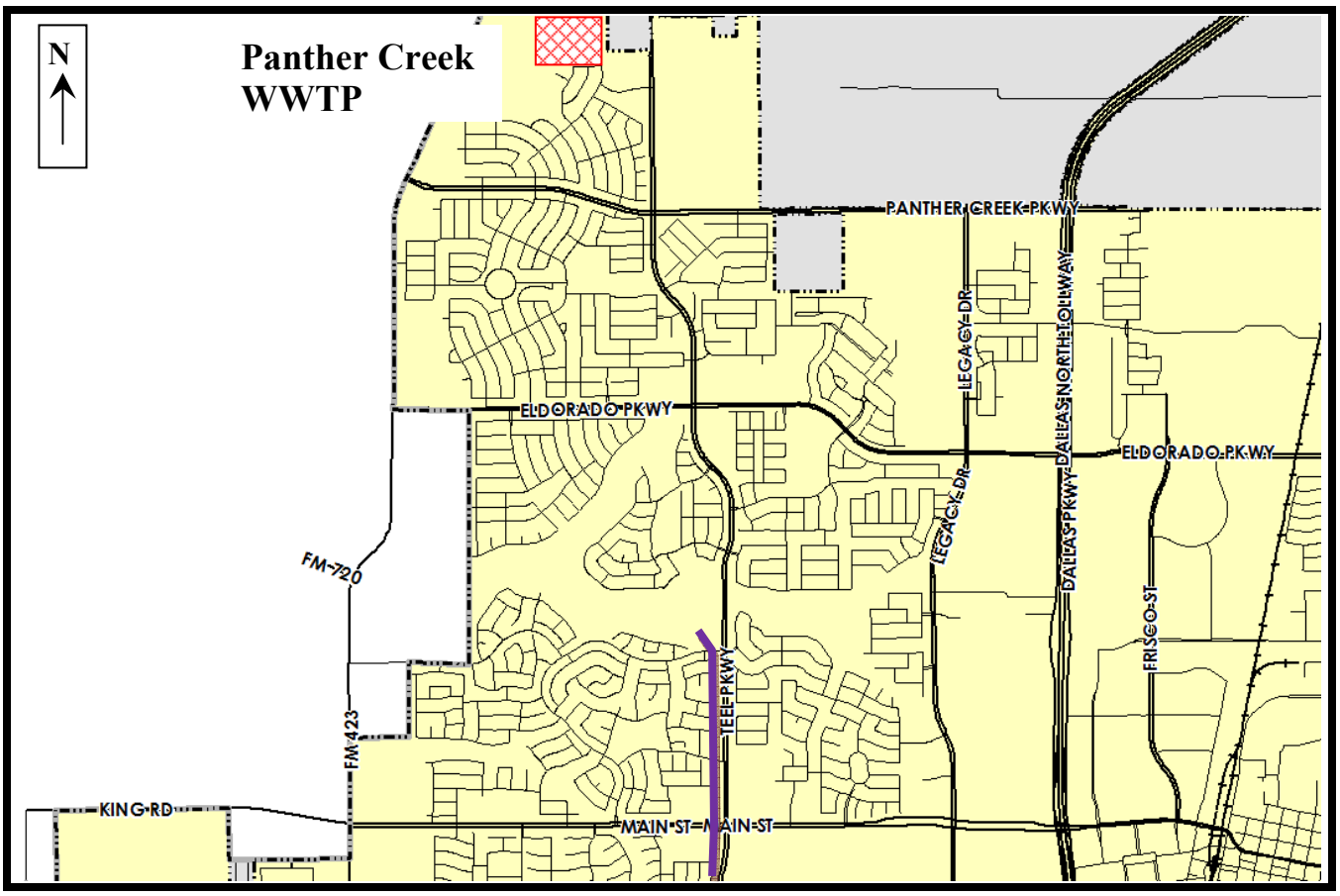
Legal Review: The Professional Services Agreement has been reviewed and approved by the City Attorney.

Supporting Documents: Supporting documents include the following items:

- Project Location Map
- Resolution
- Professional Services Agreement

Staff Recommendation: Staff recommends approval of the resolution.

Professional Services Agreement
Freese and Nichols, Inc.
Panther Creek Reuse Water Line
April 17, 2012



Panther Creek WWTP Location

Existing Reuse Water Line

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: **Panther Creek Reuse Water Line (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 Panther Creek Reuse Water Line 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.

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 Ninety Four Thousand Eight Hundred Thirty Nine and 00/100 Dollars ($94,839.00), 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. 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 00/100 Dollars ($0.00) 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.)	$ 125.00 - $ 200.00
--	ENGINEER (E.I.T.)	$ 100.00 - $ 140.00
--	GIS ANALYST	$ 55.00 - $ 145.00
--	TECHNICIAN	$ 60.00 - $ 130.00

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:

Jeff Payne, 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
City of Frisco, Texas

By: _____
George Purefoy
Title: City Manager

CONSULTANT
Freese and Nichols, Inc.

By: _____
Title: PRINCIPAL

APPROVED AS TO FORM:

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

STATE OF TEXAS:

COUNTY OF COLLIN:

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

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

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

STATE OF TEXAS:

COUNTY OF Dallas:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Tricia H. Hatley 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 11th DAY OF April, 2012.

Cheryl Goodell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: Sept. 5, 2012

CHERYL GOODELL
MY COMMISSION EXPIRES
September 5, 2012

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City) and Freese and Nichols, Inc. (Consultant) for Panther Creek Reuse Water Line (Preliminary Engineering)

I. PROJECT DESCRIPTION.

The project involves preliminary engineering for the proposed Panther Creek Reuse Water Line that will connect the existing Reuse Pump Station at the Panther Creek Wastewater Treatment Plant (WWTP) to the City's existing 24" reuse system at or near the intersection of Teel Parkway and Trails Parkway. This Scope of Services is based upon the City providing the latest GIS shape files 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

A. 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 - Panther Creek WWTP Reuse Analysis & Short Term CIP

1.1 Consultant will conduct a kickoff meeting with the City to discuss data needed for the analysis and alignment study, review scope and discuss schedule.

1.2 Consultant will analyze daily flows to the Panther Creek WWTP over the past three (3) years and hourly flows for selected days during that time period to calculate current available effluent for the reuse system. Consultant will utilize 5-year flow projections for the Panther Creek WWTP to calculate additional effluent available short term.

1.3 Consultant will obtain a list of the four (4) potential customers and available demand information on proposed reuse customers from the City. The City will provide information on existing potable customers' connections to the potable water system and potential timing of proposed customers' connections to the reuse system. Consultant will calculate reuse demands for potential customers in the area to be served by the Panther Creek WWTP reuse pump station. FNI will develop a typical weekly demand schedule for these four customers.

1.4 Based on existing pump curve information provided by the City, Consultant will analyze the existing pumps for their adequacy to supply the proposed short term reuse system. Consultant will add the existing Panther Creek pumps to the model and determine operating capacity based on connection to the reuse system. Consultant will evaluate head and flow requirements for pumps at the Panther Creek reuse pump station if the existing pumps are not adequate. If they are adequate, Consultant will summarize the expected capacities from these pumps.

1.5 Consultant will analyze the need for and timing of ground and elevated storage in the system to maximize the number of customers that can be served with the existing WWTP capacity, develop costs for the storage and determine advantages and disadvantages.

1.6 Consultant will determine the required size of the Panther Creek Main Reuse Line and Pump Station based on projected buildout wastewater flows to the Panther Creek WWTP from the 2008 Water and Wastewater Master Plan and the expected available capacity during the summer.

1.7 Based on the hydraulics and evaluation of the existing pump station, Consultant will develop short term operational recommendations on how the pump station and determine if/when the Panther Creek reuse system will be connected to the Stewart Creek reuse system. The memorandum will discuss the sizing of the proposed Panther Creek line and identified customers. This analysis and any resulting recommendations will be summarized in a technical memorandum.

1.8 Consultant shall provide three (3) hard copies of the memo describing the pumping analysis to the City at least one week prior to the review meeting.

1.9 Consultant shall conduct one (1) review meeting with City staff to discuss the memorandum. After this meeting, the consultant will update the technical memorandum with the City's review comments and finalize the memorandum. Consultant will provide five (5) hard copies of the memo and an electronic PDF.

B. Task Two - Panther Creek Alignment Study

Upon completion of Task 1 and the City's acceptance of the study memo, Consultant shall perform an alignment study for the Panther Creek re-use line. Specifically, the Consultant shall;

2.1 Consultant shall obtain As-Built plans for roadway, storm sewer, water and sanitary sewer from the City in the project area shown on the attached Panther Creek Reuse Exhibit.

EXHIBIT "A"
SCOPE OF SERVICES

2.2 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:

2.2.1 Existing water and/or wastewater master plan;
2.2.2 Existing reuse master plan;
2.2.3 Existing zoning maps;
2.2.4 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;
2.2.5 Existing locator maps and plans for future franchise utilities;
2.2.6 Existing maintenance and/or inspection records;
2.2.7 City of Frisco Engineering Design Standards, Construction Specifications, and Standard Construction Details for water, sanitary sewer, drainage, and subgrade;
2.2.8 North Central Texas Council of Governments (NCTCOG) water and wastewater construction specifications and addenda; and
2.2.9 Texas Commission on Environmental Quality (TCEQ) rules/regulations
2.2.10 Property lines and right-of-way.

2.3 Consultant shall obtain plans on ongoing design work adjacent to the Project.

2.4 Consultant shall request existing plans from utilities regarding existing power, telephone, cable television, long distance communications and natural gas.

2.5 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.

2.6 At the conclusion of the meeting with City, Consultant shall begin preliminary engineering on the project.

2.7 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.

2.8 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 reuse pipeline are encumbered by existing utilities. No Subsurface Utility Engineering will be performed under this scope of services.

2.9 Based upon the potential customers identified in Task 1 of this Scope of Services, Consultant shall then develop up to three (3) schematic-level alignments for the main reuse line and the reuse line to potentially supply Newman Village development. The attached exhibit titled "Proposed Panther Creek Reuse Water Line Route Study" shows the lines as shown in the current re-use master plan, however the three alignments may or may not follow these general limits shown. These alignment options and corresponding easement limits required will be added to the property map. 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. Finally, Opinions of Probable Construction Cost will be developed for each alignment option to include analysis between trenched and trenchless methods. All of the analysis will be summarized in a technical memorandum.

2.10 Consultant shall provide three (3) hard copies of the property map, one electronic file of the property map, and summary 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.

EXHIBIT "A"
SCOPE OF SERVICES

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

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

1. **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.

V. DELIVERABLES.

A. **Required Deliverables** – At the completion of Tasks 1 and 2, Consultant shall ensure the delivery of the following products to the City:

1. **Deliverable #1** – Reuse System Analysis Memorandum

2. **Deliverable #2** – Alignment Selection Memorandum

EXHIBIT "A"
SCOPE OF SERVICES

VI. PROJECT LABOR ALLOCATION.

Task	Subtask	Labor Hours
TASK 1	Panther Creek WWTP Reuse Analysis & Short Term CIP	224
TASK 2	Panther Creek Alignment Study	391
GRAND TOTAL		

VII. ATTACHMENTS.

A. NONE

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 Panther Creek Reuse Water Line (Preliminary Engineering)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
April 17, 2012	--	City Council approval of a Resolution authorizing the City Manager to execute the Agreement; City issues Notice to Proceed to Consultant.
May 1, 2012	--	Consultant's receipt of fully executed Agreement.
Aug. 1, 2012	**$40,232.00**	**Task One, Panther Creek WWTP Reuse Analysis & Short Term CIP** (Task Completed and all task-related deliverables completed as stated in Exhibit "A" and accepted by the City).
Nov.1, 2012	**$54,607.00**	**Task Two, Panther Creek Alignment Study** (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)		**$94,839.00**

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

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

1. Description of Basic Services.

1.1	Task One, Panther Creek WWTP Reuse Analysis & Short Term CIP	$ 40,232.00
1.2	Task Two, Panther Creek Alignment Study	$ 54,607.00

2. *Subtotal, Basic Services (Lump-Sum Basis)* *$ 94,839.00*

B. Direct Expenses.

1. *Subtotal, Direct Expenses (Not-to-Exceed).* *$0*

Grand Total, Consultant's Fee (Lump-Sum Basis) ***$94,839.00***

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.

C. 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.

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

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

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

EXHIBIT "E"
CITY OF FRISCO CONTRACTOR INSURANCE GUIDELINES

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

EXHIBIT "F"
AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF Dallas §

I, Tricia H. Hatley, a member of the Consultant team, make this affidavit and hereby on oath state the following:

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

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

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

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

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

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

_____ Other: _____.

✓ None of the Above.

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

Signed this 11th day of April, 2012.

Tricia H. Hatley / PRINCIPAL
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Tricia H. Hatley 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 11th day of April, 2012.

CHERYL GOODELL
MY COMMISSION EXPIRES
September 5, 2012

Cheryl Goodell
Notary Public in and for the State of Texas
My commission expires: Sept. 5. 2012

EXHIBIT "G"
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

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

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

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

N/A

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

None

7

Signature of person doing business with the governmental entity

4-11-12
Date

Amended 01/13/2006

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., TO PERFORM ENGINEERING SERVICES FOR PANTHER CREEK REUSE WATER LINE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: The City Manager of the City of Frisco, Texas is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, a Professional Services Agreement by and between the City of Frisco, Texas and Freese and Nichols, Inc., to perform engineering services for Panther Creek Reuse Water Line, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ DAY OF _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page, City Secretary

AGENDA ITEM #23.

PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **April 11, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order with Convergint Technologies to Replace Digital Video Recorder and Cameras at the Frisco Police Detention Center.**

Action Requested: City Council approval of a purchase order with Convergint Technologies to replace digital video recorder and cameras at the Frisco Police Detention Center, in the amount of $24,942.

Background Information: Purchase made through an interlocal agreement with The Cooperative Purchasing Network (TCPN). Project will include the replacement of one DVR, two monitors and thirteen cameras located at the Frisco Police Detention center, 9 of which are replacements and 4 additional cameras for better coverage. This project will also include a purchase order to Dell Computers, the City's contracted computer vendor, for the purchase of the computer to operate the system. The Dell purchase order will be in the amount of $1,302.

Board/ Citizen Input: N/A

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

Financial Considerations: Funds are available through the amended Police Department FY 2012 operating budget.

Legal Review: N/A

Supporting Documents: Department memos, TCPN quote and contract.

MEMORANDUM

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

FROM: **Darren M. Stevens, Deputy Chief**

SUBJ: **Detention Center Camera System Upgrade and DVR Purchase**

DATE: **April 6, 2012**

On January 23, 2012 the Police Department met with the Information Technology Department's Steering Committee to discuss needed upgrades to the Detention Center's camera system. The system in place has been aging since occupying the building in October 2006 and along with increasing down times and maintenance costs, the system has shown to lack some camera coverage in areas needing it. After assessing the matter, the Steering Committee provided their recommendation that the Department conduct the necessary research to begin upgrades to the system.

Attached to this memorandum you will find a proposed quote (2010421070) from Convergint Technologies, a member of The Cooperative Purchasing Network (TCPN) under contract number R4789, and a quote from Dell Online. These quotes have been reviewed by both the Police Department and the IT Department, and they concur this proposal provides the upgrades needed at this time within the scope of the funding that was made available. Within this proposal, the key components being added or enhanced are as follows:

- Computer to operate the system
- DVR
- Two (2) 24 in. monitors
- Four (4) IP exterior cameras
- Four (4) IP interior cameras
- Five (5) analog cameras.

The total cost for the proposed upgrade is $26,244.21. This includes $1,302.14 to Dell for a computer to operate the system and $24,942.07 to Convergint for all other technology and labor related to the upgrade. These enhancements should provide the camera coverage needed at this time to not only enhance safety, but to also document occurrences which will assist in court prosecution. Staff recommends award of the above quotes to both Dell and Convergint respectively. Funding for this project exists in 13032326-79440.

Please prepare this item for presentation to Council on the next available agenda.

MEMORANDUM

TO: Darren Stevens, Deputy Chief

FROM: Tim Grix, Detention Supervisor TG

SUBJ: Detention Center DVR/Camera Replacement Purchase

DATE: March 29, 2012

On January 23, 2012, a proposal was presented before the Project Steering Committee to replace the existing Digital Video Recorder and numerous cameras that were malfunctioning. After receiving approval from the Committee, vendors were contacted for quotes on the scope of work needed. The quotes included replacing the Digital Video Recorder; Dell Computer, interior and exterior cameras, cabling and repositioning/refocus some existing cameras to better suit the needs of the Police Department.

The vendor best suited to perform the scope of work required has been identified as Convergint Technologies. Convergint Technologies is a member of The Cooperative Purchasing Network (TCPN) and their contract number is R4789. The computer required for this project will be purchased from the City approved vendor. This vendor has been identified as Dell Computer Corporation.

The projected cost for this project is $26,244.21. The breakdown between the two vendors is shown below.

Convergint Technologies - $24,942.07
Dell Computer Corporation - $1,302.14

Request this item be placed on the next City Council agenda for approval.

Convergint TECHNOLOGIES
Making a Daily Difference

Security Proposal

Date: March 22, 2012

Quotation: 2010421070

To: Frisco Police Department
7200 Stonebrook Pkwy
Frisco, TX 75034-5713

Project: Pelco Video Upgrade Rev1

FOB Shipping Point

Attn: Gerry Burns

From: Convergint Technologies LLC

Glen MacPherson
glen.macpherson@convergint.com
Mobile: (214) 837-7838
Direct: (469) 568-7900
Fax: (469) 568-7901

Billed Upon Storage Billed Progressively

Official TCPN Contract Holder
CONTRACT #R4789

Convergint Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30.

Security System Scope of Work

Convergint Technologies has prepared this proposal for the Video Surveillance enhancements required at the Frisco Detention Center. This includes a new Digital Video Recorder, interior and exterior cameras, cabling, and labor. Three hours labor included for focus and repositioning of existing analog cameras.

1 New Video Recorder - The site supervisor will identify 32 analog cameras to be transitioned to the new recorder. The seventy eight analog images routed through the existing matrix and touch screen will remain in place, however, the 32 channels chosen to be recorder will be looped through the new recorded and patched back into the matrix.

2 New Video Monitors - The two 24 inch monitors will be placed on the Command Center desk for connection to the client PC to be provided by Frisco IT department. Convergint will provide a POE 8-port switch to manage the new IP cameras and the new Video Recorder to help minimize the impact streaming video would have on the business network.

4 New IP Exterior Cameras - Two existing PTZ cameras will be relocated from the parking lot, replacing the defective ones in the West Parking and Main Lobby. Four new IP domes will be installed in the parking lot using Ethernet to Coax converters at the poles and in the rack.

4 New IP Interior Cameras - Four new IP domes with built in microphones will be installed with new CAT5e cabling at the Booking Counter, Lobby, Drunk Tank, and the Security Vestibule.

5 New Analog Cameras - New analog domes to replace the defective existing analog dome cameras in critical areas.

Alternates

-

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergint Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal includes TCPN participation.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergint Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Yes	No	Description
✓		Material (listed on the BOM)
	✓	Freight (prepaid)
	✓	Applicable Taxes
✓		One-Year Warranty on Parts
✓		One-Year Warranty on Labor
	✓	Low Voltage Permits
	✓	Electrical Installation Permit
	✓	Engineering and Drawings
✓		Record Documentation (As-Built)
✓		System Programming
✓		Project Management
✓		Mounting/Termination of Proposed Devices
✓		Testing of all Proposed Devices
✓		Operations & Maintenance Manuals
✓		Owner Training
	✓	System Meets Plans/Drawings
✓		System is Design-Build
	✓	Payment & Performance Bonds
✓		Installation of Wire and Cable
	✓	Installation of Conduit and Boxes
	✓	Installation of Wire Hangers
	✓	Specialty Back Boxes

Yes	No	Description
	✓	Installation of Specialty Back Boxes
	✓	Connection to Building Fire Alarm Panel
	✓	Installation & Power of Control Panels
✓		Installation & Power of CCTV Cameras
	✓	Installation & Power of Intrusion Panels
	✓	Installation & Power of Intercom System
✓		Installation & Power of Video Recorders (DVR/NVR)
	✓	120 VAC Power Receptacles
	✓	Lifts and Hoists
	✓	Floor Coverings for Lifts and Hoists
	✓	Fire Stopping (Excludes Existing Penetrations)
	✓	Patching and Painting
	✓	Electrified Door Locking Hardware
	✓	Additional Lighting Requirements for Cameras
	✓	Ceiling Tiles and Ceiling Grid Repairs
	✓	On-Site Lockable Storage Facility
	✓	Vertical Core Drilling
	✓	Horizontal Core Drilling
✓		Servers by Convergint
	✓	Servers by Others
	✓	Workstations by Convergint
✓		Workstations by Others

Convergint Technologies LLC
2304 Tarpley Rd
Suite 124
Carrollton, TX 75006-2347
(469) 568-7900 Fax (469) 568-7901

Frisco Detention Center 2010421070

No	Qty	Part	Description	Unit Price	Ext. Price
			Video Head End Components		
1	1	DSSRV-030-US	2 RU DS Network Video Recorder 3TB US Power	$4,094.67	$4,094.67
2	2	ENC5416 H.264	16CH H.264 Direct attach Encoder	$1,480.00	$2,960.00
3	1	ENC5400-2PORT	2 Port Host Card	$133.20	$133.20
4	2	PMCL524FL	24 INCH LCD MONITOR LED BACKLIGHT	$817.68	$1,635.36
			Camera Components		
			Exterior IP Cameras		
5	4	IM10DN10-1E	Sarix™ IM-E Network Fixed Outdoor Vandal Resistant Mini dome Camera 1.3 MegaPixel Day Night Vari-focal Lens 2.8-10mm Light Gray Clear dome With Liner	$695.60	$2,782.40
6	4	WMVE-SR	Wall Mount Vandal Resistant 1.5 Inch NPT Cool Light Gray For Sarix™ Series IE, IM-V, IM-E, Others	$44.40	$177.60
7	4	IM-VEPM	Pendant Mount for Sarix™ IM-V IM-E Lt Gray	$54.27	$217.08
8	4	IM-VESM	Surface Mount Ring For Sarix™ IM-V IM-E Lt Gray	$29.60	$118.40
			Interior IP Cameras		
9	4	FD7131	Indoor IP Vandal Dome with LED 2.4-4mm	$304.00	$1,216.00
			Analog Cameras		
10	5	CDC3520IRVA	High Security, Die Cast Alum, Surface Mount Dome, 1/3" Color, 9-22mm Varifocal, 540 TVL, 24 LEDs with 65ft IR Range, 0.3 Lux, 0 Lux, Three Axis, Focus, Zoom & DC Iris External Adjustments, High Impact Polycarbonate, AC24V	$249.33	$1,246.65
			Cabling and Other Considerations		
11	1	CAT5E	CAT5e cable for Network Cameras	$237.33	$237.33

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Frisco Detention Center 2010421070

No	Qty	Part	Description	Unit Price	Ext. Price
12	1	GS110TP	POE Switch; ProSafe 8 port Smart Switch w 2 G Bit	$358.67	$358.67
13	2	NV-EC1701-KIT2	2 - Camera EoC Transmission System; (3) NV-EC1701 & (1) NV-PS48-60W, (1) NV-BNCT	$985.60	$1,971.20
			Equipment Total		$17,148.56
			Installation		$7,793.51
			Total		$24,942.07

Project Investment

Total Project Investment: **$24,942.07**

Thank you for considering Convergint Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

Convergint Technologies

Glen MacPherson

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)	Date
Authorized Signature	Printed Name/Title

Convergint TECHNOLOGIES

Terms and Conditions

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergint Technologies LLC", "Convergint Technologies LP" or "Convergint Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergint and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergint and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergint provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

Convergint TECHNOLOGIES

Terms and Conditions Continued

SECTION7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence /aggregate
Commercial General Liability	$1,000,000 per occurrence/aggregate
	$2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergint hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILTY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergint. Convergint shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint.

SECTION9. COMPLIANCEWITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing the Work. Convergint agrees to comply with all reporting requirements imposed by law or this Agreement. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

TCPN®
The Cooperative Purchasing Network

March 14, 2011

Convergint Technologies
Attn: Mr. Ben Neikirk,
Vice President of Operations
1420 N Sam Houston Parkway E
Suite 190
Houston, TX 77032

Re: Renewal Award of TCPN Annual Contract # R4789

Dear Mr. Neikirk:

The Cooperative Purchasing Network (TCPN) is pleased to announce that Convergint Technologies has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on May 22, 2007, and subsequent performance thereafter:

Contract

Security System Provider

The contract will expire on May 31, 2012, completing the fifth and final year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Convergint Technologies and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact Matthew Mackel at the TCPN office at 713-744-6349.

Sincerely,

Jason Wickel
TCPN Director

TCPN
The Cooperative Purchasing Network
7145 West Tidwell ~ Houston, Texas 77092-2096
Phone (713) 744-6356 ~ Fax (713) 744-0648 ~ Toll-free (888) 884-7695 ~ Toll-free fax (800) 458-0099
Website: www.tcpn.org ~ E-mail: tcpn@tcpn.org

Publication Date: April 26, 2007

Submittal Deadline: May 22, 2007 @ 2:00 pm CDT

Questions regarding this RFP must be submitted in writing no later than May 17, 2007. Answers will be posted to our website, www.tcpn.org

Request for Proposal (RFP) for a Security Systems Provider

RFP No. 07-10

Convergint TECHNOLOGIES

Ben Neikirk
1420 N. Sam Houston Parkway East
Houston, Texas 77032
832-327-3700

Convergint TECHNOLOGIES

May 22, 2007

The Cooperative Purchasing Network
7145 W. Tidwell
Houston, TX 77092-2096

Reference: Closed Circuit Security Monitoring System RFP

Dear Ms. Tracee Metterle,

Convergint Technologies is very pleased to submit our proposal for our contract renewal with TCPN. Over the past few years we have enjoyed being part of the TCPN and look forward to renewing our contract status. We are excited about being part of the TCPN network in providing security systems for government facilities.

Convergint Technologies is a Systems Integrator specializing in Life Safety and Security Solutions. It is not by chance that a large majority of our satisfied clients are already subscribers to TCPN. We at Convergint Technologies have established a very solid partnership with many school districts and municipalities in the Texas marketplace. We intend to market our partnership with TCPN to its fullest potential and hope to grow our business together.

Locally in Texas, Convergint Technologies will exceed 25 million dollars in sales for fiscal 2007. As a company overall we will exceed 100 million dollars in sales for fiscal "07". We have a very strong parent company in Honeywell Corporation as our financial partner. Honeywell allows Convergint Technologies to be one of the largest independent national systems integrator with the ability to have over 50 million dollars in bonding capacity. This allows Convergint to take on any job big or small.

Please take the time to review our proposal in detail. I am confident after your review you will see that Convergint Technologies has put together a very comprehensive offering for the TCPN network. If there is anything we have omitted or have not addressed please let us know as soon as possible so we can correct our response.

Please let me know if you have any additional questions, we look forward to meeting with you to discuss our proposal.

Sincerely,

Convergint Technologies, LLC

Ben Neikirk
Vice President of Operations
1420 N. Sam Houston Parkway East
Suite 190
Houston, Texas 77032
832-327-3700

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TCPN
The Cooperative Purchasing Network
7145 West Tidwell ~ Houston, Texas 77092-2096
Phone (713) 744-6356 ~ Fax (713) 744-0648 ~ Toll-free (888) 884-7695 ~ Toll-free fax (800) 458-0099
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Request for Proposal (RFP)
for a
Security Systems Provider

RFP No. 07-10

NOTICE TO BIDDERS

It is the intention of TCPN to establish annual contracts to satisfy the needs of participating government entities for a **Security System Provider.** This contract will enable the agencies to purchase services on an "as needed" basis from a competitively awarded contractor. Bidders are requested to submit a proposal for offering their total line of available services. **Bidders are encouraged to offer any product or service that they currently perform in their normal course of business.**

Any questions concerning this RFP must be submitted in writing and answers will be posted at www.tcpn.org.

Proposals shall be received no later than the deadline in the offices of the director of The Cooperative Purchasing Network (TCPN). Immediately following the deadline, proposals will be opened and the respondents listed. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted proposals cannot be accepted. Proposal shall be plainly marked with the name of the proposal and the opening date and time. Two (2) bound original proposals and one (1) electronic copy shall be provided. For additional information please contact Tracee Metterle in the TCPN office at (713) 744-6356 or (888) 884-7695.

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Introduction

The Cooperative Purchasing Network (TCPN)

TCPN is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the States of Texas, Arizona, Arkansas, New Mexico, and Oklahoma. Select contracts are available nationally.

Participation in TCPN is not required of any governmental agency. However, participation of government agencies can provide the legally required competition for contracts for commonly purchased products and services, thereby saving the individual government agency the cost of going through the competitive process. Vendors benefit as well. If a vendor is awarded a TCPN contract, the vendor avoids the time and expense of going through the competitive process for each individual participating government agency.

Purpose of TCPN

- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Assist government agencies in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

Customer Service

- Support groups for government agencies must be "customer service oriented." Purchasing and materials management must be able to respond to user needs in a manner that satisfies the needs of the agency. TCPN staff is available to end users for guidance in making purchasing and contracting decisions.
- By establishing contracts for many commonly purchased items, TCPN provides a way for government agencies to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TCPN also helps vendors by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TCPN

- TCPN does not charge any fees to participating government agencies.
- The total cost of the TCPN program is funded through an administrative fee paid to TCPN by the participating vendors. The fee is based on actual vendor sales.

Purchasing Procedures

- Contracts are established through open competition as prescribed by the laws of the States of Texas.
- Purchase orders are issued by participating governmental agencies to the Vendor. Purchase orders are sent to TCPN where they are reviewed and edited by TCPN and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.
- TCPN/Region 4 ESC is a "local governmental agency" as defined by State of Texas statute.
- TCPN/Region 4 ESC and Mary C. O'Brien Accommodation School are "public agencies" as defined by State of Arizona statute.
- TCPN/Region 4 ESC is an "external procurement unit" as defined by State of New Mexico statute.
- TCPN/Region 4 ESC is an "external procurement activity" as defined by State of Arkansas statute.

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INSTRUCTIONS TO BIDDERS

TCPN Request for Proposal (RFP) Documents

TCPN RFP documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with TCPN for the purpose of receiving addenda.

Submission of Proposals

- TCPN will only accept sealed bids and/or proposals. Faxed or electronically transmitted proposals cannot be accepted because the processes do not provide for the delivery of a sealed proposal.
- Sealed proposals may be submitted on any or all items, unless stated otherwise. TCPN reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TCPN and to waive any informality in the proposal process.
- Proposals shall be submitted as stated in the Instructions to Bidders. Deviations to any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the vendor and shall be included with the proposal.
- Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the opening date will be permitted.
- Questions must be submitted in writing and answers will be posted on the TCPN website.
- Addenda, if required, will be issued by TCPN to all those known to have received a complete set of RFP documents. The vendor shall acknowledge on the Signature Form the number of addenda received. Vendors are responsible for notifying TCPN if they have received a copy of the proposal.
- Vendors not submitting proposals are requested to notify TCPN if they wish to receive RFP documents in the future. Failure to do so may result in being deleted from the TCPN prospective bidder list.
- Two (2) bound and signed copies of the proposals shall be provided. One (1) electronic copy will also be provided to TCPN.

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EVALUATION AND AWARD OF PROPOSALS

- In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible offeror(s) whose proposal(s) is/are determined in writing to be the most advantageous to TCPN and its members. TCPN reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

- **Competitive range:** It may be necessary for TCPN to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

- **Deviations and exceptions to requirements:** Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's proposal being disqualified. It is the intent of TCPN to award a manufacturer's complete line of products, when possible and advantageous.

- **Evaluation of proposals:** A committee will review and evaluate all proposals and make a recommendation to the Region 4 Education Service Center for award of contracts. TCPN will base a recommendation for contract award on several factors, each factor being assigned a point value based on its importance to the successful achievement of the objective of the contract. The factors, which will be considered in the award, are as follows:

    1. **References for local government entities and with a purchasing cooperative program (10 points).**
        - Local government agencies within the past 5 years.
        - Successful cooperative purchasing programs for local government agencies.
    2. **Ability to provide and perform the required services for the contract (45 points)**
        - Project Delivery within specified parameters time to the entity.
        - Project Approach to the various programs.
        - Experience and Qualifications.
    3. **Technology for supporting the program (15 points)**
        - Electronic suitability for the entity's needs.
        - Quality of vendor's technology for TCPN Members.
    4. **Pricing factors as determined by TCPN using a market basket study of randomly selected items (25 points).**
        - Overall Cost of Program
        - Pricing as determined by the proposals submitted
        - Pricing may also be determined based upon usage and coverage.
    5. **Applicable and additional product services to offer TCPN's participating agencies and ability to market this program to the 48 continental states. (5 points)**
        - Other products and services that will enhance and add value to this contract to TCPN participating agencies. These options will be considered and evaluated. TCPN reserves the right to accept any or reject additionally proposed services or products in the best interests of TCPN and it participating members.

- **Formation of contract:** A response to this solicitation is an offer to contract with TCPN based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract unless and until it is accepted by TCPN. A contract is formed when TCPN's authorized administrator signs the Signature Form and Region 4 ESC

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approves the contract. The offeror must submit a signed Signature Form, need for a formal signing of a separate contract.

- **Multiple awards:** TCPN has a large number and variety of potential using government entities and agencies at locations throughout Texas, Arizona, Arkansas, New Mexico, and Oklahoma. In order to assure that any ensuing contracts will allow TCPN to fulfill current and future requirements, TCPN reserves the right to award contracts to multiple vendors. The actual use of any contract will be at the sole discretion of TCPN members. The fact that TCPN may make multiple awards should be taken into consideration by each offeror. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with TCPN.

- **Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of TCPN members. TCPN and its membership reserve the right to obtain like goods and services from another source when necessary.

- **Past performance information:** Past Performance Information (PPI) is relevant information regarding a vendor's actions under previously awarded contracts to schools, local, state or federal agencies; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

- **Responsive proposals:** To be considered responsive, a proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

- **Weighted evaluation:** A point system may be used to evaluate proposals. TCPN reserves the right to assign any number of point penalties it considers warranted if a vendor stipulates exceptions, exclusions, or limitations of liabilities. Any offeror scoring 0 (zero) in any required area may be considered non-responsive. Extra points will not be assigned to an offeror submitting a higher quality item than that designated in this solicitation.

Minority and women business enterprise (MWBE) and (HUB) participation

It is the policy of some TCPN participants to involve minority and women business enterprises and Historically Underutilized Businesses Enterprises (HUB) in the purchase of goods and services. Vendors shall indicate on the proposal form whether or not they are an M/WBE.

OPEN RECORDS POLICY

TCPN/Region 4 ESC is a government body subject to the Texas Public Information Act. Responses submitted to TCPN as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of Attorney General (OAG). TCPN must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Vendor are not acceptable. TCPN shall comply with the opinions of the OAG. TCPN assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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SPECIFICATIONS

Specifications may be those developed by TCPN and its participants or by the Manufacturer to represent items of regularly manufactured products. TCPN specifications have been developed by TCPN technical committees to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TCPN, are to be considered informative to give the vendor information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

CERTIFICATION OF RESIDENCY (REQUIRED BY THE STATE OF TEXAS)

The State of Texas has a law concerning non-resident Vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for TCPN to determine the residency of its vendors. In part, this law reads as follows:

Section: **2252.001**

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a Vendor whose ultimate parent company or majority owner has its principal place of business in this state."

Section: **2252.002**

"A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a responsible bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

FELONY CONVICTION NOTICE (REQUIRED BY THE STATE OF TEXAS)

State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

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PROPOSAL FORMAT

Bidders shall provide Proposals in a three-ring binder or report cover using standard size paper, clearly identified with the company name and the name of the RFP being responded to on the outside front cover and vertical spine. Tabs should be used to separate the proposal into sections, as identified below. Responses should be direct, concise, complete, and unambiguous. Offerors failing to organize proposals in the manner requested will be suggesting to evaluators that they are unable or unwilling to follow reasonable suggestions.

Section Name

Tab 1 - Vendor Contract and Signature Form (includes General & Specific Terms and Conditions)

Tab 2 - Vendor Profile Questionnaire

Tab 3 - Value Added Services Description– if applicable

Tab 4 - Marketing Plan – (See General Terms & Conditions)

Tab 5 - References – (See Section M. of "Instructions to Bidders")

Tab 6 - Product Information

Tab 7 - Certificates (ex. manufacturer certifications, MWBE, HUB) – if applicable

Tab 8 - Price and Product Specifications Matrix (details may be in a separate binder, if lengthy)

Tab 9 - Supplementary catalogs and consumer information (may be in separate binder) – if applicable

Tab 10 – Other services offered under this contract – if applicable.

Paper and Electronic Price Lists if Applicable

- Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item.
- Paper and magnetic media price lists, if required, must contain the following:

  Manufacturer part #
  Vendor part # (if different from manufacturer part #)
  Product description
  Manufacturers Suggested List Price and Net Price
  Net price to TCPN (including freight)

Electronic price lists must clearly be identified/labeled by including the vendor name, name of the RFP, and date. These must be placed in a plastic protective pouch. Electronic price lists shall be in Microsoft Excel.

References

Provide at least five (5) government customer references for product and services of similar scope dating within the past 5 years. Provide the following information for each reference:

- Government Name
- Contact Name and title
- City and State
- Phone numbers
- Years serviced Number of facilities serviced and Services or products provided by annual dollar volume.

Vendor will provide updated references upon request by TCPN or its member agencies.

Vendor Certifications

Vendor certifications will include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

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VENDOR CONTRACT

Between Convergint Technologies LLC and

THE COOPERATIVE PURCHASING NETWORK (TCPN)

For a

Security System Provider

The following pages will constitute the contract between the successful vendors(s) and TCPN. Bidders shall state, in a separate writing, and include with their response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Cooperative Purchasing Network, (hereinafter referred to as "TCPN") a government cooperative purchasing program sponsored by Region 4 Education Service Center, having its principal place of business at 7145 West Tidwell, Houston, TX 77092-2096 and Convergint Technologies LLC.

This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

GENERAL TERMS AND CONDITIONS

1. **Freight (if applicable)**

   All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

2. **Warranty conditions**

   All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

3. **Customer support**

   The Vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TCPN staff regarding products and services supplied by the Vendor if required.

4. **Contracts**

   All contracts and agreements between a Vendor and a TCPN participant shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised and adopted by the state in which the transaction occurs.

   Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government agencies.

5. **Tax exempt status**

   All Texas government agencies participating in TCPN are exempt from payment of taxes under Chapter 20, Title 122A of the Revised Civil Statutes of Texas, for the purchase of tangible personal property. Laws of other states shall apply within those states.

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Arizona tax requirements

Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales and are the responsibility of the seller to remit. Failure to remit taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes damages and interest. If applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment Compensation insurance, Social Security and Worker's Compensation.

IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity. (This is required for any public agency in Arizona.

Knowing the tax laws in other states is the responsibility of the vendor.

6. **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TCPN. Payment can only be made to the awarded Vendor. Vendor is required to notify TCPN when any material change in operations that may adversely affect TCPN's members, whether perceived or actual, i.e. bankruptcy, change of ownership, merger, etc.

7. **Disclosures**

Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

8. **Renewal of Contracts**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor the administrative fee for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not. If the full four (4) extensions are authorized an agency may utilize this contract for a maximum of 5 years.

9. **Funding out clause.**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the Entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the Entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the Entity to obtain appropriate funds for payment of the contract.

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10. Ordering Procedures

Purchase orders are issued by participating agencies to the Vendor per TCPN contract. Participating agencies must send purchase orders to TCPN, unless otherwise stipulated by TCPN. TCPN will review and forward orders to the Vendor within one working day. Confirmation of receipt of order may be requested.

11. Shipments (if applicable)

The Vendor shall ship ordered products within 2 days (48 hours) after the receipt of the order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that time, the Vendor shall notify TCPN as to why the product has not shipped and shall provide an estimated shipping date, if applicable. The participant may cancel the order if estimated shipping time is not acceptable.

12. Invoices

The Vendor shall submit invoices, in duplicate, to the TCPN participant. Each invoice shall include the TCPN participant's purchase order number. The shipment tracking number or pertinent information for verification of TCPN participant receipt shall be made available upon request. The Vendor shall not invoice for partial shipments unless agreed to in writing in advance by TCPN and the TCPN participant. This is to apply unless an alternative method is mutually agreed upon by the TCPN participant and the vendor.

13. Payments

The TCPN participant will make payments directly to the Vendor.

14. Pricing

The Vendor agrees to provide pricing to TCPN and its participating governmental agencies that are the lowest pricing available to similar customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TCPN of an increase.

All pricing submitted to TCPN shall include the two percent (2%) participation fee based upon what is paid to the vendor to be remitted to TCPN by the Vendor. It is the vendor's responsibility to keep all pricing up to date and on file at TCPN. All price changes shall be presented to TCPN using the same format as was accepted in the original proposal.

15. Administrative Fees

TCPN will invoice the Vendor on a monthly basis for the 2% participation fee. The invoice will be based on total sales made through the TCPN contract with the Vendor. The Vendor shall remit payment to TCPN at net thirty (30) day terms.

16. Indemnity

The Vendor shall protect, indemnify, and hold harmless TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Vendor, Vendor employees or Vendor subcontractors in the preparation of the RFP and the later execution of the contract. Any litigation involving Region 4, TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's participants shall be in the jurisdiction of the participating agency.

17. Multiple Contract Awards (if applicable)

TCPN reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of TCPN.

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18. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

19. New Technology and Products

New products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree and/or if the products meet the requirements of the original solicitation. No products may be added to without the approval to TCPN. TCPN may reject any additions, without cause.

20. Promotion of Contract (Marketing Plan)

Vendor shall provide to TCPN a marketing plan for promoting the TCPN contract. This plan shall cover all areas and states applicable. Vendor shall demonstrate how the TCPN contract will be used as a primary contract offering to participating agencies. Encouraging participating agencies to circumvent the contract by purchasing directly from Vendor will result in probation or termination of contract. Vendor must obtain prior approval from TCPN before utilizing promotional material utilizing TCPN name or logo. TCPN will not unduly withhold such approval.

21. Website Support

Vendor agrees to allow TCPN to publish their name and logo in our website.

22. Supplemental Agreements

The TCPN participant and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the TCPN participant and Vendor. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between Vendor and the TCPN participant is exclusively between the TCPN participant and the Vendor and will be subject to immediate cancellation by the TCPN participant (without penalty to the TCPN participant) if, in the opinion of the TCPN participant, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

23. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TCPN is subject to TCPN's sole discretion, and that any Vendor may be removed from the participation in the Program at any time with or without cause.

Nothing in the contract or in any other communication between TCPN and the Vendor may be construed as a guarantee that TCPN participants will submit any orders at any time. TCPN reserves the right to request additional proposals for items already on contract at any time.

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1. **Labor and materials**

   The Vendor (Contractor) shall furnish all supervision, labor, special tools and test equipment, permits, professional services including transportation, insurance, material and supplies necessary to complete the project. Vendor (Contractor) shall use skilled, trained personnel, supervised and directly employed by the Vendor or subcontractor, no temporary, contract or day labor permitted.

2. **Purchase orders and contracts**

   When a participating agency desires the Vendor to perform services, the participating agency will issue a purchase order detailing the number, type, length, and location of the desired installation. Each purchase order will reference this contract.

3. **Compliance**

   All services will be rendered in compliance with applicable federal, state, and local statutes, laws regulations, rules, ordinances, directives, purchase order(s) and codes, including but not by way of limitation, the Fair Labor Standards Act and the Occupational Safety and Health Act.

4. **Work hours**

   Work hours normally will be between 7:00 a.m. to 5:00 p.m., Monday through Friday. Work outside of these hours must be coordinated three (3) days in advance with participating agencies' Project Manager or a mutually agreed upon alternative.

5. **Cost of services**

   Cost of services will be in compliance with the accepted proposal. Special circumstances such as mechanical obstructions, installations, which may result in a building, code problems and asbestos containing materials, shall be brought to the attention of the project manager by the Vendor before any further work is done.

6. **Drawings**

   Upon completion of the project, the Vendor shall provide the participating agency with an electronic copy of the technical drawings (preferably in AutoCAD) showing the "as built" layout on the project or a mutually agreed upon alternative.

7. **Bonding**

   On projects requiring bonding by state statute the contractor agrees to supply the required bond to the participating agency. If the bond requested is more than what is required by statute. The contractor agrees to supply the bond to the agency and invoice for only the cost in supplying the bond.

8. **Warranty**

   The Vendor shall warrant installation for a complete project for a period of (365) days from the final project acceptance date. This warranty shall cover all workmanship and material provided. The Vendor's sole duty and the participating agencies' exclusive remedy for Vendor's breach of the warranty will be limited to the expeditious and timely correction of defective workmanship and/or the repair or replacement of any defective materials.

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9. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the participating agency prior to commencement of work. The insurance company shall be licensed in the State of Texas and shall be acceptable to the TCPN participant or the insurance company will be licensed in the state in which the work is being performed under this contract. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The vendor will add the TCPN participant as an additional insured if requested at the cost of the vendor.

Other state's statuary required insurance

Contractor's Liability Insurance	Minimum Coverage
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	$100,000.00
Bodily injury by disease	
Each Employee	$100,000.00
Policy Limit	$1,000,000.00

Commercial General Liability

Includes: Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:	
Single limit	$500,000.00
Unimpaired aggregate	$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	$250,000.00
Each Occurrence	$500,000.00
Property damage	
Each Occurrence	$250,000.00

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STATEMENT OF WORK

Government agencies must address security concerns in a comprehensive but cost effective manner. TCPN is looking for providers that have a tract record in installing and maintaining state-of the-art security systems that control access and monitor facilities.

TCPN offers many of its contracts nationally. As such, we recognize that labor rates are not uniform in every locale. The contractor may propose different rates for different areas if necessary.

TCPN is soliciting value added resellers for proven national security products.

- Card access applications
- Closed-circuit television solutions
- Storage and management of video data
- Alarm intrusion systems
- Digital video recording solutions
- Any other security related products or systems.

Proposers are encouraged to submit any other products and/or services they perform on a regular basis. This could include fire alarms or cabling services.

PRICING

- Provide price lists and discounts for all manufacturers' lines that you are approved to sell and install.
- Provide labor rates for regular and overtime periods.
- Provide costs of extended warranties if available.
- List any other value added services that you provide with pricing.

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SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: 1

Prices are guaranteed for 1 Year.

Company name	Convergint Technologies
Address	1420 N. Sam Houston Parkway E. Suite 190
City/State/Zip	Houston, Texas 77032
Telephone No.	832-327-7000
Fax No.	832-327-4499
E-mail address	ben.neikirk@convergint.com
Authorized signature	
Printed name	Ben Neikirk
Position with company	Vice President of Operations
Sales representative's name	Michael Huffman/Bryan Terrell/Phil Kertz
Web site URL	www.convergint.com

Accepted by The Cooperative Purchasing Network:

Term of contract 6·8·07 **to** 5·31·08

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded Vendor. Vendors shall honor tall participation fees for any sales made based on a TCPN contract whether the Vendor is awarded a renewal or not.

TCPN Authorized Signature — Date: 6-14-2007

Print Name: Doug Kupa

Approved by Region 4 ESC by Robert A. Pechacek — Date: 6·11·07

Approved by Mary C. O'Brien Accommodation School

Date

TCPN Contract No. R4789

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VENDOR PROFILE QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. a. **Minority/Women Business Enterprise** (Required by some participating governmental agencies)

   Vendor certifies that his firm is a M/WBE ☐Yes ☒No

   b. **Historically Underutilized Businesses** (Required by some participating governmental agencies)
   Vendor certifies that his firm is a HUB ☐Yes ☒No

2. **Certification of Residency** (Required by the State of Texas)
   Company submitting bid is a resident bidder. ☒Yes ☐No

   Vendor's principal place of business is in the city of Houston/Dallas State of Texas

3. **Felony Conviction Notice** (Required by the State of Texas)

   ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

   ☒ Is not owned or operated by anyone who has been convicted of a felony.

   ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony: (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.)

4. **Pricing Information**

   - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Dealer Pricing. ☒Yes ☐No

     If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.

   - Pricing submitted includes the required TCPN administrative fee. ☒Yes ☐No
   - Vendor agrees to remit to TCPN the required administrative fee. ☒Yes ☐No
   - Additional discounts for purchase of a guaranteed quantity? ☒Yes ☐No

5. **Processing Information**
   Company billing address where the invoice for the 2% participation fee will be sent by TCPN:

   Contact Person Ben Neikirk
   Title: Vice President of Operations
   Company: Convergint Technologies - LLC
   Address: 1651 Wilkening Road
   City Schaumburg State Illinois Zip 60173-5323

   Phone: 847-620-5000 Fax: 847-229-9960
   Email: ben.neikirk@convergint.com

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Contact person responsible for processing and confirming all purchase orders (PO's) sent by TCPN:

Contact Person Ben Neikirk

Title Vice President of Operations
Address: 1420 North Sam Houston Parkway East Suite 190
City Houston State Texas Zip 77032

Phone: 832-327-3700 Fax: 832-327-4499
Email: ben.neikirk@convergint.com

6. **Sales inside Texas**
   The Vendor can supply all areas of the state of Texas. ☒Yes ☐No

7. **Sales inside Arizona**
   The Vendor can supply all areas of the state of Arizona ☒Yes ☐No

8. **Sales inside Arkansas**
   The Vendor can supply all areas of the state of Arkansas ☒Yes
   ☐No

9. **Sales inside New Mexico**
   The Vendor can supply all areas of the state of New Mexico ☒Yes ☐No

10. **Sales inside Oklahoma**
    The Vendor can supply all areas of the state of Oklahoma ☒Yes ☐No

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11. Other States Covered

TCPN may extend contracts to government agencies within other states in addition to Texas, Arkansas, Arizona, New Mexico and Oklahoma. Bidder must indicate any other states where the same terms and conditions can be offered.

- ☒ Alabama
- ☒ Alaska
- ☒ California
- ☒ Colorado
- ☒ Connecticut
- ☒ Delaware
- ☒ District of Columbia
- ☒ Florida
- ☒ Georgia
- ☒ Hawaii
- ☒ Idaho
- ☒ Illinois
- ☒ Indiana
- ☐ Iowa
- ☒ Kansas
- ☒ Kentucky
- ☒ Louisiana
- ☐ Maine
- ☒ Maryland
- ☒ Massachusetts
- ☒ Michigan
- ☒ Minnesota
- ☒ Mississippi
- ☒ Missouri
- ☐ Montana
- ☒ Nebraska
- ☒ Nevada
- ☐ New Hampshire
- ☒ New Jersey
- ☒ New York
- ☒ North Carolina
- ☒ North Dakota
- ☒ Ohio
- ☒ Oregon
- ☒ Pennsylvania
- ☐ Rhode Island
- ☒ South Carolina
- ☐ South Dakota
- ☒ Tennessee
- ☒ Utah
- ☒ Vermont
- ☒ Virginia
- ☒ Washington
- ☒ West Virginia
- ☒ Wisconsin
- ☒ Wyoming

12. Cooperatives

List any other cooperative contracts currently held in Texas, Arkansas, Arizona, New Mexico, and Oklahoma.

Cooperative	Discount Offered	Expires?
☐ Buyboard – Texas Local Gov't Purchasing Cooperative – Texas		
☐ Mohave Educational Services Cooperative (MESC) - AZ		
☐ Cooperative Educational Services (CES) – NM		
☐ Texas Bldg and Procurement Commission (TBPC)		
☐ Department of Information Resources (DIR) - Texas		
☐ Western States Contracting Alliance (WSCA)		
☐ U S Communities		
☒ Other – Houston Galveston / Area Council	Varied	4-30-2008
☐ None		

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I. QUESTIONS FOR PROPOSERS

Some questions below may not be relevant to this particular solicitation. If so, please list as "not applicable"

1. Provide a brief history of your company, including the year it was established. **See attached "Convergint Company Overview"**

2. Provide company's official registered name. **See Attached "Convergint Business Information"**

3. Provide your company's corporate organizational chart. List number of sales and service offices in Texas, Arizona, Oklahoma, New Mexico and Arkansas listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume. **See attached**

4. List number of employees at each site with breakdown of direct sales, sales support, service technicians, engineering support and administration. **See attached "Convergint Organization"**

5. Note if you are a certified W/MBE vendor and what percentage of your business is with W/MBE suppliers. N/A

6. Provide your company's Dun & Bradstreet (D&B) number. 029640740 *2A4 Rating*

7. Please define your standard terms of payment. **Net 30 Days**

8. Provide a description of your company's relevant market and your position within it. **See attached "Convergint Company Overview"**

9. Describe the scope of sales/field support your company would make available to government entities. **See attached "Valued Added Services" document included turn-key installation support**

10. Describe the scope of training opportunities your company would make available to government entities as needed. **See attached "Valued Added Services" document**

11. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) **See attached "Service Plan 2007 TCPN"**

12. Describe how your company handles after-hours customer service needs. **See attached "Service Plan 2007 TCPN"**

13. Indicate your response time to emergency service calls. **See attached "Service Plan 2007 TCPN"**

14. Describe your 24/7 service compliance. **See attached "Service Plan 2007 TCPN"**

15. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution. **See attached "Service Plan 2007 TCPN"**

16. Please describe the quality program(s) within your company and the program which measures your service work. **On line customer satisfaction survey and follow-up phone calls from service department to ensure satisfaction is achieved.**

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17. Describe your company's product support. Convergint provides a 1 year warranty on parts and labor for all TCPN products provided, including on-site and remote diagnostics. Additional contract services are available beyond the warranty period see "Other Services" – Convergint Service Contract

18. Provide your company's administrative support resources - David Franklin – Accounting Administrator - TCPN

19. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), e-mail(s) and resume(s) David Franklin – Account Administrator – 469-568-7900, Fax 469-568-7901, david.franklin@convergint.com – see attached resume

20. What support documents does your company provide to the government entity after purchase? Owners manuals, training manuals and warranty information (start & end) Customer acceptance.

21. Describe what technical resources your company will provide to support the government entities' projects. Project Management Support – See attached " Project Approach" doc

22. What support documents will your company provide? Project submittals for any permits needed, as-built documentation and invoicing based on a Schedule of Values.

23. Describe the measurement options your company intends on providing the government entities. On line customer satisfaction survey and follow-up phone calls from service department to ensure satisfaction is achieved.

24. Indicate if your company will accept all forms of purchase orders. We accept PO via fax and email (electronic) and it must require a confirmation of receipt.

25. What credit requirements are needed by the government entity in order for your company to accept a purchase order? Our credit terms are net 30 pay

26. Identify the process of receiving a purchase order. The PO is received and reviewed by Sales Manager and approved by Ops Manager then submitted to Project Manager for execution. Customer expectation meeting with Sales Rep and PM scheduled with customer.

27. Does your company require Tax Exempt Forms be provided by government entities for each purchase order? No. Annual tax exempt form should be provided for file by each government entity.

28. Describe how your company will invoice the government entity. Include a process map. We will follow the instructions on the PO.

29. Discuss the invoicing options your company offers and the payment terms for each. Monthly progress billings on large or long term projects (over 3 months) and one time final completion invoice on smaller (less than 3 months) projects

30. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support? Yes. We will provide the banking information to your corporation at the time when the first payment should be submitted. Credit cards accepted except for American Express.

31. Is your company willing to accept a cut off of invoices not submitted within a 90-day period or 120 day period? Yes 120 days. Provided we can obtain confirmation that all invoices sent electronically are received for verification.

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32. What does your company do to ensure bills are received within a reasona issued to government entities for payment? **Our Accounting department will follow up with the government entity to insure that all specific information has been received (invoices).**

33. What states would your company not honor pricing and services for this contract, in the event that this contract is made available to states other than Texas, New Mexico, Arkansas, and Arizona? **All**

34. Please specify actual price listing or common multiplier that will determine any price changes of additional states above if different. **Local sales tax requirements.**

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Company Name Convergint Technologies

Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.

Any exceptions to the Terms, Conditions, Specifications or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

Page Number	Outline Number	Term, Condition or Specification	Exception
		No exceptions taken	**None**

_____

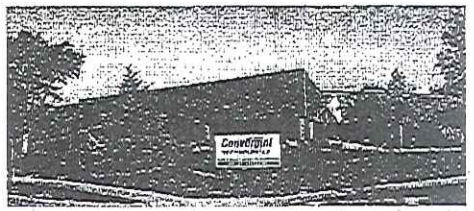
Signature (Same signature as on Signature Form)

Convergint TECHNOLOGIES

Company Overview

TCPN
RFP No. 07-10
May 22, 2007

Who is Convergint Technologies?



- Who is Convergint?
  - North American Service Provider - Schaumburg, IL. - Founded June 2001
  - 18 Offices and 453 Employees Throughout US & Canada
  - Growth: 2004 - $55M, 2005 - $75M, 2006 - $90M
- Business Model
  - Service Based Provider
  - Integrated North American Organization
  - Innovative Results Driven
  - Expertise - Integrated Building Systems
  - Provide Customers with Choice (Products & Service)
- Convergint's Goals
  - To be the premier ***Service Provider*** in North America
  - Achieve $180 Million in Revenue by 2009

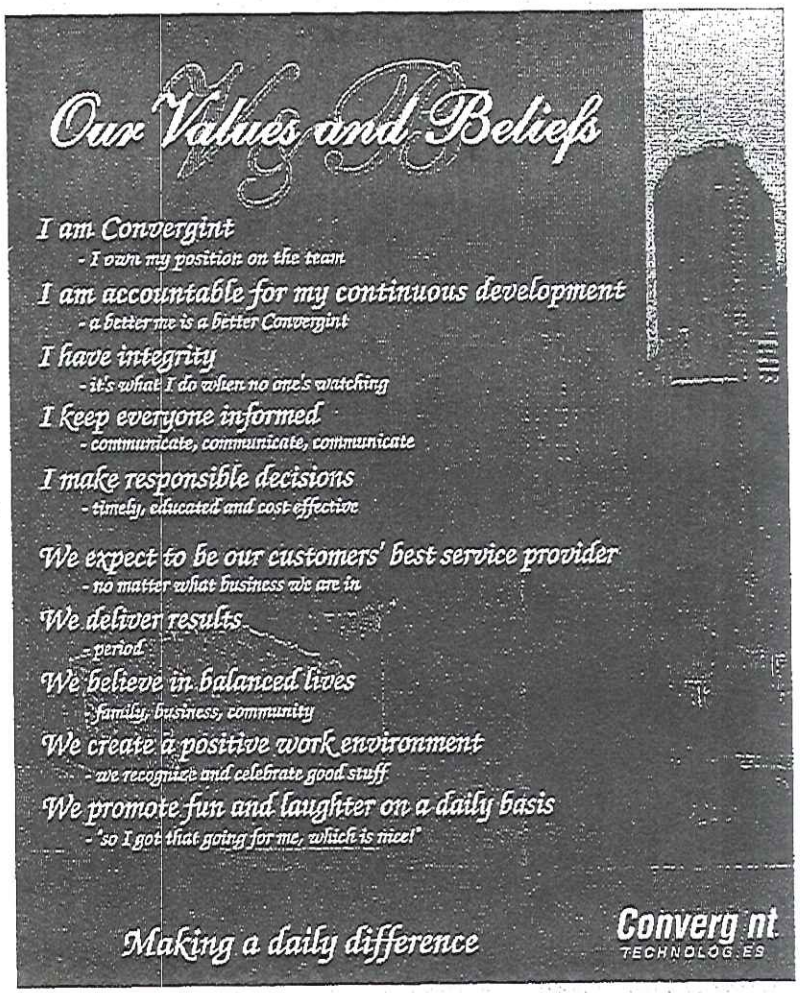
Our Culture

Our Mission

Dedicated professionals making a daily difference
By saving lives
By ensuring comfort
By protecting people and assets
By managing our customer's and nation's resources efficiently

A Culture of Service

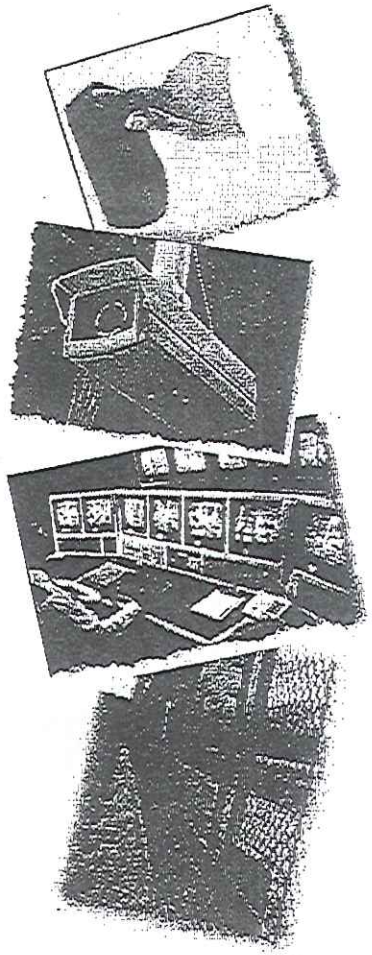
V's & B's - A Business Compass
Consistent Leadership - Every Office
Hiring & Developing - The Right People
Continuous Improvement - Annual Survey



Packet Page -499-
AGENDA ITEM #23.

Security Systems & Services

- Card Access
  - Conventional, Biometrics, Smart Card
- Closed Circuit Television
- Digital Video Recording & Transmission
- Physical/Data Convergence
- ID/Visitor Management
- Perimeter Detection
- Alarm Intrusion
- Central Station Monitoring

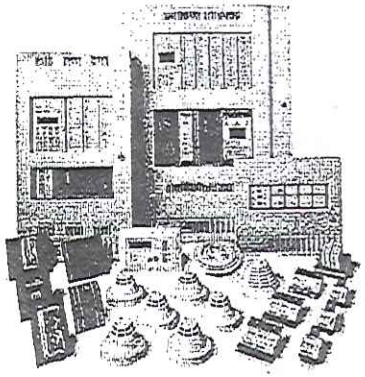


Ensuring Safety & Security

Fire Alarm Systems & Services

- Engineered Detection Systems
- Notifications Systems
  - Audible & Visual Devices
  - Voice Evacuation
- Firefighter Communications
- Smoke Control
- Critical Systems Integration
- Web-Based Test & Inspection Services

Strategic Partner EST



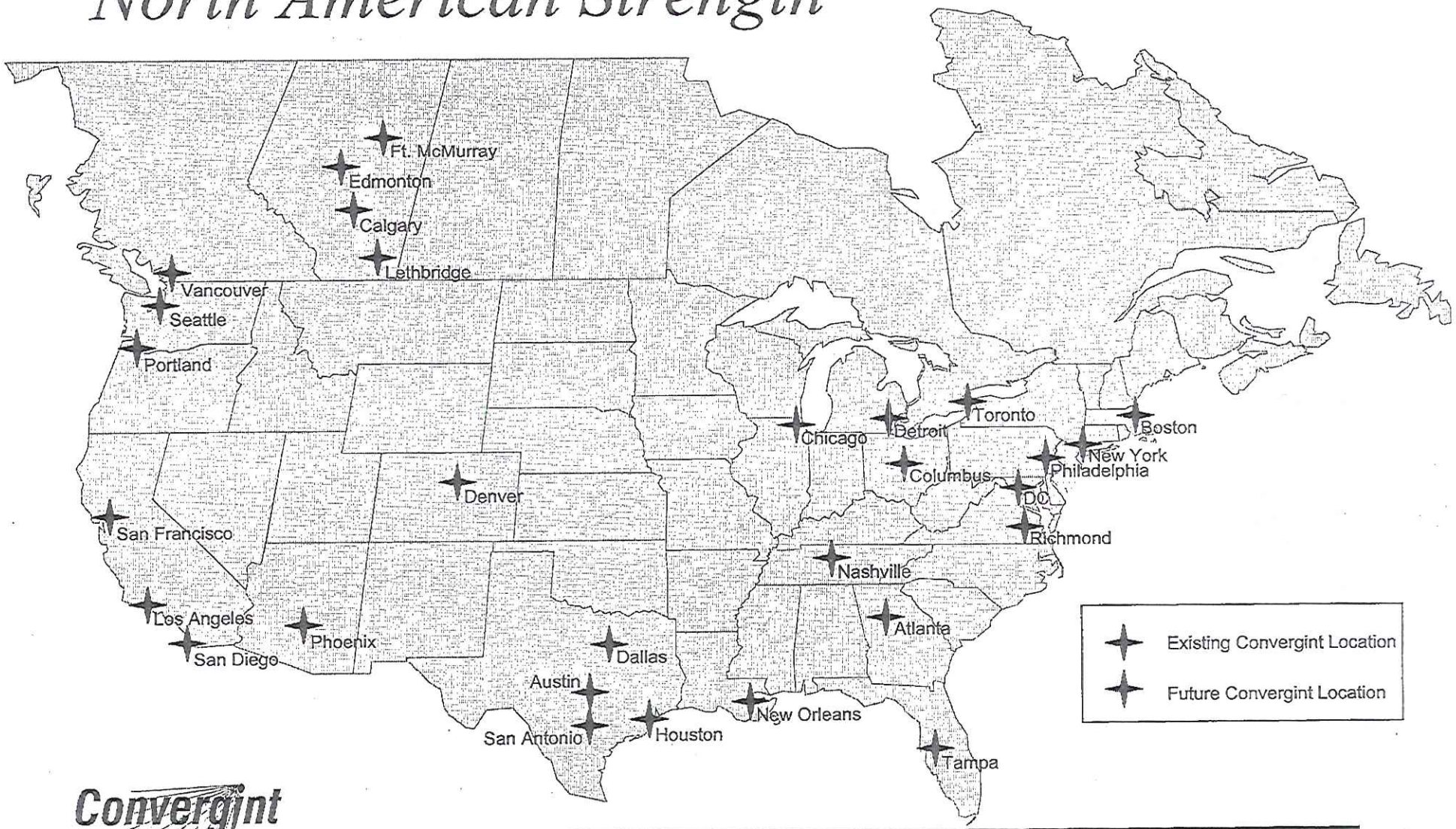
Facility Occupant Protection

Convergint TECHNOLOGIES

Confidential

Making a Daily Difference

North American Strength

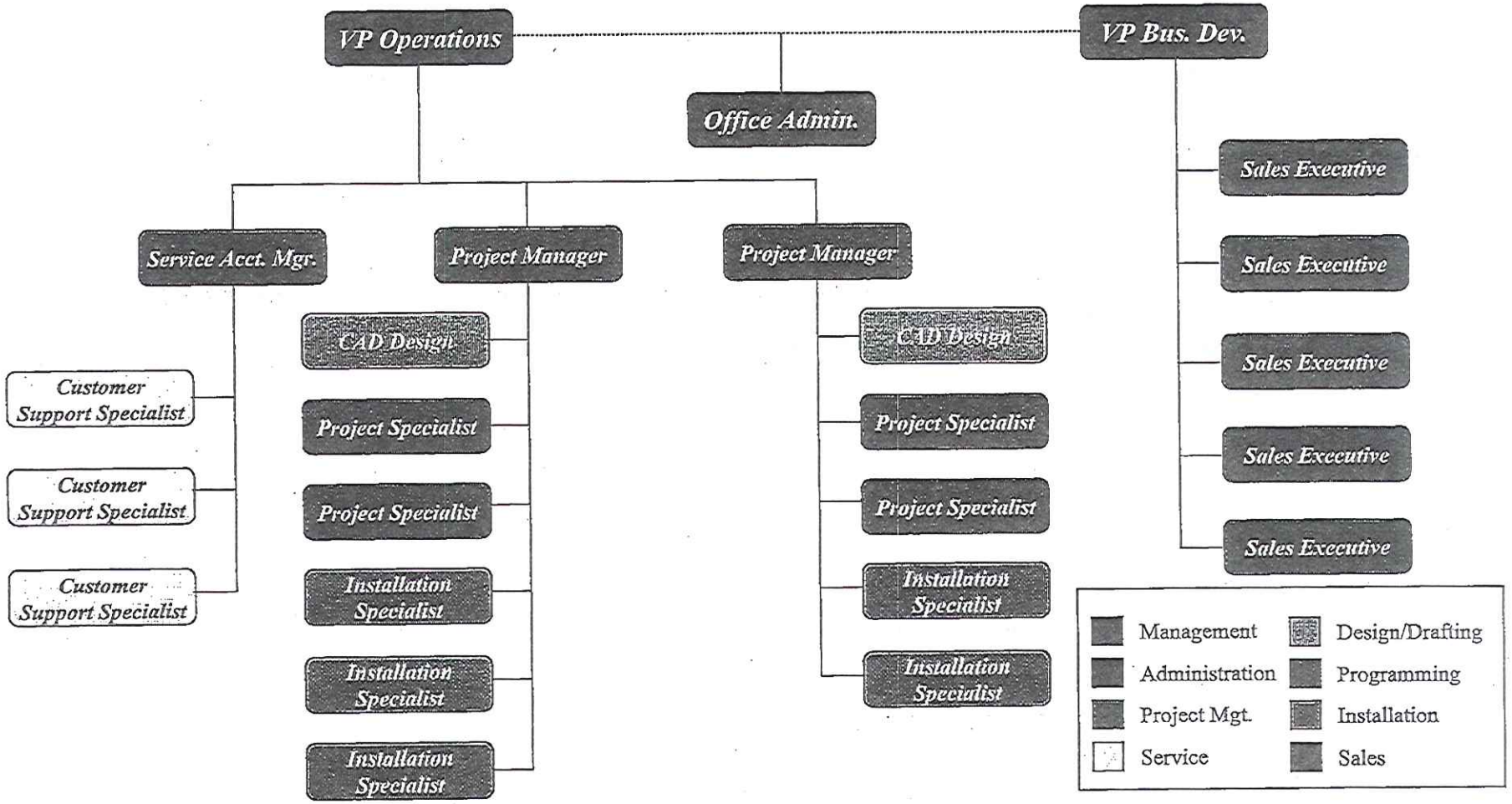


Convergint TECHNOLOGIES

Confidential

Making a Daily Difference

Typical Convergint Field Office



Convergint TECHNOLOGIES

Confidential

Making a Daily Difference

Installation Delivery process



Service Delivery



Convergint was named the recipient of the 2006 Frost & Sullivan Customer Service Leadership Award

Culture:

- Founded on Ten Core Values & Beliefs
- Created a Culture of Service

Services:

- Unique Value-Added Services
- Delivering Tangible Results
- Protecting People & Assets / Ensuring Life Safety & Comfort

Technology:

- Focus on Continuous Improvement
- Web-Based (Desktop) Service Delivery
- Comprehensive Reporting Metrics - Measure Convergint's Performance

People:

- Essential Element to Service Excellence
- Dedicated & Certified Service Team
- Making a Daily Difference

Packet Page -505-
AGENDA ITEM #23.

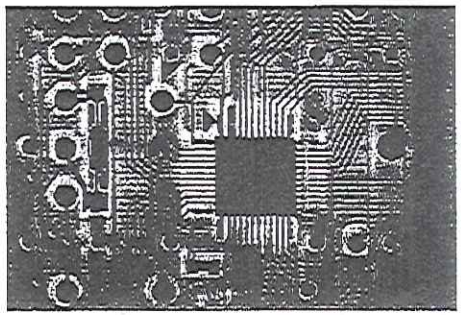
Service Leadership



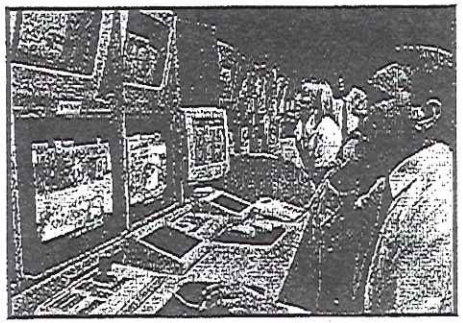
- Named Recipient of 2006 Customer service leadership Award
- Rigorous Selection Process:
  - Over 40 North American System Integrators Participated
  - On-Site Meetings, Process/Procedure Reviews, Multiple Customer Interviews Conducted, Service Tools Assessed, Etc.
- Four Month Selection Process:
  - Unique Value-Added Services
  - Responsiveness to Customer Needs
  - Time-to-Market
  - Monitoring & Addressing Customer Feedback

It's About Choice

Choice of Products...



- Relationships with world-class manufacturing partners.
- Product application decisions based on customer needs.
- Promote "open" non-proprietary system solutions.

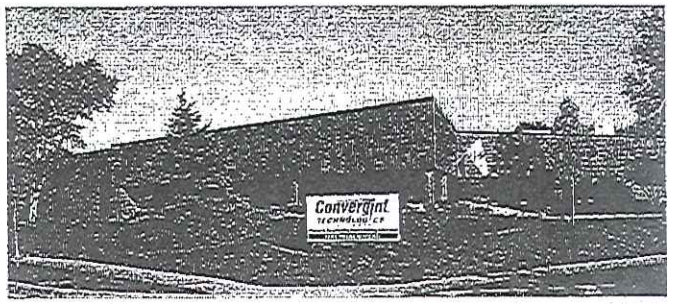


Choice of Service...

- Avoid sole-source service dependency.
- Promotes non-proprietary service solutions.

Packet Page -507-
AGENDA ITEM #23.

Why Convergint?



- A Service-Based Culture:
  - Leadership, Focus & Employees That Care
- Project & Program Management
- Building Infrastructure Understanding
- Embrace Open Systems & IP Transition
- North American Implementation Capabilities
- Delivering Standards – Installation & Service
- Choice Strategy – Products & Service

Bios - Convergint Technologies LLC

Daniel J. Moceri, Manager / Chairman / CEO -

1976 BS – Electrical Engineering / Milwaukee School of Engineering, 1985 MBA / Northwestern University, 1976-2001 Siemens Building Technologies – 1976 Sales Engineer, 1979 Product Manager, 1981 Region Sales/Marketing Manager, 1983 Sales Training Director, 1984 General Manager, Chicago District, 1989 Vice President, Field Operations, 2000 President, Security Division, Since 2001 – Convergint Technologies LLC *(Chairman/CEO)*.

Greg Lernihan, Manager / President / COO –

1980 BA – Accounting / Michigan State University, 1983 JD / DePaul College of Law, 1988 LLM / IIT Kent College of Law, 1983-1985 Seidman & Seidman BDO Certified Public Accountants, 1985-1987 G.D. Searle Pharmaceuticals *(Tax & Accounting)*, 1987-1989 Chicago Pacific Corporation *(Tax Manager)*, 1989-1992 Wilson Sporting Goods *(Director of Tax)*,1992-2001 Siemens Building Technologies *(Director of M&A)*, Since 2001 – Convergint Technologies LLC *(VP/CFO)*.

Walter W. Winkel III, Manager / Vice President / CFO –

1980 BA – Accounting / Michigan State University, 1983 JD / DePaul College of Law, 1988 LLM / IIT Kent College of Law, 1983-1985 Seidman & Seidman BDO Certified Public Accountants, 1985-1987 G.D. Searle Pharmaceuticals *(Tax & Accounting)*, 1987-1989 Chicago Pacific Corporation *(Tax Manager)*, 1989-1992 Wilson Sporting Goods *(Director of Tax)*,1992-2001 Siemens Building Technologies *(Director of M&A)*, Since 2001 – Convergint Technologies LLC *(VP/CFO)*.

Convergint TECHNOLOGIES

Greg Lernihan – President & COO



Greg is responsible for the co-development of the Convergint Technologies Strategies, implementation of the North American Business plan, and overall responsibility for the complete satisfaction of our clients.

Profile:

Twenty years experience in the building solutions industry including responsibilities for North American growth, people development, and customer satisfaction. Specific experience leading the sales, design, installation and service of HVAC, Fire, and Security projects.

Key Achievements

North American Business Development
Participated in development of North American strategy and implementation of Fire, Security, Energy Management, and Performance Contracting Solutions. Responsible for over $300 million in revenue and 1500 employees.

Developed Chicago Metropolitan Area
Led Chicago area office to industry leader in integrated building solutions. Key customers included John Hancock, O'hare Airport, Northwestern University, United Center, and Comiskey Park. Responsible for overall business performance and customer satisfaction.

Key Projects:

O'Hare International Airport
As General Manager of Siemens Building Technologies, was responsible for achieving project deadlines, budgets, and customer requirements for all contracts at O'hare. Specific projects included the United Terminals, complete retrofit of O'hare fire alarm system, installation of a $25 million dollar security system, the International Terminal, and on going service and support of O'hare on a 24/7 basis.

Employment Highlights:

Convergint Technologies LLC Buffalo Grove, IL 1/2001 - Present
President and Co-founder

Siemens Building Technologies Buffalo Grove, IL 6/1981 – 12/2000
1994 - Sr. Vice President Field Operations 1989 – General Manager, Chicago District, 1985 – Sales Manager, Chicago District 1981 – Account Executive, Chicago District

Education & Certifications:

Purdue University West Lafayette IN 1981
Bachelor of Science, Business Management

Convergint TECHNOLOGIES

Dan Moceri – Chief Executive Officer



Dan is responsible for the co-development of Convergint Technologies strategy, building and development of the management team, and developing strategic partners.

Profile: Twenty-five years in the automated building management field with twenty years of progressive leadership and senior management experience. Proven developer of business and the people to build them.

Key Achievements:

Development of Siemens Security Business
Led the development of Siemens Building Technologies into the electronic security business. This included developing the business plan, staffing the business, organizing suppliers, negotiating key acquisitions and national customers.

Growth of North American business
Developed integrated building management business across the United States and Canada including HVAC Controls and Energy Management, Fire Alarm & Life Safety, and Security systems and services.

Key Projects:

Intel, Boeing, Microsoft
Senior executive responsible for the development of key customers throughout North America. This included strategic development, account staffing, project management, and customer satisfaction responsibility. Project scope included integrated solutions across Fire, Security, and HVAC systems.

Employment Highlights:

Convergint Technologies LLC **Buffalo Grove, IL** **1/2001 - Present**
CEO and Co-founder

Siemens Building Technologies **Buffalo Grove, IL** **12/76 – 12/2000**
1999-President, Security Division, 1989-Vice President, Field Operations, 1984-General Manager, Chicago District, 1981-Region Sales/Marketing Manager, 1979-Product Manager, 1976-Sales Engineer

Education:

Northwestern University Evanston, IL 1985
Masters in Management

Milwaukee School of Engineering Milwaukee, WI 1976
Bachelor of Science, Electrical Engineering

Convergint TECHNOLOGIES

Tony Varco – Vice President, Security



Tony is responsible for all aspects of Convergint Technologies electronic security business. Specific responsibilities include Strategic Account development, full P&L accountability, securing and maintaining relationships with security technology manufacturers, internal operations and sales staffing, and ensuring proper process/procedures are in place for project installations and on-going service execution.

Key Achievements:

Over fifteen years of building systems experience, with a specific focus on security related technologies and applications. During his employment with Siemens Building Technologies, he was responsible for growing the electronic security related business to over $50 million dollars. Additionally, he was directly responsible for securing the single largest national security account with Sun Microsystems valued at over $10 million dollars annually.

Key Projects:

Chicago Public Schools – Administration Building
Chicago District Sales Manager during the million dollar renovation of the Chicago Public Schools Administration Building. Project included a complete card access system with a redundant front-end, comprehensive closed circuit television (CCTV) system, and complete building automation system.

Sun Microsystems
In the capacity of Director of National Security Sales, provided comprehensive security installation and traditional services to Sun Microsystems with over 200 field office locations. This $10 million dollar annual security contract included a dedicated on-site security team staffed with over 50 individuals. Specific responsibilities included all program management, project management, design engineering, installation services, and related on-going service. Created specific security standards for this customers than included all process, procedures, as well as design and installation standards.

Chicago Mercantile Exchange
Chicago District Sales Manager during the million dollar renovation and upgrade of the electronic security system at the Chicago Mercantile Exchange. Project included the design and construction of a new central command center, the integration of closed circuit television system, new intrusion alarm system, and card access system. Project also included a cardholder database in excess of 30,000 individuals.

Employment Highlights:

Convergint Technologies LLC **Buffalo Grove, IL 6/2001 – Present**
Vice President, Security
Siemens Building Technologies **Buffalo Grove, IL 8/1986 – 6/2001**
Chicago District Sales Engineer, Chicago District Sales Manager, Director of National Sales, Security Division
IBM **Chicago, IL 7/84 – 7/86**
Sales Support Engineer

Education:

DePaul University - Chicago, IL 1980 - 1984
Bachelors Degree, Business Financial Management

PRIMARY CUSTOMER INFORMATION

Name	TCPN
Title	Offices of the Director -Cooperative Purchasing Network
Address	7145 West Tidwell
City, State, Zip Code	Houston, Texas 77092
Country	US
Telephone Number	713-744-6356
Fax Number	713-744-0649
Cell Phone Number	
E-mail Address	tcpn@tcpn.org

COMPANY DETAILS

Company Name	Convergint Technologies LLC
Parent Company Name (if applicable)	N/A
Legal Operating Companies or DBA	Convergint Technologies LLC, California (LP), Canada (LTD)
Headquarters Address	1651 Wilkening Road Schaumburg, Illinois 60173
Headquarters Phone Number	(847) 620-5000
Headquarters Fax Number	(847) 229-9960
Web address	www.convergint.com
Ownership (public/private)	Private
Year Founded	2001
SIC Code	7382
NAICS Code	561621
Dunn and Bradstreet Number (Parent & Children)	029640740
U.S. Corporation	X Yes ☐ No

COMPANY LEADERSHIP

Please list names and information for the leadership team of your company.

Name	Title	Years w/ Company	Describe previous experience
Dan Moceri	CEO	6	25+ Years Industry Experience (See Attached Bio)
Greg Lernihan	President	6	20+ Years Industry Experience (See Attached Bio)
Walter Winkel	CFO	6	20+ Years Industry Experience (See Attached Bio)
Tony Varco	Vice President, Security	6	19 Years Industry Experience (See Attached Bio)

COMPANY STAFF

Please list the headcount (full-time equivalents) of your company (current 2006, end of year 2005 and 2004)

By Function	2006	2005	2004
Sr. Management	18	16	14
Sales/Marketing	65	52	45
Project Management	45	38	31
Engineering/Design	35	27	20
Technical (Installation/Service)	234	206	177
Customer Service	35	29	19
Administrative Support	53	42	28
Total	485	410	334

Please show the years of service for your service delivery workforce:

	1-4 years service	5+ years service
Employees (Service Delivery)	90	45
Contractors	N/A	N/A

OFFICES

Please list cities/countries where you have offices and staff size at each:

Country/City	Address	Number of offices	Number of employees
USA – Corporate HQ Schaumburg, Illinois	1651 Wilkening Road Schaumburg, Illinois 60173	1	20
USA/Houston, Texas	1420 N. Sam Houston Parkway, Suite 190 Houston, Texas 77032	1	70
USA/Dallas, Texas	2855 Trinity Square, Suite 110 Carrollton, Texas 75006	1	66
USA/Portland, Oregon	2040 SE Powell Blvd Portland, Oregon 97202	1	24
USA/Seattle, Washington	450 Shattuck Ave. South Renton, Washington 98055	1	53
USA/Chicago, Illinois	1651 Wilkening Road Schaumburg, Illinois 60173	1	36
USA/Atlanta, Georgia	1346 Oakbrook Drive, Suite 100 Norcross, Georgia 30093	1	71
Canada/Calgary, Alberta	124, 6170 - 12TH Street S.E. Calgary, Alberta T2E 6V2	1	11
Canada/Ft. McMurray, Alberta	4B – 242 MacAlpine Cresent Ft. McMurray, Alberta T9H4A6	1	50
Canada/Lethbridge, Alberta	715 – 29 Street N. Lethbridge, Alberta T1H5G3	1	4
Canada/Edmonton, Alberta	10633 – 124 Street Edmonton, Alberta T5N 1S5	1	7
Canada/Vancouver, BC	2677 192nd Street Unit 101 Surrey, BC	1	4
USA/Los Angeles, California	Convergint Technologies LP 607 N. Poplar Street Orange, CA 92868-1011	1	25

USA/San Francisco, California	26252 Eden Landing Road Hayward, CA 94545	1	15
USA/Richmond, Virginia	4821 Bethlehem Road Richmond, VA 23230	1	19
USA/Washington DC	4720 Boston Way Suite N Lanham, MD 20706	1	9
USA/Nashville, Tennessee	Opened April 1, 2007 Address TBD	1	1

Convergint Technologies LLC
1651 Wilkening Road
Schaumburg, IL 60173-5323

Walter W. Winkel III
847.585-8701
wally.winkel@convergint.com

LLC Formed May 25, 2001
Delaware LLC
Qualified to do business in

Purchase Orders are required on all purchases – Invoices must include PO #.

AK, AR, AL, AZ, *CA, CO, CT, DE, FL, GA, HA, ID, IL,IN, KS, KY, LA, MD, MA, MI, MN, MO, MS, ND, NV, NJ, NY, NC, NM, OR, PA, SC, TN, TX, UT, VA, WA, WI, WV, WY, DC
(* -Conducts business thru Convergint Technologies LP in CA).

Members (LLC version of Shareholders):
D&G Management LLC / JV LLC / Novar Link, Inc. (a Honeywell subsidiary)

Officers: Daniel J. Moceri, Chairman / CEO / Manager (LLC version of Director)
Greg Lernihan, President / COO / Manager (LLC version of Director)
Walter W. Winkel III, Vice President / CFO / Manager (LLC version of Director)

FEIN: 36-4444620 LLC
03-0455919 LP

SIC Code: 7382 – Security Systems Service
CAGE Code: 3AU52
NAICS Codes: 238220: Heating Contractor
238990: Specialty Contractor

Dunn & Bradstreet: 029640740 *2A4 Rating*

Business: Service-based Company that designs, installs, and maintains building systems, with dedicated focus in the areas of energy management, fire detection, and security systems.

Please find enclosed business and credit references
As of: May 21, 2007
Financial Statements as attached

Bank Credit References:

Company Name:	**JPMorgan Chase Bank, Libertyville Branch**
Contact:	David Lee, President
Address:	1201 S Milwaukee Avenue, PO Box 8, Libertyville, IL 60048
Tel. & Fax:	Telephone (847) 816-4244 Fax (847) 816-4210

Business Credit References w/i Building Industry:

Company Name:	**Anixter, Inc.**
Contact:	Mr. George Schnupp – Please contact personally
Address:	2301 Patriot Boulevard, Mail Stop 2S, Glenview, IL60025-8020
Tel. & Email:	Telephone (224) 521-8600, Direct (224) 521-8899, Fax (224) 521-8542, Email George_Schnupp.AXE@anixter.com

Email: Wally.winkel@convergint.com

Account Number:	CVN
Company Name:	**Bosch Security Systems**
Contact:	Audrey Ressis
Address:	339002 Treasury Center, Chicago, IL 60694-3900
Tel. & Fax:	Telephone (800) 538-5807 Fax (831) 757-6093
Account Number:	Convergint
Company Name:	**Lenel Systems Intl. Inc. / A UTC Fire and Security Co**
Contact:	Alena Schneider
Address:	1212 Pittsford-Victor Road, Pittsford, NY 14534-3816
Tel. & Fax:	Telephone (585) 248-9720 ext 147 Fax (585) 248-3567
Account Number:	0000337
Company Name:	**McKinstry**
Contact:	Polly Rydman
Address:	5005 3rd Ave. S, Seattle, WA 98134
Tel. & Fax:	Telephone (206) 832-8231 Fax (206) 832-8631
Company Name:	**Salient Systems**
Contact:	Faye Martin, Credit Department
Address:	4030 West Braker Lane Suite 410 Austin, TX 78759
Tel. & Fax:	Telephone (512) 617-4800 Fax (512) 617-4801
Account Number:	CONT01
Company Name:	**Vicon Industries, Inc.**
Contact:	William Pinto
Address:	89 Arkay Drive, Hauppauge, NY 11788
Tel. & Fax:	Telephone (631) 952-2288 Fax (631) 951-0340
Account Number:	104949

Should you have any questions, please feel free to call me. Convergint and I consent that you may release normal credit information relative to Convergint Technologies LLC to: _____
_____.

Best regards,

Walter W. Winkel III
Vice President / CFO

Rev 6.1 – 7/27/06

MEMORANDUM OF INSURANCE

Date: 04/01/2007

This memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of ABD Insurance & Financial Services is prohibited. "Authorized Viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://places.honeywell.com/moi. The information contained herein is as of the date referred to above. ABD Insurance & Financial Services shall be under no obligation to update such information.

Producer:
ABD Insurance & Financial Services
For questions please contact: villyd@abdi.com

Insured:
Convergint Technologies LLC
Convergint Technologies LP
1651 Wilkening Road
Schaumburg, IL 60173-5323

INSURERS AFFORDING COVERAGE

Insurer	A	ACE American Insurance Company
Insurer		
Insurer		
Insurer		

Coverages

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	**General Liability** ☒ Commercial General Liability ☐ Claims Made ☒ Occur. Gen'l Aggregate Limit Applies Per ☒ Policy ☐ Project ☐ Loc	CGOG23721235	4/1/2007	4/1/2008	Each Occurrence	$ 5,000,000
					Damage to Rented Premises	$ 5,000,000
					Med Exp (Any one person)	$ 25,000
					Personal & Adv Injury	$ 5,000,000
					General Aggregate	$ 5,000,000
					Products – Comp/Op.	$ 5,000,000
A	**Automobile Liability** ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	SCAH08231849	4/1/2007	4/1/2008	Combined Single Limit	$ 5,000,000
					Bodily Injury (Per Person)	$
					Bodily Injury (Per Accident)	$
					Property Damage	$
	Excess/Umbrella Liability Occurrence Reported ☐ Claims Made ☐ Occur. ☐ Deductible ☐ Retention $				Each Occurrence	$
					Aggregate	$
A A	**Workers' Compensation and Employers' Liability** (Insured States)	NWCC4446312A NWCC44463118	4/1/2007	4/1/2008	xx Statutory Limits	
					E.L. Each Accident	$ 2,000,000
					E.L. Disease – Each Employee	$ 2,000,000
					E.L. Disease – Policy Limit	$ 2,000,000

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized. Any party with which the named insured is contractually required to include special status is automatically granted such status. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. Any questions on this form may be referred via email to the ABD Insurance & Financial Services email address noted above.

2006 Frost & Sullivan Award for Customer Service Leadership

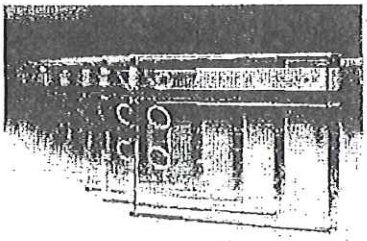
FROST & SULLIVAN

Customer Service Leadership Award

Convergint TECHNOLOGIES

Making a Daily Difference

Convergint Technologies has been named the recipient of the prestigious Frost & Sullivan Customer Service Leadership Award for 2006. The Award recognizes Convergint's excellence in service and its commitment to providing tailored solutions that best fit the needs of its customers.



According to Frost & Sullivan research analyst Jason Halverson, "Convergint Technologies has a service culture that is unmatched in their industry. We confirmed that their stated value and belief 'to be our customer's best service provider' drives their organization and is supported through advanced technology, employee responsiveness and focus on the customer."

Award Description - The Frost & Sullivan Award for Customer Service Leadership is bestowed upon the company that has demonstrated excellence in customer service leadership within the industry. The recipient company has shown tremendous responsiveness to customer needs and has continually focused on long and short-term customer profitability goals. In addition, the recipient company demonstrated flexibility in tailoring their product offerings to suit customer businesses.

Research Methodology - To choose the recipient of this Award, the analyst team tracks industry participants and monitors their customer service methods on an ongoing basis. The Award recipient is selected based upon extensive research collected from key market participants, secondary and technology sources, and customer interviews. Collected data is then cross tabulated to find the number one ranking company.

Measurement Criteria - The recipient of this award has excelled based on the following criteria: 1) Providing value-added technology & services, 2) Responsiveness to customer needs, 3) Time to market, and 4) Monitoring and addressing customer feedback.

Award Recipient:

Convergint Technologies

It's Our Culture - Convergint Technologies was founded on ten core values and beliefs. More than just words on a page, these values and beliefs have established a *Culture of Service* that permeates the entire organization.

It's Our Services - It has been said that service is an intangible; Convergint Technologies thinks differently. Convergint's value added services deliver tangible results by protecting people and assets as well as ensuring the life safety and comfort for our customers.

It's Our Technology - Convergint implements the very latest in customer service technology from web-based service management to on-line/on-demand reporting and documentation. These automated tools allow customers to measure Convergint's actual performance against predetermined service metrics.

It's Our People - At Convergint, we get it. The essential element to service excellence is people dedicated to "making a daily difference" for our customers.

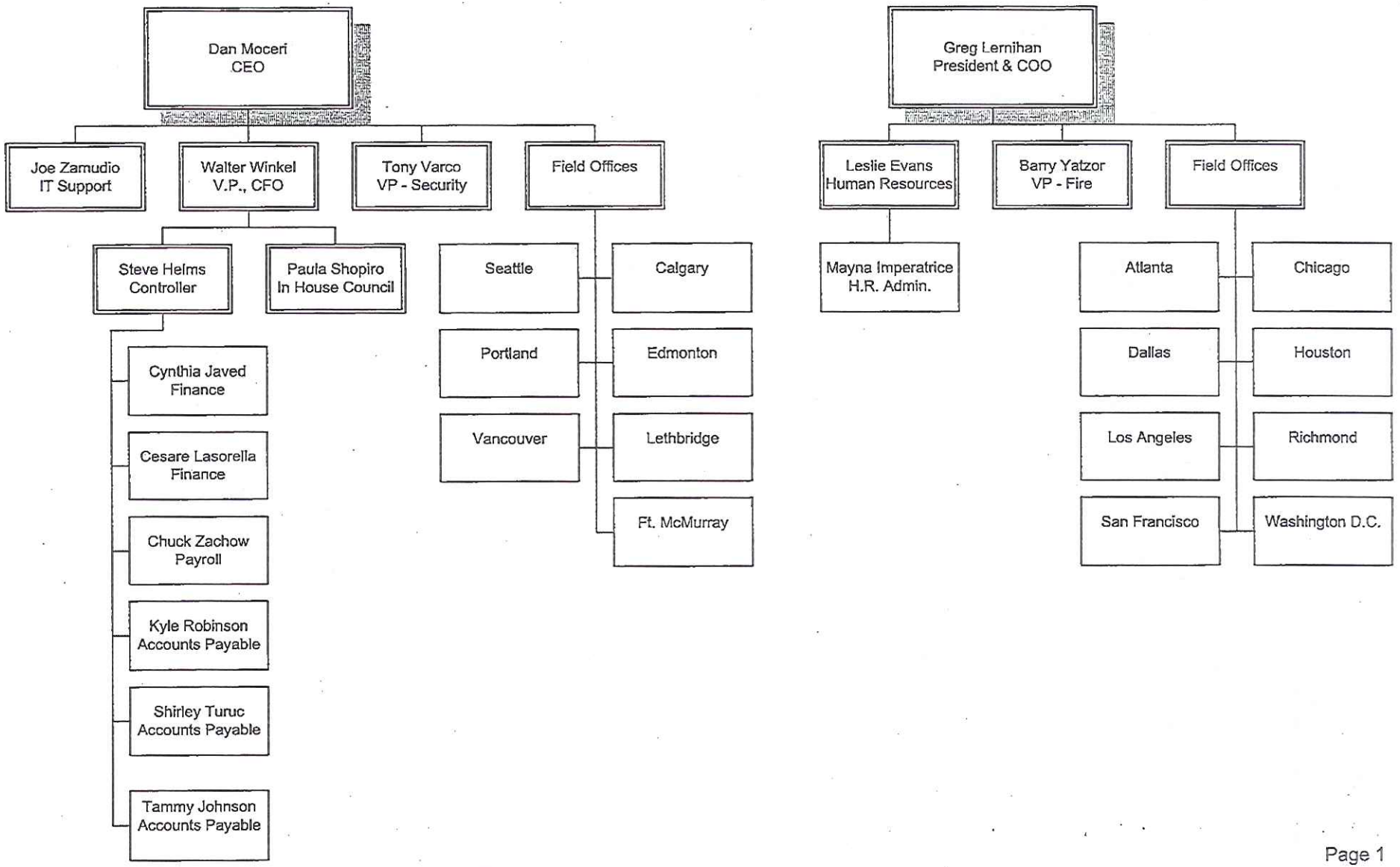
CULTURE + SERVICES + TECHNOLOGY + PEOPLE

Customer Service Leadership

Atlanta • Calgary • Chicago • Dallas • DC • Edmonton • Ft. McMurray • Houston • Lethbridge
Los Angeles • Portland • Richmond • San Francisco • Seattle • Vancouver
www.convergint.com

CONVERGINT TECHNOLOGIES ORGANIZATION

TUESDAY, MAY 30, 2006



AGENDA ITEM #24.

FRISCO
PROGRESS IN MOTION

Administrative Services Department

Memorandum

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

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

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

Date: **April 10, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to the City of Carrollton for Emergency Lighting, Equipment and Installation for 6 New Patrol Vehicles**

Action Requested: City Council approval of a purchase order to the City of Carrollton for emergency lighting, equipment and installation for six (6) new Police vehicles, in the total amount of $47,844.

Background Information: Purchase made through an interlocal agreement with the City of Carrollton. Council approved an interlocal agreement with the City of Carrollton to provide Police vehicle make-ready services, in March of 2011. In addition to the labor to install all of the equipment, Police staff is requesting the purchase of the equipment through the City of Carrollton. Staff reports a cost savings over purchasing these items ourselves last year. This request is to make-ready the six (6) additional Tahoes approved in the 2012 budget amendment.

Board/ Citizen Input: N/A

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

Financial Considerations: Funds are available through the Police Department FY 2012 amended budget.

Legal Review: N/A

Supporting Documents: Department memo and Carrollton quote.

MEMORANDUM

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

FROM: **Darren M. Stevens, Deputy Chief**

SUBJ: **Purchase of Emergency Lighting and Equipment for Six Patrol Vehicles**

DATE: **March 30, 2012**

The Police Department has ordered six (6) new Tahoes to be placed into service as patrol vehicles. These vehicles will need emergency equipment installed, including emergency lighting, siren, MDC, and radio equipment.

Under the current Interlocal Agreement, the City of Carrollton is providing the installation services for these vehicles. The current ILA with the City of Carrollton is allowing these services to be provided on an ongoing basis as needed.

The City of Carrollton is a master distributor for all the emergency equipment we currently purchase. The City of Carrollton provides this equipment and installation services to several major cities resulting in pricing lower than State Contract or current City contract pricing direct with vendors.

The projected cost for all equipment and installation for six new patrol vehicles is $47,844.97.

The equipment includes the following major components:

- Emergency lighting/siren
- Prisoner seats and cage
- GPS antenna
- Gun lock
- Equipment console
- Vehicle build labor
- Graphics
- Mounting hardware and accessories

Staff requests this item be placed on the City Council April 17th meeting.

CARROLLTON TEXAS
Where Connections Happen

Quote

Date 3/22/2012
Quote # W9410
Expiration Date 4/22/2012

City of Carrollton
1420 Hutton Drive
Carrollton, Texas 75006
Phone 972-466-5777
Fax 972-466-9194
will.collier@cityofcarrollton.com

B. Turner
Frisco Police Dept.
7200 Stonebrook Pkwy
Frisco, TX 75034
Phone 972-292-6142

Customer ID FRIPD

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
Will	FRPTH2				NET 30	

Qty	Item #	Description	Unit Price	Discount	Line total
6	PCTKIT	SETINA PRISONER CAGE TRANSFER KIT (INCLUDES KIT & FULL LOWER EXTENSION PANEL	178.70		1072.20
6	CT5502	LAGUNA PRISONER SEAT W/ BELTS, 2007+ TAHOE	765.56		4593.36
1	SHIP	LAGUNA PRISONER SEAT SHIPPING COST	400.00		400.00
6	PKG-CON-114	Havis 2010-2012 Chevrolet Tahoe/ GMC Yukon Premium Console Package.	394.02		2364.12
6	C-SM-SA-1-HD	Mounting Bracket Complete W/ Swing Arm (MDC mount)	75.24		451.44
6	C-MD-202	Tilt Swivel Motion Device (MDC mount)	50.16		300.96
12	WSMV-14LS-RB	Tomar RECT-14 LED Module w/Shroud, Adjustable (Side windows, 2 EA)	110.50		1326.00
66	RECT-14LS-RB	Tomar Dual Channel Mini LED warning light - Red/Blue, x8 EA (Front & Side of Push Bumper, Rear Window, and LP)	61.50		4059.00
15	RECT-14LS-LP	Tomar RECT-14LS License Plate Bracket	49.95		749.25
4	WECAN DUO	Whelen “WeCan” Duo Liberty Lightbar/Siren Package w/ CenCom Siren	2345.00		9380.00
6	G5000UT	ProGard Gun Lock	250.00		1500.00
2	9LLENKT1	Whelen Liberty Lightbar Lens Kit	155.00		310.00
6	357166	Dual Band GPS Ant (L3 Antennas)	80.00		480.00
24	RECT-14BKT-90E	Tomar RECT-14 LED Module Bracket (Front Push Bumper & Rear Window)	14.11		338.64
6	GRAPHICS	Vehicle Graphics - 3M Silver, Printed, Laminated - Police Graphics, Installed	495.00		2970.00
6	H1818A	XTL 5000 Remote Kit, incl/17ft Control Cable	275.00		1650.00
6	LABOR	Vehicle Build (Interlocal Agreement)	1150.00		6900.00
6	LABOR	Vehicle Strip (Interlocal Agreement)	175.00		1050.00

Parts	39,894.97
Labor	7,950.00
Total	47,844.97

AGENDA ITEM #25.

PROGRESS IN MOTION

City Secretary's Office
City of Frisco, Texas

Memorandum

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

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

From: **Jenny Page, City Secretary**

Date: **4/17/2012**

Agenda Caption: **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.

Action Requested: Approval of an Ordinance amending Ordinance 12-03-13 to revise Exhibit A, providing for the pre-clearance of said election precinct numbers and all necessary actions, and providing for an effective date. Also approval of a Resolution amending Resolution 12-03-62R to replace Exhibit A, providing for pre-clearance and all other necessary actions, and providing for an effective date.

Background Information: On March 06, 2012, Council approved Ordinance 12-03-13 designating election precincts and Resolution 12-03-62R designating polling locations and providing for preclearance in the City of Frisco for the May 12, 2012 General Election. Denton County had reassigned new precinct numbers to their precincts after redistricting had changed precinct lines. After Council had called the election and given approval, Denton County was notified by the Secretary of State that the five digit precinct numbers that were reassigned to county precincts did not work with the State's four digit system and needed to be changed again.

This Ordinance and Resolution will amend the Exhibit A map that was included in the original documents reflecting the new four digit precinct numbers.

Alternatives: No alternatives

Legal Review: Ordinance and Resolution approved by Courtney Kuykendall, City Attorney.

Supporting Documents: Amending Ordinance and Resolution

Staff Recommendation: Approval

AGENDA ITEM #25.A.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NO. 12-03-13 TO REPLACE EXHIBIT "A"; PROVIDING FOR THE PRE-CLEARANCE OF SAID ELECTION PRECINCTS NUMBERS AND ALL NECESSARY ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has previously investigated and determined that it will be advantageous and beneficial to the City of Frisco, Texas ("Frisco") and its inhabitants to designate election precincts for all elections ordered by the City Council through the City Council's adoption of Ordinance No. 12-03-13; and

WHEREAS, an Exhibit "A" was attached to Ordinance No. 12-03-13, identifying, among other things, the election precincts, polling locations and precinct numbers; and

WHEREAS, it has come to the attention of the City Council that the Denton County Elections Administrator has revised the precinct numbers since the adoption of Ordinance No. 12-03-13; and

WHEREAS, the City Council has further investigated and determined that it is the best interest of the Frisco to amend Ordinance No. 12-03-13 by replacing the Exhibit "A" in order to correct the precinct numbers; and

WHEREAS, changes in precincts constitutes a change from prior practices requiring preclearance under Section 5 of the Federal Voting Rights Act, and the Denton County Elections Administrator shall preclear this change on behalf of Frisco.

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

SECTION 1: FINDINGS INCORPORATED. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: REPLACING EXHIBIT "A" TO ORDINANCE NO. 12-03-13. Exhibit "A" to Ordinance No. 12-03-13, is hereby replaced in its entirety by the Exhibit "A", attached hereto and incorporated herein for all purposes. These four (4) election precincts identified on the Exhibit "A" are coterminous with the Voting Precincts adopted by the Collin County Commissioners Court on August 17, 2012, August 22, 2012 and September 6, 2012, and the Denton County Commissioners Court on October 4, 2012.

SECTION 3: SUBMISSIONS TO THE UNITED STATES JUSTICE DEPARTMENT. The Denton County Elections Administrator shall submit this change to voting practices to the United States Justice Department to seek preclearance approval pursuant to Section 5 of the Federal Voting Rights Act.

SECTION 4: NECESSARY ACTIONS. The Mayor and the City Secretary of Frisco, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code, the Texas Elections Code and any other state or federal law in carrying out and designating election precincts, whether or not expressly authorized herein and all actions previously taken are hereby ratified.

SECTION 5: EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this 17th day of April, 2012.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

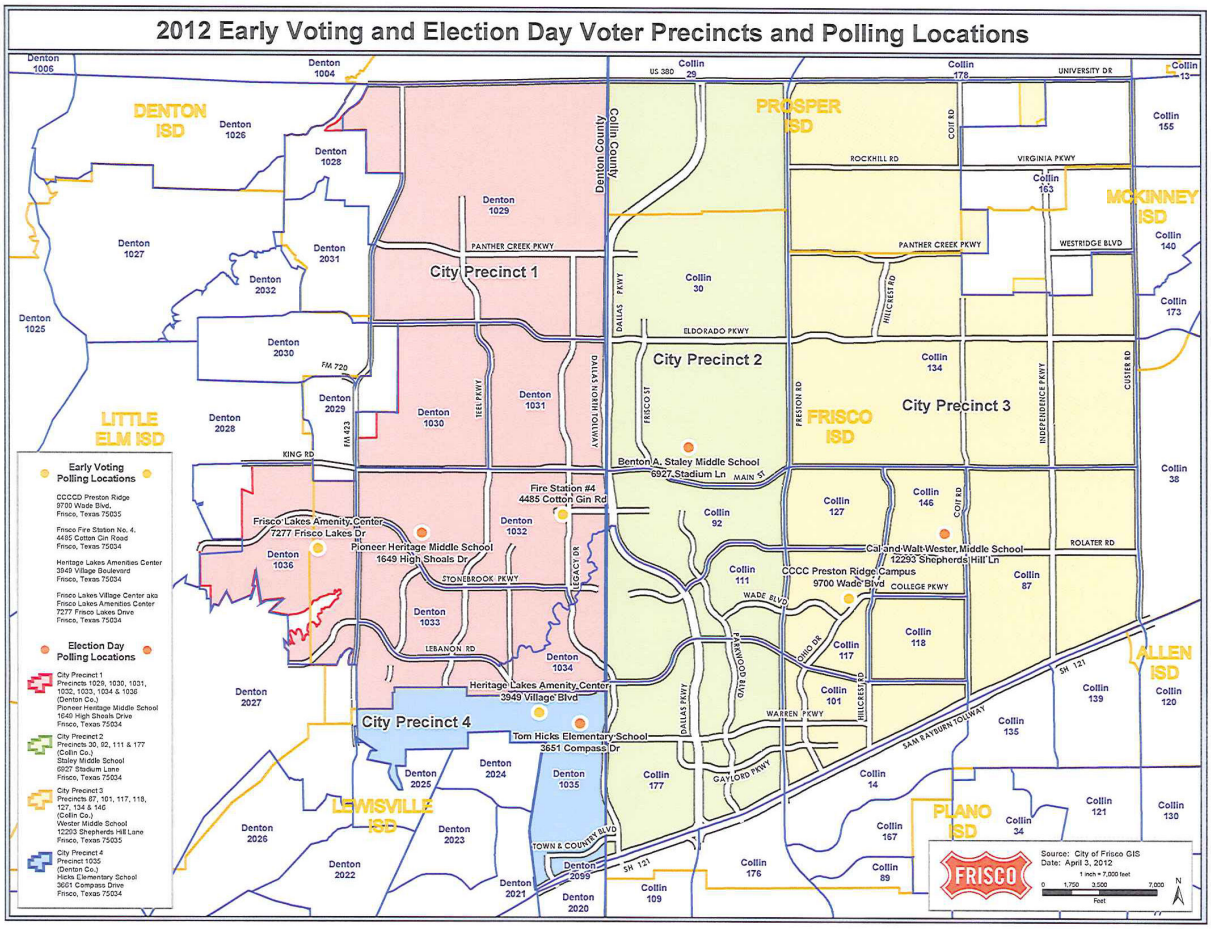
_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorneys

Date(s) of Publication: _____, Frisco Enterprise

Exhibit "A"
(Precinct Map)



AGENDA ITEM #25.B.

CITY OF FRISCO, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, AMENDING RESOLUTION NO. 12-03-62R TO REPLACE EXHIBIT "A"; PROVIDING FOR PRE-CLEARANCE AND ALL OTHER NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has previously investigated and determined that it will be advantageous and beneficial to the City of Frisco, Texas ("Frisco") and its inhabitants to designate polling locations for all May General Elections ordered by the City Council through the City Council's adoption of Resolution No. 12-03-62R; and

WHEREAS, an Exhibit "A" was attached to Resolution No. 12-03-62R, identifying, among other things, the election precincts, polling locations and precinct numbers; and

WHEREAS, it has come to the attention of the City Council that the Denton County Elections Administrator has revised the precinct numbers since the adoption of Resolution No. 12-03-62R; and

WHEREAS, the City Council has further investigated and determined that it is the best interest of the Frisco to amend Resolution No. 12-03-62R by replacing the Exhibit "A" in order to correct the precinct numbers; and

WHEREAS, changes in precincts constitutes a change from prior practices requiring preclearance under Section 5 of the Federal Voting Rights Act, and the Denton County Elections Administrator shall preclear this change on behalf of Frisco.

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: REPLACING EXHIBIT "A" TO RESOLUTION NO. 12-03-62R. Exhibit "A" to Resolution No. 12-03-62R is hereby replaced in its entirety by the Exhibit "A" attached hereto and incorporated herein for all purposes. These four (4) election precincts identified on the Exhibit "A" are coterminous with the Voting Precincts adopted by the Collin County Commissioners Court on August 17, 2012, August 22, 2012 and September 6, 2012, and the Denton County Commissioners Court on October 4, 2012.

SECTION 3: SUBMISSIONS TO THE UNITED STATES JUSTICE DEPARTMENT. The Denton County Elections Administrator shall submit this change to voting practices to the United States Justice Department to seek preclearance approval pursuant to Section 5 of the Federal Voting Rights Act.

SECTION 4: NECESSARY ACTIONS. The Mayor and the City Secretary of Frisco, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code, the Texas Election Code and any other state or federal law in carrying out and designating polling placing, whether or not expressly authorized herein and all actions previously taken are hereby ratified

SECTION 5: EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 17th day of April, 2012.

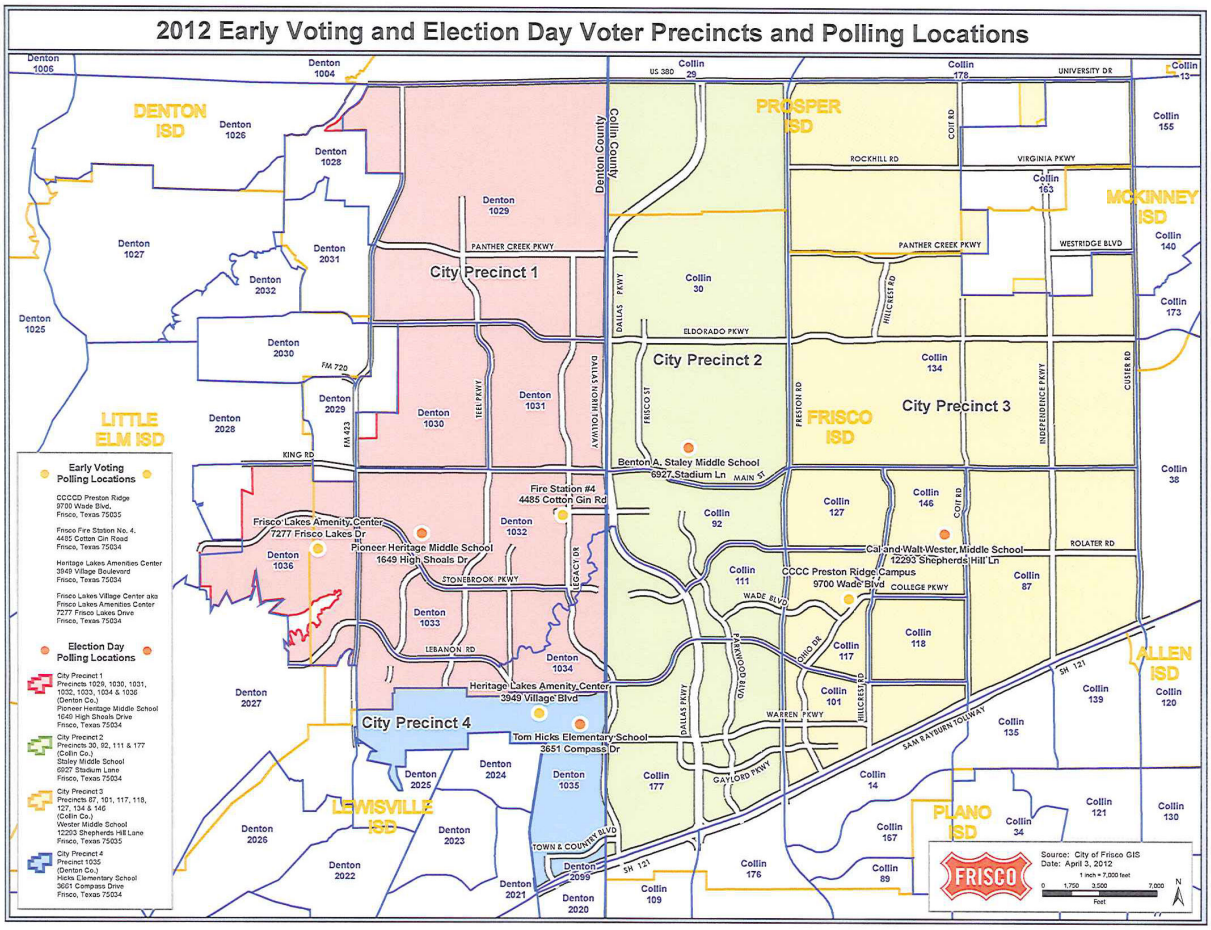
_____
MAHER MASO, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

Date of Publication: _____, in the *Frisco Enterprise.*

Exhibit "A"
(Polling Locations)



AGENDA ITEM #26.

Frisco Police Department
City of Frisco, Texas

Memorandum

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

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

From: **John Bruce, Assistant Chief of Police**

Date: **4/09/2012**

Agenda Caption: Consider and Act upon accepting the petition from Richwoods Subdivision seeking to cause the traffic rules and laws relating to the operation of motor vehicles on public thoroughfares of the City apply to their private streets in accord with Texas Transportation Code, Section 542.008.

Action Requested: Accept the petition from Richwoods Subdivision extending enforcement of traffic regulations to the private roadways of their gated community.

Background Information: The Richwood Owners are building a gated subdivision within the City limits of Frisco and in accord with the Texas Transportation Code, Section 542.008, seek to cause the traffic rules and laws relating to the operation of motor vehicles on public thoroughfares of the city of Frisco to apply in the Richwoods Addition. The owners have submitted a petition in accordance to the statute. The owners and future Home Owner's management group are in agreement with this action and the future upkeep on signage in accordance with regulations.

Board Review/Citizen Input: N/A

Alternatives: Denial of the petition.

Financial Considerations: The law provides that Council could charge an additional fee to cover the costs of traffic enforcement. Petitioner's have requested that no additional fee be charged as the City would be delivering similar services as non-gated communities receive for no additional fees.

Legal Review: City Attorney's office has reviewed the petition and agrees as to its form.

Supporting Documents: Petition from Richwoods Development, LLC

Staff Recommendation: Traffic Engineering and the Police Department see no problems with accepting this petition as long as the development follows through with the signage plan during final construction.

PETITION FOR CITY OF FRISCO POLICE PATROL AND ENFORCEMENT IN GATED COMMUNITY OF RICHWOODS

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

WITNESSETH:

WHEREAS, Richwoods Development, LLC is the owner of certain real property in the City of Frisco, Collin County, Texas, ("City") that will become a private gated community known as "Richwoods" an addition to the City more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Richwoods Land, L.P., is the owner of certain additional real property in the City, contiguous with Richwoods that, upon completion of development, is intended for inclusion into the Richwoods gated community through the annexation process provided in the restrictive covenants of Richwoods, and such additional real property is more fully described on Exhibit "B" attached hereto and incorporated herein by reference (all of such property within Richwoods, now or in the future, being referred to herein as the "Richwoods Addition" whether one or more); and

WHEREAS, the Richwoods Association of Homeowners, Inc. (also referred to herein as the "Association") will be the owner of the private streets and roads by way of dedication to the Association for purposes of ownership and maintenance thereof; and

WHEREAS, Richwoods Development, LLC, Richwoods Land, L.P., and the Association will be collectively referred to as the "Richwoods Owners" for purposes of this Petition; and

WHEREAS, the Richwoods Owners acknowledge that Richwoods is a subdivision being developed within the City limits of the City and in accordance with the Texas Transportation Code Section 542.008, as amended (the "Statute") the Richwoods Owners seek to cause the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply in the Richwoods Addition; and

WHEREAS, the Statute applies to a subdivision in which the roads are privately owned or maintained, and to a municipality with a population of 300 or more; and

WHEREAS, the Statute authorizes, on petition of 25% of the property owners residing in a subdivision, the governing body of the municipality to extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally; and

WHEREAS, pursuant to the authority provided for in the Statute, the Richwoods Owners petition to obtain consent and agreement for the enforcement of the traffic rules and laws related to the operation of motor vehicles on public thoroughfares and other laws of the City, as allowed by the Statute, and obtain the patrol presence of the City Police Department for the health, safety and welfare of the citizens that will reside in the Richwoods Addition; and

WHEREAS, the Richwoods Owners acknowledge and agree that the terms and conditions set forth in this Petition are subject to the City Council's issuance of an ordinance stating that the private roads in Richwoods Addition are to be considered to be public highways or streets for the purposes of the application and enforcement of the specified traffic rules requested and agreed upon; and

WHEREAS, in the event the City Council chooses to act on this Petition, the Richwoods Owners may be required to enter into an agreement with the City setting forth the terms and conditions upon which the traffic rules that apply in the City or in the county shall apply in Richwoods Addition, and in that event, said agreement shall be an exhibit to the Ordinance.

NOW, THEREFORE, this Petition is submitted to comply with the Statute and to request that the City Council accept the Petition and find that it is in the best interest of the City to draft and approve an ordinance authorizing the City to apply the City's traffic rules in the Richwoods Addition and the provision of law enforcement for the Richwoods Addition in accordance with an agreement with the City.

PETITION:

Pursuant to Section 542.008 of the Texas Transportation Code, the Richwoods Owners unanimously petition the City as follows:

1. General Nature of Requested Service:

The Richwoods Owners seek the City to approve and direct that the City Police Department will provide law enforcement to the Richwoods Addition for the purpose of patrol, enforcement of traffic control and laws related to operation of motor vehicles, investigation of criminal activity, and deterrent of criminal activity in the violation of City and State laws within the jurisdiction of the City Police Department for the health, safety and welfare of the citizens of the Richwoods Addition, as defined herein.

2. Satisfaction of Conditions Precedent:

(a) The Statute applies to a subdivision in which the roads are privately owned or maintained. The roads of the Richwoods Addition are and will be privately owned and maintained, in accord with Special Use Permit: Richwoods (SUP11-0004) through dedication to the Association.

(b) Frisco is a municipality with a population of 300 or more.

(c) The Statute requires the Petition of at least 25 percent of the property owners residing in the subdivision or on the request of the governing body of the entity that maintains the roads. The Association has joined in this Petition as do the Richwoods Owners, who own and control 100% of the real property and roads made the subject of this Petition, as more particularly described in Exhibit "B".

3. Municipality May Extend Services:

The Statute provides that the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision, such as the Richwoods Addition, are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally.

4. Traffic Rules Sought to Be Extended:

The Richwoods Owners seek to extend all traffic rules of City thoroughfares similar to those within the Richwoods Addition, including but not limited to:

(a) Speed Limit of 30 mph;
(b) Vehicle Registration and Inspection Laws; and
(c) Traffic Rules regarding speed, signal indicators, stop signs, parking, and similar traffic laws.

In compliance with the Statute, this Petition specifies the traffic rules that are sought to be extended. The Richwoods Owners request the City to extend all of such requested rules to the Richwoods Addition for the safety, health and welfare of the citizens.

5. Lack of Necessity for Payment of Costs of Police Service:

The Richwoods Owners seek no different enforcement or service than that made available and provided to all other citizens and taxpayers of the City, and pursuant to the Statute. While the City may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, there should be no additional cost than that borne for any other citizen. Accordingly, the Richwoods Owners petition that no additional charges be imposed for the provision of the police service in accordance with the agreement between the Richwood Owners and the City.

6. Proposed Method of Enforcement:

On issuance of an order under the Statute, the Richwoods Owners acknowledge that the private roads in the subdivision will be considered to be public highways or streets for purposes of the application and enforcement of the specified traffic rules. The Richwoods Owners will comply with all City requests for placement of necessary official traffic control devices on property abutting the private roads if:

(a) those devices relate to the specified traffic rule; and
(b) the consent of the owner of that property is obtained, if on property not owned by the Association, or an easement is available for the placement.

7. Execution:

This Petition is signed by the authorized representatives of the Richwoods Owners.

This Petition will be filed with the Municipal Secretary or other officer performing the functions of the Municipal Secretary. The Richwoods Owners submit this their Petition and request that the City grant all matters requested herein and issue an appropriate Ordinance of the City of Frisco consistent with this Petition, the laws of the State of Texas and the City of Frisco.

Signed this 26TH day of March, 2012.

Richwoods Development, LLC

By: Daniel J. Walsh
Its: Vice President

Richwoods Land, L.P.
By: Richwoods Management, LLC
Its: General Partner

By: Daniel J. Walsh
Its: Vice-President

Richwoods Association of Homeowners, Inc.

By: Daniel J. Walsh
Its: Treasurer

Exhibit "A"

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 926.82' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W following CR No. 68 a distance of 598.29' pk nail and shiner set for corner;

THENCE N 00°24'36" E a distance of 799.71' to a capped 1/2" iron rod set for corner;

THENCE N 17°26'24" W a distance of 66.06' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of S 79°52'26" W, and a chord length of 243.14';

THENCE along said curve to the right through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 738.75' to a capped 1/2" iron rod set for corner;

THENCE S 78°50'22" W a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 85°01'36" W a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE S 89°59'57" W a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 89°35'24" W a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 842.27' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of N 89°48'35" E, and a chord length of 23.07';

THENCE along said curve to the right through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 586.94' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 670.10' to a capped 1/2" iron rod set for corner in the south Right of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 56.51' to a capped 1/2" iron rod set for corner;

THENCE N 89°15'33" E following the south ROW line of Rolater Road a distance of 1667.14' to a capped 1/2" iron rod set for corner;

THENCE S 01°00'54" W a distance of 1022.61' to a capped 5/8" iron rod found for corner;

THENCE S 00°06'42" E a distance of 1087.07' to a capped 5/8" iron rod found for corner;

THENCE N 89°08'19" E a distance of 865.05' to a capped 1/2" iron rod set for corner in the west Right Of Way line of Independence Parkway;

THENCE S 00°36'38" E following the west ROW line of said Independence Parkway a distance of 540.50' to a capped 1/2" iron rod set for corner;

THENCE S 00°01'12" E following the west ROW line of said Independence Parkway a distance of 428.29' to a capped 1/2" iron rod found for corner at the northeast corner of a 20.000 acre tract conveyed to the Frisco ISD as recorded in County Clerks No. 20101115001243960, Collin County, Texas;

THENCE DUB WEST following the north line of said Frisco ISD tract a distance of 848.93' to a capped 1/2" iron rod found for corner;

THENCE S 00°26'20" W following the west line of said Frisco ISD tract passing at 1021.49' the southwest corner of said Frisco ISD tract and continuing in all a distance of 2230.44' to the POINT OF BEGINNING, and containing 8,914,461 square feet or 204.648 acres of land.

Exhibit "B"

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 1704.56' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W a distance of 1117.45' to a pk nail w/shiner set for corner;

THENCE N 00°19'10" W a distance of 15.18' to a capped 1/2" iron rod set for corner;

THENCE S 89°52'00" W a distance of 2579.49' to a "X" cut set for corner in the east Right Of Way line of Colt Road;

THENCE N 00°26'09" W following the east ROW line of Colt Road a distance of 2599.47' to a capped 1/2" iron rod set for corner;

THENCE N 01°41'01" W following the east ROW line of Colt Road a distance of 1379.49' to a capped 1/2" iron rod set for corner;

THENCE N 01°33'49" W following the east ROW line of Colt Road a distance of 228.09' to a capped 1/2" iron rod set for corner;

THENCE N 88°21'39" E a distance of 960.49' to a capped 5/8" iron rod found for corner, said capped iron rod being at the beginning of a nontangent curve to the right with a chord bearing of N 61°00'24" E a chord length of 756.07;

THENCE along said curve to the right through a central angle of 56°23'57" a radius of 800.00', an arc length of 787.48' to a capped 5/8" iron rod found for corner;

THENCE N 89°55'10" E a distance of 163.01' to a capped 5/8" iron rod found for corner;

THENCE N 00°47'39" W a distance of 663.41' to a capped 1/2" iron rod set for corner in the south Right Of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 874.29' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 670.10' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner, said iron rod being at the beginning of a curve to the left with a chord bearing of S 89°48'35" W, with a chord length of 23.07';

THENCE along said curve to the left through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 842.27' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°35'24" E a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 89°59'57" E a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 85°01'36" E a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE N 78°50'22" E a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 738.75' to a capped 1/2" iron rod set for corner, said iron rod being the beginning of a non tangent curve to the left with a chord bearing of N 79°52'26" E, with a chord length of 243.14';

THENCE along said curve to the left through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE S 17°26'24" E a distance of 66.06' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 799.71' to the POINT OF BEGINNING and containing 13,132,394 square feet or 301.478 acres of land.

AGENDA ITEM #27.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

To: Honorable Mayor and City Council

From: John Webb, AICP, Zoning & Subdivision Administrator *JW*

XC: George Purefoy, City Manager
John Lettelleir, AICP, Director of Development Services

Date: April 12, 2012

Subject: Planning & Zoning Commission Site Plan and Plat Approvals

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In accordance with the Zoning and Subdivision Ordinances, the City Council may appeal the decision of the Planning & Zoning Commission regarding their action taken on any site plan or plat by submitting a written notice of appeal to Development Services. A favorable motion of four members of the City Council is required to appeal the decision of the Planning & Zoning Commission and to direct staff to submit a written notice of appeal on behalf of the City Council.

Following are the memos detailing the preliminary site plans, site plans, preliminary plats, final plats, replats, conveyance plats, and/or amended plats approved by the Planning & Zoning Commission at their April 11, 2012 meeting.

Commissioner Williamson was absent during the Consent Agenda and arrived at the beginning of the Public Hearing portion of the meeting.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Final Plat: Custer Star Addition, Block A, Lot 7 (FP12-0007)
Owner(s): L&MV Enterprises, Inc.

Description:
A dry cleaner with a drive-through window on one lot on 1.5± acres on the west side of Custer Road, 900± feet north of Eldorado Parkway. Zoned Retail with a Specific Use Permit (S-169) for a Big Box. Neighborhood #9. RC

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Preliminary Plat: Creekside Village (PP12-0002)
Owner(s): Thomas D. Vogt, City of Frisco, and Frisco Community Development Corporation.

Description:
25 Single Family-7 lots and one Homeowners' Association lots on 9.0± acres on the northwest corner of Preston Trace Boulevard and Williford Trail. Zoned Single Family-7. Neighborhood #11. RC

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Planning & Zoning Commission approval of a waiver of Section 8.03(e) of the Subdivision Ordinance for Major Creeks.
2. City Council's adoption of a Resolution allowing public parklands to be used for City right-of-way purposes.
3. Staff approval of a Landscape Plan.
4. Additions and/or alterations resulting from Engineering Services' review of construction plans.

This Preliminary Plat will expire on 04-10-2014.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Final Plat: Eldorado Commons, Block A, Lot 3 (SPFP10-0010)
Owner(s): JSJM Interest, LLC.

Description:
A restaurant with a drive through window on one lot on 0.8± acre on the east side of Legacy Drive, 1,120± feet south of Eldorado Parkway. Zoned Planned Development-171-Retail. Neighborhood #46. RC

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Final Plat: Teel Crossing Shopping Center II, Block A, Lot 7 (SPFP11-0001)
Owner(s): Retail Buildings Inc.

Description:
A restaurant with a drive through window on one lot on 1.2± acres on the north side of Main Street, 760± feet west of Teel Parkway. Zoned Commercial-1. Neighborhood #44. RC

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Final Plat: Hillcrest Corners, Block A, Lot 3 (SPFP11-0005)
Owner(s): Children's Lighthouse of Panther Creek, Inc.

Description:
A child-care center on one lot on 1.7± acres on the north side of Eldorado Parkway, 415± feet west of Hillcrest Road. Zoned Planned Development-2-Neighborhood Commercial. Neighborhood #9. SM

Result/Action:

Approved: 5-0 (Williamson absent)
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Preliminary Plat: Villas at Belle Creek (PP12-0001)
Owner(s): G. R. Arthur, Ltd.

Description:
30 Single Family-7 lots and five Homeowners' Association lots on 17.1± acres on the north side of Eldorado Parkway, 600± feet east of Teel Parkway. Planned-Development-218-Office-1. A companion item to Z12-0003. Neighborhood #48. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to the following conditions:

1. City Council approval of the Ordinance for Z12-0003 to rezone the property to Single Family-7.
2. Dedication of an off-site temporary street easement for a temporary turnaround on Ida Drive prior to release for construction.
3. Payment and/or planting of tree mitigation requirements.
4. Engineering Services' approval of a flood study. Should the study require modifications to the lots and/or streets, then an amendment to the preliminary plat shall be submitted for approval.

The Preliminary Plat will expire on 04-10-2014.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

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April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Revised Preliminary Site Plan: Eternity Community Church, Block A, Lot 1 (PSP12-0004)
Owner(s): Eternity Community Church

Description:
A church on one lot on 5.0± acres on the east side of Independence Parkway, 2,300± feet north of Eldorado Parkway. Zoned Single Family-8.5 with a Specific Use Permit (S-202) for a Church. A companion item to Z12-0004 and SUP12-0004. Neighborhood #6. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. City Council adoption of an Ordinance approving a Specific Use Permit (SUP12-0004) for a Church.
2. Dedication of right-of-way necessary for Independence Parkway.

This Revised Preliminary Site Plan will expire on 03-12-2014.

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
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WWW.FRISCOTEXAS.GOV

April 11, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, April 10, 2012

Revised Preliminary Site Plan,
Replat and Revised Conveyance Plat: 712 Business Park, Block A, Lots 1R, 2R & 4 (PSPRP12-0002)
Owner(s): SEACAL Frisco, LLC.

Description:
Six industrial/office/warehouse buildings on three lots on 31.0± acres on the east side of John W. Elliott Drive, 315± feet north of All Stars Avenue. Zoned Industrial. Neighborhood #46. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

Revised Preliminary Site Plan: Approved as submitted.

Replat and Revised Conveyance Plat: Approved as submitted.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #28.

PROGRESS IN MOTION

Frisco Police Department
City of Frisco, Texas

Memorandum

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

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

From: **John Bruce, Assistant Chief of Police**

Date: **4/9/2012**

Agenda Caption: Consider and act upon approval of an ordinance extending the traffic rules and laws relating to the operation of motor vehicles on public thoroughfares of the City of Frisco to the private roadways of the Richwoods Subdivision and provide for an effective date.

Action Requested: Approve the ordinance extending traffic rules and laws onto the private roadways of the Richwoods Subdivision.

Background Information: The Richwoods Owners have petitioned the Council to extend the traffic regulations to their private roadways in accordance with Texas Transportation Code, Section 542.008.

Board Review/Citizen Input: N/A

Alternatives: Denial of the Ordinance.

Financial Considerations: The law provides that Council could charge an additional fee to cover the costs of traffic enforcement. Petitioner's requested that no additional fee be charged.

Legal Review: City Attorney's office has reviewed the ordinance and agrees as to its form.

Supporting Documents: Ordinance

Staff Recommendation: Adoption of the Ordinance.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, ORDERING THE PRIVATE ROADS IN THE RICHWOODS ADDITION AND TO BE CONSIDERED AS PUBLIC HIGHWAYS AND/OR STREETS FOR THE PURPOSE OF THE APPLICATION AND ENFORCEMENT OF THE TRAFFIC RULES IDENTIFIED IN THE TRAFFIC ENFORCEMENT AGREEMENT, ATTACHED HERETO AS EXHIBIT "B," PURSUANT TO THE AUTHORITY PROVIDED BY TRANSPORTATION CODE SECTION 542.008; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas ("City Council") was presented with a petition dated March 26, 2012, on behalf of Richwoods Development, LLC, Richwoods Land, L.P. and the Richwoods Association of Homeowners, Inc. ("Petition"), attached hereto as **Exhibit "A"** and incorporated herein for all purposes, and in accordance with Texas Transportation Code § 542.008 ("Statute"), to seek to cause the traffic rules and law related to the operation of motor vehicles on public thoroughfares of the City of Frisco, Texas ("Frisco") to apply in the Richwoods Addition; and

WHEREAS, the City Council has accepted the Petition; and

WHEREAS, in accordance with the statute, the City Council has investigated and determined that it is in the best interest of the citizens of Frisco to order that the traffic rules identified in the agreement attached hereto as **Exhibit "B"** and incorporated herein for all purposes ("Traffic Enforcement Agreement (Richwoods Addition"), be extended to the Richwoods Addition pursuant to the terms and conditions of said Traffic Enforcement Agreement (Richwoods Addition), and that the City Manager be authorized to execute the same.

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: Traffic Enforcement Agreement (Richwoods Addition). The City Council of the City of Frisco, Texas, hereby ratifies, approves and confirms all actions taken heretofore in connection with the execution of the Traffic Enforcement Agreement (Richwoods Addition) by the City Manager on behalf of the City Council, which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

SECTION 3: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00) if the violation relates to the public health, sanitation or dumping of refuse, otherwise the fine shall be a sum not exceeding Five Hundred Dollars ($500.00). The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall become effective from and after its passage and publication as required by the City Charter and law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, on this _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

_____
Abernathy Roeder Boyd & Joplin P.C.
Courtney A. Kuykendall, City Attorney

DATE(s) OF PUBLICATION: _____, FRISCO ENTERPRISE

Exhibit
"A"

PETITION FOR CITY OF FRISCO POLICE PATROL AND ENFORCEMENT IN GATED COMMUNITY OF RICHWOODS

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

WITNESSETH:

WHEREAS, Richwoods Development, LLC is the owner of certain real property in the City of Frisco, Collin County, Texas, ("City") that will become a private gated community known as "Richwoods" an addition to the City more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Richwoods Land, L.P., is the owner of certain additional real property in the City, contiguous with Richwoods that, upon completion of development, is intended for inclusion into the Richwoods gated community through the annexation process provided in the restrictive covenants of Richwoods, and such additional real property is more fully described on Exhibit "B" attached hereto and incorporated herein by reference (all of such property within Richwoods, now or in the future, being referred to herein as the "Richwoods Addition" whether one or more); and

WHEREAS, the Richwoods Association of Homeowners, Inc. (also referred to herein as the "Association") will be the owner of the private streets and roads by way of dedication to the Association for purposes of ownership and maintenance thereof; and

WHEREAS, Richwoods Development, LLC, Richwoods Land, L.P., and the Association will be collectively referred to as the "Richwoods Owners" for purposes of this Petition; and

WHEREAS, the Richwoods Owners acknowledge that Richwoods is a subdivision being developed within the City limits of the City and in accordance with the Texas Transportation Code Section 542.008, as amended (the "Statute") the Richwoods Owners seek to cause the traffic rules and laws related to operation of motor vehicles on public thoroughfares of the City to apply in the Richwoods Addition; and

WHEREAS, the Statute applies to a subdivision in which the roads are privately owned or maintained, and to a municipality with a population of 300 or more; and

WHEREAS, the Statute authorizes, on petition of 25% of the property owners residing in a subdivision, the governing body of the municipality to extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally; and

WHEREAS, pursuant to the authority provided for in the Statute, the Richwoods Owners petition to obtain consent and agreement for the enforcement of the traffic rules and laws related to the operation of motor vehicles on public thoroughfares and other laws of the City, as allowed by the Statute, and obtain the patrol presence of the City Police Department for the health, safety and welfare of the citizens that will reside in the Richwoods Addition; and

WHEREAS, the Richwoods Owners acknowledge and agree that the terms and conditions set forth in this Petition are subject to the City Council's issuance of an ordinance stating that the private roads in Richwoods Addition are to be considered to be public highways or streets for the purposes of the application and enforcement of the specified traffic rules requested and agreed upon; and

WHEREAS, in the event the City Council chooses to act on this Petition, the Richwoods Owners may be required to enter into an agreement with the City setting forth the terms and conditions upon which the traffic rules that apply in the City or in the county shall apply in Richwoods Addition, and in that event, said agreement shall be an exhibit to the Ordinance.

NOW, THEREFORE, this Petition is submitted to comply with the Statute and to request that the City Council accept the Petition and find that it is in the best interest of the City to draft and approve an ordinance authorizing the City to apply the City's traffic rules in the Richwoods Addition and the provision of law enforcement for the Richwoods Addition in accordance with an agreement with the City.

PETITION:

Pursuant to Section 542.008 of the Texas Transportation Code, the Richwoods Owners unanimously petition the City as follows:

1. General Nature of Requested Service:

The Richwoods Owners seek the City to approve and direct that the City Police Department will provide law enforcement to the Richwoods Addition for the purpose of patrol, enforcement of traffic control and laws related to operation of motor vehicles, investigation of criminal activity, and deterrent of criminal activity in the violation of City and State laws within the jurisdiction of the City Police Department for the health, safety and welfare of the citizens of the Richwoods Addition, as defined herein.

2. Satisfaction of Conditions Precedent:

(a) The Statute applies to a subdivision in which the roads are privately owned or maintained. The roads of the Richwoods Addition are and will be privately owned and maintained, in accord with Special Use Permit: Richwoods (SUP11-0004) through dedication to the Association.

(b) Frisco is a municipality with a population of 300 or more.

(c) The Statute requires the Petition of at least 25 percent of the property owners residing in the subdivision or on the request of the governing body of the entity that maintains the roads. The Association has joined in this Petition as do the Richwoods Owners, who own and control 100% of the real property and roads made the subject of this Petition, as more particularly described in Exhibit "B".

3. Municipality May Extend Services:

The Statute provides that the governing body of the municipality may extend by ordinance any traffic rules that apply to a road owned by the municipality, or by the county in which the municipality is located, to the roads in the subdivision so that the roads of the subdivision, such as the Richwoods Addition, are under the same traffic rules, if the governing body of the municipality finds the ordinance in the interest of the municipality generally.

4. Traffic Rules Sought to Be Extended:

The Richwoods Owners seek to extend all traffic rules of City thoroughfares similar to those within the Richwoods Addition, including but not limited to:

(a) Speed Limit of 30 mph;
(b) Vehicle Registration and Inspection Laws; and
(c) Traffic Rules regarding speed, signal indicators, stop signs, parking, and similar traffic laws.

In compliance with the Statute, this Petition specifies the traffic rules that are sought to be extended. The Richwoods Owners request the City to extend all of such requested rules to the Richwoods Addition for the safety, health and welfare of the citizens.

5. Lack of Necessity for Payment of Costs of Police Service:

The Richwoods Owners seek no different enforcement or service than that made available and provided to all other citizens and taxpayers of the City, and pursuant to the Statute. While the City may require that owners of property in the subdivision pay all or part of the cost of extending and enforcing the traffic rules in the subdivision, there should be no additional cost than that borne for any other citizen. Accordingly, the Richwoods Owners petition that no additional charges be imposed for the provision of the police service in accordance with the agreement between the Richwood Owners and the City.

6. Proposed Method of Enforcement:

On issuance of an order under the Statute, the Richwoods Owners acknowledge that the private roads in the subdivision will be considered to be public highways or streets for purposes of the application and enforcement of the specified traffic rules. The Richwoods Owners will comply with all City requests for placement of necessary official traffic control devices on property abutting the private roads if:

(a) those devices relate to the specified traffic rule; and
(b) the consent of the owner of that property is obtained, if on property not owned by the Association, or an easement is available for the placement.

7. Execution:

This Petition is signed by the authorized representatives of the Richwoods Owners.

This Petition will be filed with the Municipal Secretary or other officer performing the functions of the Municipal Secretary. The Richwoods Owners submit this their Petition and request that the City grant all matters requested herein and issue an appropriate Ordinance of the City of Frisco consistent with this Petition, the laws of the State of Texas and the City of Frisco.

Signed this 26TH day of March, 2012.

Richwoods Development, LLC

By: Daniel J. Walsh
Its: Vice President

Richwoods Land, L.P.
By: Richwoods Management, LLC
Its: General Partner

By: Daniel J. Walsh
Its: Vice-President

Richwoods Association of Homeowners, Inc.

By: Daniel J. Walsh
Its: Treasurer

Exhibit "A"

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 926.82' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W following CR No. 68 a distance of 598.29' pk nail and shiner set for corner;

THENCE N 00°24'36" E a distance of 799.71' to a capped 1/2" iron rod set for corner;

THENCE N 17°26'24" W a distance of 66.06' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of S 79°52'26" W, and a chord length of 243.14';

THENCE along said curve to the right through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 738.75' to a capped 1/2" iron rod set for corner;

THENCE S 78°50'22" W a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 85°01'36" W a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE S 89°59'57" W a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 89°35'24" W a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 842.27' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of N 89°48'35" E, and a chord length of 23.07';

THENCE along said curve to the right through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 586.94' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 670.10' to a capped 1/2" iron rod set for corner in the south Right of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 56.51' to a capped 1/2" iron rod set for corner;

THENCE N 89°13'33" E following the south ROW line of Rolater Road a distance of 1667.14' to a capped 1/2" iron rod set for corner;

THENCE S 01°00'54" W a distance of 1022.61' to a capped 5/8" iron rod found for corner;

THENCE S 00°06'42" E a distance of 1087.07' to a capped 5/8" iron rod found for corner;

THENCE N 89°08'19" E a distance of 865.05' to a capped 1/2" iron rod set for corner in the west Right Of Way line of Independence Parkway;

THENCE S 00°36'38" E following the west ROW line of said Independence Parkway a distance of 540.50' to a capped 1/2" iron rod set for corner;

THENCE S 00°01'12" E following the west ROW line of said Independence Parkway a distance of 428.29' to a capped 1/2" iron rod found for corner at the northeast corner of a 20.000 acre tract conveyed to the Frisco ISD as recorded in County Clerks No. 20101115001243960, Collin County, Texas;

THENCE DUE WEST following the north line of said Frisco ISD tract a distance of 848.93' to a capped 1/2" iron rod found for corner;

THENCE S 00°26'20" W following the west line of said Frisco ISD tract passing at 1021.49' the southwest corner of said Frisco ISD tract and continuing in all a distance of 2230.44' to the POINT OF BEGINNING, and containing 8,914,461 square feet or 204.648 acres of land.

Exhibit "B"

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 1704.56' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W a distance of 1117.45' to a pk nail w/shiner set for corner;

THENCE N 00°19'10" W a distance of 15.18' to a capped 1/2" iron rod set for corner;

THENCE S 89°52'00" W a distance of 2579.49' to a "X" cut set for corner in the east Right Of Way line of Coit Road;

THENCE N 00°26'09" W following the east ROW line of Coit Road a distance of 2599.47' to a capped 1/2" iron rod set for corner;

THENCE N 01°41'01" W following the east ROW line of Coit Road a distance of 1379.49' to a capped 1/2" iron rod set for corner;

THENCE N 01°33'49" W following the east ROW line of Coit Road a distance of 228.09' to a capped 1/2" iron rod set for corner;

THENCE N 88°21'39" E a distance of 960.49' to a capped 5/8" iron rod found for corner, said capped iron rod being at the beginning of a nontangent curve to the right with a chord bearing of N 61°00'24" E a chord length of 756.07;

THENCE along said curve to the right through a central angle of 56°23'57" a radius of 800.00', an arc length of 787.48' to a capped 5/8" iron rod found for corner;

THENCE N 89°55'10" E a distance of 163.01' to a capped 5/8" iron rod found for corner;

THENCE N 00°47'39" W a distance of 663.41' to a capped 1/2" iron rod set for corner in the south Right Of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 874.29' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 670.10' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner, said iron rod being at the beginning of a curve to the left with a chord bearing of S 89°48'35" W, with a chord length of 23.07';

THENCE along said curve to the left through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 842.27' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°35'24" E a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 89°59'57" E a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 85°01'36" E a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE N 78°50'22" E a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 736.75' to a capped 1/2" iron rod set for corner, said iron rod being the beginning of a non tangent curve to the left with a chord bearing of N 79°52'26" E, with a chord length of 243.14';

THENCE along said curve to the left through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE S 17°26'24" E a distance of 66.06' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 799.71' to the POINT OF BEGINNING and containing 13,132,394 square feet or 301.478 acres of land.

Exhibit "B" to Petition for City of Frisco Police Patrol and Enforcement
In Gated Community of Richwoods - Page 1

Exhibit "B"

TRAFFIC ENFORCEMENT AGREEMENT
(Richwoods Addition)

This Police Service Enforcement Agreement (the "Agreement") between the City of Frisco Police Department, Texas ("Frisco") and Richwoods Development, LLC, Richwoods Land, L.P., and Richwoods Association of Homeowners, Inc., is entered into as of the date executed by the parties below.

WITNESSETH:

WHEREAS, Richwoods Development, LLC is the owner of certain real property in the City of Frisco, Collin County, Texas, that will become a private gated community known as "Richwoods" an Addition to the City of Frisco, more fully described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Richwoods Land, L.P. is the owner of certain additional real property in the City of Frisco, Collin County, Texas, contiguous with Richwoods that is intended for annexation upon completion of development into the Richwoods gated community and is more fully described on **Exhibit "B"** attached hereto and incorporated herein by reference (all of such property within Richwoods being referred to in this Agreement as the "Richwoods Addition"); and

WHEREAS, Richwoods Association of Homeowners, Inc. (the "Association") will be the owner of the private streets and roads by way of dedication to the Association for purposes of ownership and maintenance thereof; and

WHEREAS, Richwoods Development, LLC, Richwoods Land, L.P. and the Association will be collectively referred to as the "Richwoods Owners" for purposes of this Agreement; and

WHEREAS, the Richwoods Owners acknowledge that the Richwoods Addition is a subdivision being developed within the City limits of the City of Frisco, and in accordance with the Texas Transportation Code § 542.008, the Richwoods Owners presented a petition to the Frisco City Council seeking to cause the traffic rules of Frisco to apply in the Richwoods Addition (the "Petition"); and

WHEREAS, the Frisco City Council has accepted the Petition and directed staff to draft an ordinance and this Agreement, according to the requirements of Transportation Code § 542.008 to provide for the enforcement of the traffic rules of Frisco in the Richwoods Addition.

NOW, **THEREFORE**, in consideration of the recitals stated herein, mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Frisco and Richwoods Owners agree as follows:

1. Section 542.008 Transportation Code Request. Pursuant to the Petition, Frisco agrees to extend any traffic rules that apply to a road owned by Frisco, to the roads in the Richwoods Addition. The Richwood Owners agree that, pursuant to this Agreement, the roads in the Richwoods Addition are considered to be public highways or streets for purposes of the application and enforcement of the traffic rules requested herein.

2. Traffic Signs. The Richwoods Owners agree that in connection with construction, specifications and installation of subdivision traffic signs and street name blade signs, that all such signs must comply with the Texas Manual of Uniform Traffic Control Device ("TMUTCD") standards and Frisco standards. The Richwoods Owners further agree that all subdivision traffic signs and street name blade signs will be installed with ornamental frames and brackets/holders and ornamental posts with said posts constructed as breakaway posts in compliance with the codified standards of Frisco related to traffic signage in residential subdivisions.

3. Plans, Installation, and Approval. Prior to installation of the subdivision traffic signs and street name blade signs, the applicable Richwoods Owner constructing such improvements will submit plans for the design and specifications of such traffic and street name or other signage and obtain approval from Frisco. Thereafter, the applicable Richwoods Owner will construct and install such signage in accordance with the approved plans.

4. Association Obligations. In accordance with the requirements for a private gated community, the Richwoods Addition streets will be dedicated to the Association for maintenance. The Declaration for the Richwoods Addition that authorizes creation of the Association will provide that all traffic signs are included within the maintenance obligations of the Association. Therefore, the Association will pay for all repairs, replacement and maintenance of such signage to preserve the integrity of the signage in accordance with the initial street and traffic design plans for Richwoods. All maintenance performed by the Association will meet the specifications of the codified requirements of the City related to traffic signage in residential subdivisions. In the event Frisco determines that repairs, replacement and/or maintenance are required in order for Frisco to perform its obligations under this Agreement, Frisco shall inform the Association in writing of the need for said repairs, replacement and/or maintenance, and Association shall commence said repairs, replacement and/or maintenance within fourteen (14) days of such notice and diligently pursue the work thereon, with completion thereof not to exceed forty-five (45) days.

5. Frisco's Obligations. Frisco hereby agrees that it will extend and enforce any traffic rules that apply to the operation of motor vehicles on public thoroughfares in Frisco to the roads in the Richwood Addition.

6. Traffic Control Devices. Pursuant to the authority granted under Transportation Code § 542.008, Frisco may place official traffic control devices on property abutting the private roads if: (1) those devices related to the specified traffic rule; and (2) the consent of the owner of that property is obtained or an easement is available for the placement.

7. Payment. The Richwoods Owners or the Association will not be required to pay any additional cost for services requested herein, unless such services are requested in excess of the services provided to citizens that do not reside in private gated communities in Frisco.

8. **INDEMNIFICATION**. **THE RICHWOODS ASSOCIATION OF HOMEOWNERS, INC., INDIVIDUALLY AND ON BEHALF OF ITS SUCCESSORS, ASSIGNEES, GRANTEES AND/OR TRUSTEES 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 ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE ASSOCIATION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF FRISCO (HEREINAFTER "CLAIMS"). THE ASSOCIATION IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS, AND FRISCO IS REQUIRED TO REASONABLY COOPERATE AND ASSIST RICHWOOD OWNERS IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT FRISCO (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 THE ASSOCIATION IS NOT REQUIRED TO INDEMNIFY OR DEFEND FRISCO TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO FRISCO FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT FRISCO IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, FRISCO AGREES TO REIMBURSE RICHWOOD OWNERS FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY RICHWOOD OWNERS THAT ARE ATTRIBUTABLE TO FRISCO'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO RICHWOOD OWNERS WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT. IN CONNECTION WITH ANY CONTEMPLATED SETTLEMENT, FRISCO AGREES THAT THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY COSTS, LOSS OR EXPENSES OF SETTLEMENT UNLESS THE ASSOCIATION HAS CONSENTED TO SUCH SETTLEMENT IN WRITING IN ADVANCE.**

IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE RICHWOOD OWNERS 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 OBLIGATION BY FRISCO IS NOT BE CONSTRUED AS A WAIVER OF RICHWOOD OWNERS'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. RICHWOOD OWNERS 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 RICHWOOD OWNERS FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND RICHWOOD OWNERS SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY FRISCO.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY INCIDENT OCCURRING DURING THE TERM HEREOF.

9. Miscellaneous.

A. Breach**.** In the event of a breach of this Agreement by either party, the other party may pursue any remedies available at law or in equity, including without limitation, specific performance.

B. Assignment, Binding Nature and Recording. This Agreement may not be assigned by either party without written consent of the other party, which said consent shall not be unreasonably withheld**.**

C. Notices**.** Any notice required or permitted by this Agreement is effective when personally delivered in writing or two (2) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

City: The City of Frisco, Texas
Attn: George Purefoy, City Manager
6101 Frisco Square Blvd.
Frisco, Texas, 75034
Telephone No.: 972-292-5105
Facsimile No.: 972-292-5122

With copy to: Abernathy, Roeder, Boyd and Joplin
Attn: Courtney A. Kuykendall
1700 Redbud, Suite 300
McKinney, Texas 75070-1210
Telephone No.: 214-544-4000
Facsimile No.: 214-544-4040

The Richwoods Owners: Richwoods Development, LLC
Attn: Dan Walsh
4050 West Park Blvd, Plano, TX 75093
Telephone No.: 214-619-2930
Facsimile No.: 214-619-2934

and with copy to: Sloan & Roberts, PLLC
Attn: Kenneth W. Sloan
5950 Berkshire Ln., Suite 450
Dallas, Texas 75225
Telephone No.: 214-987-6070
Facsimile No.: 214-987-6071

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of change is provided to the other party in accordance with the provisions of this paragraph.

D. Capacities. The person or persons executing this Agreement on behalf of Frisco represents and warrants that he/she has the authority to do so in the capacity stated. The person or persons executing this Agreement on behalf of Frisco and the Richwoods Owner(s) represents and warrants that he/she has the authority to do so in the capacity stated.

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

F. Counterparts**.** The parties may execute this Agreement in one or more counterparts, all of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Further Assurances**.** The parties agree to take such further actions and to sign such further documents as may be reasonably necessary or appropriate to fulfill the intent of, and to complete the transactions described in this Agreement.

H. Unenforceability. If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any

other part, term or provision, and the rights of the parties will be construed as if the part, term of provision was never part of this Agreement.

I. Captions**.** The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

J. Venue**.** The parties to this Agreement agree and covenant that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Collin County, Texas.

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

L. Immunity. By execution of this Agreement, the Parties agree that Frisco has not waived or surrendered any of its governmental powers, immunities or rights, except as identified above in Section 8(a).

M. Force Majeure. Notwithstanding anything to the contrary contained herein, in the event either party is prevented from performing its obligations hereunder due to inclement weather, strikes, riots, civil unrest, or any other cause which is beyond the reasonable control of such party (a delay due to any such cause being referred to herein as a "Force Majeure Delay") then the time period for such party's performance shall be extended by the length of the Force Majeure Delay and such party's failure to perform such obligation shall be excused for the duration of, and to the extent of, such Force Majeure Delay.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the _____ day of April, 2012 (the "**Effective Date of this Agreement**").

EXECUTED as of the day and year first written above.

ATTEST:

_____
Jenny Page, City Secretary

CITY OF FRISCO, TEXAS,
a municipal corporation

By:_____
George Purefoy, City Manager

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **George Purefoy**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **City of Frisco, Texas**, a municipal corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

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

_____
Notary Public, in and for the State of Texas

Richwoods Development, LLC

_____
By: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said limited liability company.

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

_____
Notary Public, in and for the State of Texas

Richwoods Land, L.P.
By: Richwoods Management, LLC
Its: General Partner

_____

By: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Management, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she acknowledged to me that Landon Management Services, LLC is the duly authorized representative of Richwoods Land, L.P., a Texas limited partnership, and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said limited partnership.

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

_____
Notary Public, in and for the State of Texas

Richwoods Association of Homeowners, Inc.

_____

By: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Richwoods Associations of Homeowners, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument; and he/she executed said instrument for the purposes and consideration therein expressed on behalf of said non-profit corporation.

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

_____

Notary Public, in and for the State of Texas

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 926.82' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W following CR No. 68 a distance of 598.29' pk nail and shiner set for corner;

THENCE N 00°24'36" E a distance of 799.71' to a capped 1/2" iron rod set for corner;

THENCE N 17°26'24" W a distance of 66.06' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of S 79°52'26" W, and a chord length of 243.14';

THENCE along said curve to the right through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 738.75' to a capped 1/2" iron rod set for corner;

THENCE S 78°50'22" W a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 85°01'36" W a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE S 89°59'57" W a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 89°35'24" W a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 00°24'36" E a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 842.27' to a capped 1/2" iron rod set for corner at the beginning of a nontangent curve to the right with a chord bearing of N 89°48'35" E, and a chord length of 23.07';

THENCE along said curve to the right through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 586.94' to a capped 1/2" iron rod set for corner;

THENCE N 00°52'05" W a distance of 670.10' to a capped 1/2" iron rod set for corner in the south Right of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 56.51' to a capped 1/2" iron rod set for corner;

THENCE N 89°15'33" E following the south ROW line of Rolater Road a distance of 1667.14' to a capped 1/2" iron rod set for corner;

THENCE S 01°00'54" W a distance of 1022.61' to a capped 5/8" iron rod found for corner;

THENCE S 00°06'42" E a distance of 1087.07' to a capped 5/8" iron rod found for corner;

THENCE N 89°08'19" E a distance of 865.05' to a capped 1/2" iron rod set for corner in the west Right Of Way line of Independence Parkway;

THENCE S 00°36'38" E following the west ROW line of said Independence Parkway a distance of 540.50' to a capped 1/2" iron rod set for corner;

THENCE S 00°01'12" E following the west ROW line of said Independence Parkway a distance of 428.29' to a capped 1/2" iron rod found for corner at the northeast corner of a 20.000 acre tract conveyed to the Frisco ISD as recorded in County Clerks No. 20101115001243960, Collin County, Texas;

THENCE DUE WEST following the north line of said Frisco ISD tract a distance of 848.93' to a capped 1/2" iron rod found for corner;

THENCE S 00°26'20" W following the west line of said Frisco ISD tract passing at 1021.49' the southwest corner of said Frisco ISD tract and continuing in all a distance of 2230.44' to the POINT OF BEGINNING, and containing 8,914,461 square feet or 204.648 acres of land.

BEING at tract of land situated in the Jacob Baccus Survey, Abstract No. 53, Tola Dunn Survey, Abstract No. 261 and the J. W. Franklin Survey, Abstract No. 307, City of Frisco, Collin County, Texas, and also being part of a called 404.509 acre tract as conveyed to H. Roger Lawler and recorded in Volume 727, Page 454, Deed Records of Collin County, Texas, also being part of a called 160.572 acre tract as conveyed to H. Roger Lawler and recorded in Volume 682, Page 133, D.R.C.C.T., and also being part of a called 157.320 acre tract as conveyed to H. Roger Lawler and recorded in Volume 658, Page 373, D.R.C.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a pk nail w/shiner set for corner in the south line of said 160.572 acre tract, said pk nail being S 89°34'48" W a distance of 1704.56' from the southeast corner of said 160.572 acre tract, said pk nail also being in C.R. No. 68;

THENCE S 89°34'48" W a distance of 1117.45' to a pk nail w/shiner set for corner;

THENCE N 00°19'10" W a distance of 15.18' to a capped 1/2" iron rod set for corner;

THENCE S 89°52'00" W a distance of 2579.49' to a "X" cut set for corner in the east Right Of Way line of Coit Road;

THENCE N 00°26'09" W following the east ROW line of Coit Road a distance of 2599.47' to a capped 1/2" iron rod set for corner;

THENCE N 01°41'01" W following the east ROW line of Coit Road a distance of 1379.49' to a capped 1/2" iron rod set for corner;

THENCE N 01°33'49" W following the east ROW line of Coit Road a distance of 228.09' to a capped 1/2" iron rod set for corner;

THENCE N 88°21'39" E a distance of 960.49' to a capped 5/8" iron rod found for corner, said capped iron rod being at the beginning of a nontangent curve to the right with a chord bearing of N 61°00'24" E a chord length of 756.07;

THENCE along said curve to the right through a central angle of 56°23'57" a radius of 800.00', an arc length of 787.48' to a capped 5/8" iron rod found for corner;

THENCE N 89°55'10" E a distance of 163.01' to a capped 5/8" iron rod found for corner;

THENCE N 00°47'39" W a distance of 663.41' to a capped 1/2" iron rod set for corner in the south Right Of Way line of Rolater Road;

THENCE N 89°09'31" E following the south ROW line of Rolater Road a distance of 874.29' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 670.10' to a capped 1/2" iron rod set for corner;

THENCE S 89°07'55" W a distance of 586.94' to a capped 1/2" iron rod set for corner, said iron rod being at the beginning of a curve to the left with a chord bearing of S 89°48'35" W, with a chord length of 23.07';

THENCE along said curve to the left through a central angle of 01°21'20", a radius of 975.00', an arc length of 23.07' to a capped 1/2" iron rod set for corner;

THENCE S 00°52'05" E a distance of 842.27' to a capped 1/2" iron rod set for corner;

THENCE N 89°07'55" E a distance of 568.08' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 2221.26' to a capped 1/2" iron rod set for corner;

THENCE S 89°35'24" E a distance of 688.14' to a capped 1/2" iron rod set for corner;

THENCE N 89°59'57" E a distance of 74.00' to a capped 1/2" iron rod set for corner;

THENCE N 85°01'36" E a distance of 69.58' to a capped 1/2" iron rod set for corner;

THENCE N 78°50'22" E a distance of 70.74' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 738.75' to a capped 1/2" iron rod set for corner, said iron rod being the beginning of a non tangent curve to the left with a chord bearing of N 79°52'26" E, with a chord length of 243.14';

THENCE along said curve to the left through a central angle of 14°37'38", a radius of 955.00', an arc length of 243.81' to a capped 1/2" iron rod set for corner;

THENCE S 17°26'24" E a distance of 66.06' to a capped 1/2" iron rod set for corner;

THENCE S 00°24'36" W a distance of 799.71' to the POINT OF BEGINNING and containing 13,132,394 square feet or 301.478 acres of land.

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: **Judy Egüez, Planner**

Date: **4/4/2012**

Agenda Caption: **Public Hearing: SUP12-0003. A request for a Specific Use Permit for a Car Wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47.**

Action Requested: Hold the public hearing and direct staff in preparation of an Ordinance.

Background Information: The applicant, Blue Wave Car Wash, is requesting a Specific Use Permit for a Car Wash. Zoning case (Z11-0018), a request to amend PD-166 by allowing a car wash upon approval of a Specific Use Permit, was approved by the City Council on March 6, 2012. The SUP is subject to the adoption of the Ordinance amending PD-166.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at its March 27, 2012 meeting and voted 5-0 to approve the request as outlined in the Outcome Memo.

Alternatives: The City Council may:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable at this time.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated March 28, 2012
- Staff Report
- Locator Map
- Exhibits A & B
- Conceptual Landscape Exhibits
- Façade Plan

Recommendation: Recommended for approval as submitted.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

March 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March 27, 2012

Public Hearing -
Specific Use Permit: Eldorado Village, Block 1, Lot 4 (SUP12-0003)
Owner(s): Eldorado Commons, L.P.

Description:
A request for a Specific Use Permit for a Car Wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. JE

Result/Action:

Approved: 5-0 (Hamilton absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to adoption of an Ordinance (Z11-0018) amending Planned Development-166. Final approval requires action by the City Council.

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	

March 27, 2012

Public Hearing -
Specific Use Permit: Eldorado Village, Block 1, Lot 4 (SUP12-0003)
Owner(s): Eldorado Commons, L.P.

DESCRIPTION:

A request for a Specific Use Permit for a Car Wash on one lot on 1.4± acres on the northwest corner of Eldorado Parkway and Woodsboro Way. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. JE

HISTORY:

Ordinance No. 02-05-54 – Zoned 218.4± acres of the property from Agriculture to Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home

Ordinance No. 04-11-76 and 04-11-77 – Removed a 9.6± acre tract of land located on the northwest corner of Dallas Parkway and Eldorado Parkway from the original Planned Development-166 boundaries and rezoned it to Commercial-1.

Z11-0018 – Amended Planned Development-166 (PD-166) standards. The Ordinance adopting the PD amendments is pending approval by the City Council.

CASE OVERVIEW:

The applicant, Eldorado Commons, L.P., is requesting a Specific Use Permit to allow the operation of carwash.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Planned Development-166-Retail/Office-2	Office
East	Multifamily	Planned Development-166-Multifamily	Residential
South	Retail	Planned Development-156-Retail	Retail
West	Vacant	Planned Development-166-Retail/Office-2	Retail

Compatibility Considerations

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City.

As part of this request, the applicant has worked with staff regarding adequate screening of the drying bays and to ensure the site is compatible with the surrounding uses. The bays will be perpendicular to Eldorado Parkway and will have two large landscape islands with trees and various shrubs to screen the bays. In addition the vacuum enclosures in front of the bays will be constructed of stone providing additional screening of the drying bays. This is depicted in the attached Conceptual Landscape plan and rendering. The awnings over the bays will be metal in lieu of canvas and their building materials conform to the PD-166 standards.

The pending zoning case to amend PD-166 by allowing a car wash upon approval of a Specific Use Permit was recommended for approval by the Planning & Zoning Commission on February 14, 2012. On March 6, 2012, the City Council held a Public Hearing and directed staff to prepare an ordinance ratifying the amendments to the PD. This SUP is subject to the adoption of the Ordinance amending PD-166.

SUMMARY:

The applicant is requesting a Specific Use Permit for a Car Wash. Staff is in support of this request as it is a compatible use for the surrounding properties.

RECOMMENDATION:

Recommended for approval subject to adoption of an Ordinance (Z11-0018) amending Planned Development-166.

SUP12-0003
Eldorado Village
Block A, Lot 4

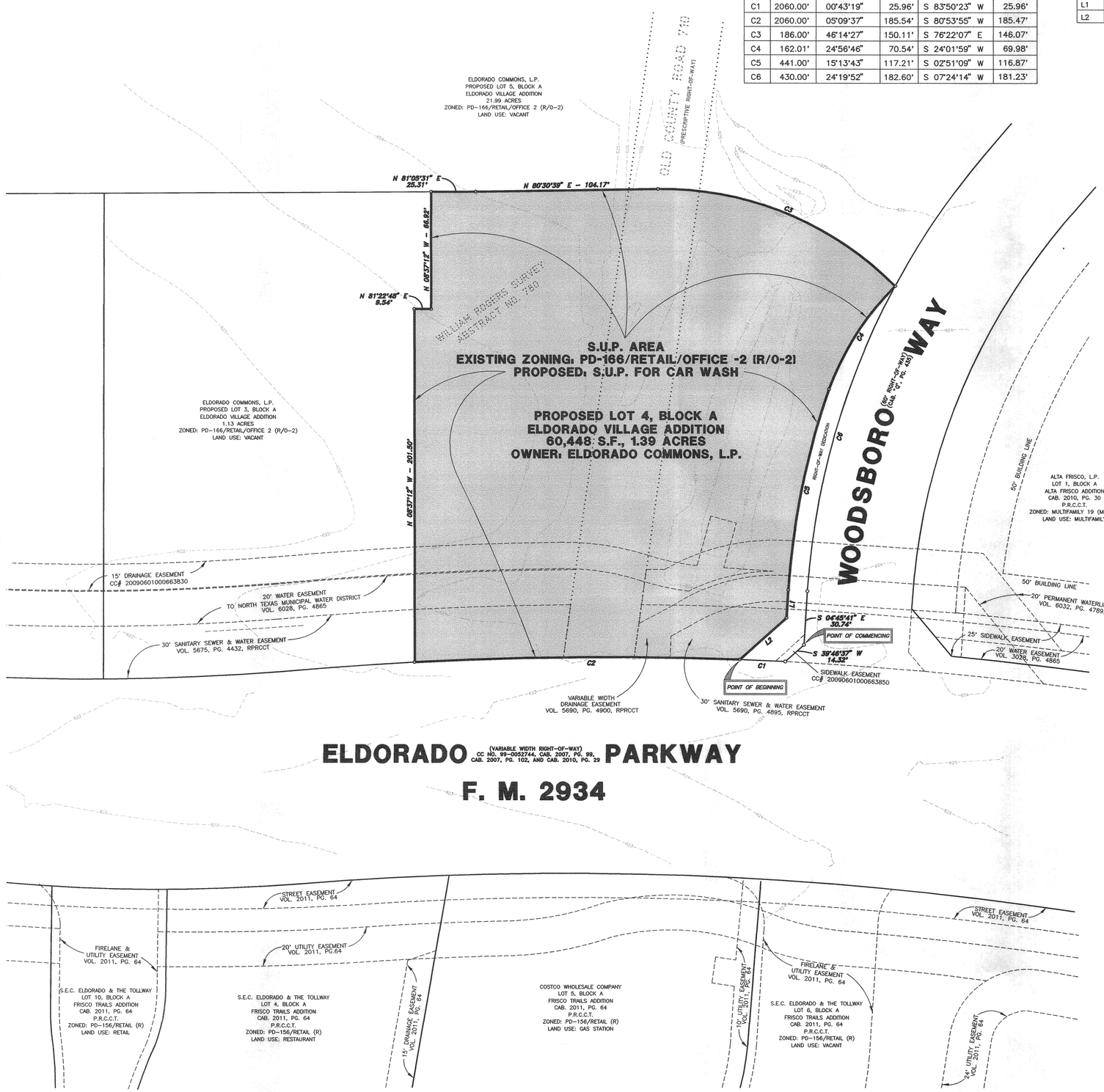


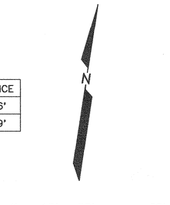
~ BOUNDARY CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	2060.00'	00°43'19"	25.96'	S 83°50'23" W	25.96'
C2	2060.00'	05°09'37"	185.54'	S 80°53'55" W	185.47'
C3	186.00'	46°14'27"	150.11'	S 76°22'07" E	146.07'
C4	162.01'	24°56'46"	70.54'	S 24°01'59" W	69.98'
C5	441.00'	15°13'43"	117.21'	S 02°51'09" W	116.87'
C6	430.00'	24°19'52"	182.60'	S 07°24'14" W	181.23'

~ BOUNDARY LINE TABLE ~

NO.	BEARING	DISTANCE
L1	S 04°45'41" E	15.96'
L2	S 39°31'57" W	35.79'





LEGEND

- F.H. FIRE HYDRANT
- X SET CHISELED "X" SET
- F.X. CHISELED "X" FOUND
- F.I.R. IRON ROD FOUND (SIZE AS NOTED)
- S.I.R. IRON ROD SET (SIZE AS NOTED)
- PP OVERHEAD UTILITY POLE W/ GUY
- UE UT UNDERGROUND ELECTRIC OR TELEPHONE
- L.P. LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- C.O. SAN. SWR. CLEAN OUT
- G.V. GAS VALVE
- W.V. WATER VALVE
- #12 TREE
- MH MANHOLE (TYPE AS NOTED)
- SIG. BOX TRAFFIC SIGNAL BOX
- TRANS. ELECTRIC TRANSFORMER BOX
- TOWER ELECTRIC TRANSMISSION STEEL TOWER
- CABLE SIGN UNDERGROUND CABLE MARKER



OWNER:
ELDORADO COMMONS L.P.
2220 MARSH LANE, SUITE 109
CARROLLTON, TEXAS 75006
(972) 416-9900
CONTACT: PERRY MOLUBHOY

ENGINEER:
BURGER ENGINEERING, LLC
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
(972) 630-3360
CONTACT: BRYAN M. BURGER, P.E.

SURVEYOR:
DAVID R. PETREE, R.P.L.S.
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
(214) 358-4500
CONTACT: DAVID R. PETREE, R.P.L.S.

EXHIBIT 'A': S.U.P. #12-0003

STATE OF TEXAS
COUNTY OF COLLIN

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE WILLIAM ROGERS SURVEY, ABSTRACT NO. 780, CITY OF FRISCO, COLLIN COUNTY, TEXAS AND BEING A PORTION OF A CALLED 48.3908 ACRE TRACT OF LAND CONVEYED TO ELDORADO COMMONS, L.P., A TEXAS LIMITED PARTNERSHIP BY DEED AND RECORDED IN INSTRUMENT NO. 20070410000483090 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT FOR THE NORTHEAST CORNER OF A CORNER CLIP AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF WOODSBORO WAY (A 60' RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ELDORADO PARKWAY (F. M. 2934) (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 39° 46' 37" WEST, ALONG SAID CORNER CLIP, FOR A DISTANCE OF 14.32 FEET TO A POINT FOR CORNER IN THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY AND BEING IN A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET, A CENTRAL ANGLE OF 00° 43' 19", A CHORD BEARING OF SOUTH 83° 50' 23" WEST AT A DISTANCE OF 25.96 FEET;

THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY, FOR AN ARC DISTANCE OF 25.96 FEET TO A POINT FOR CORNER BEING THE POINT OF **BEGINNING** AND BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2060.00 FEET, A CENTRAL ANGLE OF 05° 09' 37", A CHORD BEARING OF SOUTH 80° 53' 55" WEST AT A DISTANCE OF 185.47 FEET;

THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY, FOR AN ARC DISTANCE OF 185.54 FEET TO A POINT FOR CORNER;

THENCE NORTH 08° 37' 12" WEST, DEPARTING THE THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ELDORADO PARKWAY, FOR A DISTANCE OF 201.50 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 22' 48" EAST, FOR A DISTANCE OF 9.54 FEET TO A POINT FOR CORNER;

THENCE NORTH 08° 37' 12" WEST, FOR A DISTANCE OF 66.92 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 05' 31" EAST, FOR A DISTANCE OF 25.31 FEET TO A POINT FOR CORNER;

THENCE NORTH 80° 30' 39" EAST, FOR A DISTANCE OF 104.17 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 46° 14' 27", A CHORD BEARING OF SOUTH 76° 22' 07" EAST AT A DISTANCE OF 146.07 FEET;

THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 150.11 FEET TO A POINT FOR CORNER IN THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF WOODSBORO WAY, SAME BEING IN THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 162.01 FEET, A CENTRAL ANGLE OF 24° 56' 46", A CHORD BEARING OF SOUTH 24° 01' 59" WEST AT A DISTANCE OF 69.98 FEET;

THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE TO THE LEFT AND DEPARTING THE THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF WOODSBORO WAY, FOR AN ARC DISTANCE OF 70.54 FEET TO A POINT FOR CORNER SAME BEING IN THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 441.0 FEET, A CENTRAL ANGLE OF 15° 13' 43", A CHORD BEARING OF SOUTH 02° 51' 09" WEST AT A DISTANCE OF 116.87 FEET;

THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 117.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 39° 31' 57" WEST, FOR A DISTANCE OF 35.79 FEET TO THE **POINT OF BEGINNING AND CONTAINING 1.3877 ACRES (60,448 SQUARE FEET) OF LAND,** MORE OR LESS.

NOTE: NO FLOOD PLAIN EXISTS ON THE PROPERTY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BRYAN M. BURGER, P.E. 90880 ON 5-12-12.

STATE OF TEXAS · REGISTERED · DAVID R. PETREE · 5461 · PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS · BRYAN M. BURGER · 90880 · LICENSED · PROFESSIONAL ENGINEER

REV.	DATE	REMARKS

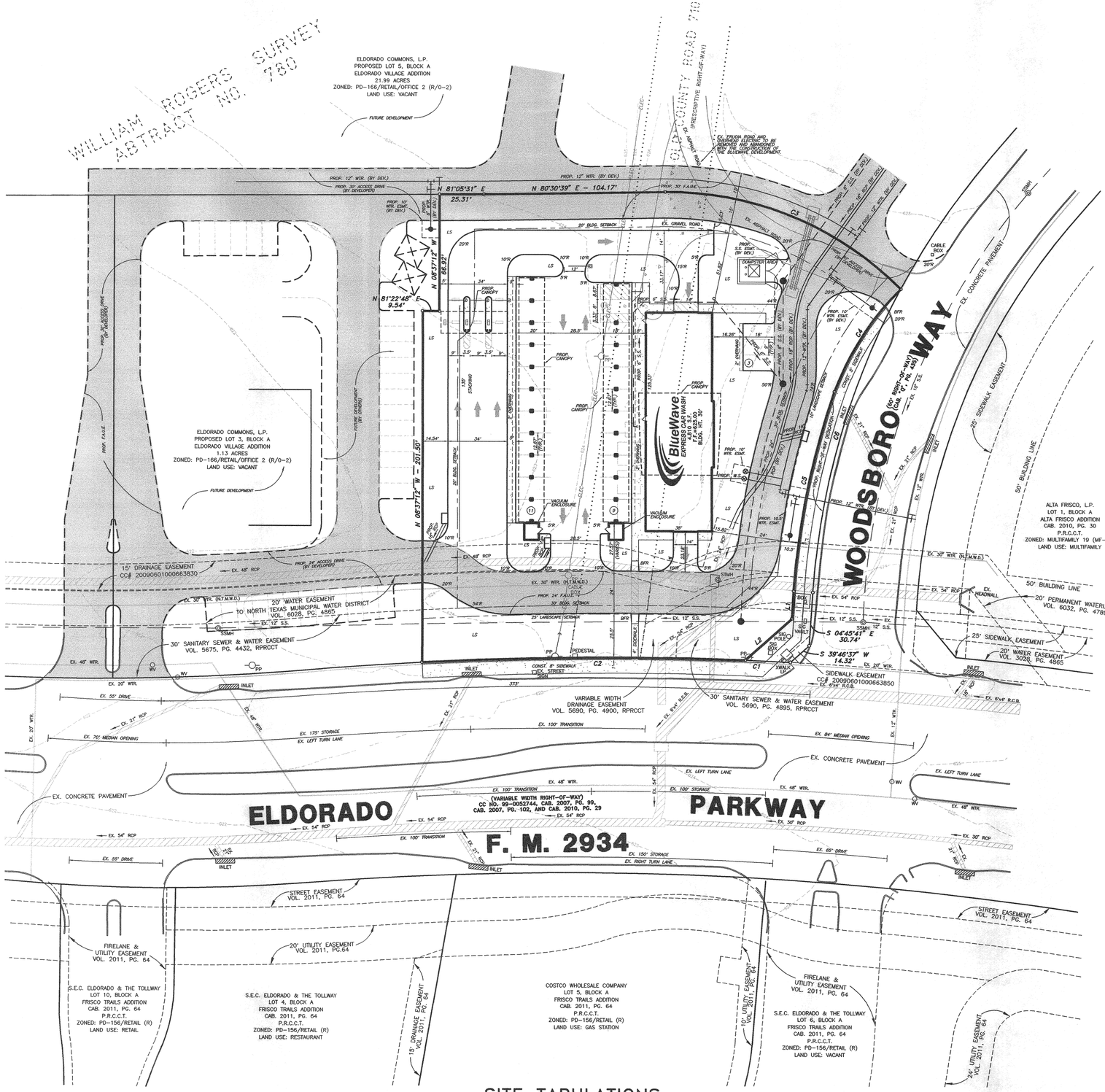
EXHIBIT A: S.U.P. #12-0003

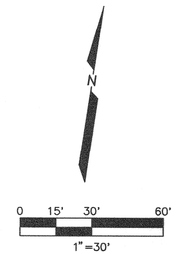
BLOCK A, LOT 4 – ELDORADO VILLAGE (1.39 AC.)
WILLIAM ROGERS SURVEY, ABSTRACT 780
THE CITY OF FRISCO, TEXAS

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BMB	JAC	2/12	1"=30'	D.P.	012-006 SUP A	EXHIBIT A

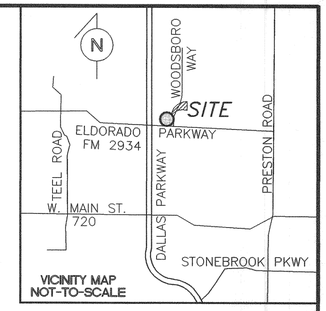
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LEGEND

F.H.	FIRE HYDRANT
X SET	CHISELED "X" SET
F.X.	CHISELED "X" FOUND
F.I.R.	IRON ROD FOUND (SIZE AS NOTED)
S.I.R.	IRON ROD SET (SIZE AS NOTED)
PP	OVERHEAD UTILITY POLE W/ GUY
UE UT	UNDERGROUND ELECTRIC OR TELEPHONE
L.P.	LIGHT POLE
SSMH	SANITARY SEWER MANHOLE
C.O.	SAN. SWR. CLEAN OUT
G.V.	GAS VALVE
W.V.	WATER VALVE
TREE	TREE
LS	LANDSCAPE
F.A.U.E.	FIRE LANE, ACCESS & UTILITY EASEMENT
BFR	PROP. BARRIER FREE RAMP
	PROPOSED FIRE LANE



Site Plan Notes

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspections Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

NOTE:

1) Dumpster to be enclosed on three sides with a 8' masory wall to match bldg.
2) All offsite easements must be filed prior to release for construction.
3) Parapets shall screen all roof mounted mechanical equipment.
4) Regional detention is provided on Lot 5.
5) No 100 YR. flood plain exists on this site.
6) Handicap parking is provided in accordance with ADA standards.
7) There is one existing tree on this site to be removed & is not protected.

" 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."

~ BOUNDARY CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
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OWNER:
ELDORADO COMMONS L.P.
2220 MARSH LANE, SUITE 109
CARROLLTON, TEXAS 75006
(972) 416-9900
CONTACT: PERRY MOLUBHOY

APPLICANT:
BLUE WAVE EXPRESS CAR WASH
361 3RD STREET, SUITE A
SAN RAFAEL, CALIFORNIA 94901
(281) 652-5455 EXT. 712
CONTACT: BRYAN HALL

ENGINEER:
BURGER ENGINEERING, LLC
17103 PRESTON ROAD, SUITE 180N
DALLAS, TEXAS 75248
(972) 630-3360
CONTACT: BRYAN M. BURGER, P.E.

SURVEYOR:
DAVID R. PETREE, R.P.L.S.
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
(214) 358-4500
CONTACT: DAVID R. PETREE, R.P.L.S.

NOTE: NO FLOOD PLAIN EXISTS ON THE PROPERTY

SITE TABULATIONS

LOT No.	ACRES S.F.	ZONING	PROPOSED USE	BLDG. S.F.	BLDG. HEIGHT	LOT COVERAGE	PARKING REQUIRED	PARKING PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	TOTAL PARKING/DRIVE AREA (S.F.)	WATER RESOURCE LANDSCAPE ZONE REQUIRED (5%) (S.F.)	WATER RESOURCE LANDSCAPE ZONE PROVIDED (S.F.)	OPEN SPACE REQUIRED 7% (S.F.)	OPEN SPACE PROVIDED (S.F.)	IMPERVIOUS AREA PROVIDED (S.F.)	FLOOR AREA RATIO
LOT 4, BLK. A	1.39 Ac. 60,448 S.F.	PD-166 (R/O-2)	CAR WASH	4,810	30' (1 STORY)	7.96%	2	24	1	1	36,375	1,819	3,034	4,231	9,177	41,185	0.08:1

* HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BRYAN M. BURGER, P.E. 90880 ON 3-12-12

STATE OF TEXAS
BRYAN M. BURGER
90880
LICENSED
PROFESSIONAL ENGINEER

REV.	DATE	REMARKS

EXHIBIT B: S.U.P. #12-003

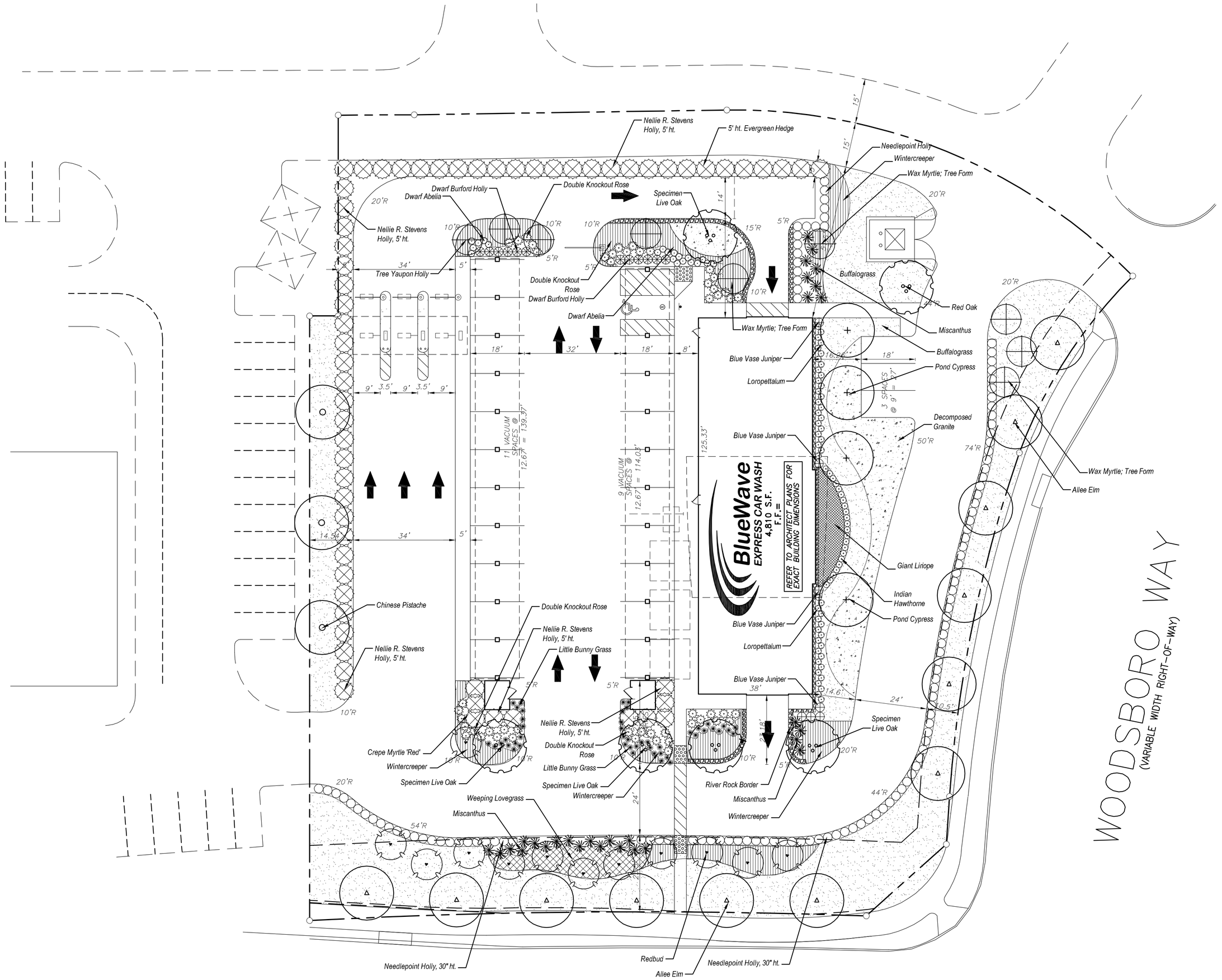
BLOCK A, LOT 4 - ELDORADO VILLAGE (1.39 AC.)
WILLIAM ROGERS SURVEY, ABSTRACT 780
THE CITY OF FRISCO, TEXAS

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Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BMB	JAC	2/12	1"=30'	D.P.	012-006 SUP B	EXHIBIT B

Packet Page -594-

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SITE DATA – LOT 4	
ZONING:	–
AREA:	1.3877 ACRES (60,448 S.F.)
BUILDING AREA:	4,810 S.F.
FLOOR AREA RATIO:	–
PARKING REQUIRED:	2 SPACES PLUS REQUIRED STACKING
PARKING PROVIDED:	24 SPACES (1 H.C.)
BUILDING HEIGHT:	30' (1 STORY)
LANDSCAPE PROVIDED:	S.F. (%)

01 CONCEPT LANDSCAPE PLAN
SCALE: 1" = 20'-0"

0 10 20 40

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

PRELIMINARY – REVIEW/COORDINATION PURPOSES ONLY

CITY PROJECT NO. SPFP11-____

REV.	DATE	REMARKS

CONCEPT LANDSCAPE PLAN

BLOCK A, LOT 4 – ELDORADO VILLAGE
WILLIAM ROGERS SURVEY, ABSTRACT 780
THOMAS CASSADAY SURVEY, ABSTRACT 1101
THE CITY OF FRISCO, TEXAS

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
Dallas, Texas 75248
Office: 972.630.3360 Fax: 972.630.3380
TBPE F-12997

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BDA	BDA	3/12/12		D.P.	012-006 SITEPLAN	CLP.1

PROGRESS SET - FOR REVIEW ONLY
ISSUED
03.12.12
These documents are NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.
They were prepared by, or under the supervision of:
Brian Denis Adams, Tx. Lic. #1761
SMR Landscape Architects, Inc.

CALL BEFORE YOU DIG 800.344.8377 TEXAS ONE CALL SYSTEM

ELDORADO PARKWAY
(VARIABLE WIDTH RIGHT OF WAY)



SITE DATA - LOT 4	
ZONING:	-
AREA:	1.3877 ACRES (60,448 S.F.)
BUILDING AREA:	4,810 S.S.
FLOOR AREA RATIO:	-
PARKING REQUIRED:	2 SPACES PLUS REQUIRED STACKING
PARKING PROVIDED:	24 SPACES (1 H.C.)
BUILDING HEIGHT:	30' (1 STORY)
LANDSCAPE PROVIDED:	S.F. (%)

01 CONCEPT LANDSCAPE PLAN

NORTH

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

PRELIMINARY - REVIEW/COORDINATION PURPOSES ONLY

CITY PROJECT NO. SPFP11-___

REV	DATE	REMARKS

CONCEPT LANDSCAPE PLAN

BLOCK A, LOT 4 - ELDORADO VILLAGE
WILLIAM ROGERS SURVEY, ABSTRACT 780
THOMAS CASSADAY SURVEY, ABSTRACT 1101
THE CITY OF FRISCO, TEXAS

BURGER ENGINEERING
Civil Consultants
17103 Preston Road, Suite 180N
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Office: 972.630.3360 Fax:972.630.3380
TBPE F-12997

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
BDA	BDA	3/12/12		D.P.	012-006 SITEPLAN	CLP.1

Illustrated Landscape Plan by
MARAIZON INTERNATIONAL
March 2012. www.maraizon.com

BLUE WAVE EXPRESS CAR WASH

ELDORADO VILLAGE, FRISCO, TEXAS







Packet Page -597-

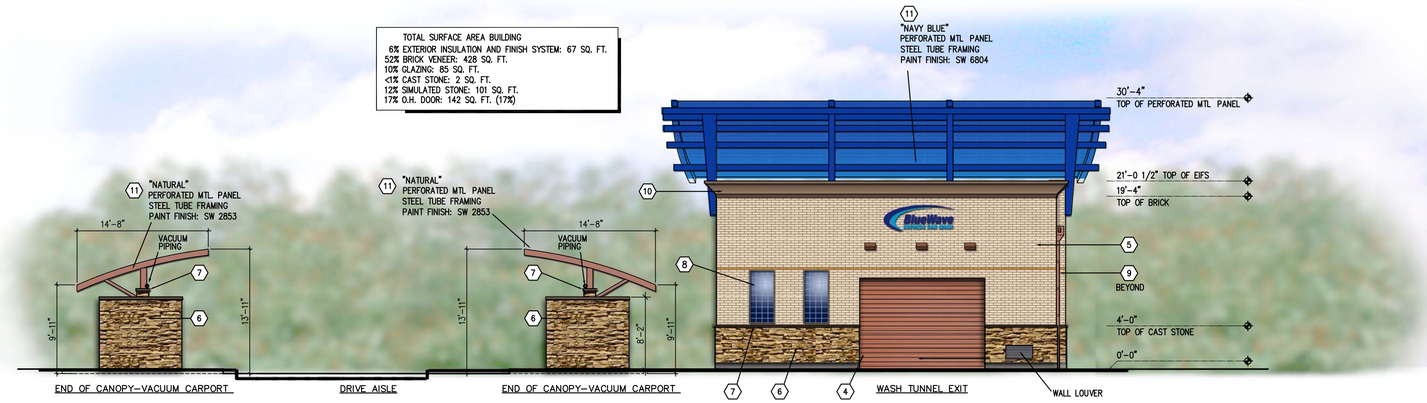
AGENDA ITEM #29.

BlueWave EXPRESS CAR WASH

B | BURGER ENGINEERING
Civil Consultants

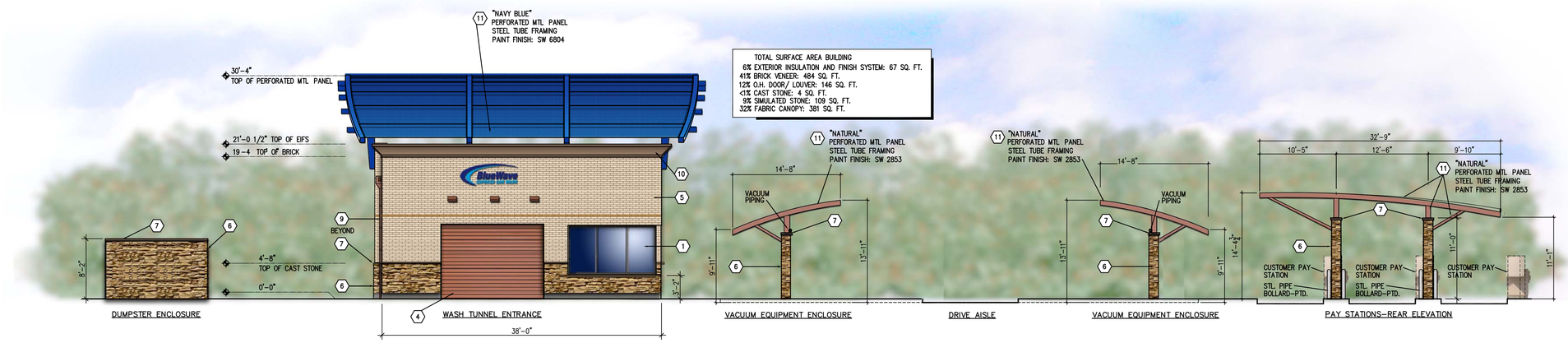
Architects

3D Simulaton By
MARAIZON INTERNATIONAL
March 2012. www.maraizon.com



2 SOUTH ELEVATION–ELDORADO PARKWAY

SCALE: 1/8"=1'-0" VIEW FROM CARWASH EXIT



1 NORTH ELEVATION

SCALE: 1/8"=1'-0" VIEW FROM CARWASH ENTRANCE

EXTERIOR FINISHES & NOTES

1	2	3	4
ALUM. STOREFRONT SYSTEM: COLOR: CLEAR ANODIZED ALUMINUM FINISH	**MTL. COPING:** PREFINISHED MTL. COPING COLOR: SW2853 "NEW COLONIAL YELLOW"	**HOLLOW MTL. DOOR & FRAME:** EXTERIOR: HOLLOW MTL. DOOR & FRAME PTD. COLOR: SW2853 "NEW COLONIAL YELLOW"	**ROLL-UP DOOR & FRAME:** EXTERIOR: HOLLOW MTL. MATCH ALUMINUM STOREFRONT
5	**6**	**7**	**8**
MASONRY FIELD/ WALL: THIN SET ACME BRICK COLOR: "DESERT TAN"	**SIMULATED STONE:** TEXAS STONE: BRAZORIA LUXROC	**CAST STONE BELT & CAP** STONEGATE DESIGNS COLOR: "BUFF"	**GLASS BLOCK:** 8"X8" PITTSBURG CORNING
9	**10**	**11**	**12**
LEADERHEAD & DOWNSPOUT COLOR: SW2853 "NEW COLONIAL YELLOW"	**EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) CORNICE CAP** COLOR: SW2853 "NEW COLONIAL YELLOW"	**PERFORATED METAL PANEL AND STEEL TUBE FRAME** VACUUM CARPORT AND PAY CANOPY: COLOR: "NATURAL"	**PERFORATED METAL PANEL AND STEEL TUBE FRAME** BUILDING: PTD. COLOR SW6804 "DIGNITY BLUE"

Illustrated Elevation Drawing by
MARAIZON INTERNATIONAL
March 2012. www.maraizon.com

TGS Architects
ARCHITECTURE
INTERIORS
PLANNING
5323 SPRING VALLEY ROAD
SUITE 200
DALLAS, TEXAS 75254
972.788.1945
972.788.2309 FAX
TGSarchitects.com

REGISTERED ARCHITECT WILLIAM W. WARD STATE OF TEXAS
2.27.12

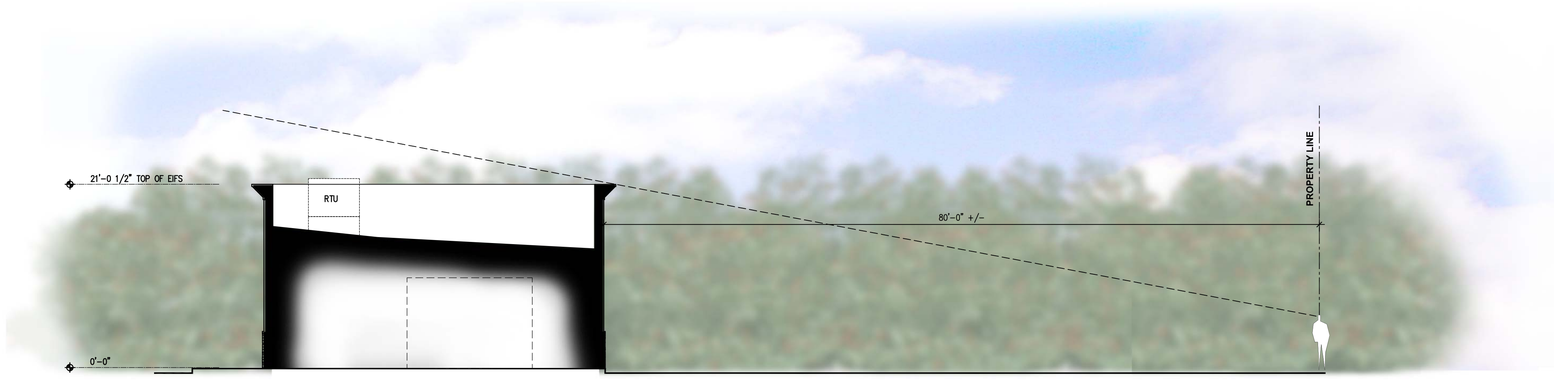
BlueWave EXPRESS CAR WASH

BLOCK A, LOT 4
ELDORADO VILLAGE
WILLIAM ROGERS SURVEY, ABSTRACT 780
THOMAS CASSADAY SURVEY, ABSTRACT 1101
FRISCO, TEXAS

DATE	ISSUED FOR
2.27.12	CITY OF FRISCO SUP
3.13.12	CITY OF FRISCO REVISIONS

NORTH AND SOUTH EXTERIOR ELEVATIONS

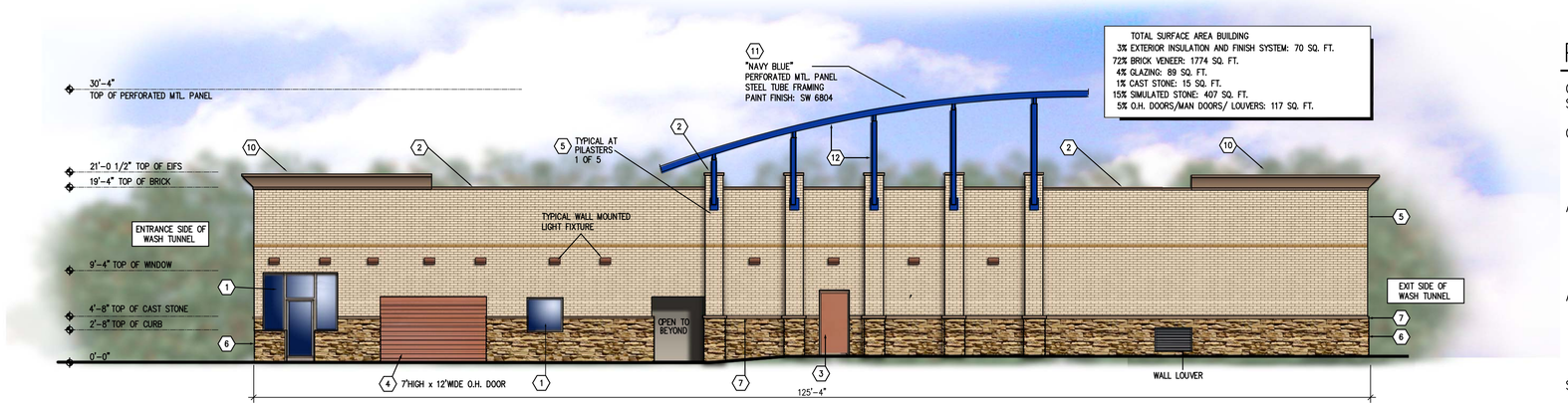
PROJECT NO. 12001
SHEET A602



3 MECHANICAL SIGHTLINE DIAGRAM

SCALE: 1/8"=1'-0"

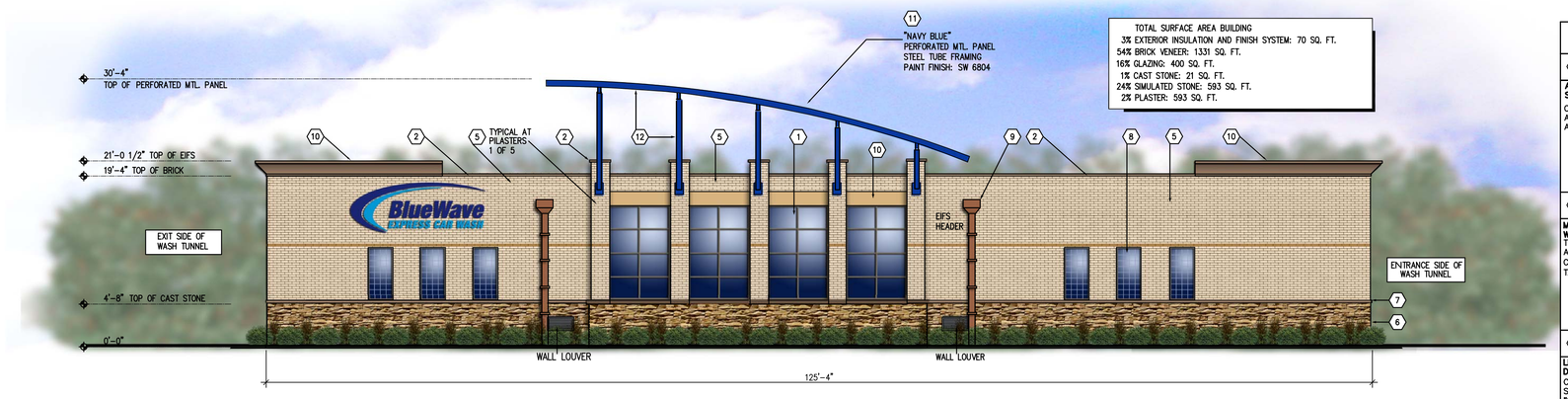
VIEW LOOKING NORTH



2 WEST ELEVATION

SCALE: 1/8"=1'-0"

VIEW FROM VACUUM STALLS



1 EAST ELEVATION–WOODSBORO WAY

SCALE: 1/8"=1'-0"

VIEW FROM WOODSBORO WAY

Illustrated Elevation Drawing by
MARAIZON INTERNATIONAL
March 2012. www.maraizon.com

FACADE PLAN NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPER AND CITY DEVELOPMENT SERVICES
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW
3. WHEN PERMITTED EXPOSED UTILITY BOXES SHALL BE PAINTED TO MATCH THE BUILDING
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE BUILDING OFFICIAL
6. BOLLARDS : SW2853 "NEW COLONIAL YELLOW"
7. PAINT DESIGNATION SW = SHERWIN WILLIAMS

ARTICLE IV ELEMENTS USED

1. CANOPIES, AWNINGS OR PORTICOS. THE VACUUM CARPORT ARE COVERED BY A FABRIC STURCTURE. THE BUILDING HAS A SIGNATURE "BLUEWAVE' FABRIC CANOPY.
2. ARCTICULATED GROUND FLOOR LEVEL OR BASE (SIMULATED STONE).
3. ARCTICULATED CORNICE LINE (EIFS)
4. OFFSETS, REVEALS OR PROJECTING RIB USED TO EXPRESS ARCHITECTURAL OR STRUCTURAL BAYS

PROJECT DATA

CITY PROJECT NO: TBD
SUBDIVISION: TBD

OWNER: BLUEWAVE EXPRESS CAR WASH
1455 FIRST STREET, SUITE 301
NAPA, CLIFORNIA 94559
CONTACT: BRYAN HALL

APPLICANT: BURGER ENGINEERING
17103 PRESTON ROAD, SUITE 180 N
DALLAS, TEXAS
CONTACT: BRYAN BURGER
972.630.3360

ARCHITECT: TGS ARCHITECTS, INC.
5323 SPRING VALLEY ROAD, SUITE 200
DALLAS, TEXAS
CONTACT: BILL WARD
972.788.1945

SURVEYOR: DAVID PETREE SURVEYING
11015 MIDWAY ROAD
DALLAS, TEXAS 75229–4117
CONTACT: DAVID PETREE
214.358.4500

EXTERIOR FINISHES & NOTES

①	②	③	④
ALUM. STOREFRONT SYSTEM: COLOR: CLEAR ANODIZED ALUMINUM FINISH	**MTL. COPING:** PREFINISHED MTL. COPING COLOR: SW2853 "NEW COLONIAL YELLOW"	**HOLLOW MTL. DOOR & FRAME:** EXTERIOR: HOLLOW MTL. DOOR & FRAME PTD. COLOR: SW2853 "NEW COLONIAL YELLOW"	**ROLL–UP DOOR & FRAME:** EXTERIOR: HOLLOW MTL. MATCH ALUMINUM STOREFRONT
⑤	⑥	⑦	⑧
MASONRY FIELD/ WALL: THIN SET ACME BRICK COLOR: "DESERT TAN"	**SIMULATED STONE:** TEXAS STONE: BRAZORIA LUXROC	**CAST STONE BELT & CAP** STONEGATE DESIGNS COLOR: "BUFF"	**GLASS BLOCK:** 8"X8" PITTSBURG CORNING
⑨	⑩	⑪	⑫
LEADERHEAD & DOWNSPOUT COLOR: SW2853 "NEW COLONIAL YELLOW"	**EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) CORNICE CAP** COLOR: SW2853 "NEW COLONIAL YELLOW"	**PERFORATED METAL PANEL AND STEEL TUBE FRAME** VACUUM CARPORT AND PAY CANOPY: COLOR: "NATURAL"	**PERFORATED METAL PANEL AND STEEL TUBE FRAME** BUILDING: PTD. COLOR SW6804 "DIGNITY BLUE"

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REGISTERED ARCHITECT WILLIAM W. WARD STATE OF TEXAS
2.27.12

BlueWave EXPRESS CAR WASH

BLOCK A, LOT 4
ELDORADO VILLAGE
WILLIAM ROGERS SURVEY, ABSTRACT 780
THOMAS CASSADAY SURVEY, ABSTRACT 1101
FRISCO, TEXAS

DATE	ISSUED FOR
2.27.12	CITY OF FRISCO SUP
3.13.12	CITY OF FRISCO REVISIONS

EAST AND WEST EXTERIOR ELEVATIONS

PROJECT NO. 12001
SHEET A601

AGENDA ITEM #30.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Ross Culbertson, Planner**

Date: **4/5/2012**

Agenda Caption: **Public Hearing: SUP11-0009. A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acre on the east side of Legacy Drive, 900± feet south of Warren Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting a Specific Use Permit for a Commercial Antenna Support Structure within their lease area located on City property. The request coincides with the City's plans to demolish the elevated water tower, of which the applicant has equipment attached, and build a new facility to meet public service needs. The applicant has worked with staff to propose a temporary pole structure which will serve as a holding facility for telecommunication antennas until the carrier can transition equipment and leases to the future water tower feature.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the SUP request at their March 27, 2012 meeting and voted 5-0 (Hamilton absent) to approve the request as outlined in the Outcome Memo. The applicant met with adjacent HOA boards and is cooperating with their requests in gaining support for the temporary pole installation.

Alternatives: The City Council may:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated March 28, 2012.
- Staff Report.
- Location Map.
- Exhibit A & B.
- HOA Letters.

Staff Recommendation: Recommended for approval subject to the removal of the temporary pole within 60 days of the acceptance of the construction of the new water tower.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

March 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March 27, 2012

Public Hearing -
Specific Use Permit: Legacy Water Tower Addition, Block A, Lot 1 (SUP11-0009)
Owner(s): City of Frisco

Description:
A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acres on the east side of Legacy Drive, 900± feet south of Warren Parkway. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34. RC

Result/Action:

Approved: 5-0 (Hamilton absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to the following condition:

1. The temporary pole shall be removed within 60 days of the acceptance of the construction of new water tower.

Final approval requires action by the City Council.

RC/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

March 27, 2012

Public Hearing -
Specific Use Permit: Legacy Water Tower Addition, Block A, Lot 1 (SUP11-0009)
Owner(s): City of Frisco

DESCRIPTION:

A request for a Specific Use Permit for a Commercial Antenna Support Structure within a 600 square-foot lease area on one lot on 0.7± acres on the east side of Legacy Drive, 900± feet south of Warren Parkway. Zoned Planned Development-32-Commercial-1/Office with a SUP (S-28) for a Commercial Antenna. Neighborhood #34. RC

HISTORY:

Ordinance No. 90-06-07 – City Council adopted an Ordinance on June 19, 1990, repealing Ordinance 89-04-01, and rezoning 836.420± acres establishing a Planned Development (PD-32) for the Stonebriar master planned development.

Ordinance No. 96-12-17 – City Council adopted an Ordinance on December 17, 1996, granting a Specific Use Permit for an Cellular Tower on an existing elevated water storage tank on 0.689± acre zoned Planned Development-32.

Ordinance No. 02-04-48 – City Council adopted an Ordinance on April 16, 2002, granting a Specific Use Permit for an Antenna on 0.6887± acre zoned Planned Development-32.

CASE OVERVIEW:

AT&T Mobility requests a Specific Use Permit (SUP) for a Commercial Antenna Support Structure within their current lease area located on City property. The Zoning Ordinance provides two definitions pertinent in reviewing this case.

1. Commercial Antenna and/or Antenna Support Structure is defined as an antenna and its support structure used for commercial broadcasting or telecommunication purposes.
2. An Antenna Support Structure is further defined as any tower, mast, pole, tripod, box frame, or any other structure utilized for the purpose of transmission, retransmission, and/or reception of electromagnetic, radio, television, or microwave signals.

The applicant proposes a *"temporary"* support structure by erecting a 100-foot wooden pole; pile-driven to a depth of 20-feet for anchoring purposes, located near their equipment shelter. The temporary pole will become a transitional staging element for AT&T's telecommunication equipment currently attached to the City's elevated water storage tank in anticipation of the eventual removal of the City facility. AT&T needs to add capacity to their wireless communication system; however, the manufacturer of tank has determined the structure is not capable of supporting any additional antennae.

Even though the City is currently in the design phase for a new elevated storage tank near this site that will accommodate the carrier's requirements, AT&T has immediate needs and cannot wait for the completion of the new structure and relocation of their equipment. Once a bid has been awarded, it is anticipated that the construction of the new elevated tank will take approximately 14 months.

The height of the water tower is 135 feet with three rings of carriers located at the 135-foot, 80-foot, and 65-foot levels. Staff has worked with AT&T to reach a solution for the provider's cellular and data services by agreeing to the temporary pole design, knowing the City is planning to demolish the undersized water tower and rebuild/relocate on a new site. The tower's design and new site and are part of a Capital Improvement Project (CIP) currently being coordinated through Engineering Services, however the land acquisition and future construction schedule has not been completed. All telecom carriers on the existing facility will be required to re-locate when the new water tower is complete.

On January 10, 2012, the applicant met with the Villages at Stonebriar Park Homeowner's Association. The board members had questions about the timing of the temporary pole coinciding with the removal and future construction of the new water tower. The HOA presented a list of three conditions to the applicant in gaining favorable support over the pole's installation. The applicant has attempted to address the HOA's concerns but has determined that some of the HOA requests are not applicable to their project (see Applicant's Response Letter to HOA Conditions).

On January 18, 2012, the applicant met with Stonebriar Estates Homeowner's Association. The board members asked general questions of the applicant and voted to support the temporary pole's installation without conditions.

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Vacant	PD-32-Commercial-1	Office
East	Hospital/ Residential	PD-30-Business Center, and PD-136-Patio Home	Public/Semi-Public, and Residential
South	Vacant/ Assisted Living Facility	PD-32-Office	Office
West	Vacant	PD-32-Office	Office

ZONING ORDINANCE REQUIREMENTS:

Subsection 3.02 Use Chart and 3.02.01(3) Conditional Development Standards for Commercial Antenna Support Structures require permitting of the temporary pole structure by SUP and shall be subject to the following regulations:

- Antenna support structures shall be set back a distance equal to or greater than the tower's height measured from the property lines,

  The temporary pole will be 100 feet in height within AT&T's 20'x30' lease area and will be offset 22 feet from the north property line and 35 feet from the east property line. Staff views this pole as an ancillary item to the construction project. The temporary pole will be insured by the applicant to mitigate unforeseen damages.
- Antenna support structures shall be constructed to support at least two carriers.

  The applicant intends to serve their own needs with the temporary pole and has not received interest from adjacent carriers to co-locate at this time.
- Antennal facilities shall be screened by a six-foot masonry screening wall or a six-foot ornamental fence with living screen.

  The property is currently bounded by a six-foot chain-linked fence. Staff views additional screening of the temporary pole is not necessary as the property will soon be a construction site for the disassembling of the water tower.

SUMMARY:

Staff is in support of this request as the use provides a temporary means of continuing the applicant's cellular and data services to consumers in the service area.

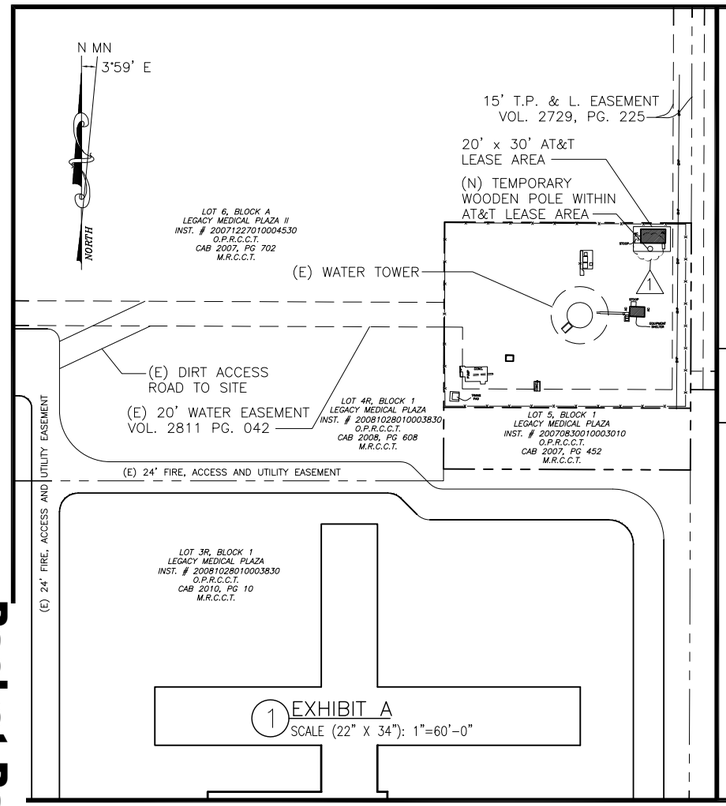
RECOMMENDATION:

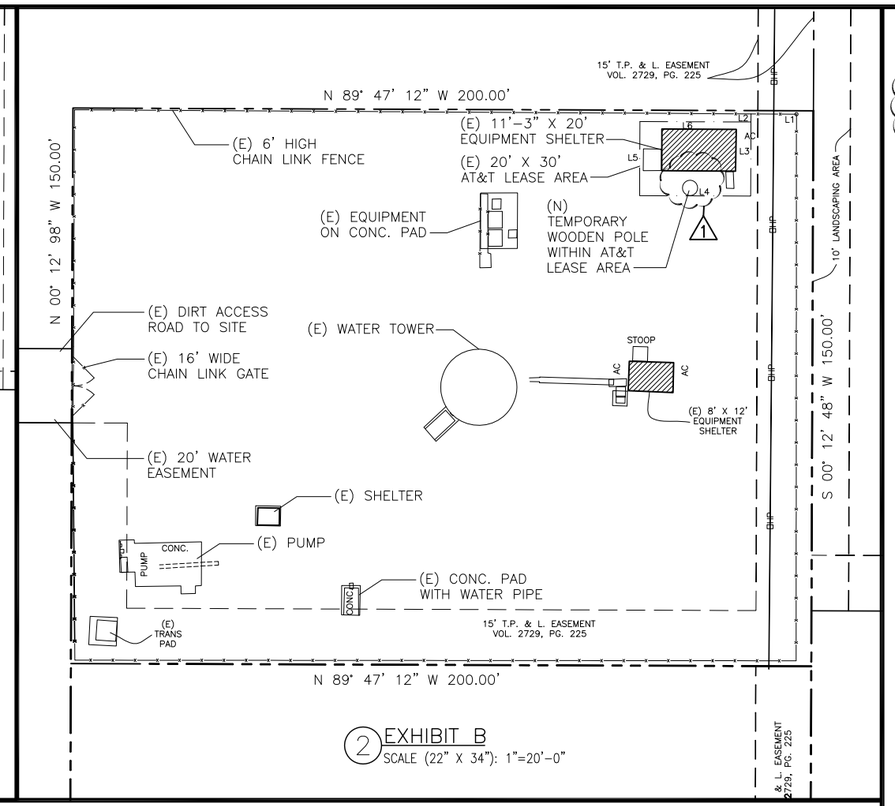
Recommended for approval subject to the following condition:

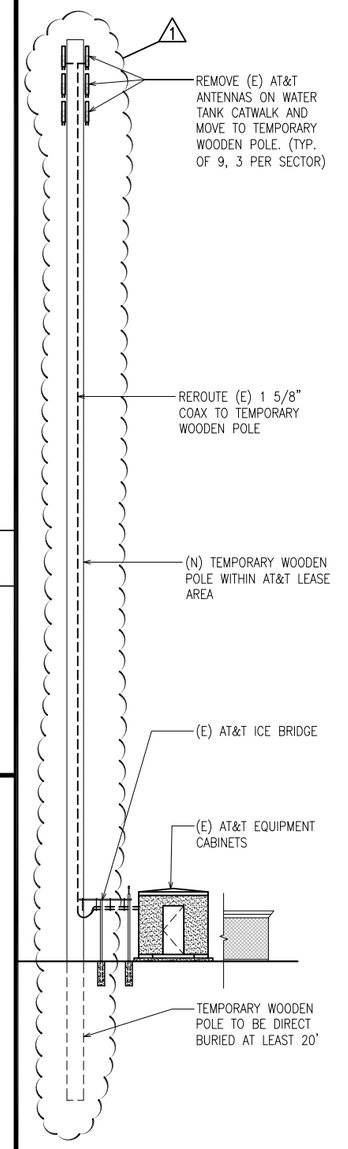
1. The temporary pole shall be removed within 60 days of the acceptance of the construction of new water tower.

SUP11-0009
Legacy Water Tower Addition
Block A, Lot 1
AT&T Temporary Pole

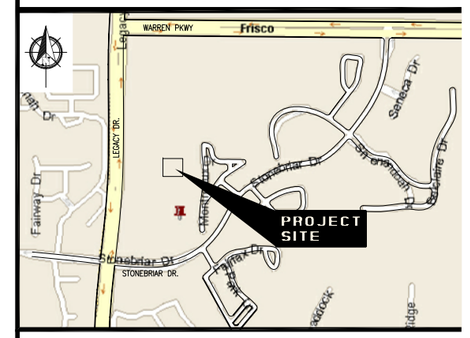








VICINITY MAP



DESIGNER:	
NAME:	THE CELERIS GROUP, INC.
ADDRESS:	2201 N. COLLINS ST., STE. 125
CITY, STATE, ZIP:	ARLINGTON, TX 76011
CONTACT:	MARK STAPLETON
PHONE:	817-446-1700
ENGINEER:	
NAME:	EPB ASSOCIATES, INC
ADDRESS:	5501 LBJ FREEWAY, STE. 225
CITY, STATE, ZIP:	DALLAS, TX 75240
CONTACT:	EDGARDO BRANDAO, P.E.
PHONE:	972-239-5495
APPLICANT/LEASSEE:	
NAME:	AT&T MOBILITY
ADDRESS:	1801 VALLEY VIEW LANE
CITY, STATE, ZIP:	FARMERS BRANCH, TX 75234
CONTACT:	WILLIAM KITTLE
PHONE:	
PROPERTY OWNER:	
NAME:	CITY OF FRISCO
ADDRESS:	
CITY, STATE, ZIP:	
CONTACT:	
PHONE:	
ZONING CONTACT:	
NAME:	RWR WIRELESS
ADDRESS:	
CITY, STATE, ZIP:	
CONTACT:	DAVE KIRK
PHONE:	469-360-0098

PARENT TRACT

BEING a tract of land situated in the situated in Collin County School Land No. 6 Survey, Abstract No. 149, City of Frisco, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to the City of Frisco by Special Warranty Deed dated February 17, 1988, and recorded in Volume 2812, Page 810, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" iron rod found for the northeast corner of said City of Frisco tract, same being on the east line of Lot 2, Block A, Frisco Medical Center, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet N, Page 88, Map Records, Collin County, Texas, and being the most easterly southeast corner of Lot 6 Block A, Legacy Medical Plaza II, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet 2007, Page 702, Map Records, Collin County, Texas;

THENCE along the east line of said City of Frisco tract, same being the west line of said Lot 2, Block A, Frisco Medical Center, South 00 degrees 12 minutes 48 seconds West, passing at a distance of 135.00 feet the southwest corner of said Lot 2, Block A, Frisco Medical Center, same being the northwest corner of Villages of Stonebriar Park, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet P, Page 328, Map Records, Collin County, Texas, and continuing for a total distance of 150.00 feet to a 5/8" iron rod found for the southeast corner of said City of Frisco tract, same being the northeast corner of Lot 5, Block 1, Legacy Medical Plaza, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet 2007, Page 452, Map Records, Collin County, Texas;

THENCE along the south line of said City of Frisco tract, same being the north line of said Lot 5, Block 1, Legacy Medical Plaza, North 89 degrees 47 minutes 12 seconds West, a distance of 200.00 feet to a 3/4" iron rod found for the southwest corner of said City of Frisco tract, same being the northwest corner of said Lot 5, Block 1, Legacy Medical Plaza, and being on the east line of Lot 4R, Block 1, Legacy Medical Plaza, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet 2008, Page 608, Map Records, Collin County, Texas;

THENCE along the west line of said City of Frisco tract, same being the east line of said Lot 4R, Block 1, Legacy Medical Plaza, North 00 degrees 12 minutes 48 seconds East, passing at a distance of 65.00 feet the northeast corner of said Lot 4R, Block 1, Legacy Medical Plaza, same being the southeast corner of the remainder of that certain tract of land conveyed to Stonebriar by Volume 2369, Page 459, Deed Records, Collin County, Texas, at a distance of 85.00 the northeast corner of the remainder of said Stonebriar tract, same being the most southerly southeast corner of said Lot 6 Block A, Legacy Medical Plaza II, and continuing for a total distance of 150.00 feet to a 3/4" iron rod found for the northwest corner of said City of Frisco tract, same being an interior corner of said Lot 6 Block A, Legacy Medical Plaza II;

THENCE along the north line of said City of Frisco tract, same being a southerly line of said Lot 6 Block A, Legacy Medical Plaza II, South 89 degrees 47 minutes 12 seconds East, a distance of 200.00 feet to the POINT OF BEGINNING hereof and containing 0.6887 acres or 30,000 square feet of land, more or less.

LEASE AREA

BEING a tract of land situated in the situated in Collin County School Land No. 6 Survey, Abstract No. 149, City of Frisco, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to the City of Frisco by Special Warranty Deed dated February 17, 1988, and recorded in Volume 2812, Page 810, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4" iron rod found for the northeast corner of said City of Frisco tract, same being on the east line of Lot 2, Block A, Frisco Medical Center, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet N, Page 88, Map Records, Collin County, Texas, and being the most easterly southeast corner of Lot 6 Block A, Legacy Medical Plaza II, an addition to the City of Frisco, Collin County, Texas, according to the map or plat thereof recorded in Cabinet 2007, Page 702, Map Records, Collin County, Texas;

THENCE along the north line of said City of Frisco tract, same being the southerly line of said Lot 6 Block A, Legacy Medical Plaza II, North 89 degrees 47 minutes 12 seconds West, a distance of 16.85 feet to a Point;

THENCE through the interior of said City of Frisco tract, South 00 degrees 12 minutes 48 seconds West, a distance of 3.08 feet to the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said City of Frisco tract the following four (4) courses:

1. South 00 degrees 12 minutes 48 seconds West, a distance of 20.00 feet to a Point;
2. North 89 degrees 47 minutes 12 seconds West, a distance of 30.00 feet to a Point;
3. North 00 degrees 12 minutes 48 seconds East, a distance of 20.00 feet to a Point;
4. South 89 degrees 47 minutes 12 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING hereof and containing 0.0138 acres or 600 square feet of land, more or less.

SITE DATA SUMMARY TABLE
ZONING: PLANNED DEVELOPMENT 32/ COMMERCIAL -1 WITH SUP FOR WATER TOWER AND COMMERCIAL ANTENNAS
LAND USE: CITY OWNED WATER TOWER
SUBJECT TRACT AREA: .689 ACRES
AT&T LEASE AREA: 600 SQ. FEET

NUMBER	DIRECTION	DISTANCE
L1	N 89°47'12" W	16.85'
L2	S 00°12'48" W	3.08'
L3	S 00°12'48" W	20.00'
L4	N 89°47'12" W	30.00'
L5	N 00°12'48" E	20.00'
L6	S 89°47'12" E	30.00'

LEGEND

1 PROPOSED TEMPORARY 100' TALL WOODEN MONOPOLE TOWER DIRECT BURIED 20' UNDERGROUND

PURPOSE:
THE PURPOSE OF THIS SUP EXHIBIT IS TO SHOW A PROPOSED TEMPORARY COMMERCIAL ANTENNA SUPPORT STRUCTURE AND EXISTING CITY FACILITY SITE.

CITY OF FRISCO SITE PLAN NOTES:

1. ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE COMPREHENSIVE ZONING ORDINANCE.
3. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
5. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

EXHIBIT A & B
SUP11-0009
BLOCK 1, LOT 1
LEGACY WATER TOWER ADDITION
AN ADDITION TO THE CITY OF FRISCO,COLLIN COUNTY, TEXAS BEING 0.6887 ACRES OF LAND OUT OF THE COLLIN COUNTY SCHOOL LAND #6 SURVEY, ABSTRACT NO. 149

SHEET 1 OF 1 PREPARATION DATE: **01/05/12**

File Info: K:\AT&T UMTS\102239 - DX1076\SCSP\DX1076 Site Plan.dwg Jan 16, 2012 - 12:23pm k

CRAFTON COMMUNICATIONS

March 12, 2012

Ross Culbertson
City of Frisco
Development Services
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

Re: AT&T temporary pole at the Legacy Water Tower south of Warren Parkway (SUP11-0009)

Per your request, we have provided a brief description of the HOA meetings that AT&T representatives held along with the outcome of those meetings. In addition, any conditions that were requested for the HOA's support of our proposal have been provided. There has not been a formal response to the conditions to date, but one is anticipated prior to the Planning and Zoning Commission meeting date.

HOA Name & Meeting Date: Stonebriar Estates on January 18, 2012
Outcome: The HOA board members listened to the presentation and reviewed the drawings and simulations. They had no questions and voted in support of our proposal unanimously. There were no conditions attached to this support.

HOA Name & Meeting Date: Villages at Stonebriar Park on January 10, 2012
Outcome: The HOA board members listened to our presentation and reviewed the drawings and simulations. The questions they had were specific to the location of the new tank and the timing and duration of our proposed temporary pole. The lead contact of the HOA followed up with us the next day with a set of conditions that would need to be addressed in order to gain support of the proposal. They are as follows:

- The HOA would like the pole to be painted to match the existing water tank color.
- The HOA would like to be added to the certificate of insurance for this site, in the event any legal issues that may arise from them supporting our site.
- The HOA requests some sort of nuisance fee from AT&T for the duration that the temp pole is in place.

AT&T is currently working on a response/offer to the HOA for these conditions. It is anticipated that this will include some offer of a nuisance fee that would be attached to the approval of the temporary pole. Painting the pole would not be an issue. Adding the HOA to the certificate of insurance is being researched but since the HOA property is greater than a 1:1 distance from the temporary pole, it is expected that AT&T's insurance carrier will not comply.

Please contact me with any questions you may have regarding these meetings.

Sincerely,
Dave Kirk, AICP
469-360-0098

1901 Royal Lane, Suite 104, Dallas, TX 75229 Phone: 972-910-1100/Fax: 972-961-4424
Birmingham/Dallas/Jacksonville
www.CraftonGroup.com

RWR Wireless

January 26, 2012

Ross Culbertson
City of Frisco
Development Services
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

Re: Homeowner's Association meeting with Stonebriar Estates for SUP11-0009

HOA Name:	Stonebriar Estates
Date:	January 18, 2012
In Attendance:	The full board

On January 18, 2012 I attended the monthly board meeting of the Stonebriar Estates HOA. The meeting was held at Stonebriar Country Club and the entire board was present. I was first on the agenda and presented the case to the board along with our intent and estimated timelines for the temporary wood pole adjacent to the existing water tank. A couple of the board members asked some general follow up questions but nothing expressing concern. After these brief questions, the board called a vote and unanimously voted to support our request for the temp pole and in turn the updated technology for AT&T users in their area. There were no conditions associated with the vote of approval.

Please contact me with any questions you may have regarding this meeting.

Thank you.

Sincerely,

Dave Kirk, AICP
469-360-0098
dave.kirk@rwrwireless.com

RWR Wireless

January 26, 2012

Ross Culbertson
City of Frisco
Development Services
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034

Re: Homeowner's Association meeting with Villages at Stonebriar Park for SUP11-0009

HOA Name:	Villages at Stonebriar Park
Date:	January 10, 2012
In Attendance:	The full board

On January 10, 2012 I attended a board meeting of the Villages at Stonebriar Park HOA. The meeting was held in the meeting room in 2nd floor of the guardhouse at the entry to the subdivision. I was the first discussion item and presented the case to the board along with our intent and estimated timelines for the temporary wood pole adjacent to the existing water tank. The board members had questions about the timing of the temp pole and more particularly about the location of the new city water tank. I stated I had no involvement in that process and probably knew less than they did. After more discussion, the meeting ended and the lead person, Dan Estep was to contact me the next day with a list of conditions to gain support of our proposed pole. Those are shown below:

- The HOA would like the pole to be painted to match the existing water tank, which should be fine, if the wood will accept paint successfully. They also prefer a metal pole to wood, but that is not feasible due to the required foundation and more permanence of this type of pole.
- The HOA would like to be added to the certificate of insurance for this site, in case of any legal issues that may arise from them supporting our site. This is being researched by AT&T and their insurance carrier to see if it is even possible to insure a group on a separate property.
- The HOA requests some sort of nuisance fee from AT&T for the duration that the temp pole is in place. AT&T is considering this at this time and has not come up with a formal response.

Please contact me with any questions you may have regarding this meeting.

Thank you.

Sincerely,

Dave Kirk, AICP
469-360-0098
dave.kirk@rwrwireless.com

Stonebriar Park

HOMEOWNER'S ASSOCIATION, INC.

March 22, 2012

Mayor Maher Maso
City of Frisco City Council
6101 Frisco Square Blvd.
Frisco, TX 75234

RE: DX1076 – AT&T Temporary Pole
Frisco Water Tower - 3000 Legacy Drive

Mayor Maso and Frisco City Council:

The Board of Directors of the Villages at Stonebriar Park Homeowners Association met with representatives of AT&T on January 10th to discuss the proposed installation of a temporary pole adjacent to the City of Frisco's out of service water tank at 3000 Legacy Drive. The purpose of the temporary pole is to allow the upgrade of AT&T's facilities currently installed on the city owned water tank. Our understanding is that the tank is not structurally capable of any further upgrades and this temporary pole will allow upgrades until a new water tower is built in the area, with the understanding the pole will be painted to match the existing water tower and will be removed once installed on the new tower.

Upon review of their proposed plans and simulations indicating what the pole would look like in appearance, we had an open discussion about the proposal. After some discussion and compromise on a few issues about this proposal, the Villages at Stonebriar Park are in support of the proposed temporary pole. At this time the HOA would encourage the City Council to approve AT&T's temporary SUP proposal on an expedited track, so that the residents in our neighborhood can maintain UMTS 3G service as well as upgraded AT&T LTE 4G coverage.

Thank you for your consideration.

Sincerely,

Kevin Ovens, President
Stonebriar Park Homeowners Association, Inc
1800 Preston Park Blvd.
Suite # 101
Plano, TX 75093

AGENDA ITEM #31.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Ross Culbertson, Planner**

Date: **4/5/2012**

Agenda Caption: **Public Hearing: SUP12-0002. A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway and consider and act to direct staff to prepare an ordinance of the same. Zoned Planned Development-183-Office-1. Neighborhood #39.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting a Specific Use Permit for an Assisted Living Facility for construction of three buildings each housing 15 bedrooms with a common kitchen and living space. On-site staff will attend to residents' daily needs as required.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the SUP request at their March 27, 2012 meeting and voted 5-0 (Hamilton absent) to approve the request as outlined in the Outcome Memo. The applicant met with the adjacent HOA board which had no objection to the use.

Alternatives: The City Council may:

- Approve the request and direct staff to prepare an Ordinance;
- Approve the request with conditions and direct staff to prepare an Ordinance;
- Deny the request; or
- Table for further review.

Financial Considerations: Not applicable.

Legal Review: Not applicable.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated March 28, 2012.
- Staff Report.
- Location Map.
- Exhibit A.
- Exhibit B.
- Preliminary Façade Plan Exhibits.

Staff Recommendation: Recommended for approval subject to compliance with the attached preliminary façade plan.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

March 28, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, March 27, 2012

Public Hearing -
Specific Use Permit: Timber Ridge Plaza, Block A, Lot 1 (SUP12-0002)
Owner(s): MJBD Enterprises, Inc.

Description:
A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway. Zoned Planned Development-183-Office-1. Neighborhood #39. RC

Result/Action:

Approved: 5-0 (Hamilton absent)
Denied:
Tabled:

ACTION:

The item was recommended for approved subject to compliance with the preliminary façade plan. Final approval requires approval by the City Council.

RC/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

March 27, 2012

Public Hearing -
Specific Use Permit: Timber Ridge Plaza, Block A, Lot 1 (SUP12-0002)
Owner(s): MJBD Enterprises, Inc.

DESCRIPTION:

A request for a Specific Use Permit for an Assisted Living Facility on one lot on 2.0± acres on the north side of Timber Ridge Drive, 380± feet east of Teel Parkway. Zoned Planned Development-183-Office-1. Neighborhood #39. RC

HISTORY:

Ordinance No. 05-01-11 – City Council adopted the Ordinance on January 18, 2005, rezoning Tract 1 being 7.890± acres from Agriculture to Planned Development-183-Office-1.

CASE OVERVIEW:

Beehive Homes of Frisco requests a Specific Use Permit (SUP) for an Assisted Living Facility. An Assisted Living Facility provides residence, supervision, and daily assistance for individuals, generally persons 55 years of age or older, with common dining and recreational areas designed for the needs of the elderly. The applicant is requesting to construct three dwelling units (Building 1 = 7,780 S.F.; Building 2 = 9,018 S.F.; Building 3 = 7,780S.F.), with each building containing approximately 15 private rooms with a common living and kitchen space. On-site staff will attend to daily needs as required.

On March 8, 2012, the applicant met with Lone Star Ranch Homeowner's Association representatives to introduce the project and discussed local impacts of construction traffic along Timber Ridge Drive and design related items regarding the facility's use and compatibility to the Lone Star Ranch neighborhood. The HOA had no objection to the use and will notify residents of the pending development.

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Vacant	PD-183-Retail	Retail
East	Pre-School	PD-183-Office-1	Public/Semi-Public
South	Single Family	Patio Home	Residential
West	Vacant	PD-183-Office-1	Retail

COMPATIBILITY CONSIDERATIONS:

When considering an application for a Specific Use Permit, the Planning & Zoning Commission may recommend and the City Council may establish conditions and regulations necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the City. As part of this request the applicant has provided:

- Protective screening, landscaping, and open space –

  Screening is not required between adjacent non-residential zoning; however, a six-foot wood fence will enclose a private yard area from proposed office and retail developments to the north and west. Landscaping and Open Space are shown on the preliminary site plan and comply with the Zoning Ordinance requirements.
- Architectural compatibility of buildings –

  See the attached, (Architecture Character) exhibit. The individual units are designed as one-story buildings with pitched metal roofs having a stone base, stucco finish, and arts-&-crafts style architectural features. The assisted living facilities are consistent in character with the adjacent pre-school and will be compatible with typical one-story professional office buildings proposed on the adjacent lot to the west. The building's aesthetics' comply with the Planned Developoment-183 standards.

COMPREHENSIVE PLAN:

The Comprehensive Plan under the heading "Land Use Policies" recommends that Assisted Living Facilities should be considered a type of multifamily residential development and incorporate guidelines of:

- Assisted living developments may be built as part of a church complex;

The facility is not part of a church complex, however is in close proximity to local houses of worship.

- If possible, should be located next to or near public parks or private open space areas;
  The facility is within walking distance to a large city park to the east and close to a public school with an adjacent park to the west.
- Assisted living developments may be adjacent to day care centers;
  The facility is adjacent to a pre-school learning center.
- Assisted living developments should be served by a collector street; and,
  The facility has frontage on Timber Ridge Drive which is a collector street.
- Assisted living development should be integrated with the surrounding neighborhood.
  The facility will follow Planned Development-183 standards in setting a specific architectural character that is compatible with the adjacent neighborhood setting.

ZONING ORDINANCE REQUIREMENTS:

- Assisted Living Facilities are permitted by right in multifamily zoning districts otherwise; a Specific Use Permit (SUP) is required in office and commercial districts as indicated on the Use Chart.

  The proposed Assisted Living Facility is located on property with a base zoning of Office-1 and adjacent to a planned professional office development at the northeast corner of Teel Parkway and Timber Ridge Drive. The site's size and shape will accommodate the three individual dwelling units and private open space areas.

  This request complies with the Zoning Ordinance.

SUMMARY:

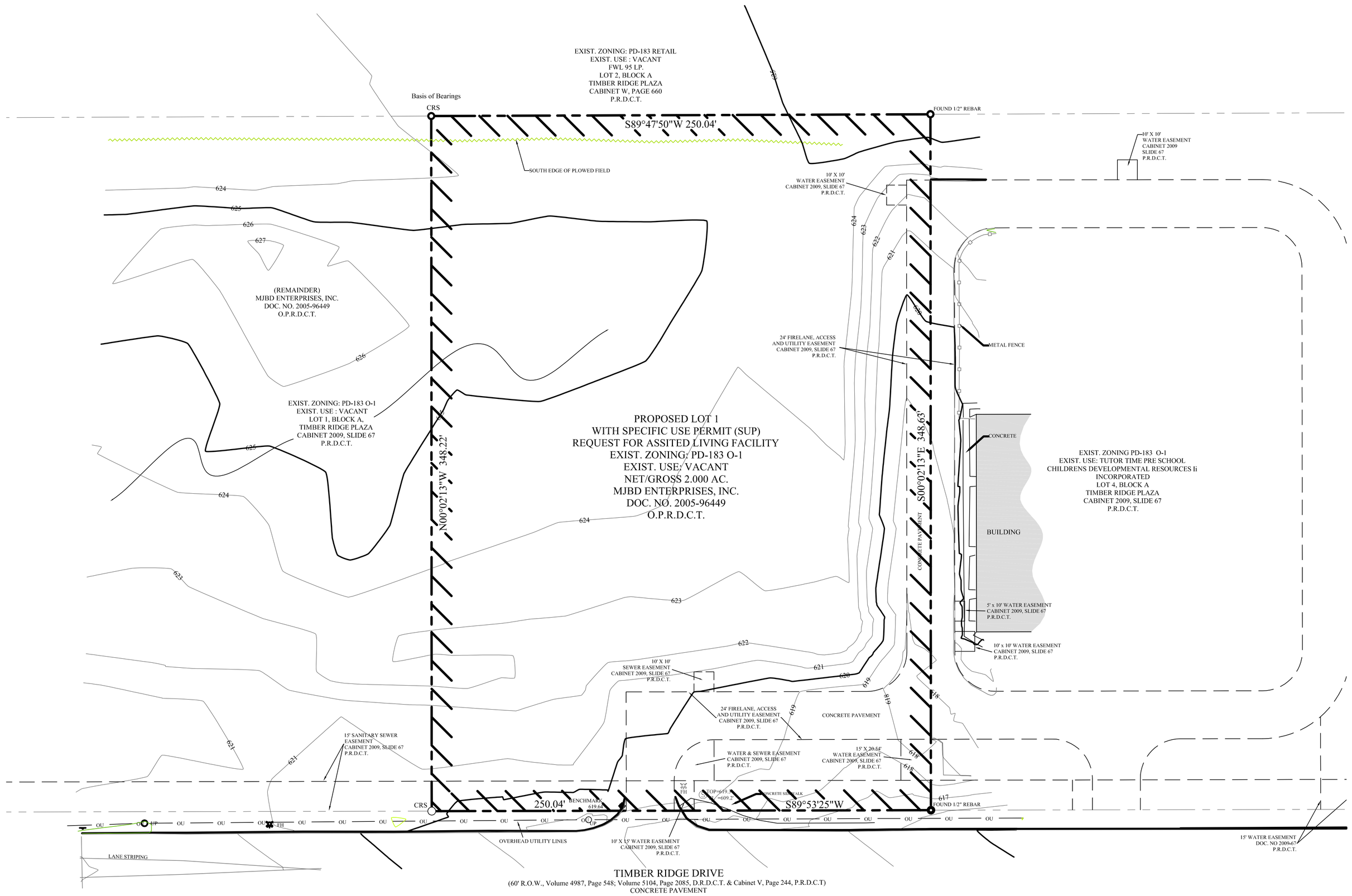
Staff is in support of this request as it is a compatible use for the surrounding properties.

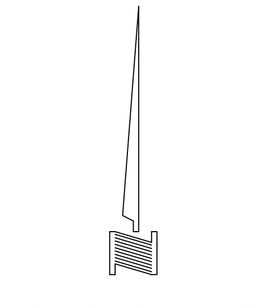
RECOMMENDATION:

Recommended for approval subject to compliance with the attached preliminary façade plan.

SUP12-0002
Timber Ridge Plaza
Block A, Lot 1









LOCATION MAP
NOT TO SCALE

SURVEY DESCRIPTION

Being a tract of land situated in the City of Frisco, Denton County, Texas, being a portion of Lot 1, Block A of Timber Ridge Plaza according to the plat recorded in Cabinet Number 2009, Slide 67 of the Plat Records of Denton County, Texas. Said tract of land being more particularly described as follows:

BEGINNING at a found 1/2 inch rebar at the southeast corner of said Lot 1;

THENCE SOUTH 89 degrees 53 minutes 25 seconds WEST, along the South line of said Lot 1, a distance of 250.04 feet to a set 1/2 inch capped rebar stamped "JPH LAND SURVEYING", from said set 1/2 inch capped rebar stamped "JPH LAND SURVEYING", a found 1/2 inch rebar at the most southern, southwest corner of said Lot 1, bears SOUTH 89 degrees 53 minutes 25 seconds WEST, a distance of 379.99 feet;

THENCE NORTH 00 degrees 02 minutes 13 seconds WEST, a distance of 348.22 feet to a set 1/2 inch capped rebar stamped "JPH LAND SURVEYING" on the North line of said Lot 1, from said set 1/2 inch capped rebar stamped "JPH LAND SURVEYING", a found 1/2 inch rebar at the northwest corner of said Lot 1, bears SOUTH 89 degrees 47 minutes 50 seconds WEST, a distance of 396.40 feet;

THENCE NORTH 89 degrees 47 minutes 50 seconds EAST, along the North line of said Lot 1, a distance of 250.04 feet to a found 1/2 inch rebar at the northeast corner of said Lot 1;

THENCE SOUTH 00 degrees 02 minutes 13 seconds EAST, along the East line of said Lot 1, a distance of 348.63 feet to the POINT OF BEGINNING, containing 2.000 acres.

NOTES

1. The subject property surveyed hereon, lies within OTHER AREAS - Zone X - areas determined to be outside the 0.2% annual chance floodplain, as shown on the National Flood Insurance Program's, Flood Insurance Rate Map (FIRM) for Denton County and Incorporated Areas, Community-Panel Number 48121C0440G, revised date of April 18, 2011 as published by the Federal Emergency Management Agency (FEMA)

2. The basis of bearings for this survey is the North line of Lot 1, Block A of Timber Ridge Plaza according to the plat recorded in Cabinet Number 2009, Slide 67 of the Plat Records of Denton County, Texas.

Legend of Abbreviations

O.P.R.D.C.T. = Official Public Records Denton County, Texas
P.R.D.C.T. = Plat Records Denton County, Texas
D.R.D.C.T. = Deed Records Denton County, Texas
CRS = Set 1/2 inch capped rebar stamped "JPH LAND SURVEYING"

Legend of Symbols

TR	Telephone Riser
EM	Electric Meter
IV	Irrigation Valve
LP	Light Pole
	Sign
	Sanitary Sewer Manhole
	Storm Drain Manhole
FH	Fire Hydrant
WV	Water Valve
UP	Utility Pole
UPUG	Utility Pole With Riser
GM	Gas Meter
	Air Conditioner

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
LARRY GARZA
DOC# 2010-75776 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
DOUGLAS CULPEPPER ET. AL
DOC# 2009-54513 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
DARELA&DARLENE FAIRLY
DOC# 05-114438 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
TIMOTHY & ANGIE GRIFFIN
DOC# 04-154148 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
CHRISTOPHER FLACH ET AL
DOC# 2008-94233 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
DANNY & RODENA MOTE
DOC# 04-98054 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
CHRISTI MANNING& JOHN CURTIS
DOC# 05-46312 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
HERMAN & MELINDA CARDONA
DOC# 05-119764 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
FANQUIN MENG
DOC# 2011-82571 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
RAJIV TOTLANI & NEELU SHAH
DOC# 2009-37059 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
JAMES SAMBRANO
DOC# 05-38391 O.P.R.D.C.T.

OWNER
MJBD ENTERPRISES, INC.
CONTACT: DAVID BEGIS
806 STOWE LANE
LAKEWOOD VILLAGE TX 75068

APPLICANT
LUKE BOAIS
1015 OAKWOOD STREET
BURLEY, ID 83318
208-670-4611

REPRESENTATIVE
TEXAS DEVELOPMENT SERVICES
MARDY BROWN
4300 SIGMA RD. SUITE 100
DALLAS, TX 75244
469-853-6538

SURVEY
JPH LAND SURVEYING INC.
JON HOEBELHEINRICH
807 BLUEBONNET DRIVE, SUITE C
KELLER, TX 76284
817-431-4971

NO.	DATE	BY	REVISION
rev1	7/25/12	MB	1ST SET OF CITY COMMENTS
rev2	7/13/12	MB	2ND SET OF CITY COMMENTS
rev3			
rev4			
rev5			

EXHIBIT A : S.U.P. #12-0002

BEEHIVE HOMES of FRISCO
BLOCK A, LOT1, TIMBER RIDGE PLAZA
M. HARRIS SURVEY, ABSTRACT 564
2.000 AC.

CITY OF FRISCO

DENTON COUNTY, TEXAS

TDS
TEXAS DEVELOPMENT SERVICES
4300 SIGMA RD, SUITE 100 Dallas, Texas 75244
TEXAS REGISTERED ENGINEERING FIRM #12790

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
SC	MB	MB	3/20/12	1"=30'	11062	1/1

Packet Page -625-

AGENDA ITEM #31.

TEXAS DEVELOPMENT SERVICES

EXIST. ZONING: PD-183 RETAIL
EXIST. USE : AGRICULTURE
FWL 95 LP.
LOT 2, BLOCK A
TIMBER RIDGE PLAZA
CABINET W, PAGE 660
P.R.D.C.T.

TWO DOUBLE MASONRY TRASH ENCLOSURES 15'X23'X6'HIGH W/CITY REQUIRED DUMPSTER DRAINS

N89°47'50"E 646.44' CRS — FOUND 1/2" REBAR

396.40' 10' L.S. BUFFER PER PD-183 — 10' L.S. BUFFER PER PD-183 250.04' — 10' L.S. BUFFER PER PD-183

6' B ON B PRIVACY FENCE — 3'GATE — 30' REAR SETBACK LINE

10' X 10' WATER EASE. CABINET 2009, SLIDE 67 P.R.D.C.T.TO BE ABANDONED

15'X23'X6'HIGH DOUBLE MASONRY TRASH ENCLOSURE W/CITY REQUIRED DUMPSTER DRAINS

FUTURE 24' FIRELANE ACCESS AND UTILITY EASEMENT

METAL FENCE

24' FIRELANE ACCESS AND UTILITY EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

OPEN SPACE
FENCED YARD
PROPOSED 2.000 ACRES 87,120 S.F. BLOCK A. LOT 1 TIMBER RIDGE PLAZA

BUILDING TWO
9,018 S.F.
30'-1 STORY
SENIOR LIVING

BUILDING FOUR
OFFICE
12,500 S.F.
30'-1 STORY
63 PARKING

4150 S.F. O.S.

3.213 ACRES 140,588 S.F. BLOCK A. LOT 5 TIMBER RIDGE PLAZA

PROPOSED LOT 5
3.213 ACRES
MJBD ENTERPRISES, INC.
DOC. NO. 2005-96449
O.P.R.D.C.T.

BUILDING ONE
7,780 S.F.
30'-1 STORY
SENIOR LIVING

BUILDING THREE
7,780 S.F.
30'-1 STORY
SENIOR LIVING

EXIST. ZONING: PD-183 O-1
EXIST. USE: VACANT
NET/GROSS 2.000 AC.
MJBD ENTERPRISES, INC.
DOC. NO. 2005-96449
O.P.R.D.C.T.

EXIST. ZONING PD-183 O-1
EXIST. USE: TUTOR TIME PRE SCHOOL
CHILDRENS DEVELOPMENTAL RESOURCES II INCORPORATED
LOT 4, BLOCK A
TIMBER RIDGE PLAZA
CABINET 2009, SLIDE 67
P.R.D.C.T.

5' x 10' WATER EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

10' x 10' WATER EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

N00°02'13"W 348.22' — S00°02'13"E 348.63'

FUTURE 24' FIRELANE ACCESS AND UTILITY EASEMENT — PROP. TEMP. 60'R. TURN AROUND — PROPOSED 24' FIRELANE ACCESS AND UTILITY EASEMENT — EXIST. 24' FIRELANE, ACCESS AND UTILITY EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

25' FRONT SETBACK LINE — OPEN SPACE 2,472 S.F. — 25' FRONT SETBACK LINE

15' SANITARY SEWER EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

SURFACE DRAINAGE FLUME — 15' LS BUFFER PER PD-183 — SURFACE DRAINAGE FLUME

EXIST. 24' DRIVE — 15' X 20.54' WATER EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T. — EXIST. 24' DRIVE

PROPOSED 10" SEWER MAIN — 550 S.F. WATER RESOURCE AREA — DETENTION POND 550 S.F. — 18"RCP-IN NEW OFFSITE DRAINAGE ESMT. 65' TO TIE TO EXIST. S.D.

379.99' S89°53'25"W 630.03' 250.04' — FOUND 1/2" REBAR

OVERHEAD UTILITY LINES — PROP. 4' CONCRETE SIDEWALK — EXIST. 4' CONCRETE SIDEWALK

10' X 15' WATER EASEMENT CABINET 2009, SLIDE 67 P.R.D.C.T.

286' TO NEXT DRIVEWAY (494' TO NE CORNER OF TEEL PKWY.)

24' DRIVE

TIMBER RIDGE DRIVE
60' R.O.W., VOL.4987, PG 548; VOL. 5104, PG. 2085, D.R.D.C.T. & CAB. V PG. 244, P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
LARRY GARZA
DOC# 2010-75776 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
DOUGLAS CULPEPPER ET AL
DOC# 2009-54513 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
DARCLE&DARLENE FAIRLY
DOC# 05-114438 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
TIMOTHY & ANGIE GRIFFIN
DOC# 04-154148 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
CHRISTOPHER FLACH ET AL
DOC# 2008-94233 O.P.R.D.C.T.

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CHRISTOPHER & JONI CURTIS
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EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
HERMAN & MELINDA CARDONA
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EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
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EXIST. ZONING: PH
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DOC# 2009-37059 O.P.R.D.C.T.

EXIST. ZONING: PH
EXIST. USE: SF HOME
QUAIL MEADOW VILLAGE
JAMES SAMBRANO
DOC# 05-38391 O.P.R.D.C.T.

SITE DATA SUMMARY LOT 1

1. BUILDINGS 1,2 & 3 ARE TO BE USED SENIOR ASSISTED HOUSING.
2. EXISTING ZONING – PD-183 OFFICE-1 W/ PENDING S.U.P.
3. PROPOSED USE
   - BLDG. # 1 15 BEDROOM SENIOR ASSISTED LIVING
   - BLDG. # 2 19 BEDROOM SENIOR ASSISTED LIVING
   - BLDG. # 3 15 BEDROOM SENIOR ASSISTED LIVING
4. LOT AREA – 2.000 Ac. / 87,120 s.f.
5.

BUILDING	AREA FOOTPRINT	AREA TOTAL	HEIGHT
BLDG. # 1	7,780 S.F.	7,780 S.F.	40' (ONE STORY)
BLDG. # 2	9,018 S.F.	9,018 S.F.	40' (ONE STORY)
BLDG. # 3	7,780 S.F.	7,780 S.F.	40' (ONE STORY)
TOTAL	24,578 S.F.	24,578 S.F.	

6. LOT COVERAGE – 28%
7. FLOOR AREA RATIO – 0.28:1 (0.5:1 ALLOWED)
8. TOTAL REQUIRED PARKING: ASSISTED SENIOR LIVING 1 SPACE PER 5 BEDS & 1 SPACE PER 1000 S.F. OUTDOOR USE.
   TOTAL PARKING REQUIRED – 21 SPACES
9. TOTAL PARKING PROVIDED – 33 SPACES
10. TOTAL HC PARKING REQD. – 6 SPACES
11. TOTAL HC PARKING PROVIDED – 6 SPACES

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH A.D.A. STANDARDS.

12. OPEN SPACE REQUIRED BY ZONING – 7% (6,098 s.f.)
13. OPEN SPACE PROVIDED – 10% (8,295 s.f.)
14. WATER RESOURCE ZONE – 10,095 X .05% = REQD. 505 S.F. PROVIDED: 550 S.F.
15. TOTAL S.F. OF IMPERVIOUS SURFACE –
    AREA OF LOT 2.000 Ac. / 87,120 s.f.
    IMPERVIOUS SURFACE – 0.56 Ac. / 24,488 s.f.
16. INTERIOR LANDSCAPE PROVIDED – 24,636 S,F,



LOCATION MAP
NOT TO SCALE

0 15 30 60
GRAPHIC SCALE IN FEET
1"=30'

Site Plan Notes

1. Any revision to this plan will require city approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted shall be screened in accordance with the Comprehensive Zoning Ordinance.
3. Buildings of 5000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Building Inspection Division approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval..
6. ALL INTERIOR CURB RADII ARE 20' UNLESS OTHERWISE NOTED.
7. ALL 18' PARKING SPACES SHALL HAVE A 2' OVERHANG STRIP. ADJOINING SIDEWALKS SHALL BE A MINIMUM OF 6' WIDE TO ALLOW 4' OUTSIDE OF 2' OVERHANG.
8. NO FLOOD PLAIN EXISTS ON SITE.
9. ALL ADA REQUIREMENTS WILL BE MET. ACCESS BETWEEN BUILINGS WILL BE PROVIDED AND REVIEWED BY AN ADA CERTIFIED AGENT.

NOTE
PROPOSED SITE CONTEXT FOR ADJACENT LOT 5 IS SHOWN BY THE CORRESPONDING PRELIMINARY SITE PLAN SUBMITTAL PSPCP12-003

NOTE
ENGINEERING SERVICES WILL ALLOW FOR THIS SITES DRAINAGE NEEDS TO BE MET BY OVER DETAINING IN THE DETENTION AREA ALONG TEEL PKWY.

LEGEND

- ⊙ MONUMENT FOUND AS NOTED
- SIRC ● 1/2" IRON ROD SET WITH RED PLASTIC CAP STAMPED "RPLS 5674"
- <CM> CONTROL MONUMENT
- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- ICV ⊗ IRRIGATION CONTROL VALVE
- FOCM FIBER OPTIC CABLE MARKER
- TS TRAFFIC SIGN
- GMKR GAS LINE MARKER
- WV ⊗ WATER VALVE
- WM ◇ WATER METER
- FH ⊹ FIRE HYDRANT
- EMH COSERV MANHOLE
- 740 EXISTING CONTOUR
- (4) # OF PARKING SPACES
- OU OVERHEAD UTILITY
- UTILITY POLE
- FIRELANE, ACCESS AND UTILITY EASEMENT
- BUILDING SETBACK LINE
- 6' STAINED BOARD ON BOARD PRIVACY FENCE

OWNER
MJBD ENTERPRISES, INC.
CONTACT: DAVID BEGIS
806 STOWE LANE
LAKEWOOD VILLAGE TX 75068

APPLICANT
LUKE COATS
1015 OAKWOOD STREET
BURLEY, ID 83318
208-670-4611

REPRESENTATIVE
TEXAS DEVELOPMENT SERVICES
MARDY BROWN
4300 SIGMA RD. SUITE 100
DALLAS, TX 75244
469-853-6538

NO.	DATE	BY	REVISION
Rev1	2/25/12	MB	1ST CITY MARKUPS
Rev2	3/13/12	MB	2ND CITY MARKUPS
Rev3			
Rev4			
Rev5			

ACTION

☐ APPROVED ☐ DENIED

STAFF _____ Date _____ Initials

P&Z _____ Date _____ Initials

Neighborhood# _____

See the Staff Approval Letter or P&Z Result Memo for any conditions associated with approval of the project.

EXHIBIT B: SUP# 12-0002

BEEHIVE HOMES of FRISCO
BLOCK A, LOT 1, TIMBER RIDGE PLAZA
M. HARRIS SURVEY, ABSTRACT 564
2.000 +/- AC.

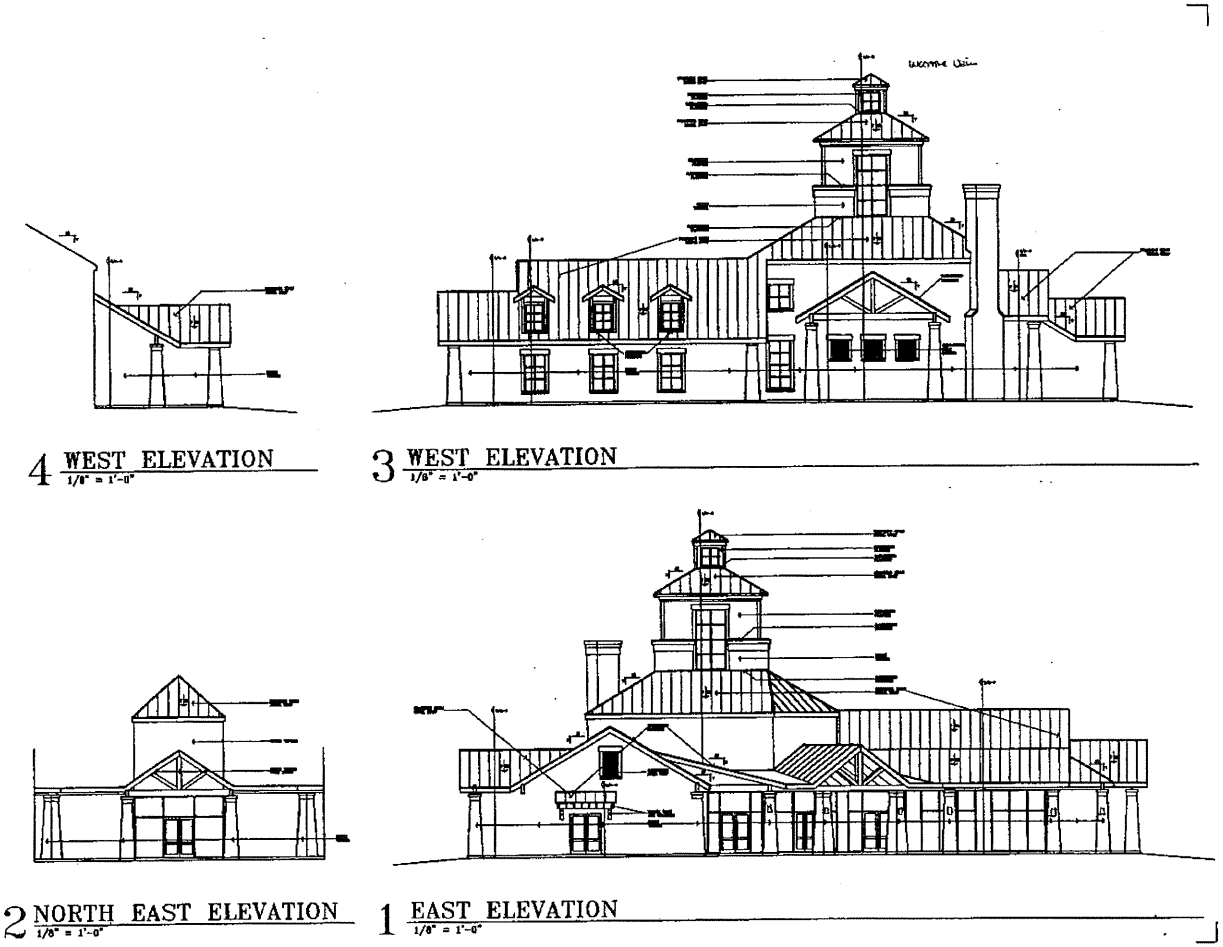
CITY OF FRISCO

DENTON COUNTY, TEXAS

TDS — TEXAS DEVELOPMENT SERVICES
4300 SIGMA RD, SUITE 100 Dallas, Texas 75244
TEXAS REGISTERED ENGINEERING FIRM #12790

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
SC	MB	MB	3/20/12	1"=30'	11062	1/1

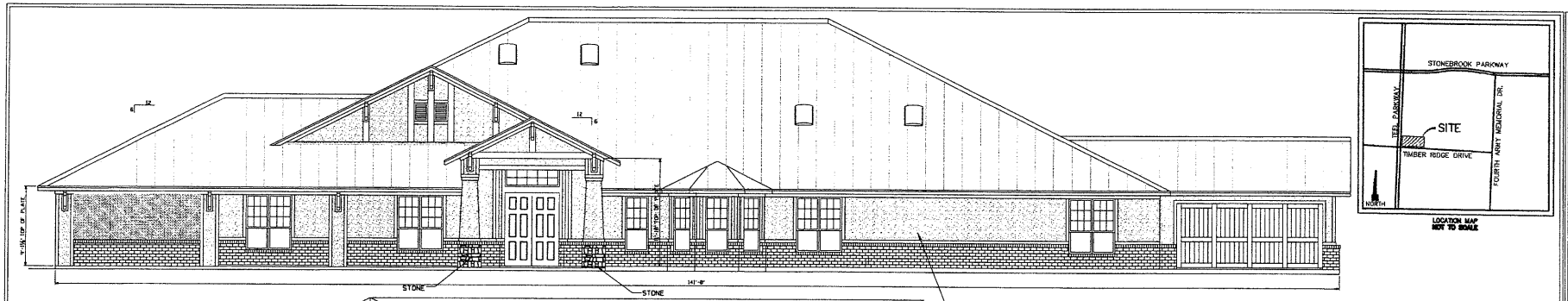
Planned Development-183 General Architectural Character



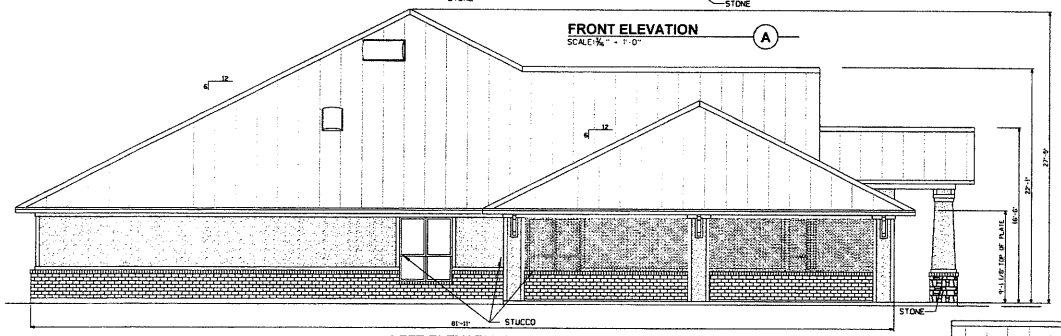
HUDSON LOCKETT III, ARCHITECT
5207 MCKINNEY AVENUE SUITE FOURTEEN
DALLAS, TEXAS 75205-3355
214-559-2095 HCLSARCH@AOL.COM

LONE STAR RANCH
AMENITY CENTER
FRISCO TEXAS

A-2



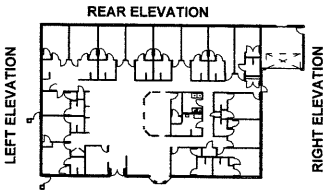
FRONT ELEVATION (A)
SCALE: 3/16" = 1'-0"



LEFT ELEVATION (B)
SCALE: 3/16" = 1'-0"

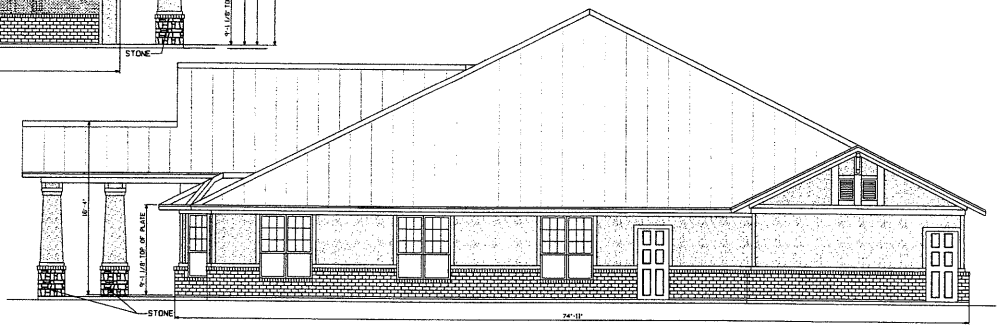
AREA CALCULATIONS

FRONT ELEVATION 1,135.53 SQ. FT.		
159 SQ. FT. WINDOWS	=	14%
294.13 SQ. FT. CULTURED STONE	=	26%
162.70 SQ. FT. DOORS	=	14%
520.00 SQ. FT. STUCCO	=	46%
BACK ELEVATION 1,113.03 SQ. FT.		
270 SQ. FT. WINDOWS	=	24%
330.2 SQ. FT. CULTURED STONE	=	30%
513.00 SQ. FT. STUCCO	=	46%
RIGHT ELEVATION 639 SQ. FT.		
90 SQ. FT. WINDOWS	=	14%
189.6 SQ. FT. CULTURED STONE	=	30%
319.40 SQ. FT. STUCCO	=	50%
40.0 SQ. FT. DOORS	=	6%
LEFT ELEVATION 639 SQ. FT.		
60 SQ. FT. WINDOWS	=	9%
189.6 SQ. FT. CULTURED STONE	=	30%
369.40 SQ. FT. STUCCO	=	58%
20.0 SQ. FT. DOORS	=	3%

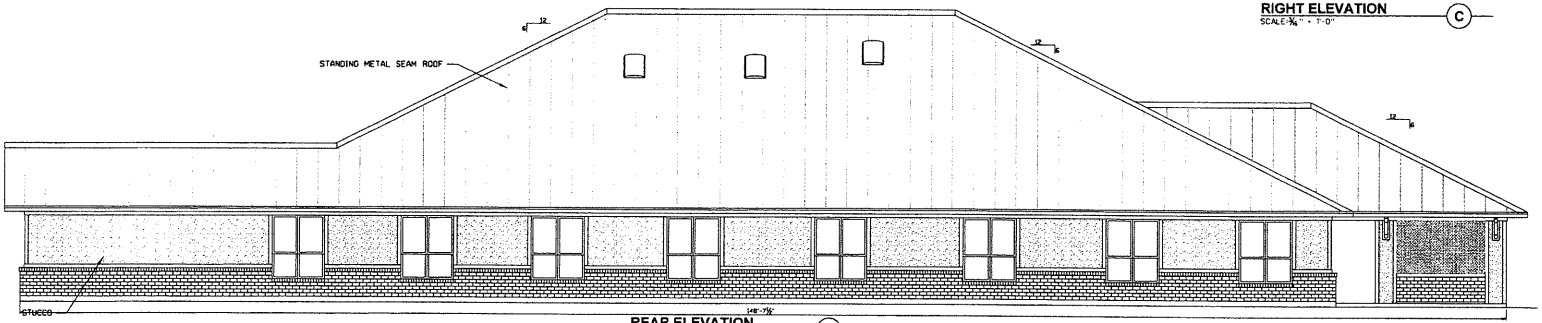


GENERAL NOTES (E)

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENTAL SERVICES.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.



RIGHT ELEVATION (C)
SCALE: 3/16" = 1'-0"



REAR ELEVATION (D)
SCALE: 3/16" = 1'-0"

LOCATION MAP
NOT TO SCALE

APPROVED
MAR 2 1 2012
CITY OF FRISCO
DEVELOPMENT SERVICES
PSPCP12-0003

PRELIMINARY SITE PLAN

BEEHIVE HOMES of FRISCO
LOTS 1R & LOT 5, BLOCK A, TIMBER RIDGE PLAZA
M. HARRIS SURVEY, ABSTRACT 564
5.213 +/- AC.
CITY OF FRISCO
DENTON COUNTY, TEXAS

PRELIMINARY

REVISIONS

PLOT DATE: 2/21/12

DATE: FEBRUARY 2012
DRAWN BY: A.J/SM
SCALE: AS SHOWN
PROJ. #: 12-04

FRISCO, TEXAS
2755 TIMBER RIDGE DR.
OWNER: LUKE COATS 903-670-4611
PAGE TITLE: ELEVATIONS

BEEHIVE HOMES
QUALITY SENIOR LIVING

ENGINEERING
1000 HERBERT DR PHONE: (208) 888-7148
BOISE, ID. 83642 FAX: (208) 888-7165
MERIDIAN, E-MAIL: rbonner@acmeengineering.com

A-6
SHEET

AGENDA ITEM #32.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

Cc: **George A. Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services
Paul Knippel, P.E., Director of Engineering Services

From: **John Webb, AICP, Zoning & Subdivision Administrator**

Date: **4/5/2012**

Agenda Caption: **Public Hearing: A request to amend Subdivision Ordinance No. 09-07-38 to incorporate the new Engineering Standards and consider and act to direct staff to prepare an Ordinance of the same. SA11-0001**

Action Requested: No action is required, because the case was tabled at the Planning & Zoning Commission meeting.

Background Information: Engineering Services is working with the Frisco Developers Council to address their issues with the new Engineering Standards. Since the Planning & Zoning Commission has yet to make a recommendation, no action is necessary at this time. Staff will re-advertise the City Council Public Hearing upon receipt of a recommendation from the Planning & Zoning Commission.

Board Review/Citizen Input: The Planning & Zoning Commission tabled this item at their April 10, 2012 meeting to the May 8, 2012 meeting.

Staff Recommendation: No action.

AGENDA ITEM #33.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **4/5/2012**

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. Tabled 3/20/12**

Action Requested: Remove the item from the table, continue the public hearing and table the item to the May 1, 2012 meeting.

Background Information: On April 13, 2012, the applicant requested that this item be tabled to the May 1st meeting to allow them to work with staff to develop a plan regarding structured and surface parking for the multi-family portion of the project.

Recommendation: Continue the public hearing and table the item to the May 1, 2012 meeting.

AGENDA ITEM #34.

FRISCO
PROGRESS IN MOTION

Memorandum

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

Cc: **George A. Purefoy, City Manager**
Paul Knippel, P.E., Director of Engineering
Brian Moen, P.E., Assistant Director of Engineering Services

From: **Jason Brodigan, P.E., Senior Civil Engineer**
Shelley Lang, P.E., Senior Traffic Engineer

Date: **April 17, 2012**

Subject: **Consider and Act Upon Request for Noise Variance from Austin Bridge and Road for night time paving operations on FM 423.**

Action Requested: Austin Bridge and Road, the TxDOT contractor constructing FM 423 between Stewart Creek Road and FM 720, is seeking permission to conduct paving operations at night and is requesting a variance under Article IV. – Noise, Section 54 in the Code of Ordinances. The paving to be done during this variance request is for the northbound travel lanes on FM 423 within the project limits.

Background Information: The relevant regulation is contained in Article IV, Sec. 54-90(b)(6) *Construction/maintenance work. a. which states "Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m.*"

The contractor is requesting to be allowed to conduct night time paving operations starting from April 23 to May 19 to complete paving work for the new northbound travel lanes on FM 423. The paving work will occur between 7:00 PM and 7:00 AM Monday through Saturday. Austin Bridge and Road plans to begin the northbound lane paving operation at the south end of the project at

Stewart Creek Road and move north through FM 720 in Little Elm. The contractor will complete the paving work as quickly as possible and is asking for the variance between April 23 to May 19 to allow for any weather delays.

There are approximately 139 homes within 500 feet of the paving operation that could be affected by noise. Most of these homes are within the Waterstone and Frisco Lakes subdivisions, which is on the west side of FM 423. Night time paving operations were completed several months ago for the new FM 423 southbound lanes between Stewart Creek Road and FM 720 in Little Elm without any noise complaints. Therefore, the proposed night time paving of the new FM 423 northbound lanes will be farther away from most of the homes than the previous night time paving operations on FM 423. By doing the paving work at night, the work can be done safely with minimal delay to traffic.

As specified in the ordinance, Austin Bridge and Road has submitted the required request along with their $25.00 permit fee.

Alternatives: The City Council could consider the following alternatives:

- Approval of Variance Request
- Send back to staff with direction

Financial Considerations: Deny the variance request and require all work be completed outside of the restricted hours.

Legal Review: N/A

Supporting Documents:

- Email requesting variance.
- Exhibits reflecting proposed night time work area.

Staff Recommendation: Staff recommends approval of the proposed plan.

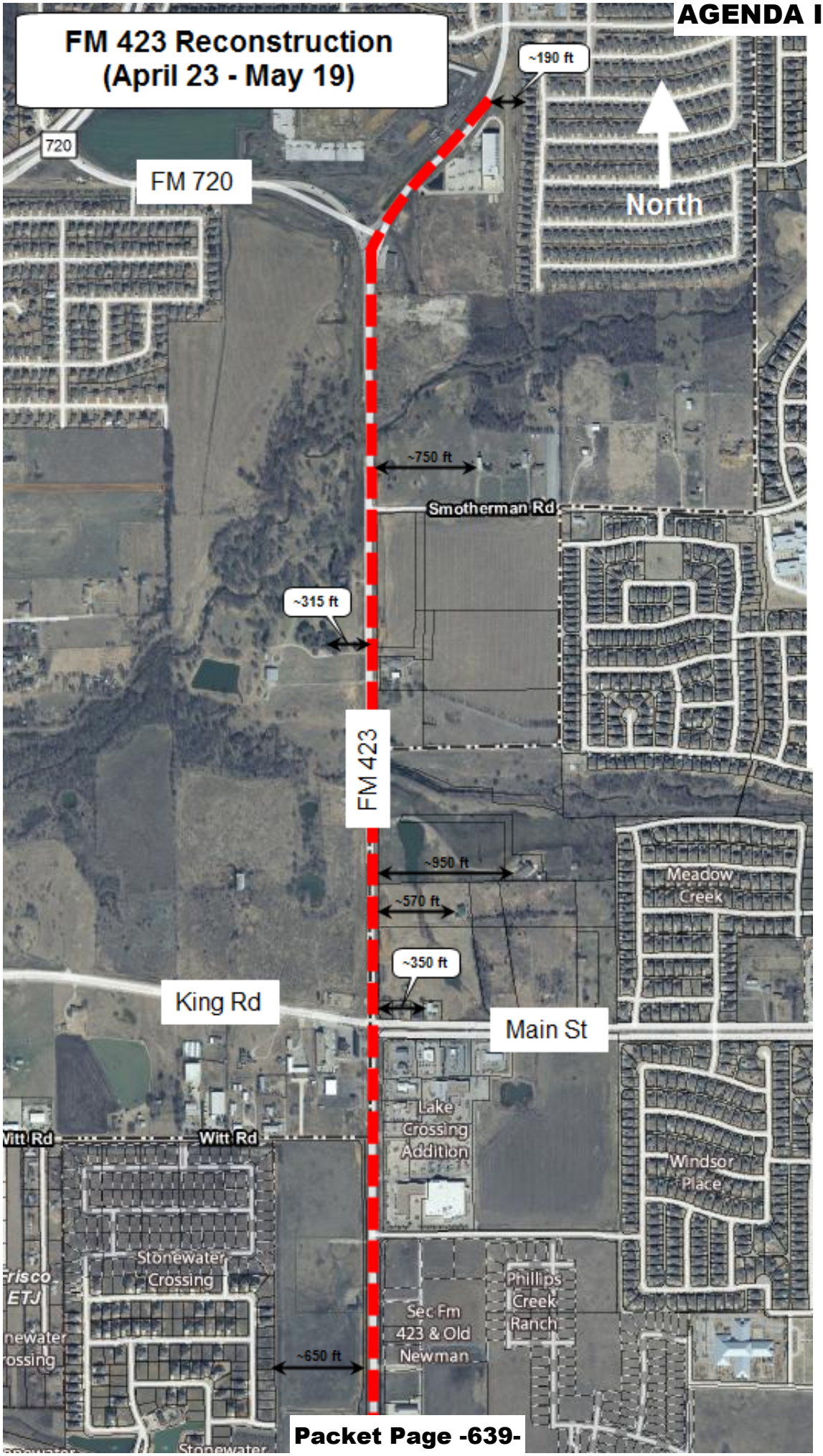
Shelley Lang

Mr. Brodigan,

Austin Bridge and Road would like to request a variance in the City of Frisco's noise ordinance from the 23dr of April, thru the 19th of May, 2012 in order to complete concrete paving activities for the northbound section of FM 423. This work will start at approximately 7:00 PM and continue thru to 7:00 AM Monday thru Saturday.

We appreciate your cooperation. Please feel free to contact Mr. Steve Gould should you have any questions or concerns.

Thank you,
Steve Gould
Project Manager
Austin Bridge and Road
(214)701-1372


FM 423 Reconstruction
(April 23 - May 19)
~190 ft
720
FM 720
North
~750 ft
Smotherman Rd
~315 ft
FM 423
~950 ft
~570 ft
Meadow Creek
~350 ft
King Rd
Main St
Witt Rd
Witt Rd
Lake Crossing Addition
Windsor Place
Stonewater Crossing
Frisco ETJ
Phillips Creek Ranch
Sec Fm 423 & Old Newman
~650 ft


Stonewater Crossing
W Stonebrook Pkwy
Sec Fm 423 & Old Newman
Stonebrook Pkwy
~130 ft
Frisco Lakes Dr
Frisco Lakes
FM 423 Reconstruction
(April 23 - May 19)
~150 ft
The Golf Club at Frisco Lakes
Del Webb Blvd
FM 423
~130 ft
Waterstone
Lebanon Rd
W Lebanon Rd
Waterstone 423 Retail
Westside Market
~290 ft
Start Paving NB
FM 423
Frisco ETJ
Lone Star Ranch Pkwy

AGENDA ITEM #35.

Frisco Police Department
City of Frisco, Texas

Memorandum

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

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

From: **John Bruce, Assistant Police Chief**

Date: **4/9/2012**

Agenda Caption: Consider and Act Upon Appointment of Members to the Citizen Advisory Committee for the Photographic Traffic Signal Enforcement System.

Action Requested: City Council appointments to the Citizen Advisory Committee for the photographic traffic signal enforcement system (red light program).

Background Information: The City started the red light program in August 2004. Amending legislation with Senate Bill No. 1119, effective September 1, 2007 enacted additional requirements on the local authority. Chapter 707, section 707.003, subchapter (e) required the governing body to create a citizen advisory committee and each member of the council is to appoint a person to the committee. The committee shall advise the local authority on the locations and operation of the red light program. The City Council created the committee at the November 6, 2007 meeting and appointed the members shortly thereafter.

The Police Department is responsible, along with support from the Engineering Department and Financial Staff in administering the program. This committee meets more or less on a quarterly basis. Two seats on the board are open for appointments. Council members Jeff Cheney and John Keating need to make appointments.

I have attached an email from Council member Cheney with his recommendation to reappoint Jeanine Hyde for a second term.

I have attached an email from Council member Keating with his recommendation to appoint Paul Schuler for a first term.

Board Review/Citizen Input: N/A

Alternatives: City Council may choose not make the appointments at this time.

Financial Considerations: None

Legal Review: None

Supporting Documents: Emails from Council members Cheney and Keating.

David Shilson

From: David Shilson
Sent: Monday, April 09, 2012 2:37 PM
To: John Bruce
Subject: FW: Red Light Committee Nominee

Lieutenant David Shilson #3127
Frisco Police Department
7200 Stonebrook Parkway
Frisco, Texas 75034
Office 972-292-6105 / Fax 972-292-6071
dshilson@friscotexas.gov

From: Jeff Cheney
Sent: Monday, April 09, 2012 11:54 AM
To: David Shilson
Subject: Re: Red Light Committee Nominee

Yes I did. She would like to continue

thanks

Jeff Cheney
Frisco City Council Place 2
George A. Purefoy Municipal Center
6101 Frisco Square Blvd 5th Floor
Frisco, TX 75034
972-292-5052

From: David Shilson <DShilson@friscotexas.gov>
Date: Mon, 9 Apr 2012 11:25:54 -0500
To: JEFF CHENEY <jcheney@friscotexas.gov>
Subject: Red Light Committee Nominee

Jeff,

Just following up to see if you had any luck reaching Jeanine Hyde and seeing if she wants to continue on the committee or did you have another person in mind to fill the spot?

Thanks,

Lieutenant David Shilson #3127
Frisco Police Department
7200 Stonebrook Parkway
Frisco, Texas 75034

David Shilson

From: David Shilson
Sent: Monday, April 09, 2012 2:38 PM
To: John Bruce
Subject: FW: Red Light Committee Representative

Lieutenant David Shilson #3127
Frisco Police Department
7200 Stonebrook Parkway
Frisco, Texas 75034
Office 972-292-6105 / Fax 972-292-6071
dshilson@friscotexas.gov

From: John Keating [redacted]
Sent: Tuesday, March 27, 2012 5:23 PM
To: David Shilson
Cc: Todd Renshaw; Paul Schuler
Subject: Re: Red Light Committee Representative

Greetings LT Shilson~

I plan to nominate Paul Schuler for this position. Paul has indicated a desire t
available to attend the council meeting where this item is placed on the agend

I've copied Paul on this email in case there is any additional information you
questions for Paul.

Paul attended Citizens Police Academy #29 (best class ever!) with me and ha

Thanks,

John Keating

AGENDA ITEM #36.

CITY MANAGER'S OFFICE

Office of the City Manager
City of Frisco, Texas

Memorandum

To: **Mayor and Council**

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

CC: **George Purefoy, City Manager**

Date: **April 13, 2012**

Re: **Discuss lease terms of city property to Premier Vertical Properties for construction and operation of a cell tower.**

Action Requested:

Discussion and provide staff direction related to tower lease business proposition made by PVP for installation and operation of a cell tower and park property.

Background Information:

Per the City Council's request City Manager's Office and City Attorney's Office has, to the best of its ability, completed an analysis of the lease rates for monopole cellular towers on public property in and round Frisco as well as some surrounding cities. The City Attorney's office will be providing, under separate cover, a review of the requirements to utilize park land for this purpose.

Attached to this item is a small PowerPoint which provides some detailed data on the information that has been collected. However, in summary, below is what was found:

- Frisco's one and only monopole is located off of Tomlin Drive at the lease rate of $1,368.79 per month with an escalation of 15% per 5 years. Established 1996.
- Frisco ISD currently has monopoles on its property –
  - The oldest paid a $1,000 license fee plus $1,650 per month with an escalation of 10% per 5 years.
  - FISD just signed an agreement with AT&T for $3,000 per month with an escalation of 10%-20% every 5 years. ***Additionally, this is immediately adjacent to the Fire Station #6 site on which PVP***

offered $800 per month. All new agreements will start at $3,600 per month.

- City of Hurst currently charges $1,322 for a single carrier and up to $3,483 for multiple carriers with an escalation of 10% per 5 years.
- The other data we have is from a 2008 Texas Municipal League Survey so it is somewhat dated. However, even these numbers reflect a range with a low of $1,666 to $2,500 and escalations ranging from 3% to 20%.

Financial Considerations:

Considering potential revenue source based on market rate analysis against an offered lease rate.

Legal Review:

This data has been reviewed by the City Attorney's Office.

Supporting Documents:

- PowerPoint with market data.

Staff Recommendation:

With this data in hand staff cannot support the proposal from PVP to lease the park property at $800 per month. There would need to be a significant increase in the proposed lease rate and the Council would need to adhere to the process that Legal outlines for the use of the proposed site within a park.

PROGRESS IN MOTION

Tower Lease Analysis

City Council Meeting

April 17, 2012

City / School District with Ground Lease

City / School District	Monopole Monthly Lease Rates	Escalator	Notes
Frisco	$1,368	15% every 5 years	established in 1996
Frisco ISD	$3,000 today, future > $3,600 $1,000 License plus $1,650 monthly	10-20% every 5 years 10% every 5 years	To be located at Griffin Middle School, behind Fire Station #6, 40 ft height Located at Memorial Stadium
Hurst	$1,322 (single carrier) to $3,483 (sub lease provision)	10% every 5 years	Towers are approx 110' feet tall with approx. 56' x 23' enclosures. The revenue from the leases goes into the Park Donation Fund and any Park Donation Fund items require Park Board approval (located at athletic center and park)

City / School District with Ground Lease

City / School District	Monopole Monthly Lease Rates	Escalator	Notes
Farmers Branch (2008 rate)	$2,750 monopole in park	20% every 5 years	Information provided by 2008 TML study
Arlington (2008 rate)	$1,666 to $2,500	3% each term	Information provided by 2008 TML study
Mesquite (2008 rate)	$1,666 to $2,500	3% each term	Information provided by 2008 TML study

Cities without Ground Lease

City / School District	Monopole Monthly Lease Rates	Escalator	Notes
Plano	NA		All antennas are on water towers are collocated on existing lighting, no stand alone poles on city property, all sites preapproved first by Parks Board, all monopoles on Plano are on private land
Allen	NA		All antennas are on water towers
Richardson	NA		All antennas are on water towers
Lewisville	NA		No stand alone cell towers on city property
Coppell	NA		No stand alone cell towers on city property

FRISCO

PROGRESS IN MOTION

Ground Lease Offer Analysis

