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

5:00 PM

TUESDAY, MARCH 06, 2012

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

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

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

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

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

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

4. Leadership Frisco Class 14

REPORTS

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

6. Library report on usage and programming activities

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

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

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

CONSENT AGENDA

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

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

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

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

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

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

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

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

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

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

17. Consider and act upon approving a resolution authorizing the City Manager to execute a contract by and between the City of Frisco and David McCaskill Design Group for Landscape Architecture services for the Panther Creek Tributary Trail Master Plan. (Parks/DR)

18. Consider and act upon approval of a purchase order to Vigilant Video, Inc. for

an automated license plate reader solution (ALPR), and approval of a resolution authorizing the City Manager to sign a site license agreement for this system. (Court/TJ)

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

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

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

22. Consider and Act upon a proposed Services Agreement with the Museum of the American Railroad for activites at the Frisco Heritage Museum. (CMO)

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

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

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

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

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

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

Development Services. (Development Services)

LEGISLATIVE AGENDA

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

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

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

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

REGULAR AGENDA

30. Public Hearing: Z11-0018. A request to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Zoned Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home. Neighborhood #47. (Development Services/JE)

31. Public Hearing: SUP11-0008. A request for a Specific Use Permit for a convenience store with gas pumps on one lot on 2.1± acres on the northeast corn of Eldorado Parkway and Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47. (Development Services/JE)

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

Neighborhood #29. (Development Services/RC)

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

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

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

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

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

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

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

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

       Considere y actúe sobre una Ordenanza del Ayuntamiento de la Ciudad de Frisco, Texas, revocando Ordenanza No.03-02-04 y la Ordenanza No.10-01-06 y designando cuatro (4) zonas de elección para elecciones que se convocarán en la Ciudad de Frisco, Texas; Proporcionando pre-consentimiento y todas otras acciones necesarias; y Proporcionando una fecha de vigencia. (CSO/JP)

    B. Consider and act on a Resolution of the City Council of the City of Frisco, Texas, designating election day polling places within the election precincts within the City of Frisco, Texas for elections ordered; Providing

for Pre-Clearance and all other necessary actions; and Providing an effective date.

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

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

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

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

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

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

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

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

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

DE ALIMENTOS Y BEBIDAS ÚNICAMENTE. (CSO/JP)

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

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

ADJOURN

CERTIFICATION

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

By Friday, March 2, 2012 at 5:00 PM and remained so posted at least 72 hours before meeting was convened.

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

Texas Government Code Section:

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

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

AGENDA ITEM #5.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

6726 WALNUT STREET
FRISCO, TEXAS 75034
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Parks and Recreation Report: City Council Meeting of March 6, 2012

Hike and Bike Trail Projects

Chapel Creek Hike and Bike Trail Extension

Description – This project will provide for additional linkage of the existing trail to the east towards Preston Road, with the expansion of the subdivision.
Current Status – At the time of this monthly report date, there has been no change in status for the Chapel Creek Hike and Bike trail extension. Once there is any movement in the development that pertains to this project, staff will move forward to initiate it.
Current Status – The project continues to be on staff's project list and ready to proceed with once movement in the development takes place to move it forward. Based on the period of inactivity, staff will remove this project this next month and bring it back once it becomes active again.

Cottonwood Trail – A-6

Description – This project provides for the development of a trail system that will run along Cottonwood Creek from North County Road to Frisco Street.
Previous Status – Preliminary plans for the project are near 90% complete and should be ready for that review by the end of February. Staff is also working with property owners on needed easements for the trail at this point in time. We hope to have those in place within the next couple of months.
Current Status – Plans for the proposed H&B Trail from North County to Frisco Street have been completed and are currently under review by City Staff in Development Services, as well as Engineering Services. This project should be put out to bid in March, 2012 and will likely go before City Council for final consideration in April.

Hickory Street Trail

Description – This project provides a connection from Preston Road, westward along Hickory Street and connects to the Oakbrook Park site.
Previous Status – Since the time of the last monthly report, the project has been completed. Final acceptance of the project is expected to take place within the next month.
Current Status – Final acceptance of the project should take place within the next month. The project is completed except for replacing a panel of sidewalk that was needed to meet ADA requirements. This will be corrected in early March.

Latera Trail

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

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Previous Status – Staff is working with the new property owners of Latera to be sure to communicate the City's desire to move forward with the hike and bike trail project along this development. Park planning staff is going to walk the trail with new property owners of the subdivision in February to ensure the viability of the trail as the subdivision develops.
Current Status – Staff is working with the new property owners of Latera to be sure to communicate the City's desire to move forward with the hike and bike trail project along this development. Park Planning Staff has walked the proposed trail twice with new subdivision property owners to ensure the viability of the trail as the subdivision develops.

Main Street – Off Street Trail
Description – This project will entail an off street trail between the Dallas North Tollway (DNT) westward to FM 423.
Previous Status – Staff continues to wait on the final utility location along Main Street in order to make appropriate plans to proceed with the hike and bike trail along this route. As this information becomes available, staff will make plans to proceed.
Current Status – Since the date of the last monthly report, the utility provider has not yet finalized the location of their line along Main Street, which would have an impact on the trail project. Once that has been determined, staff can move forward with the project.

United States Corps of Engineers 1135 Project
Description – This project provides for the development of a soft trail system providing a connection from B.F. Phillips Community Park westward to FM 423 and Lake Lewisville.
Previous Status – The Corps of Engineers continue to work with their design plans for the project. This is proceeding on schedule and once completed, the Corps will then look for final funding for the development of the project.
Current Status – The USCOE project continues to be on schedule with the development of design plans. Funding for the project will be considered by Congress at some point in time once this has taken place. A date of completion for these plans has not been identified by the Corps, but Staff will continue to stay in touch with them and report any updates as provided. Additionally, the Corps are sending survey crews to set control points in March.

Wade Boulevard – Off Street Trail
Description – This project will entail an off street trail in sections along Wade Boulevard, between Ohio and Preston Road.
Previous Status – Council approved the contract for the project in January and the contractor is currently in the process of mobilizing and is scheduled to begin work in February. Once started, the project is anticipated to take between 60 and 90 days to complete.
Current Status – Since the time of the last report, the contractor was able to move forward with the project and complete the remaining section needed for the trail. All final walk throughs have been completed and the project should be final accepted by the next report.

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Facilities and Capital Projects Highlights

Senior Center at Frisco Square – Current Status – January 2012

Senior Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	5,057	-10.8%	17,905	-2.4%
Total Members	1,830	-5.1%	N/A	N/A
Membership Revenue	$ 616	-35.7%	$ 1,875	-25.3%
Program Revenue	$ 5,548	12.8%	$ 25,379	35.7%
Total Revenue	**$ 6,164**	**4.9%**	**$ 27,254**	**28.5%**
Membership Expense	$ 25,875	-10.2%	$ 105,194	13.6%
Program Expense	$ 12,155	6.9%	$ 48,277	6.7%
Total Expense	**$ 38,031**	**-5.4%**	**$ 153,471**	**11.3%**

Frisco Athletic Center – Current Status – January, 2012

Frisco Athletic Center	Previous Month		Year-To-Date	
	FY12	+/- from FY11	FY12	+/- from FY11
Membership Visits	55,179	9.5%	172,356	9.5%
Total Members	13,022	6.2%	N/A	N/A
Total Accounts	4,319	5.8%	N/A	N/A
Membership Revenue	$ 262,496	12.8%	$ 905,368	4.7%
Program Revenue	$ 75,835	-4.6%	$ 201,356	-4.3%
Total Revenue	**$ 338,331**	**8.4%**	**$ 1,106,724**	**2.9%**
Membership Expense	$ 167,607	11.4%	$ 604,232	7.7%
Program Expense	$ 47,871	-12.5%	$ 213,138	1.9%
Total Expense	**$ 215,478**	**5.0%**	**$ 817,370**	**6.1%**

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Ongoing Maintenance of Maturing Areas of the City

Reinvestment to current park assets

Bi-Centennial Park

Description – The renovation of this park site will occur in a couple of phases over the next couple of years. The initial phase of work entailed the construction and installation of a water spray ground that opened in the summer of 2009. The next phase of work will include additional parking for the spray ground, as well as other amenities such as landscaping, seating areas, and possible pavilions for this area.
Previous Status – Staff discussed this project with the Parks and Recreation Board during their January meeting and decided to move the construction of this project until the fall of 2012. This will allow for the work to be done after wells at the park have been established and timing for the shade structures and landscaping can take place in the spring of 2013.
Current Status – Design for the work described for this project will be completed by the end of February. This will allow for the plans to be ready and for the project to take place until after this summer. That should then allow for the construction activities to take place after wells have been established and new landscaping can have necessary water available at that time.

Oakbrook Park

Description – The scope of this project entails the replacement of the playground system at Oakbrook Park that has been in place for over ten years. Typically, the replacement cycle for a playground system is approximately ten years. That stems from use as well as updated standards that require new updated equipment. Included in the project along with the installation of a new play system will be the replacement of surface material, sidewalk access to the parking area as well as sidewalk access to the existing pedestrian bridge there at the park.
Previous Status – The City Council approved the contract for this project in January and the contractor will begin mobilizing and work commencing in February. Once started, the work is expected to take approximately 60 to 90 days in which to complete.
Current Status – Construction started at Oakbrook Park began on February 15, 2012 and is expected to take approximately 60-90 days in which to complete. A trail system, new sign, retaining wall repair and new park benches and tables are being installed as a part of the project.

Park Development

Neighborhood Parks Currently Being Developed

Miramonte Park Site

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Description – Located north of Panther Creek Parkway, east of Preston Road and west of Hillcrest Parkway, this neighborhood park is located in the Miramonte development and will be adjacent to an elementary school for the Prosper Independent School District. The project will be divided into two separate projects with the first involving the initial development of the park by the subdivision developer. Future development of the park will take place at some undetermined point in time as funding is identified in the Park Development Plan.
Current Status – Staff will present a developers agreement to City Council at their March 6, 2012 meeting for consideration. This agreement will allow the developer to construct Phase One of the park improvements at a value of $168,505.00, in exchange for the $128,000.00 worth of park fees owed on this phase of the subdivision. Furthermore, the developer will assist in the maintenance of the area for a period of two years. They will mow the area and keep the playground in good working order. If approved by the City Council, it is anticipated that the project will be completed by the end of the summer.

Neighborhood Parks being Master Planned

Pearson Park Site
Description - Located along and east of Teel Parkway, south of Main Street, this neighborhood park site was acquired in 2010. At the regular meeting of the Parks and Recreation Board in February, the Board recommended that the master planning of this park be funded for 2011.
Previous Status – The Parks and Recreation Board approved the master plan for the Pearson Park site during their January 12, 2012 meeting. Staff will be bringing forward the Board's recommendation to the City Council in February.
Current Status – Staff is scheduled to come before the City Council in March for final consideration of the master plan for the Pearson Park site.

Community Park Construction

Community Parks being Master Planned

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

Community Parks Currently Being Developed

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

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Description – The scope of this overall project is to provide a re-use water system at B.F. Phillips Community Park and provide for the installation of wells for an alternative water source at Warren Sports Complex, Harold Bacchus Community Park and at the Frisco Commons park site.
Previous Status – The City Council approved bids on the three wells to be drilled. Work by the approved contractor has begun at Bacchus Community Park and once done, will continue at Warren Sports Complex and at Frisco Commons Park sites. The pump design is being completed and is expected to be complete so that this can be publically bid at the end of February. Once approved, work will then take place to have these pumps installed at the three parks connecting to the wells that will be in place for the whole system to be scheduled to go online at some point in June, 2012.
Current Status – Work continues to take place on the development of a well at Harold Bacchus Community Park. This is the site begun in February in which the well driller began drilling for the three park sites. The well was scheduled to be 1,650 LF deep, at approximately 1,500 LF the well caved in and the drill bit was stuck. After several days of effort to save the well, the driller had to abandon the well and begin again. A second rig will be moved to Warren Sports Complex in an effort to maintain their schedule. Specifications for the pump design have been completed and are currently out for public bid. Bids should be opened and examined in March. Staff will examine these bids and if found to be acceptable, will bring to the City Council for final consideration. Overall, the three wells are still on target to be completed by the end of June. Parts for the re-use line connection for B.F. Phillips Community Park are on order by the Public Works Department and staff is hopeful that they will be delivered within the next 30-45 days. Once received, Public Works will work with staff from the Parks Division to install all needed elements and to make the line ready for use.

Warren Sports Complex
Description – The scope of this project is to design and provide for the development of additional permanent parking at Warren Sports Complex, specifically in the northern section of the park nearest the youth football/soccer field area.
Previous Status – The park consultant is near completion of the plans in order for the project to be publically bid in February. Staff would then be in a position to take bids for Council review and consideration in March or early April.
Current Status – The park consultant continues to stay on target to complete plans in order for the project to be publically bid in March. Various city staff has reviewed the plans, which will allow the project to be bid. Staff would then be in a position to take bids for Council review and consideration, hopefully by April.

Grand Park
Previous Status – Staff has completed final review of the professional services contract for the Grand Park and is scheduled to take these to the City Council for their consideration in January, 2012.
Current Status – The Park Consultants have begun working on the revisions and incorporating them into the plans. It is anticipated that the permit will be submitted back to the USACE in approximately 6 months. Design work on the park and playground improvements will be progressing simultaneously.

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Cottonwood Linear Park

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

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

Current Status – The project is progressing satisfactorily. The Consultants continue to develop the plans and ascertain the cost of a potential phase one. At this time we do not have enough information to meet with the developer. It is anticipated that we will meet as soon as possible.

Special Parks and Facilities

B.F. Phillips Community Park

Description – Development of a disc golf course facility.

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

Current Status – Turf establishment is firmly taking hold due to the amount of rainfall that has occurred over the past sixty days. Based on this, staff is looking to have an opening of the facility in the first week of March. More information about the opening of the park will be found on the department website (www.friscofun.org).

Special Events

Recently completed events:

8th Annual Trick a Trout – The 8th annual Trick a Trout event took place on the morning of Saturday, February 4, 2012 at Frisco Commons Park. An estimated crowd of 2,000+ participants took part under sunny, pleasant skies for this year's event. Over two dozen prizes were handed out to boys and girls within the first thirty minutes of the event beginning. If you haven't had a chance, come by Frisco Commons and come catch one of the many remaining trout still in the pond.

PARKS & RECREATION DEPARTMENT

CITY OF FRISCO

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

16th Annual Daddy-Daughter Dance – This 16th Annual Daddy-Daughter Dance was held on Saturday, February 4, 2012 at the Frisco Conference Center, 7600 John Q. Hammons Dr. This year's attendance was 5,481 people and exceeded last year's attendance of 5,313. Staff thoroughly enjoyed working on the Candy Land like theme of "How Sweet It Is" for this year. Dances for this year's event began at 2:00 pm, 4:00 pm, 6:00 pm, and the last dance began at 8:00 pm. Tickets went on sale December 19th and continued to sell until the day of the event at the Conference Center. Surveys that were conducted at the event indicated that the event met or exceed expectations of those in attendance. Congratulations to Marcy Jones, Cara Harting, Kari FitzPatrick and all of the staff members and volunteers who helped to make this year's event special to our dads and their daughters!

Upcoming Events:

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

AGENDA ITEM #6.

Library Report on Programming and Usage Activities - Narrative
January 2012

1) Analysis of Statistical Report

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

- January 2012 circulation was up 12% over January 2011. This marks the sixth straight month of double-digit circulation increases. Management attributes some portion of this gain to improved access to materials as a direct result of faster reshelving of returned items thanks to the automated materials handling and sorter system (AMHS) installed mid-November.
- The library issued over 1,500 new cards in January, which was the highest month since last August. January is typically a high month as many people embark on self-improvement and lifelong learning projects in keeping with the beginning of a new year.
- Inter-library loan activity set a one-month record in January. The number of requests for this popular service has been steadily increasing since a self-service option was enabled that permits cardholders to make their requests directly, wherever they have access to the library website.

2) Upcoming Events

- The library has been steadily expanding the range of topics being offered in evening programs to meet citizen requests and to reflect the popularity of recent successful programs. For example, during March alone the library will offer programs in advanced MS Excel, yoga, origami, ESL, eReader / eBook use, and MS Word in addition to all its regular youth and teen programs, and its monthly book clubs.
- The library continues its annual tax assistance program in partnership with AARP through April 7th. AARP tax workshop volunteers will assist with completing individual's taxes. Tax help is given on a first come, first served basis. Participants need to bring a social security card for each person on the tax return form, all necessary tax forms, driver's license, and a copy of last year's tax return.

January 2012 - Library Report on Usage and Programming Activities

Statistics - January 2012								
	Jan 2012	Jan 2011	% Change		Year - To - Date FY2012	Year - To - Date FY2011	% Change	
Total In-Library Transactions	**150,960**	138,490	9%		**552,047**	496,343	11%	
Total Circulation	**111,891**	99,668	12%		**408,714**	356,615	15%	
In-House Use	**17,498**	17,410	1%		**60,405**	57,907	4%	
New Cardholders	**1,508**	1,262	19%		**4,955**	4,129	20%	
Reference Questions	**11,379**	12,403	-8%		**40,933**	38,671	6%	
Onsite Computer Users	**5,040**	5,158	-2%		**19,278**	22,602	-15%	
Program Attendance	**3,007**	2,228	35%		**15,670**	15,212	3%	
Interlibrary Loan	**637**	361	76%		**2092**	846	147%	
Total E-Branch Transactions	**65,133**	42,835	52%		**218,351**	148,482	47%	
E-Branch Transactions Per Capita	**0.53**	0.39	36%		**0.44**	0.34	29%	
E-Branch Transactions Per FTE	**1,628**	1,127	44%		**1,389**	1,008	38%	
Database Searches	**15,004**	12,958	16%		**57,711**	47,889	21%	
Library Website Sessions	**41,516**	26,256	58%		**133,957**	89,047	50%	
Downloadables Circulation	**8,551**	3,487	145%		**26,439**	11,080	139%	
Downloadables Circ. As % of Total Circ.	**7.6%**	3.5%	117%		**6.5%**	3.1%	109%	
Online Homework Help	**62**	134	-54%		**244**	439	-44%	
Total Cardholders	**83,155**	76,494	9%		**83,155**	76,494	9%	
Patron Visits	**44,478**	43,109	3%		**171,078**	168,279	2%	
Library Assets - Collection	**179,107**	169,745	6%		**179,107**	169,745	6%	
Library Volunteer Hours	**173**	173	0%		**1435**	1295	11%	
Benchmarked Statistics								**[1]Benchmark Group**
Total In-Library Transactions Per Capita	**1.36**				**1.15**			**0.94**
Total In-Library Transactions Per FTE	**3,973**				**3,564**			**2,352**
Collection Size Per Capita	**1.44**				**1.44**			**1.86**
Square Feet Per Capita	**0.40**				**0.40**			**0.52**
Patron Visits Per Capita	**0.36**				**0.35**			**0.36**
Patron Visits Per FTE	**1,112**				**1,090**			**898**
[1] Benchmark group is Plano, Allen, McKinney, Carrollton, and Denton. Data source is the Texas State Library & Archives Commission.								

January 2012 - Library Report on Usage and Programming Activities

	Jan 2012	Jan 2011	% Change		Year - To - Date FY2012	Year - To - Date FY2011	% Change	
Total Heritage Museum Visitors	**833**	383	117%		**4120**	3461	19%	
Total Paid Visitors	**817**	381	114%		**3963**	3337	19%	
School Study Trip Visitors	**397**	120	231%		**2258**	2124	6%	
Regular Visitors	**420**	261	61%		**1705**	1213	41%	
Promotional Ticket visitors	**16**	2	700%		**157**	124	27%	

AGENDA ITEM #7.

Engineering Services Monthly Report on Roads, Traffic, Water and Sewer Projects: City Council Meeting – March 6, 2012

Engineering Highlights -

- Construction Inspections – Construction Inspectors have 197 current projects that are at various stages of construction.

- Pre-construction Meetings – Staff held 6 pre-construction meetings for new projects:

1. Villages of Stonelake Estates, Ph IIA
2. Frisco Lakes by Del Webb, Vill 24, Ph 2
3. Phillips Creek Ranch, Ph 2
4. Kimzey Addition
5. The Centre @ Preston Ridge,Ph 2,Bl A,Lt7
6. James S. Ogden Survey, Abstract #523 At&t Antenna

- Project Final Acceptances – There were 4 projects accepted.

1. 2011 Annual Sidewalk
2. Meadowbrook Add Blk 7 Lt 1
3. Stonebrook Parkway
4. Racetrac 121/Independence

Project Reviews - Staff has completed Forty Four (44) engineering reviews.

- Impact Fees -

A public hearing was held by the City Council on February 21, 2012. Council may consider and act on adoption of the updated ordinance on March 6, 2012.

- American with Disabilities Transition Plan

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

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

Roadway Construction Projects

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

Project Manager: Jason Brodigan

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

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

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

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

Project Manager: Jason Brodigan

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

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

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

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

Project Manager: Tin Nguyen

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

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

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

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

Project Manager: Jason Brodigan

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

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

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

Roadway Design Projects

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

Project Manager: Jason Brodigan

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

Project Update: *Design is 95% complete.*

Construction Begin: 5/7/2012 **Estimated Construction Cost**: **$5,650,072**

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

Project Manager: David L Chacon

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

Project Update: *Construction contract schedule for award on 2-21. Notice to proceed to be issued in March.*

Construction Begin: 4/9/2012 **Estimated Construction Cost**: **$869,584**

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

Project Manager: Toyin Fawehinmi

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

Project Update: *Design is 95% complete*

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

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

Project Manager: Jason Brodigan

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

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

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

John Hickman (CIP11-0028) Preston to Ohio

Project Manager: Toyin Fawehinmi

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

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

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

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

Project Manager: Art Hartle

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

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

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

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

Project Manager: Jason Brodigan

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

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

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

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

Project Manager: Jason Brodigan

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

Project Update: *Design is 60% complete.*

Construction Begin: 5/14/2012 **Estimated Construction Cost**: **$0**

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

Project Manager: Jason Brodigan

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

Project Update: *Design is approximately 60% complete.*

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

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

Project Manager: Jason Brodigan

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

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

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

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

Project Manager: David L Chacon

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

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

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

Rockhill Road (CIP10-0015) Dallas Parkway to Preston

Project Manager: David L Chacon

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

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

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

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

Project Manager: David L Chacon

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

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

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

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

Project Manager: Art Hartle

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

Project Update: *Plans have been completed. Right-of-way and easement acquistion is underway.*

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

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

Project Manager: Jason Brodigan

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

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

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

Water Design Projects

Legacy EST (CIP10-0019)

Project Manager: Art Hartle

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

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

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

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

Project Manager: David L Chacon

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

Project Update: *Easement acquisition in progress. Project to bid March 13,2012.*

Construction Begin: 6/22/2012 **Estimated Construction Cost**: **$4,137,000**

Wastewater Design Projects

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

Project Manager: Art Hartle

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

Project Update: *Final plans submitted and reviewed.*

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

Panther Creek Sewer Interceptor Phase 2 (CIP10-0013)

Project Manager: David L Chacon

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

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

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

Transportation Highlights

- Development/CIP Plan Reviews – Staff reviewed 57 sets of development and CIP plans this month. Staff also reviewed and processed four TxDOT permit applications for roadway and traffic signal improvements, and reviewed one traffic impact analysis.
- SH 121 and DNT Tollway Construction – NTTA's construction of a full interchange at SH 121 and the Dallas North Tollway (including direct-connect ramps in all directions) was substantially completed in February. All of the new direct-connecting ramps opened to traffic in November.
- Citizen Inquiries – Staff has responded to several citizen inquiries that came into the department by telephone, email, and the Q&A Message Board on the City website.
- Miscellaneous Traffic Studies – Staff continues to update the crash database (based on police reports) and has purchased new software to facilitate more efficient crash analysis of intersections. This month, staff transfered our data into the vendor's system and began using the new software. Staff is currently overseeing three studies that are analyzing the effectiveness and costs of potential options to change the physical configuration of five intersections (Main & Legacy, Main & Frisco Square Blvd, and Ohio Drive at Gaylord, Warran, and Prestmont). This month staff conducted several neighborhood speed studies at the request of citizens.
- School Zones – Staff meets monthly with representatives of FISD to discuss any school zone, crossing guard, or sidewalk issues. This month, staff met with FISD representatives to present our plan for new crossing guard locations, new sidewalks, new school zones, and modifications to existing school zones due to the three new schools that will open in Frisco in August. Staff also met with Prosper ISD representatives to refine the site design of their first elementary school in Frisco which they plan to open in August 2013.
- Special Events – As part of the Special Events Review Committee, staff reviews all pending special event applications for any traffic control needs. Staff continually coordinates with the Police, Fire, Communications, and Public Works Departments regarding any special events that affect traffic flow or parking in the City. Staff also coordinates with FC Dallas Stadium and Dr Pepper Arena staff regarding large events at those venues, which sometimes requires coordination with NTTA. This month, staff provided traffic management support for the Daddy Daughter Dance, Chunk Your Junk and the US Women's Soccer match.
- Staff –Two of our traffic engineer positions are currently frozen.
- Thoroughfare Standards Ordinance – Staff has been working on a draft update to the Thoroughfare Standards Ordinance based upon ongoing research, coordination with other departments, and comments received from the Frisco

Developers Council (FDC) on an earlier draft. Staff has also been involved in the update of the entire set of Engineering Design Standards and has coordinated changes with the Thoroughfare Standards. In November, the updated Engineering Design Standards (including the Thoroughfare Standards as Section 2) were published on the City website for external review and responses to FDC's comments on the previous draft of the Thoroughfare Standards were sent to the FDC. External comments on the new standards were received in January and this month staff put together their responses to these comments and has started incorporating changes resulting from them. Staff will meet with the FDC to go over the comments and responses in March and the revised Standards are expected to be brought to City Council for approval in April.

- Traffic Count Map – The traffic count map is available on the City's website at maps.friscotexas.gov**.** It provides daily traffic volume counts (and the date of each count) on multiple segments of every major roadway. Staff conducts an annual traffic count program which updates the volumes collected on each major roadway segment every two or three years.
- Traffic Control – Each month, staff designs the installation of new and/or replacement signs and pavement markings as needed. Each month, staff reviews the traffic control plans for new and ongoing construction zones. Staff is coordinating with TxDOT on major detours and weekend closures of sections of Preston Road, Custer Road, and FM 423 during those widening projects
- Traffic Signal System Communications – The system provides communications to all of the traffic signals in the City, allowing staff to monitor and control their operation remotely. Staff can also view the traffic detection cameras at most of the traffic signals, as well as 61 pan-tilt-zoom (PTZ) traffic cameras that can be controlled remotely. The newest PTZ cameras were installed this month on Main Street at Hillcrest, Coit, and Independence.
- Traffic Signal Timing – On an ongoing basis, staff changes the operation of various traffic signals along Preston Road, Custer Road and FM 423 to coincide with TxDOT closures and traffic shifts as part of their widening projects. Monthly travel times on the major corridors are also collected to ensure the coordination between traffic signals is optimized.
- Training and Conference Attendance – Staff attends the monthly local meetings of the Texas District of the Institute of Transportation Engineers (TexITE) and the American Society of Civil Engineers (ASCE). Sean Merrell is an active committee member in both TexITE and the Texas Section of ASCE and is the President Elect of the ASCE Dallas Branch. This month, staff attended ADA training about the new federal ADA requirements that go into effect in March and how they relate to the ADA transition plan that is being developed.
- Traffic Signal Maintenance – The City of Frisco currently operates and maintains 87 traffic signals within the City of Frisco and one traffic signal on FM 423 outside the city limits, 84 of which have automatic battery backup power. City crews provide on-call maintenance seven days per week with a 45-minute response time.

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

  This month City crews programmed and set in place our electronic message boards to direct traffic at numerous special events (the Daddy Daughter Dance and the Chunk Your Junk event).

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

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

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

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

- Wayfinding Project – This project will assist staff in meeting the needs of our citizens and visitors who attend events at both public and private operated destinations in Frisco. The first two phases of the project are complete and included input from the consultant, a stakeholder group, TxDOT, and NTTA. The proposed sign design package has been submitted to TxDOT and NTTA for their comment and approval. We have received comments from TxDOT and NTTA. Staff is meeting with NTTA and TxDOT on February 27, 2012 to address the comments. Phase 3 of the project has now started and is expected to be complete by July 2012. Phase 3 will identify and document all the signs that are needed for implementation. Phase 4, the installation of the signs, could start by the late 2012 depending on the availability of funding.

Traffic Signal Construction Projects

FM 423 Middle Section Signal Upgrades (CIP07-0051)

Project Manager: Shelley Lang

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

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

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

Preston Road Traffic Signal Upgrades (CIP06-0007)

Project Manager: Shelley Lang

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

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

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

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

Project Manager: Shelley Lang

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

Project Update: *The signal modifications have been completed.*

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

Traffic Signal Design Projects

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

Preston Rd ADA Improvement Project (CIP11-0027)

Project Manager: Shelley Lang

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

Project Update: *City Council awarded the construction contract to Durable Specialties, Inc. at the February 21st City Council meeting and construction is to begin in the next few weeks.*

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

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

Project Manager: Shelley Lang

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

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

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

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

Project Manager: Shelley Lang

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

Project Update: *City Council has awarded the construction contract to Jim Bowman Construction, Co., L.P. and construction is to begin within the next few weeks.*

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

Arterial Lighting Design Projects

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

Project Manager: Shelley Lang

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

Project Update: *Design is 95% complete.*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$71,035**

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

Project Manager: Shelley Lang

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

Project Update: *Design is 95% complete*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$76,221**

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

Project Update: *Design is 95% complete*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$146,160**

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

Project Update: *Design is 30% complete*

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

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

Project Manager: Shelley Lang

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

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

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$123,998**

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

Project Manager: Shelley Lang

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

Project Update: *Design is 95% complete*

Construction Begin: 6/1/2012 **Estimated Construction Cost**: **$62,250**

AGENDA ITEM #8.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

Date: **February 16, 2012**

Re: **Council Subcommittee Reports**

Action Requested: Reports regarding current activity of Council Subcommittees.

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

- Budget and Audit Committee
- Governance Committee
- Legislative Committee

The Budget and Audit Committee will meet on March 6th prior to your Council Meeting. That Committee can report to Council on their actions. The other Subcommittees have not met since your last Council meeting.

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

AGENDA ITEM #9.

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

5:00 PM

TUESDAY, FEBRUARY 21, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present(arrived 5:15 p.m.)
Deputy Mayor Pro Tem	Scott Johnson	Present(arrived 5:15 p.m.)
Council Member	John Keating	Present
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present

CALL TO ORDER

1. ROLL CALL

Mayor Maso called the meeting to order at 5:08 p.m. with a quorum represented by Bob Allen, Jeff Cheney, John Keating, and the Mayor. Councilmembers Fallon and Johnson would join the meeting later.

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

Representing staff: City Manager, George Purefoy; Deputy City Manager, Henry Hill; Assistant City Manager, Nell Lange; Assistant City Manager, Ron Patterson; City Attorney, Richard Abernathy; City Secretary, Jenny Page; Public Works Director, Gary Hartwell; Finance Director, Anita Cothran; Director

of Administrative Services, Tom Johnston; Police Chief, Todd Renshaw; CVB Senior Sales Manager LaChelle Evans; Development Services Director, John Lettelleir; and Engineering Director, Paul Knippel.

CLOSED SESSION

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

   Jeff Cheney moved to recess into Closed Session at 5:10 p.m. in compliance with Section 551.001 et. Seq. Texas Government Code, to wit; John Keating seconded the motion.

   Passed

   Vote: 3 – 0
   For: John Keating, Bob Allen, Jeff Cheney;
   Against: (None)

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

      i. Receive legal advice concerning legal issues regarding Exide and lead issues.
      ii. Receive legal advice regarding Frisco's involvement in the Arts Center of North Texas and other legal issues related thereto.

   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 George Purefoy (City Manager).
      ii. Receive legal advice regarding a possible Retirement Severance Agreement and Release between the City of Frisco, Texas and Mack Borchardt.
      iii. Proposed settlement agreement with Ms. Amanda Moore.

   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.

   Bob Allen moved to reconvene into Regular Session at 7:08 p.m. Pat Fallon

seconded the motion. Mayor Maso announced that Councilmembers Scott Johnson and Pat Fallon had joined the Council at the beginning of the Closed session and Councilmember Johnson will join the Regular meeting shortly.

Passed

Vote: 4 – 0

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

Against: (None)

Mayor Maso stated that no action was taken as a result of Closed Session.

INVOCATION

Pat Fallon led the invocation.

PLEDGE OF ALLEGIANCE

Girl Scout Troop #3582, with members from Christie, Bright, and Sem Elementary led the United States and Texas Pledges of Allegiance.

PROCLAMATIONS

REPORTS

4. Development Services Activities Monthly Update January 2012

Development Services Director John Lettelleir presented the activities monthly update for January 2012. Mr. Lettelleir commented on a letter received commending his staff for a job well done and presented the 2011 Development Activity Report that is available on the Development Services webpage under Zoning and Subdivision. It is an annual publication that presents a summary of zoning and development related activities in the City of Frisco.

5. Financial Services Monthly Budget Status Report for January 2012

Finance Director Anita Cothran presented the Monthly Budget Status Report for 2012, thru the 4th month of the financial year and presented a draft Audit Report for Council to review.

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

Public Works Director Gary Hartwell reported on water usage and other monthly activities. Mr. Hartwell also presented an update on the 2011 water usage.

7. Convention & Visitors Bureau January report on economic impact, CVB activities and in-kind media.

CVB Senior Sales Manager LaChelle Evans reported on project economic impact, CVB activities and in kind media for January 2012. She also presented the monthly report and she was available to answer questions.

8. Police Department's crime statistics and response times for the month of January 2012.

Police Chief Todd Renshaw reported on crime statistics and response times for the month of January 2012.

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

Governance Committee – Jeff Cheney reported that the Committee had a good discussion. Bob Allen attended a TML conference that he would like to bring ideas to the Committee for consideration and commented that a draft was sent out to the rest of the Council for review and the feedback is being reviewed by the Committee now.

Veteran's Committee – Mayor Maso reported that plans for an upcoming job fair are progressing well.

Legislative Committee – Some things on table but nothing to report at this time.

Be fit Frisco – Turbo Kick on Thursdays 6:30 to 7:30 p.m. in Simpson Plaza.

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

No one wished to speak and Mayor Maso continued with Item 31.

CONSENT AGENDA

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

Jeff Cheney moved to pull Item 25 and 26 from the Consent Agenda. John Keating seconded the motion.

Passed

Vote: 4 – 0

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

Against: (None)

Jeff Cheney moved to approve the remainder of the Consent Agenda. John

Keating seconded the motion.

Passed

Vote: 4 – 0

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

Jeff Cheney moved to approve Item 25 subject to the City Attorney's recommended changes. Pat Fallon seconded the motion.

Passed

Vote: 4 – 0

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

Jeff Cheney moved to approve Item 26 of the Consent Agenda subject to the City Attorney's recommended changes. Pat Fallon seconded the motion.

Passed

Vote: 4 – 0

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

10. Consider and act upon award of bid to Tiseo Paving Company and adoption of a Resolution authorizing the City Manager to execute a Standard Construction Contract for Construction Services for Sanctuary Drive (Rogers Road to Peaceful Lane) (Bid No. 1212-030). (Engineering/DC) **12-02-40R**

11. Consider and act upon award of bid to Durable Specialties, Inc., and adoption of a Resolution authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for Preston Road ADA Improvements at Gaylord Pkwy, Warren Pkwy, Lebanon Rd, and Wade Blvd (Bid No. 1212-032) (Engineering/BM). **12-02-41R**

12. Consider and act upon approval of a Resolution suspending the March 6, 2012 effective date of Atmos Energy Corp, Mid-Tex Division requested rate change. (CMO/BB) **12-02-42R**

13. 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 United Frankford Ltd. for Coit Road Right of Way Dedication. (Engineering/BB) **12-02-43R**

    Mr. Kirk Williams, 5400 Renaissance Tower, 1201 Elm Street, Dallas, Texas, representing the Developer, was available for questions.

14. Consider and act upon adoption of a Resolution repealing Resolution No. 02-01-23R, which acquired by condemnation the fee simple title to certain property for Right of Way purposes for Coit Road. (Engineering/BB) **12-02-44R**

15. Consider and act upon adoption of a Resolution authorizing the City Manager to submit an application for a Federal Emergency Management Agency (FEMA) Grant, Staffing for Adequate Fire and Emergency Response (SAFER) (FIRE / PS). **12-02-45R**

16. Consider and act upon approval of a purchase order to Vemeer Texas-Louisiana, Inc. for the purchase of one-(1) BC 1000XL brush chipper. (PW/TJ)

17. Consider and act upon approval of a purchase order to Darr Equipment Co. for the purchase of one-(1) JCB backhoe, one-(1) skid steer and one-(1) mini excavator. (PW/TJ)

18. Consider and act upon approval of a purchase order to Southwest International Trucks, Inc. for the purchase of one-(1) six yard and one-(1) twelve yard dump truck. (PW/TJ)

19. Consider and act upon approval of purchase orders to O'Reilly Auto Parts for the purchase of miscellaneous vehicle maintenance and repair parts, during the fiscal year 2012. (Fleet/TJ)

20. Consider and act upon award of RFP #1108-062, Tourism Economic Impact and Tourism Product Development Recommendations, to Destination Analysts, Inc. and approval of a resolution authorizing the City Manager to sign an agreement for these services. (CVB/TJ)

21. Consider and act upon approval of a purchase order to Caldwell Country Chevrolet for the purchase of one-(1) Suburban and one-(1) Tahoe, for use by Frisco Fire Department. (Fire/TJ)

22. Consider and act upon approval of a purchase order to the City of Carrollton for emergency lighting and equipment for 9 new Police vehicles. (Police/TJ)

23. Consider and act upon authorizing City Manager to execute a contract for public affairs consulting services with HillCo Partners. (CMO)

24. Consider and act upon authorizing the City Manager to execute a contract for professional consulting services with ICMA Center for Public Safety Management. (CMO\RP)

25. Consider and act upon approval of a Retirement Severance Agreement and Release between the City of Frisco, Texas and Mack Borchardt and to authorize the City Manager to execute the same. (CMO\RP)

26. Consideration and possible action regarding proposed settlement agreement with Ms. Amanda Moore. (CMO)

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 adoption of an Ordinance to rezone 35.1± acres on the southwest corner of Lebanon Road and Teel Parkway from Townhome and Retail to Planned Development-Townhome. Zoned Townhome and Retail. Neighborhood #37. Zoning Case Z11-0013. (Development Services/SM)

Bob Allen moved to approve adoption of an Ordinance to rezone 35.1± acres on the southwest corner of Lebanon Road and Teel Parkway from Townhome and Retail to Planned Development-Townhome. Zoned Townhome and Retail. Neighborhood #37. Zoning Case Z11-0013. John Keating seconded the motion. **12-02-07**

Passed

Vote: 4 – 0

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

Against: (None)

REGULAR AGENDA

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

Development Services Director John Lettelleir presented information on a voluntary annexation and explained that Council only needed to open the 2nd of two public hearings for comments, and he was required to read the service plan statement.

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

Passed

Vote: 4 – 0

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

Against: (None)

No one wished to speak

Bob Allen moved to close the public hearing. Pat Fallon seconded the motion.
Passed
Vote: 4 – 0
For: Pat Fallon, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Scott Johnson joined the Council at 7:30 p.m.

30. Public Hearing to consider amending the Impact Fee Ordinance

Engineering Services Director Paul Knippel suggest not closing this public hearing until the March 6th meeting when it would be approved due to regulations that the ordinance must be adopted within 30 days of closing the public hearing. Consultant Aaron Akin presented the recommendations that were discussed in the recent Work Session including revisions as suggested by Council. After the presentation he was available for questions.

Bob Allen moved to open the public hearing. John Keating seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

No one wished to speak.

Bob Allen moved to continue the public hearing. Scott Johnson seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Since it was past 7:30 p.m. Mayor Maso moved to citizen input before opening Item 31.

31. Conduct public hearing and consider and act upon an Ordinance with regard to participation in the Texas Enterprise Zone Program and Nominating MoneyGram Payment Systems, Inc. as an Enterprise Project. (CMO/NL)

Scott Johnson stepped down from the dais to avoid the appearance of conflict

since he was appointed by Governor Perry as a board member of the Texas Economic Development Commission.

Nell Lange presented information on the Texas Enterprise Fund that must be nominated and recommended by a City on behalf of the Frisco Economic Development Corporation. The City of Frisco is only nominating them and is not required to ensure the obligations for reimbursement are carried out.

Bob Allen moved to open the public hearing. Pat Fallon seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

No one wished to speak.

Bob Allen moved to close the public hearing. Pat Fallon seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Bob Allen moved to approve the public hearing and approval of an Ordinance with regard to participation in the Texas Enterprise Zone Program and nominating MoneyGram Payment Systems, Inc. as an Enterprise Project. Pat Fallon seconded the motion. **12-02-08**
Passed
Vote: 4 – 0
For: Pat Fallon, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Scott Johnson returned to the dais.

32. Consider and act upon appointment of the Housing Authority Tenant Position for the unexpired term of the vacant position from October 1, 2011 to September 30, 2013. (CSO/JP)

Mayor Maso appointed Robert Uhls to the Tenant Position for the unexpired term ending September 30, 2013.

33. Consider and act upon adoption of a Resolution determining a public necessity to acquire certain properties for public use by eminent domain for permanent water line easements and temporary construction easements for the

construction, access, repair and maintenance of the FM 3537 20" and 24" Water Improvements (Preston Road to Custer Road) project; giving notice of an official determination to acquire properties for said easements; authorizing the City Manager to establish procedures for acquiring the easements on said properties, offering to acquire the easements voluntarily from the landowners through the making of bona fide offers; appropriating funds; providing for repealing, savings and severability clauses; and providing for an effective date.

Engineering Services Director Paul Knippel stated that this item was tabled from the last meeting and reported that negotiations have begun to acquire right of ways. Every property owner had been contacted within three days and all had replied, some with counter offers. Mr. Knippel commented that there were several options to take tonight, tabling could help with negotiations but will delay construction and some offers were excessive and he didn't feel there would be an agreement for several months. The other option is to approve the Resolution presented tonight and it might relieve concerns over payment by TxDOT. He recommended approval.

Mayor Maso read the names of citizens that were in support of Item 33 and 34 but they did not wish to speak.

Curtis Wade, 11700 Lebanon Road, Frisco, Texas

Joy West, 11913 Promise Land, Frisco, Texas

Tracy and Keith Shipman, 10141 Calvery Court, Frisco, Texas

Joni McConnell, 15741 Big Horn Trail, Frisco, Texas

Barb Jackson, 16100 Custer Trail, Frisco, Texas

Nancy Kennedy, 15851 Big Horn Trail, Frisco, Texas

Scott Johnson moved to enter Closed Session at 7:54 p.m. to consult with the City Attorney, Texas Government Code 551.071, in regard to Item 33 and 34. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Pat Fallon left the Closed Session at 8:00 p.m. for another appointment.

Jeff Cheney moved to reconvene into Regular Session at 8:10 p.m. John Keating seconded the motion.

Passed

Vote: 4 – 0

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

Against: (None)

Jeff Cheney made a motion that the City of Frisco, Texas City Council adopt the Resolution described in Agenda Item #33 and authorize the use of the power of eminent domain to acquire for public use the permanent water line easements and temporary construction easements on all of the properties depicted and described by metes and bounds in Exhibits "1" – "16" attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, and repair and maintenance of the FM 3537 (Preston Road to Custer Road) 20" and 24" Water Improvements Project. Scott Johnson seconded the motion. **12-02-47R**

Passed

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

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

Jeff Cheney made a motion that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #34 and authorize the use of the power of eminent domain to acquire for public use the right of way (in fee simple), drainage easements and temporary construction easements on all of the properties depicted on and described by metes and bounds in Exhibits "1" – "6" attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, repair, maintenance and replacement of the FM 3537 from SH 289 (Preston Road) to FM 2478 (Custer Road) Project. Scott Johnson seconded the motion. **12-02-48R**

Passed

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

35. A Resolution of the City Council of the City of Frisco, Collin and Denton County, Texas, ordering a Joint General election to be held jointly with the Frisco Independent School District and administered by the Denton County Elections

Administrator on May 12, 2012, for the purpose of electing two (2) members of the Frisco City Council (Place 1 and Place 3); designating Early Voting locations; designating filing deadlines; ordering Notices of Election to be given as prescribed by law in connection with such election; and providing for the appointment of election judges. (CSO/JP)

Considere y actúe sobre una Resolución del Ayuntamiento de la Ciudad de Frisco, Condado de Collin y Denton, Texas, ordenando una Elección General Conjunta convocada colectivamente con el Distrito Escolar Independiente de Frisco y Administrado por el Administrador de Elecciones del Condado de Denton el 12 de Mayo de 2012, para el propósito de elegir las posiciones y dos (2) miembros (posición 1 y posición 3) al Ayuntamiento de la Ciudad de Frisco; Designando Lugares de Votación Temprana; Designando fechas topes para archivar; Ordenando Notificaciónes de Elección para dar como prescrito por la ley con respecto a tal elección; y proporcionando para el nombramiento de los jueces electorales. (CSO/JP)

City Secretary Jenny Page stated that the Resolution presented for approval was a bare bones document naming Early Voting locations and as county precinct lines were confirmed and approved by the Department of Justice, the Resolution would need to be amended before March 5, 2012, the deadline to call the May General Election. The Council had met on February 16, 2012 and agreed that the proposed poling locations for the May 2012 General Election would be:

EARLY VOTING

Collin County Community College
Preston Ridge
9700 Wade Blvd.
Frisco, Texas 75035

Frisco Fire Station No. 4.
4485 Cotton Gin Road
Frisco, Texas 75034

Heritage Lakes Amenity Center
3949 Village Boulevard
Frisco, Texas 75034

Frisco Lakes Village Center
7277 Frisco Lakes Drive
Frisco, Texas 75034

ELECTION DAY

City Precinct 1
(Denton County Precincts (10401, 10402, 10403, 10404, 10405, 10406 and 10407)
Pioneer Heritage Middle School

1649 High Shoals
Frisco, Texas 75034

City Precinct 2
(Collin County Precincts 30, 92, 111 and 177)
Staley Middle School
6927 Stadium Lane
Frisco, Texas 75034

City Precinct 3
(Collin County Precincts 87, 101,117, 118, 127, 134, 146)
Wester Middle School
12293 Shepherd Hills
Frisco, Texas 75035

City Precinct 4
(Denton County Precinct 10400)
Tom Hicks Elementary (LISD)
3651 Compass Dr.
Frisco, Texas 75034

John Keating moved to approve a Resolution of the City Council of the City of Frisco, Collin and Denton County, Texas, ordering a Joint General election to be held jointly with the Frisco Independent School District and administered by the Denton County Elections Administrator on May 12, 2012, for the purpose of electing two (2) members of the Frisco City Council (Place 1 and Place 3); designating Early Voting locations; designating filing deadlines; ordering Notices of Election to be given as prescribed by law in connection with such election; and providing for the appointment of election judges. Bob Allen seconded the motion. **12-02-49R**

Passed

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

36. Consider and Act regarding the recommendation of the Arts Center of North Texas on a Future Operating Plan. (CMO)

Mayor Maso began by explaining that the Arts Center of North Texas (ACNT) had recently met and presented a Future Operating Plan and asked for approval by the Frisco Council. He then read the names of citizens that submitted speaker cards in support of the ACNT but did not wish to speak.

Tracy Shipman, 10141 Calvery Court, Frisco, Texas

Al Gibson, 7570 Angel Trace Drive, Frisco, Texas, submitting information to be entered into the record. (Exhibit A)

Joy West, 11913 Promise Land, Frisco, Texas

Curtis Wade, 11700 Lebanon Road, Frisco, Texas

Bob Allen moved to deny the recommendations for a future plan made by the Arts Center of North Texas Board and request that there be future dialogue with the three cities at the Council, Mayor, and City Manager level. John Keating seconded the motion.

Passed

Vote: 4 – 0

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

John Keating moved to enter Closed Session at 8:26 p.m. in regard to Texas Government Code Section 551.074 and 551.086 to finish business in the first Closed Session. Scott Johnson seconded the motion.

Passed

Vote: 4 – 0

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

John Keating moved to reconvene into Regular Session at 9:22 p.m. Jeff Cheney seconded the motion.

Passed

Vote: 4 – 0

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

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

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

- If condemnation is necessary to obtain ROW, staff should let Council know first.

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

Mayor Maso gave the council an A.

ADJOURN

Bob Allen moved to adjourn at 9:23 p.m. John Keating seconded the motion.

Passed

Vote: 4 – 0

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

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

EXHIBIT A

Recommendations Concerning ACNT and Feb 21 Council Meeting

Monday, February 20, 2012 8:55 PM
From: "Al Gibson" <hag.28@sbcglobal.net>
To: "Jeff Cheney Frisco City Council" <JCheney@friscotexas.gov>, "John Keating Frisco Council" <JKeating@friscotexas.gov>, "Pat Fallon Frisco City Council" <pfallon@friscotexas.gov>, "Scott Johnson Frisco City Council" <sjohnson@friscotexas.gov>, "Tim Nelson -- Council Member" <tnelson@friscotexas.gov>, "Bob Allen - Frisco City Council" <ballen@friscotexas.gov>, "Mayor Maher Maso" <mmaso@friscotexas.gov>, "George Purefoy City Manager" <gpurefoy@friscotexas.gov>
Cc: "Toby Richesin" <richesincslt@att.net>, "Ted Hart" <TBHART66@sbcglobal.net>
Bcc:
1 File (15KB)

- 12202012EmailtoCouncilMayorCM.docx

Gentlemen:
Please read and give through consideration to our two recommendations, which we urge you to vote for during the February 21, 2012 Council Meeting.
If my health permits, I will be there and read the attachment, which we want to become a part of the meeting minutes. Otherwise, we are hopeful some other person of our view will read it for me.
Thank you,
Al Gibson, 214-226-7433

2/21/2012
To: Jenny Page, City Secretary
From: Al Gibson
Please enter in minutes for tonight
Thanks

DATE: February 20, 2012, 2:45PM
TO: City of Frisco Council Members, Mayor, and City Manager
FROM: Al Gibson and Toby Richesin
SUBJECT: (1) Immediate Removal of City of Frisco from Arts Center of North Texas
(2) Immediate Replacement of Current Representatives to ACNT

Gentlemen:
It comes as no surprise that Arts Center of North Texas (ACNT) board of directors unanimously voted last Thursday, Feb 16, to recommend the three member cities approve the "spin-off" of the ACNT (formerly called Arts of Collin County) to a private non-profit entity, with all ACNT assets eventually becoming assets of the non-profit. We do believe it was a surprise to council members that the City's two reps to ACNT would act intentionally without consultation of Council, and thus appear to be secretive of their intentions.

We strongly recommend the immediate replacement of these two reps to ACNT with two people who have the confidence of Council to perform according to Council's will.

It appears the Frisco City Council has three options to consider before it votes on any action regarding the ACNT's future. These are:

(1) **RECOMMENDED ACTION:** Vote on Feb 21, to immediately withdraw Frisco as a member city from the ACNT. **IMMEDIATELY GET OUT of ACNT, a "bet on the come" project that was doomed from the beginning.** Previous councils and mayor sold several blunders to themselves, and the voters, when council authorized **[A]** the $2.6+Million (called an "advance of capital funds" to be repaid when private donors coughed up the $8,000,000 to repay the member cities; and, **[B]** the funding of Maintenance & Operations. The M&O was approved without any due diligence of reality of M&O costs. Just drop any myth ideas of recovery! GET RID OF THE 'DOLLARS DOWN THE TUBE', LEGAL AND/OR NEGIOTATED SCHEMES ONCE AND FOR ALL. Council should act Feb 21 with diligence and honor, and abide by the will of Frisco voters who voiced themselves in the May 2011 election to remove authorization to sell any more ACC bonds.

(2) **NOT RECOMMENDED: Vote to not approve the "spin-off" option.** Such Council action would only delay Frisco's departure from the ACNT for an undetermined duration, and set the stage allowing proponents of ACNT to make progress electing their candidates to council. **That must not happen!** Further, Frisco's not approving the spin-off most likely will not fly with the other two cities; SO, once again, there is a standoff of undetermined duration, with consequences previously mentioned. Maybe a spin-off of public funds to a private entity would face Texas Constitution prohibition.

(3) **NOT RECOMMENDED: Vote to not dissolve the ACNT and distribute the net assets back to the three member cities.** This, also, may well not succeed because the other two cities would not agree. The consequences would be the same as mentioned in **(2)**, above.

Additionally, Voting FOR **Recommendation (1)** would show the other two cities that we do not intend to keep them in suspense, and as a 'gentlemen city, with honor, Frisco will give a pass on the asset recovery in spin-off or dissolution concepts. That shows Frisco can be a good neighbor and regional friend even though we have the basic difference defined by our voters in May 2011.
Thank you,
Al Gibson, 7570 Angel Trace Dr, Frisco, TX 75034
Toby Richesin, 603 Pine Hills Dr, Frisco, TX 75034

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

5:00 PM

TUESDAY, FEBRUARY 07, 2012

MINUTES

Mayor	Maher Maso	Present
Mayor Pro Tem	Pat Fallon	Present (arrived 5:06 p.m.)
Deputy Mayor Pro Tem	Scott Johnson	Present
Council Member	John Keating	Present
Council Member	Tim Nelson	Absent
Council Member	Bob Allen	Present
Council Member	Jeff Cheney	Present

CALL TO ORDER

1. ROLL CALL

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

Council has granted Councilman Nelson an excused absence until his return from active 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; Fire Chief Mack Borchardt; FEDC President Jim Gandy; Library Director, Shelley Holley; Parks and Recreation Director, Rick Wieland; Engineering Director, Paul Knippel; and

Development Services Director, John Lettelleir.

CLOSED SESSION

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

John Keating moved to recess into Closed Session in compliance with Section 551.001 et. seq. Texas Government Code, to wit; at 5:03 p.m. Jeff Cheney seconded the motion.

Passed

Vote: 4 – 0

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

Against: (None)

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

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

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

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

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

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

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

deliberate the offer or other incentives to a business prospect.

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

Pat Fallon arrived at 5:06 p.m. as the Closed Session was beginning.

Pat Fallon moved to reconvene into Regular Session at 6:50 p.m. and take any action necessary as a result of the Closed Session. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

Mayor Maso announced that no action was necessary as a result of Closed Session.

INVOCATION

Deputy Mayor Pro Tem Scott Johnson led the invocation.

PLEDGE OF ALLEGIANCE

Deputy Mayor Pro Tem Scott Johnson led the pledge of allegiance.

PROCLAMATIONS

4. Congenital Heart Defect Awareness Day

Mayor Maso was joined on stage by Shelia Elliott and the Mended Little Hearts Organization as he proclaimed February 2012 as Congenital Heart Defect Awareness Month.

REPORTS

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

Fire Chief Mack Borchardt gave a report on the January monthly activity and gave an update on the annual TEEX Leadership Symposium held at the Frisco Convention Center.

6. 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 stated that due to time limits, he would report on the Needs Assessment at the next meeting. He also commented on the recent Trick a Trout event and the Daddy Daughter Dance.

7. Library report on usage and programming activities.

Director of Library Services Shelley Holley reported on usage and programming activities for the month of November. Ms. Holley commented that the Automated Materials Handling System is allowing the library to return books to the shelves within 24 hours vs. 72, bringing them up to the industry standard, and AARP is offering tax assistance on Thursday's and Saturday's.

8. 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 January. Mr. Knippel gave an update on upcoming projects and reported that he is scheduling a meeting for property owners from Main to Hickory on 5th Street to gain feedback on options for a design contract.

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

Legislative Committee – Mayor Maso stated that the purpose of the committee was to keep track of bills on the state level and prepare for proposed legislation for next the session. The Committee discussed the firms used by the City to assist with tracking bills and preparations for the next Legislative Session.

Governance Committee- no meeting

Budget and Audit - no meeting

Be Fit Frisco - Jeff Cheney reported that this was an update meeting where they reviewed their website and reviewed a survey to current sports council members for information gathering. Mayor Maso and Bob Allen added that the Turbo Kick session will be held at 6:30 - 7:30 p.m. on Thursday's in Simpson Plaza.

Veteran's Committee - Mayor Maso stated that there will be a job fair at the

Discovery Center and he will have more information in the near future.

HOA Roundtable – Bob Allen spoke briefly at the meeting about Be Fit Frisco and Pat Fallon reported that at a recent HOA meeting, 25 - 30 HOA presidents were in attendance. Jeff Cheney was in attendance as well.

10. FEDC Report on Economic Development Projects.

FEDC President Jim Gandy presented two brief reports on 2011 Summary Report and the FY 2012 1st Quarter Report.

Mayor Maso moved to the Consent Agenda at 7:20.

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

With no one wishing to speak, Mayor Maso moved back to Item 27.

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.)

Scott Johnson moved to pull Item 23 from the Consent Agenda. Pat Fallon seconded the motion.

Passed

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

Scott Johnson moved to approve Items 11 – 22 and 24. Pat Fallon seconded the motion.

Passed

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

Scott Johnson stepped down from the dais since Governor Perry has appointed him as a board member on the Texas Economic Development Corporation.

Bob Allen moved to approve Item 23. John Keating seconded the motion.

Passed

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

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

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

13. Consider and act upon adoption of **Resolution 12-02-31R** setting Public Hearings on a proposed voluntary annexation of 33.0± acres in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, generally located on the south side of US Highway 380, 1,150± feet west of County Road 26. Neighborhood #53. Annexation Case A12-0002. (Development Services/MW)

14. Consider and act upon award of bid to Jim Bowman Construction Co. L.P., and adoption of a **Resolution 12-02-32R** authorizing the City Manager to execute a Standard Form of Agreement for Construction Services for a Traffic Signal on Main Street at Kyser Way (Bid No. 1212-027) (Engineering/BM).

15. Consider and act upon adoption of **Resolution 12-02-33R** authorizing the City Manager to execute Amendment Number One to the Professional Services Agreement by and between the City of Frisco and Halff Associates, Inc. to perform Design, Bid Package Preparation, and Construction Administration Services for Coit Road Improvements (Main Street to North of Eldorado Parkway)(Engineering/TF)

16. Consider and act upon adoption of **Resolution 12-02-34R** authorizing the City Manager to execute a Professional Services Agreement by and between the City of Frisco and Garver, LLC for design and preparation of construction documents for Teel Parkway and Parkwood Boulevard Rehabilitation (Engineering/AH)

17. Consider and act upon approving **Resolution 12-02-35R** authorizing the City Manager to execute a contract by and between the City of Frisco and Jacobs Engineering Group, Inc for Engineering and Landscape Architecture for Grand Park. (Parks/DR)

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

19. Consider and act on the adoption of **Resolution 12-02-36R** authorizing the City Manager to submit documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from four events. (CVB/MR)

20. Consider and act upon adoption of **Resolution 12-02-37R** authorizing the City

Manager to accept Federal Emergency Management Administration (FEMA) Assistance to Firefighters Grant (AFG) Agreement for the purchase of Lifepak 15 Cardiac Monitors (FIRE / LG).

21. Consider and act upon **Resolution 12-02-38R** approving the terms and conditions of an Interlocal Agreement between the City of Frisco, Texas, the City of McKinney, and the City of Plano, Texas to participate in a collaborative effort to offer Homebuyer Education Classes. (Financial Services/SB)

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

23. Consider and act upon **Resolution 12-02-39R** calling for a Public Hearing with regard to nominating Moneygram Payment Systems, Inc. to the Texas Economic Development Bank for consideration and designation as a Texas Enterprise Project. (CMO/NL)

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

LEGISLATIVE AGENDA

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

REGULAR AGENDA

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

Development Services Director John Lettelleir stated that this was the first of two public hearings and read the required service plan statement. The second public hearing will be held on February 21, 2012. He commented that this is a voluntary annexation case submitted by the property owner, Prosper United Methodist Church and the property is directly adjacent to the City's corporate limits on the north, west, and east, and is vacant.

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

Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)
No one wished to speak.

Scott Johnson moved to close the public hearing. John Keating seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

26. Public Hearing: Z11-0022. A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned: Agricultural. Neighborhood #11. (Development Services/MW)

Mr. Lettelleir presented information on zoning case Z11-0022. He stated that when this case was presented to the Planning and Zoning Commission, there were some citizens that spoke in opposition however the Commission did approve the request by a vote of 4 – 1. The concerns of the citizens were:

1. Traffic on Preston Trace Blvd. – Residents inquired about a traffic signal at Preston Rd and Preston Trace Blvd. A traffic count will be done after the construction is complete and if the count warrants, the information will be forwarded on to TXDot for approval.
2. Alley widths – Residents were concerned about narrow alleys in Preston Manor. Alleys constructed with the new development will meet the City's requirements, which have increased to 18 feet since the development of Preston Manor.
3. Electrical capacity issues – Residents were concerned over frequent power outages in Preston Manor. Oncor will review utility plans with the new development and determine the electric delivery capacity for the area.
4. Rental property – Residents were concerned over amount of rental property in Preston Manor.

Bob Allen moved to open the public hearing. Scott Johnson seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff

Cheney;
Against: (None)

Tom Vogt, 8300 Preston Trace, Frisco, Texas, the property owner, was available to answer questions.

No one wished to speak.

Jeff Cheney moved to close the public hearing. Pat Fallon seconded.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

Bob Allen moved to approve Public Hearing: Z11-0022. A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same with the addition of changing Mr. Tom Vogt's homestead residential property to Residential Estate. Zoned, approximately 2 acres: Agricultural. Neighborhood #11. John Keating seconded the motion.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

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

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

Mr. Lettelleir presented information on zoning case Z11-0021 and stated that the applicant, First Texas Homes, was available for questions and the Planning and Zoning Commission had recommended approval 5 – 0.

Bob Allen moved to open the public hearing. Scott Johnson seconded.
Passed
Vote: 5 – 0
For: Pat Fallon, Scott Johnson, John Keating, Bob Allen, Jeff Cheney;
Against: (None)

No one wished to speak.

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

Passed

Vote: 5 – 0

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

Against: (None)

Bob Allen moved to approve Public Hearing: Z11-0021. A request to rezone 20.0± acres on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #06. John Keating seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

Engineering Services Director Paul Knippel stated that Items 28 and 29 were both in relation to acquisition of right-of-way and easements in preparation to begin construction for the widening of FM 3537 (Main Street) from Preston Road to Custer Road by Texas Department of Transportation. Mr. Knippel noted that with the recent passage of SB18 which became effective on September 1, 2011, the City is now required to first attempt to acquire the necessary ROW and easements on the properties from the landowners voluntarily through the making of a bona fide offer prior to filing any eminent domain proceedings.

Mr. Knippel stated that originally the City needed to acquire twenty eight (28) easements for roadway and twenty nine (29) for water line. The project includes

ninety (90) parcels of land and sixteen (16) property owners. Most parcels have been acquired through development agreements and donations. There are twenty two (22) left and out of those, six (6) apply to Item 28 and sixteen (16) apply to the water line easements in Item 29.

After discussion, Jeff Cheney moved that the City of Frisco, Texas, City Council adopt the Resolution described in Agenda Item #28 and authorize the use of the power of eminent domain to acquire for public use the right of way (in fee simple), drainage easements and temporary construction easements on all of the properties depicted on and described by metes and bounds in Exhibits "1" – "6" attached to said Resolution, said depictions and descriptions being incorporated in their entirety into this motion for all purposes, for the construction, access, repair, maintenance and replacement of the FM 3537 from SH 289 (Preston Road) to FM 2478 (Custer Road) Project. Bob Allen seconded the motion.

Failed

Vote: 2 – 3
For: Bob Allen, Jeff Cheney;
Against: Pat Fallon, Scott Johnson, John Keating

After further discussion, Jeff Cheney made a motion to Table the Item 28 until the February 21, 2012 regular City Council meeting for further review. John Keating seconded the motion.

Passed

Vote: 4 – 1
For: Pat Fallon, Scott Johnson, John Keating, Jeff Cheney;
Against: Bob Allen

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

Scott Johnson moved to Table Item 29 until the February 21, 2012 regular City Council meeting. John Keating seconded the motion.

Passed

Vote: 4 – 1
For: Pat Fallon, Scott Johnson, John Keating, Jeff Cheney;
Against: Bob Allen

30. Conduct the Public Hearing and consider and act upon the Ordinance amending the Frisco Tax Incremental Reinvestment Zone #1 Project and Financing Plans and expanding the boundaries of said zone. (CMO/NL)

Assistant City Manager Nell Lange presented information regarding an amendment to the Tax Incremental Reinvestment Zone #1 Project and Financing Plans and expanding the boundaries of the zone. She explained that the proposed projects included:

- City owned Recreational facility known as the Fieldhouse - $17,600,000
- City owned Electronic Sign - $1,500,000
- Educational facilities including five (5) elementary schools, four (4) middle schools, and two (2) high schools - $297,500,000

Ms. Lange stated that the TIRZ Board met on November 15, 2011 and approved these amendments. Collin County, Frisco Independent School District and the Collin County Community College have all approved the waiving of the 60 day notice requirement.

Jeff Cheney moved to open the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

No one wished to speak.

Jeff Cheney moved to close the public hearing. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to approve the public hearing and consider and act upon the **Ordinance 12-02-05** amending the Frisco Tax Incremental Reinvestment Zone #1 Project and Financing Plans and expanding the boundaries of said zone. Scott Johnson seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

Assistant City Manager Nell Lange presented information on the proposed amendments to the Bond Refunding Ordinance authorizing the issuance of General Obligation refunding bonds. Ms. Lange explained that the current market conditions are very favorable for refunding some of the City's taxable bond issues and she had been working with the City's financial advisor, David Medanich from First Southwest and the City's Bond Attorney Leroy Grawunder with McCall Parkhurst & Horton L.L.P., who were available for questions, to identify which bonds could be refunded as some of the lease agreements with our partners will need to be amended.

John Keating moved to approve **Ordinance 12-02-06** authorizing the issuance of City of Frisco, Texas General Obligation Refunding Bonds; establishing procedures and delegating authority for the sale and delivery of the bonds; providing for the security and payment of said bonds; providing for an effective date; and enacting other provisions relating to the subject. Bob Allen seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

32. Consider and act on the resignation of the CVB Place 4 At Large position held by April Berg and appointment to fill the unexpired term. (CSO/JP)

Scott Johnson moved to accept April Berg's resignation and appoint Keith Britton to fill her Place 4 position for the remainder of her term ending September 30, 2012. Jeff Cheney seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

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

John Keating moved to recess into Closed Session pursuant to 551.074 of the

Texas Government Code at 8:06 p.m. Pat Fallon seconded the motion.

Passed

Vote: 5 – 0

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

Against: (None)

John Keating moved to reconvene into Regular Session at 8:45 p.m. Bob Allen seconded the motion. Pat Fallon and Scott Johnson did not return to the Regular Session.

Passed

Vote: 3 – 0

For: John Keating, Bob Allen, Jeff Cheney;

Against: (None)

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

Action Items required as a result of tonight's meeting:

- CVB appointment for Place 11.
- Bring back Items 28 and 29.

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

Bob Allen commented that the meeting was "all good".

ADJOURN

With no further business to discuss, John Keating moved to adjourn at 8:47 p.m. Bob Allen seconded the motion.

Passed

Vote: 3 – 0

For: John Keating, Bob Allen, Jeff Cheney;

Against: (None)

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

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

AGENDA ITEM #10.

Library
City of Frisco, Texas

Memorandum

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

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

From: **Shelley Holley, Library Director**

Date: **2/15/12**

Subject: **Consider and approve a Resolution Authorizing the City Manager to Execute an Interlocal Agreement with Collin County**

Action Requested: City Council consideration and approval of a resolution authorizing the City Manager to execute an Interlocal Agreement with Collin County.

Background Information: Collin County will provide funds to Frisco Public Library for providing a library service to Collin County residents. The previous fiscal year, 2011, the Library received $39,560.88

Board/Citizen Input: N/A.

Financial Considerations: The Library will receive $60,220.23 for the 2012 fiscal year (October 2011 through September 2012) to be paid on a quarterly basis. This amount has increased due to the City of Plano dropping out of the Interlocal agreement.

Supporting documents: Collin County Interlocal Agreement and Resolution.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTER-LOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND COUNTY OF COLLIN FOR LIBRARY SERVICES FOR COLLIN COUNTY RESIDENTS.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas an Agreement by and between the City of Frisco and Collin County, for Library services for Collin County residents, 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

THE STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF COLLIN AND THE FRISCO PUBLIC LIBRARY

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY**" and The Frisco Public Library; hereinafter referred to as the **"LIBRARY".**

II.

The **COUNTY** and **LIBRARY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **LIBRARY** is a City Council created entity established for administering and providing library services for the general public in Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **LIBRARY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **LIBRARY** in the amount of $60,220.23 for the 2012 fiscal year (October 2011 through September 2012) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **LIBRARY** will provide the following services to the citizens of Collin County for the year of 2012:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **LIBRARY** by the **COUNTY** shall be used solely for library services to the public.

The **LIBRARY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

Further, the **LIBRARY** agrees to submit to audits by the County Auditor in accordance with the directions of said official.

The **LIBRARY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **LIBRARY**, the **COUNTY** agrees to pay to the **LIBRARY** for the full performance of this agreement the annual amount of $60,220.23; to be paid on a quarterly basis. The **LIBRARY** understands and agrees that payment by the **COUNTY** to the **LIBRARY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **LIBRARY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **LIBRARY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY.**

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

EXECUTED in duplicate originals this, the ___ day of_____, 2011.

BY: _____
The County Judge of Collin County, Texas

BY: _____ _____
The Authorized Representative of Date
The Frisco Public Library

AGENDA ITEM #11.

Library
City of Frisco, Texas

Memorandum

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

Thru: **George Purefoy, City Manager**

From: **Shelley Holley, Library Director**

Date: **2/15/12**

Subject: **Consider and approve Inter-Local Agreement with Denton County**

Action Requested: City Council consideration and approval of a resolution authorizing the City Manager to execute an Inter-Local Agreement with Denton County.

Background Information: Denton County will provide funds to Frisco Public Library for providing a library service to Denton County residents. The previous fiscal year, 2011, the Library received $35,841.

Board/Citizen Input: N/A.

Financial Considerations: The Library will receive $31,857 for the 2012 fiscal year (October 2011 through September 2012). A sum of $7,964.25 will be received by the Library on a quarterly basis.

Supporting documents: Denton County Inter-Local Agreement, Resolution.

Staff Recommendation: Staff recommends approval.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTER-LOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND COUNTY OF DENTON FOR LIBRARY SERVICES FOR DENTON COUNTY RESIDENTS.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas an Agreement by and between the City of Frisco and Denton County, for Library services for Denton County residents, 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

THE COUNTY OF DENTON §
§ **FRISCO PUBLIC LIBRARY**
THE STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City/Town of Frisco, a municipality of Denton County, Texas, hereinafter referred to as "the **MUNICIPALITY**" and has an effective date of October 1, 2011.

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of the **COUNTY**; and

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2011, through September 30, 2012.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability and/or national origin. Upon proper proof by individual(s) of residence in the **COUNTY**, Texas, such individual(s) shall be entitled issuance, at no cost, a library card to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.

2. Functional literacy materials and/or tutoring programs for adults.

3. Job training/career development programs and/or materials for all ages.

4. Outreach services to eliminate barriers to library services.

5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate the Library Director (Shelley Holley) to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. The Library Director (Shelley Holley) shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY.**

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this

Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of the **COUNTY**.

To the fullest extent permitted by law, the MUNICIPALITY agrees to hold harmless and indemnify the COUNTY from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the MUNICIPALITY, its officers, agents or employees.

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is:
County Judge, Denton County
110 West Hickory Street, 2nd Floor
Denton, Texas 76201
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is:
The City of Frisco through the
Frisco Public Library
6101 Frisco Square Boulevard, Suite 3000
Frisco, Texas 75034
Attention: Nigel Boeg
Telephone: 972-292-5669

X.

For the full performance of the services above stated the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **THIRTY-ONE THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS ($31,857.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2011. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.

2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.

3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed $5,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as "filters") with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children's Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2011.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate originals on the dates set forth below.

The **COUNTY**

By: _____
Mary Horn, County Judge
Denton County, Texas

Acting on behalf of and by the authority of the Commissioners Court of Denton County, Texas

DATED:_____

ATTEST:

By:_____
Denton County Clerk

APPROVED AS TO FORM:

By:_____
Assistant District Attorney

The **MUNICIPALITY**

By:_____
Name:_____
Title:_____

Acting on behalf of and by the authority of the City Council of Frisco, Texas

DATED:_____

ATTEST:

By:_____
City Secretary

APPROVED AS TO FORM:

By:_____
City Attorney

APPROVED AS TO CONTENT:

By:_____
Director, Library Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $_____ to accomplish and pay the obligation of Denton County under this agreement.

_____

James Wells, Denton County Auditor

CALCULATION WORKSHEET FOR COUNTY FUNDING (2011-2012)

PER CAPITA: $ 0.573833 (Based on Initial Request)
MATCHING: $ 10,000.00

DENTON COUNTY POPULATION:	662,614
POPULATION OF CITIES WITH LIBRARIES	393,971
REMAINING POPULATION	268,643

County Pop ratio: 0.681885215 Goal: 480,230

LIBRARY	Total Population	City Population	County Allocation	Per Capita Allocation	Matching Funds	TOTAL Requested	Approved 10% Overall Reduction
AUBREY	9,789	5,820	3,969	$ 5,617	$ 10,000	$ 15,617	$14,055
CARROLLTON	114,992	68,371	46,621	$ 65,986	$ -	$ 65,986	$59,387
FLOWER MOUND	108,766	64,669	44,097	$ 62,413	$ -	$ 62,413	$56,172
FRISCO	62,654	37,252	25,402	$ 35,953	$ 5,000	$ 40,953	$36,857
JUSTIN	5,459	3,246	2,213	$ 3,133	$ 10,000	$ 13,133	$11,821
KRUM	6,992	4,157	2,835	$ 4,012	$ 10,000	$ 14,012	$12,611
LAKE CITIES	55,332	32,899	22,433	$ 31,752	$ 10,000	$ 41,752	$37,576
LEWISVILLE	159,776	94,998	64,778	$ 91,685	$ -	$ 91,685	$82,517
LITTLE ELM	48,243	28,684	19,559	$ 27,684	$ 10,000	$ 37,684	$33,916
PILOT POINT	6,485	3,856	2,629	$ 3,722	$ 10,000	$ 13,722	$12,350
PLANO	9,049	5,380	3,669	$ 5,192	$ 5,000	$ 10,193	$9,175
PONDER	2,346	1,395	951	$ 1,346	$ 10,000	$ 11,345	$10,211
SANGER	11,632	6,916	4,716	$ 6,675	$ 10,000	$ 16,675	$15,007
THE COLONY	61,100	36,328	24,772	$ 35,061	$ 10,000	$ 45,061	$40,555
							$0
TOTAL	**662,614**	**393,971**	**268,643**	**$ 380,230**	**$ 100,000**	**$ 480,230**	**$ 432,211**

Aubrey Population:		Lake Cities Population:			Little Elm Population:		
Aubrey	2,595	Corinth		19,935	Little Elm		25,898
Crossroads	1,563	Hickory Creek		3,247	Oak Point		2,786
Krugerville	1,662	Lake Dallas		7,105	Total		28,684
Total	5,820	Shady Shores		2,612			
				32,899	Lewisville	95,290	
Carrollton	119,097	Frisco	116,989		less Dallas Co.	292	
less Dallas Co.	50,726	Denton Co:	37,252		Lewisville	94,998	
Carrollton (Denton Co.)	68,371	Plano	259,841				
		Denton Co:	5,380				

The approved amount is a straight 10% reduction from the Total Requested for each library and was not based on a specific per capita rate.

EXHIBIT
A

AGENDA ITEM #12.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

From: **Jason Brodigan, P.E., Senior Civil Engineer**

Date: **March 6, 2012**

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

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute an Escrow Agreement by and between the City of Frisco and Preston Trail Ministries Inc. to provide funding in the amount of $22,271.60 for the installation of a left turn lane in conjunction with the construction of Main Street from Preston Road to Custer Road.

Background Information: The Texas Department of Transportation (TxDOT) is preparing to begin construction for the widening of FM 3537 (Main Street) from Preston Road to Custer Road. The project will widen the existing two (2) lane roadway to a six (6) lane urban roadway with a raised median, turn lanes, and curb and gutter. Bids for the project were opened in June 2011 with a six month utility relocation delay. Construction is expected to begin in Spring 2012 and the project is estimated to take two years to complete.

TxDOT policy is to provide turn lanes and median openings only at City streets. The policy is enforced to avoid favoritism or to avoid negatively impacting future development. TxDOT will provide turn lanes at other locations requested by the City; however, city funding is required. City staff has been working with property owners to identify locations where median openings are desired along the new roadway. Escrow agreements, based on TxDOT estimates, are being completed with property owners to fund the cost of these median openings and turn lanes. The Escrow Agreement describes the turn lane improvements that will be constructed,

establishes the amount of the escrow, and makes the property owner responsible for any cost overruns.

The total escrow amount specified in the Agreement is $22,271.60. The costs in the Agreement are based on estimated quantities and the contractor's cost to add the improvements. The actual cost of the Agreement will be based on actual field measured quantities and cost of each item. TxDOT will summarize the quantities and costs at the completion of construction and refund or request additional funds as necessary.

The Escrow Agreement is based on the standard form of agreement that Council approved in December 2006 for use with property owners along TxDOT roadway construction projects who wish to add median openings and turn lanes that will serve their properties.

Financial Considerations: Preston Trail Ministries Inc. will provide $22,271.60 for construction of the left turn lane shown in the agreement.

Alternatives: City Council could consider the following alternatives:

- Approval of the Resolution authorizing the City Manager to execute the Agreement
- Deny approval of the Resolution

Legal Review: Standard agreement that has been previously reviewed and approved.

Supporting Documents:

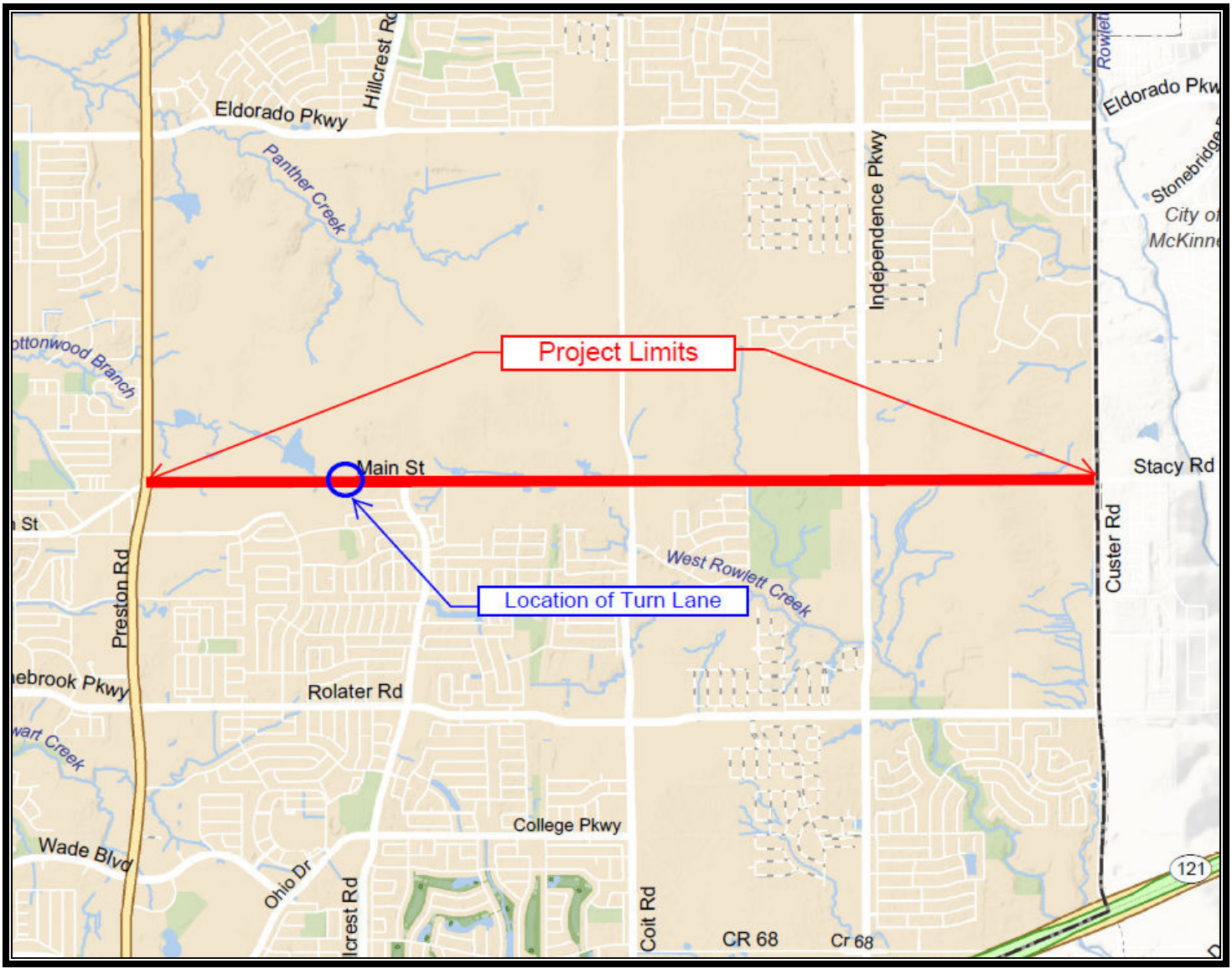
- Project Location Map
- Copy of Escrow Agreement
- Resolution

Staff Recommendation: Staff recommends adopting the Resolution authorizing the City Manager to execute the Escrow Agreement for the construction of a left turn lane on Main Street. Staff will be present at the meeting to address the Council's questions relating to this agenda item.

FRISCO
PROGRESS IN MOTION

Escrow Agreement – Preston Trail Ministries Inc
FM 3537
Preston Road to Custer Road
March 6, 2012

N



ESCROW/REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND PRESTON TRAIL MINISTRIES INC
(Main Street Median Openings)

THIS ESCROW/REIMBURSEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF FRISCO, TEXAS, a municipal corporation ("Frisco"), and PRESTON TRAIL MINISTRIES INC ("Owner").

WHEREAS, Frisco has received estimates from the Texas Department of Transportation ("TxDOT") for the construction of certain improvements to Main Street (FM 3537) ("Main Street"), including without limitation, the location and construction of median openings along Main Street (the "Project"); and

WHEREAS, Owner owns 3.515 acres, more or less, situated in the George McNeil Survey, Abstract No. 608, Collin County, Texas and adjacent to Main Street (the "Property"); and

WHEREAS, Owner has, in conjunction with the construction of the Project and based on the direct benefit to the Property, requested the construction of a median opening and one or more attached left turn bay(s) on Main Street at the location hereinafter described (hereinafter defined as the "Property Median Opening"); and

WHEREAS, TxDOT has agreed to construct, as part of its reconstruction of Main Street (FM 3537), the Property Median Opening at the location hereinafter set forth provided Owner pays for the construction costs of same; and

WHEREAS, as a condition of TxDOT's construction of the Property Median Opening made the subject of this Agreement, TxDOT requires that Frisco tender the design and construction costs therefore; and

WHEREAS, in consideration for the design and construction of the Property Median Opening at the location desired by Owner, Frisco requires Owner to place the median opening design and construction costs in escrow as hereinafter set forth; and

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

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

1. Description of Project. The Project consists of the construction of certain improvements to Main Street, including without limitation, the location and construction of

median openings along Main Street, as more particularly depicted on Exhibit "A", attached hereto and incorporated herein for all purposes.

2. Land Subject to Agreement. The land that is the subject of this Agreement is 3.515 acres of land, more or less, situated in the George McNeil Survey, Abstract No. 608, City of Frisco, Collin County, Texas, and more particularly described in Exhibit "B", attached hereto and incorporated herein for all purposes (the "Property"). Owner represents it is the sole owner of the Property.

3. Location of Median Openings. In exchange for the payment of the design and construction costs, TxDOT has agreed to construct the median openings: (a) at the locations shown on Exhibit "A"; and (b) in accordance with TxDOT design and construction standards (the "Median Openings"). The median opening located immediately adjacent to a portion of the Property is depicted on Exhibit "A" (the "Property Median Opening"), however, the exact location of the Property Median Opening is subject to change, as solely determined by TxDOT. If the ultimate location(s) of the Median Openings is/are changed, in whole or in part as described herein, resulting in the complete removal of the Property Median Opening from the Project, Frisco will return the Construction Escrow Funds (hereinafter defined), exclusive of interest earned, if any, to the Owner within thirty (30) days of TxDOT's final decision with regard to the complete removal of the Property Median Opening from the Project.

4. Completion of Construction of Median Openings. Owner acknowledges and agrees that Frisco cannot control the completion of the construction, including without limitation, the timeline therefore, of the Property Median Opening, and, as such, Owner agrees that Frisco shall in no way be liable for any damages, if any, which may be sustained by the Owner and/or Property, resulting, in whole or in part, directly or indirectly, from TxDOT's failure to complete the construction of the Property Median Opening by any certain date and/or as set forth in this Agreement.

5. Construction of Project. TxDOT will construct the Project and has provided Frisco with its estimate of the costs to construct the Property Median Opening, which amount is anticipated to be twenty two thousand, two hundred, seventy-one, and 60/100 Dollars ($22,271.60) (the "Property Median Opening Estimated Costs"). The phrase "construction costs" as used herein shall mean the actual construction costs, Frisco design fee, TxDOT engineering and contingency fee, surveying costs, landscape design, geotechnical materials testing and inspection fees associated with the Project. The phrase "cost overruns" as used herein shall mean costs, which may be incurred by TxDOT in the construction of the Project and which are over and above the Property Median Opening Estimated Costs.

6. Owner's Payment of the Property Median Opening Estimated Costs. Within fifteen (15) days of its execution of this Agreement, Owner will pay into an escrow account, at the location solely determined by Frisco, funds equal to the Property Median Opening Estimated Costs (the "Escrow Funds"). The Escrow Funds will be available to Frisco to pay to the engineer for design and to pay to TxDOT for the construction costs associated with the Property Median

Opening, and Frisco shall, in its sole discretion, be entitled to use, at any time, all or a portion of the Escrow Funds in connection with the design and construction of the Property Median Opening. Frisco shall further be entitled to, as its sole property, any and all interest earned on the Escrow Funds, and Owner hereby waives and relinquishes any and all rights or claim to interest earned, if any, on the Escrow Funds. In addition, if any amount of the Escrow Funds remains in the account after TxDOT has issued a final letter of acceptance for the construction of Main Street, including but not limited to, the Property Median Opening, and paid all of the design and construction costs associated with the Property Median Opening, as solely determined by Frisco, ("Remaining Escrow Funds"), Owner shall be entitled to, as its sole property, the Remaining Escrow Funds. Frisco may, in its sole discretion, utilize the interest earned on the Escrow Funds, if any, for any purpose. Further, Owner shall, within thirty (30) days of receiving written notice from Frisco, tender to Frisco any and all construction cost overruns associated with the construction of the Property Median Opening. Notwithstanding anything to the contrary herein, Frisco and Owner agree that Frisco shall, under no circumstance, be responsible for any part or portion of the design and construction costs associated, directly or indirectly, with the Property Median Opening.

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

OWNER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, LEGATEEES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, HEREBY RELEASES FRISCO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH), OR OTHERWISE, IT/THEY MAY HAVE WITH REGARD TO THE CONSTRUCTION AND/OR COMPLETION OF THE PROPERTY MEDIAN OPENING AND/OR OR ANY OTHER ACT AND/OR OMISSION RELATING, DIRECTLY OR INDIRECTLY, TO THE PROPERTY MEDIAN OPENING, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT.

8. INDEMNIFICATION. OWNER, ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, HEIRS, REPRESENTATIVES, LEGATEES, SUCCESSORS, ASSIGNS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS, FRISCO, ITS 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 TXDOT AND/OR OWNER, THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR

WHOM OWNER IS LEGALLY RESPONSBILE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF THE CONSTRUCTION OF THE PROPERTY MEDIAN OPENING PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE FRISCO (HEREINAFTER "CLAIMS).IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

10. Default. In the event Owner fails to comply with any of the provisions of this Agreement, Frisco shall have the following remedies in addition to Frisco's other rights and remedies, at law or in equity:

a. to refuse to issue building permits in relation to the Property; and/or

b. to file this instrument in the Land Records of Collin County as a lien and/or encumbrance against Owner and/or the Property; and/or

c. to immediately, without further notice to Owner, cease any and all design and/or construction of the Property Median Opening; and/or

d. to seek specific performance.

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

13. Continuity. This Agreement shall be a covenant running with the land and shall be binding upon Owner, its officers, directors, agents, representatives, employees, heirs,

representatives, legatees, successors, assigns, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Collin County.

14. Miscellaneous.

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

If to Frisco, to:

George Purefoy
City Manager
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

If to Owner, to:

PRESTON TRAIL MINISTRIES INC
~~2075 BOONE CIR~~ 10501 Main Street
FRISCO, TX ~~75034-5221~~ 75035

b. Assignment. This Agreement is not assignable without the prior written consent of Frisco.

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

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

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

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

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

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

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

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

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

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

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

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

TERMINATION OF THIS AGREEMENT.

o. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to ¶10 above, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

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

q. Owner's Warranties/Representations. All warranties, representations and covenants made by Owner in this Agreement or in any certificate or other instrument delivered by Owner to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees and/or payments made under this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

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

CITY OF FRISCO, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

[OWNER]

By: _____
Name: Jim Johnson
Title: VP
Date: 2-16-12

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 he is the duly authorized representative for the **City of Frisco, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

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

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

STATE OF TEXAS *
*
COUNTY OF COLLIN *

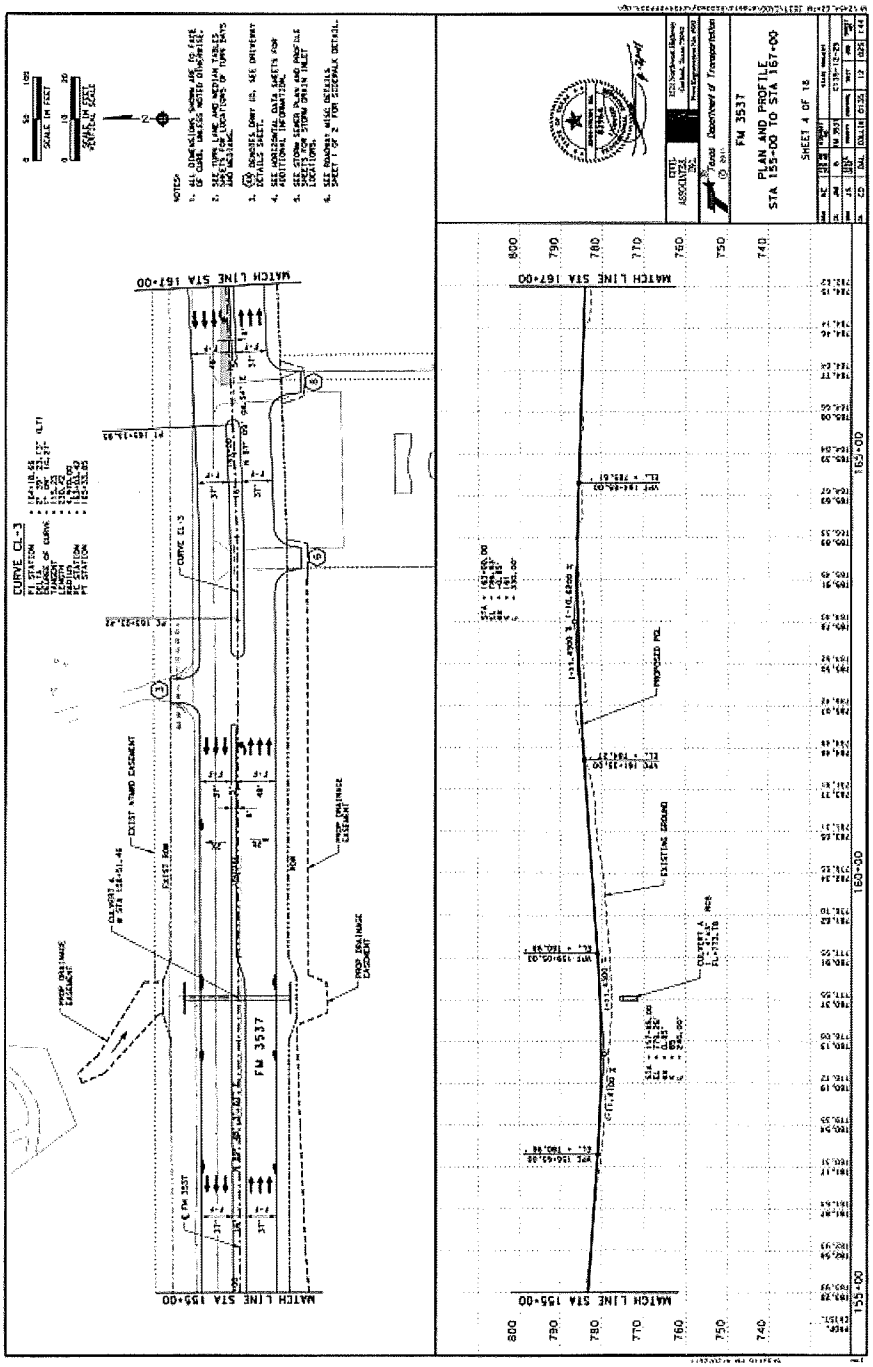
BEFORE ME, the undersigned authority, on this day personally appeared Jim Johnson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **PRESTON TRAIL MINISTRIES INC**, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of February 2012.

REBECCA L. WILSON
Notary Public, State of Texas
My Commission Expires
July 12, 2014

Rebecca L. Wilson
Notary Public in and for the State if Texas
My Commission Expires: July 12, 2014

EXHIBIT "A"
(Depiction of Property Median Opening – 2 Pages)



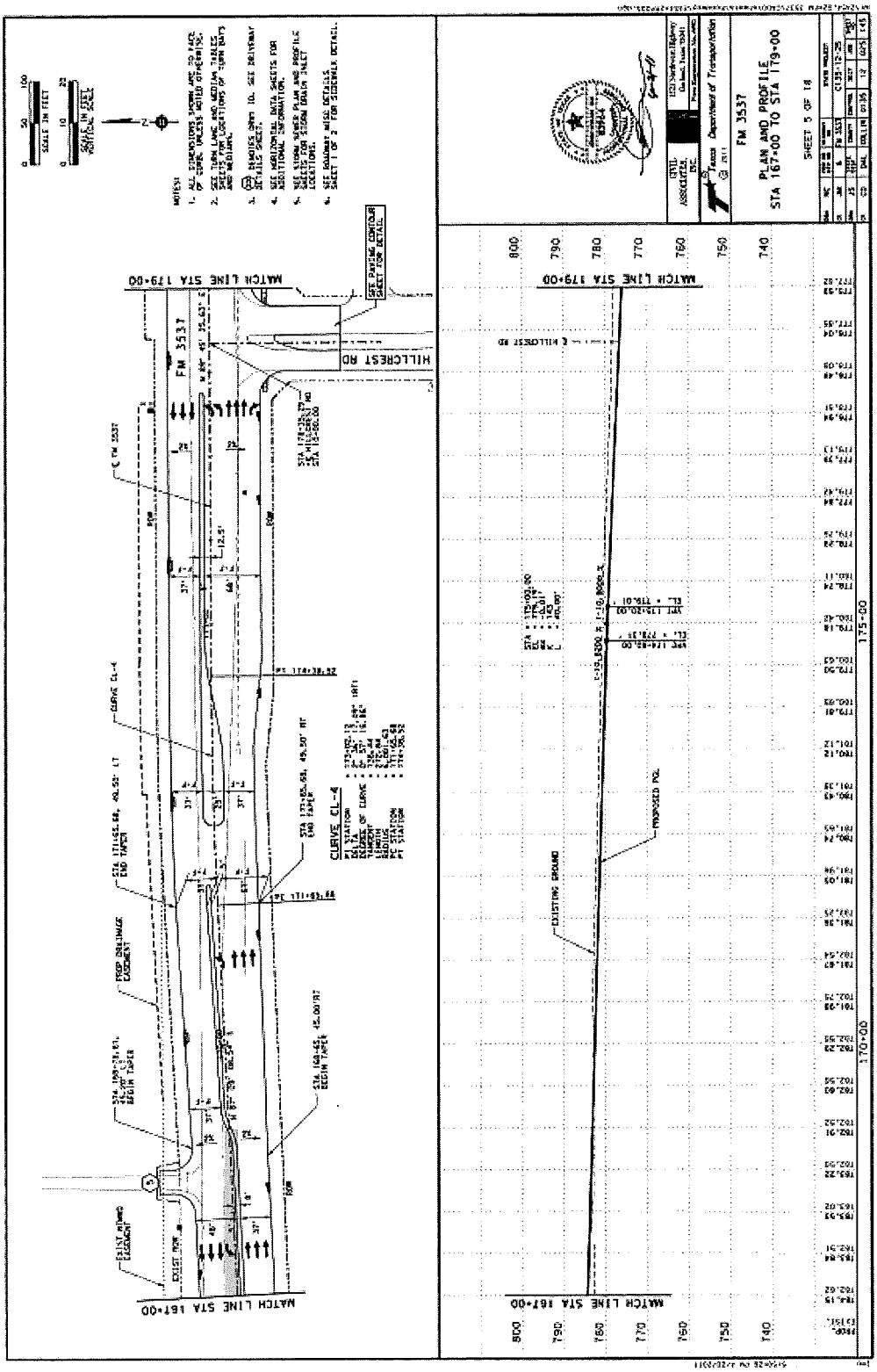
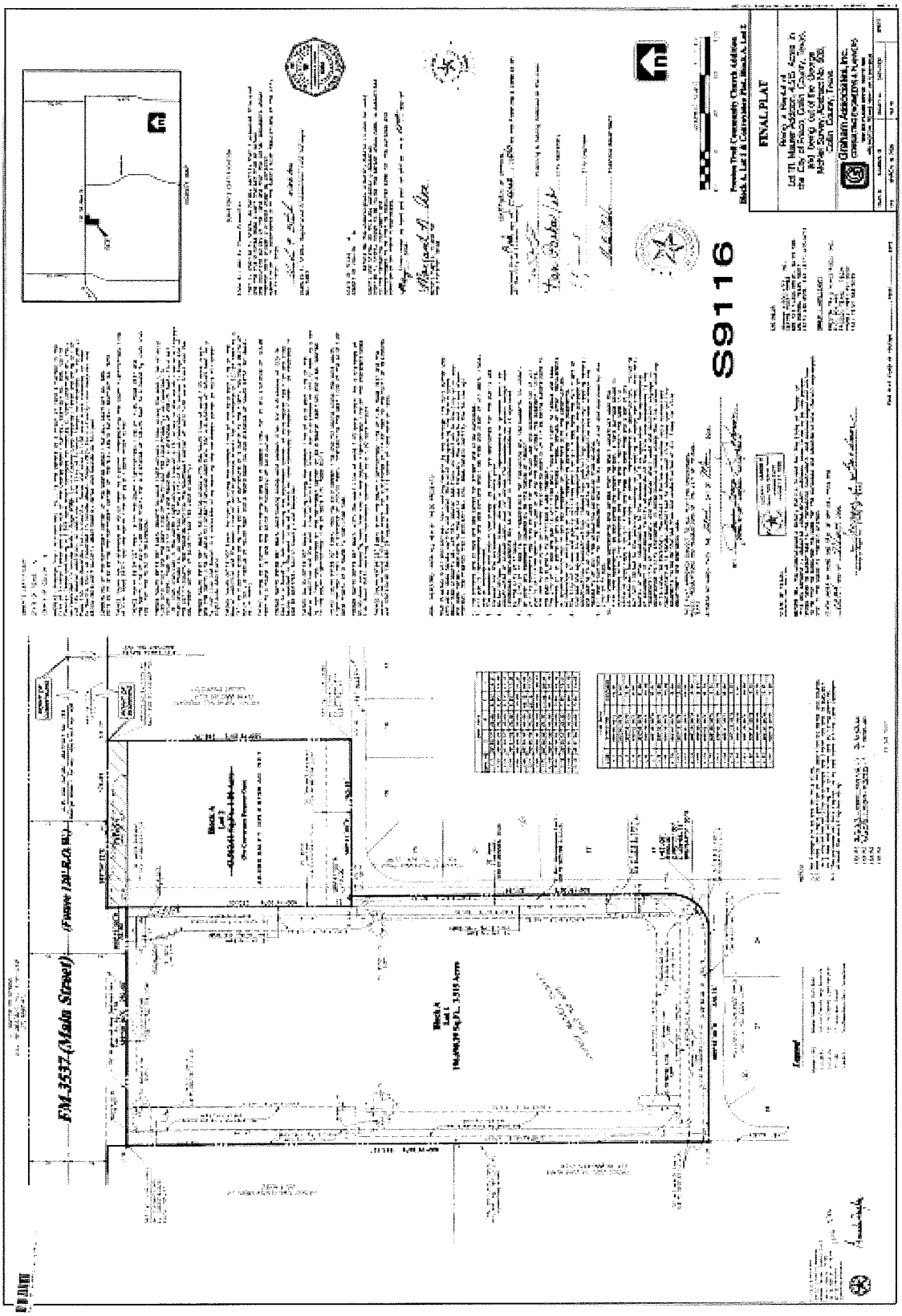

FM 3537
PLAN AND PROFILE
STA 167+00 TO STA 179+00
SHEET 5 OF 18
HILLCREST RD
MATCH LINE STA 179+00
MATCH LINE STA 167+00
EXISTING GROUND
PROPOSED POL
175+00
170+00

EXHIBIT "B"
(Description of Property)


FM-3537 (Main Street)
S9116
FINAL PLAT

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ESCROW AGREEMENT WITH PRESTON TRAIL MINISTRIES INC TO PROVIDE FUNDING FOR THE CONSTRUCTION OF A LEFT TURN LANE IN CONJUNCTION WITH THE CONSTRUCTION OF FM 3537 (MAIN STREET) FROM PRESTON ROAD TO CUSTER ROAD; 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 Escrow Agreement with Preston Trail Ministries Inc. to provide funding for the construction of a left turn lane in conjunction with the construction of FM 3537 (Main Street) from Preston Road to Custer Road, 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 #13.

Engineering Services
City of Frisco, Texas

PROGRESS IN MOTION

Memorandum

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

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

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

Date: **March 6, 2012**

Subject: **Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and the Texas Department of Transportation to reimburse the City of Frisco for the cost of equipment provided for the traffic signals on Eldorado Parkway (FM 720) in the Town of Little Elm.**

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and the Texas Department of Transportation (TxDOT) to reimburse the City of Frisco for the cost of traffic signal equipment provided for the traffic signals on Eldorado Parkway (FM 720) in the Town of Little Elm.

Background Information: In August 2009, the City of Frisco entered into an operation and maintenance agreement with TxDOT and the Town of Little Elm for the traffic signal on FM 423 at FM 720. The City of Frisco is currently working on an amendment to the operation and maintenance agreement with TxDOT and the Town of Little Elm to add the following nine intersections on Eldorado Parkway (FM 720) at:

1. FM 720 (West Connector)
2. Lobo Lane
3. Fire Station Emergency Signal
4. Clark Street/Hardwicke Lane
5. Hard Road
6. Wynfield Drive
7. Preston on the Lakes Boulevard (4th St)
8. Witt Road
9. Little Elm Connector (East Connector)

These signalized locations will be reconstructed from temporary span wire traffic signals to permanent mast arm traffic signals as part of the TxDOT widening project. TxDOT, Little Elm and City of Frisco representatives have met and agreed that Frisco will operate and maintain these permanent traffic signals for TxDOT. After construction of the signals is complete, the City's current operation and maintenance agreement with TxDOT will be amended to include these nine locations and TxDOT will pay the City of Frisco an annual maintenance fee of approximately $5,500 per location. Therefore, these traffic signal locations will need to have the City of Frisco standard signal equipment in order for the City to operate and maintain them efficiently.

The Surface Transportation Program-Metropolitan Mobility Agreement brought before City Council today is by and between the City of Frisco and TxDOT to reimburse the City of Frisco for the cost of the traffic signal equipment provided at each of the signalized intersections listed above located in the Town of Little Elm.

Financial Considerations: TxDOT is reimbursing the City of Frisco a total of $370,640 for all costs of traffic signal hardware procured by Frisco for the nine traffic signals on Eldorado Parkway (FM 720) in the Town of Little Elm under this Agreement.

Alternatives: City Council could consider the following alternatives:

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

Legal Review: Reviewed and approved as to form.

Supporting Documents: Supporting documents include the following items:

- Project Location Map;
- Resolution authorizing the City Manager to execute the Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and the Texas Department of Transportation;
- Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and the Texas Department of Transportation.

Staff Recommendation: Staff recommends adopting a Resolution authorizing the City Manager to execute a Surface Transportation Program-Metropolitan Mobility Agreement for State-Contracted Traffic Signal Construction by and between the City of Frisco and TxDOT. Staff will be available during the March 6, 2012 meeting if you have any questions regarding this matter.

LOCATION MAP - TRAFFIC SIGNALS

Signal Equipment Reimbursement Locations



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 SURFACE TRANSPORTATION PROGRAM-METROPOLITAN MOBILITY AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND TEXAS DEPARTMENT OF TRANSPORTATION TO REIMBURSE THE COST OF EQUIPMENT PROVIDED FOR THE TRAFFIC SIGNALS ON ELDORADO PARKWAY WITHIN THE TOWN OF LITTLE ELM.

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 Surface Transportation Program-Metropolitan Mobility Agreement by and between the City of Frisco and Texas Department of Transportation to reimburse the City of Frisco for the cost of equipment provided for the traffic signals on Eldorado Parkway within the Town of Little Elm, 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

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

SURFACE TRANSPORTATION PROGRAM – METROPOLITAN MOBILITY AGREEMENT FOR STATE-CONTRACTED TRAFFIC SIGNAL CONSTRUCTION (WITH A MUNICIPALITY PROVIDING LIMITED MATERIALS OR LABOR)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and North Central Texas Council of Governments, a Metropolitan Planning Organization charted under the laws of the State of Texas, acting through the City of Frisco, called the "City," acting through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"), codified under Title 23 USC Section 101 et seq., authorizes funding for Metropolitan Planning at 23 USC subsection 104(f), which has been reauthorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA–LU"); and

WHEREAS, 23 USC §104 establishes a surface transportation program ("STP"); and

WHEREAS, 23 USC §134 establishes that Metropolitan Planning Organizations ("MPOs") and the States' Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 USC §120 establishes the Federal share of funding for STP programs involving the procurement and installation of traffic signals as defined elsewhere in this agreement; and

WHEREAS, the State is empowered under existing laws to operate and maintain a system of highways and roadways for public use and benefit; and

WHEREAS, the City has requested the State to reimburse the Federal allowable percentage of the cost of installing traffic signals and other items directly related to the operation of an intersection at the intersections established in this agreement, called the "Project;" and

WHEREAS, the Project has been designated as a federal-aid project and, thus, this agreement shall be made in accordance with Federal Highway Administration (FHWA) procedures and regulations; and

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Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

WHEREAS, the City has offered to participate in the development and construction of the Project as defined elsewhere in this agreement; and

WHEREAS, it is in the best interest of the City and the State for the City to assist the State by furnishing and installing traffic signal equipment on the Project; and

WHEREAS, the State will secure the federal cost share, and reimburse the City for their appropriate cost associated with the Project as defined elsewhere in this agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order No.112237 authorizing the Project through the State Transportation Improvement Program; and

WHEREAS, the Governing Body of the City has approved entering into this agreement by resolution or ordinance dated _____, 20__, labeled Attachment A, which is attached to and made a part of this agreement; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Texas Transportation Code §221.002;

NOW THEREFORE, the State and the City agree as follows:

AGREEMENT

Article 1. Period of this Agreement

This agreement becomes effective on final execution by both parties and shall remain in effect as long as the traffic signal equipment furnished by the City is in operation at the described location and the signal project is incomplete, or unless otherwise terminated or modified as provided below.

Article 2. Scope of Work

A. **Signal Warranting Data.** The City shall collect, prepare, and provide to the State the required warranting and justification data for each signalized intersection contemplated in this agreement. The City shall provide the data to the State in a format approved by the State. Only those intersections that are warranted and approved by the State shall be eligible for signalization under this agreement.

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B. Intersection Locations.

1. All State-approved intersections which are on routes that are part of the State Highway System are listed in Attachment B, which is attached to and made a part of this agreement. These intersections are referred to as "on-system" intersections.
2. All State-approved intersections which are not on routes that are part of the State Highway System are listed in Attachment C, which is attached to and made a part of this agreement. These intersections are referred to as "off-system" intersections.

C. Design and Construction Responsibilities.

1. The City shall develop the construction plans and specifications associated with the installation of traffic signals at each intersection. The construction plans and specification require final approval by the State.
2. If indicated in the plans and specifications, the furnishing or installing of a portion of the traffic signal equipment may be part of the construction to be undertaken by the City.
3. The City's plans and specifications shall conform to the requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and use applicable Texas Department of Transportation standard specifications, special specifications, special provisions, and standard sheets.
4. The State will advertise for construction bids, let the construction contract, or otherwise provide for the construction and will supervise the construction as required by the construction plans and specifications. The State will secure the City's concurrence of the construction plans and specifications prior to the award of the construction contract.

D. Implementation Plan

1. If the Project includes any traffic signal systems, the City shall attach to this agreement an FHWA-approved Implementation Plan as Attachment D, which is made a part of this agreement.
2. The Implementation Plan shall address the operation and maintenance of the traffic signal systems after the Project is complete.

E. Any variations to the Scope of Work are provided in Attachment E, which is attached to and made a part of this agreement.

Article 3. Personnel, Equipment, and Material

A. The City shall use labor and supervisory personnel employed directly by the City.
B. All employees of the City assigned to this agreement shall have sufficient knowledge and experience to enable them to perform the duties assigned to them.
C. The State may require the City to remove any employee from the work authorized in this agreement if, in the sole opinion of the State, the work of that employee does not comply with this agreement or the conduct of that employee is detrimental to the Project.
D. All materials used for the work shall be new and undepreciated.

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Federal Highway Administration
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Not Research and Development

E. Reimbursement for the use of materials purchased by other than competitive bid procedures will be made only if:
   1. Those procedures are shown to be in the public interest; and
   2. The State has given prior approval for the use of materials.

F. The City shall use City-owned machinery, equipment, and vehicles for the work. In the event that the City does not have the necessary machinery, equipment, and vehicles, they may be rented or leased at the lowest bid price of those submitted by two or more approved bidders.

Article 4. Compensation

A. The maximum amount reimbursable by the State to the City under this agreement without modification is **$370,640.00**. A cost estimate of the traffic signal equipment furnished by the City under this agreement, labeled Attachment F, is attached to and made part of this agreement.

B. **Reimbursement of Costs to City.** The State will reimburse the City for costs incurred under this agreement, provided the City has paid from City funds those obligations previously billed.
   1. The State will reimburse the City up to 100% of the cost of furnishing or installing City traffic signal equipment according at the locations described in Attachment B.
   2. The State will pay up to 100% of the construction costs at the locations described in Attachment B.
   3. The State will reimburse the City up to N/A% of the cost of furnishing or installing City traffic signal equipment according at the locations described in Attachment C.
   4. The State will pay up to N/A% of the construction costs at the locations described in Attachment C.
   5. The State will reimburse the City for applicable labor, equipment use, materials, supplies, travel expenses, and warehouse or material handling charges.
   6. The State will not reimburse unsupported costs, costs incurred prior to the issuance of a written work order by the State, and costs incurred after final acceptance by the State.
   7. The State shall make payment to the City within thirty (30) days from the receipt of the City's request for payment contingent upon both:
      a. The State's:
         1) Acceptance of the completed Project; or
         2) Partial acceptance by letter, on a quarterly basis, wherever the work; and materials provided have been found by the State to satisfy the requirements of the plans and specifications; and
      b. The City's submission of an original and four copies of a request for payment:

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District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

To the following address: Texas Department of Transportation
Attn: Director of Operations
PO Box 133067
Dallas, TX 75313-3067

1) On the State's Form 132 Billing Statement or other type of invoice acceptable to the State; and
2) That documents the work performed and materials used through descriptions, quantities, unit prices, and extensions.

C. City Payments to State.

1. Thirty (30) days prior to the date set for the State to receive construction bids, the City shall remit payment to the state in the amount equal to:
   a. N/A% of the estimated bid items for locations described in Attachment C; and
   b. N/A% of the estimated engineering and contingencies (State inspection costs) for the bid items for locations described in Attachment C; and
   c. N/A% of the estimated State inspection costs for City furnished and/or installed traffic signal equipment for locations described in Attachment C; and
   d. N/A% of any federal non-participating costs.
2. It is estimated that the State inspection cost will be N/A% of construction cost.
3. The City check or warrant is $N/A.
4. Payments to the State shall be by check or warrant made payable to "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.
5. In the event it is determined by the State that the initial amount submitted by the City for construction of the project is insufficient to cover the State's costs, the City will within thirty (30) days from the State's written notification, make additional funding available to the State.
6. Following completion and the State's acceptance of the project, the State will make a final audit of all costs associated with the project. Upon completion of the final audit, any remaining funds due the City will be promptly returned.

D. The City shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the State the amount of those funds previously provided to it by the State.

E. If the City will perform any work under this agreement for which reimbursement will be provided by or through the State, the City must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the

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course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The City shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. The State in its discretion may deny reimbursement if the City has not designated a qualified individual to oversee the Project.

Article 5. Insurance

If this agreement authorizes the City or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 6. Responsibilities of the Parties

The State and the City agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 7. Progress

A. **Communications.** The City shall confer with the State during the progress of the Project. The City shall prepare and present all information that is requested by the State or is necessary for the State to evaluate the work performed by the City.
B. **Reports.** The City shall promptly advise the State in writing of events that may have a significant effect on the progress of the Project.
   1. The City shall promptly advise the State in writing of any problems, delays, or adverse conditions that will materially affect the ability to meet scheduled goals. This disclosure will be accompanied by statement of the action taken or contemplated and any State or federal assistance needed to resolve the situation.
   2. The City shall also promptly advise the State in writing of favorable developments or events that enable meeting goals sooner than anticipated.

Article 8. Inspection of Work

A. The State shall make frequent and complete inspection of all materials, equipment, and work to determine and permit certification that:

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1. They are in suitable condition for operation and maintenance by the City after completion; and
2. All applicable requirements of the plans and specifications are satisfied.

B. The City shall provide opportunities, facilities, and representative samples, as required by the State to perform the above inspections.

C. The State will promptly notify the City of any deficiencies determined by the above inspections and the City shall, without delay, take corrective action acceptable to the State.

Article 9. Maintenance, Retention, and Audit of Records

A. **Retention Period.** The City shall maintain all books, documents, papers, computer-generated files, accounting records, and all other evidence pertaining to costs incurred and work performed under this agreement, and shall make those materials available at its office during the time period covered and for four years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. **Availability.** The State, FHWA, United States Department of Transportation and its Office of the Inspector General, State Auditor's Office, United States Comptroller General, and any of their authorized representatives shall have access to the records for the purpose of making audits, examinations, excerpts, and transcriptions.

C. **State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

D. **Audit Timing.** The State will prepare an audit:
   1. Upon completion of the work authorized or early termination of the agreement to determine the amount of the work performed and materials furnished by the City at that time; and
   2. At any time it is deemed to be in the best interest of the State.

Article 10. Disputes

The State's decision on disputes regarding the responsibilities and obligations set forth in this agreement shall be final and binding.

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Article 11. Non-collusion

The City shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the City, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the City breaches or violates this warranty, the State shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 12. Termination and Remedies

A. **Causes.** This agreement shall remain in effect until the project is completed and accepted by all parties, unless the agreement is terminated by:
   1. Written agreement of the parties;
   2. Written notice from either party because the other party did not fulfill its contractual obligations;
   3. Written notice from the City, after the completion of preliminary engineering, specifications, and estimates, that it elects not to provide funding;
   4. The State if the Project is inactive for thirty-six months or longer and no expenditures have been charged against federal funds; or
   5. Thirty (30) days written notice from the State, with or without cause.

B. **Payments Due After Termination.**
   1. If the State terminates this agreement, the State shall not be liable for any costs other than those due at the time of termination.
   2. If this agreement is terminated under Article 12(A)(3) and the project does not proceed because of insufficient funds, the City shall reimburse the State for its reasonable actual costs incurred during the project.
   3. If this agreement is terminated under Article 12(A)(5), the City shall not incur costs during the thirty (30) days after notice is given if those costs are more than the costs incurred during the preceding thirty (30) days.

C. **Value of Completed Work.** The State shall determine the value of any work that has been performed at the time of termination. In determining the compensation for partial work, the State will consider
   1. Actual costs incurred in performing the work to the date of termination;
   2. The amount of work that was satisfactorily completed as of the date of termination;
   3. The value of the work that is usable by the State;
   4. The cost to the State of employing others to complete the required work;
   5. The time required to employ others to complete the work; and

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6. Any other factors that affect the value to the State of the work performed.

D. **Payment of Additional Costs.** If this agreement is terminated under Article 12(A)(2), the State may take over the project and complete the work. The City shall be liable to the State for any additional costs to the State caused by the termination.

E. **Excusable Delays.** Except with respect to subcontractors, the City will not be considered in default for any failure that arises out of causes beyond the control and without the negligence of the City. These include acts of God or the public enemy, acts of the Government in its sovereign immunity or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. **Surviving Requirements.** Except for provisions that specifically establish responsibilities that extend beyond the agreement period, termination and payment under this article extinguish the rights, duties, and obligations of the State and the City under this agreement.

G. **Remedies.**
1. Any costs incurred by the State arising from the termination of this agreement under Article 12(A)(2) or (3) shall be paid by the City.
2. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be pursued by either party and shall be cumulative.

Article 13. Compliance with Laws

A. **Compliance Requirement.** The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and licensing laws and regulations.

B. **Proof of Compliance.** At the request of the State, the City shall furnish satisfactory proof of its compliance with this article.

Article 14. Gratuities

A. **Employees Not To Benefit.** Employees of the State or the City shall not accept any benefits, gifts, or favors from any person doing business with, or who reasonably speaking may do business with the State or the City under this agreement.

B. **Liabiliity.** The State may terminate this agreement if the City or any other person who is doing business with or who reasonably speaking may do business with the State under this agreement offers benefits, gifts, or favors to State employees in violation of this policy.

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Article 15. Subcontracting

A. **Prior Approval.** The City shall not assign, subcontract, or transfer services related to the work under this agreement without the advance written approval of the State.
B. **Required Provisions.** All subcontracts shall include the provisions contained in this agreement and any other provisions required by law.
C. **City Responsibilities.** A subcontract does not relieve the City of any responsibilities under this agreement.

Article 16. Amendments to this Agreement

Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

Article 17. Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Article 18. Successors and Assigns

A. The City and the State bind themselves and their successors and assigns to each other party of this agreement and to the successors and assigns to each other party with regard to all covenants of this agreement.
B. The City shall not assign, subcontract, or otherwise transfer its interests in this agreement without the written approval of the State.

Article 19. Sole Agreement

This agreement constitutes the sole agreement between the parties concerning the Project and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Article 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the City certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently

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debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this agreement shall require any party to a subcontract or purchase order awarded under this agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

Article 21. Civil Rights Compliance

The City shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

Article 22. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The City shall adopt, in its totality, the State's federally approved DBE program.

C. The City shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The City shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The City shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the City signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-*

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recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Article 23. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 49 CFR § 18.36 and with the property management standard established in 49 CFR § 18.32.

Article 24. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Article 25. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the City shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the

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required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 26. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The City agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 27. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the City's fiscal year, the City must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the City's fiscal year, the City must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the City will be responsible for filing a report or statement as described above. The required annual filing

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shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 28. Notices

All notices to either party by the other under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the other party at the following addresses:

City	State
City of Frisco	Texas Department of Transportation
Director of Engineering Services	Director of Operations
6101 Frisco Square Blvd/3rd Floor	PO Box 133067
Frisco, TX 75034	Dallas, TX 75313-3067

All notices shall be deemed given on the date delivered or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and the request shall be carried out by the other party.

Article 29. Signatory Warranty

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

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

THE CITY

_____
Signature

_____
Type or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

William L. Hale, P.E.
Type or Printed Name

Dallas District Engineer
Title

_____
Date

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ATTACHMENT A
CITY RESOLUTION OR ORDINANCE

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ATTACHMENT B
ON-SYSTEM INTERSECTIONS

FM 720 AT ELDORADO PARKWAY (WEST CONNECTOR)

ELDORADO PARKWAY AT LOBO LANE

ELDORADO PARKWAY AT FIRE STATION EMERGENCY SIGNAL

ELDORADO PARKWAY AT CLARK/HARWICKE

ELDORADO PARKWAY AT HART ROAD

ELDORADO PARKWAY AT WYNFIELD DRIVE

ELDORADO PARKWAY AT PRESTON ON THE LAKES BLVD (4TH ST)

ELDORADO PARKWAY AT WITT ROAD

ELDORADO PARKWAY AT LITTLE ELM CONNECTOR (EAST CONNECTOR)

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ATTACHMENT C
OFF-SYSTEM INTERSECTIONS

NONE

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ATTACHMENT D
FHWA-APPROVED IMPLEMENTATION PLAN

NOT REQUIRED

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ATTACHMENT E
VARIATIONS TO SCOPE OF WORK

STATE TO COLLECT AND PREPARE THE WARRANTING DATA

STATE TO PREPARE PLANS

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ATTACHMENT F
COST ESTIMATE

The following table is an estimate of cost participation in the Project. This is only an estimate and final participation amounts will be based on actual costs.

Work Performed by the City							
Description	Total Estimated Cost	Federal Participation		State Participation		City Participation	
		%	Cost	%	Cost	%	Cost
Engineering							
On State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Off State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Construction							
On State System	$370,640.00	80%	$296,512.00	20%	$74,128.00	0%	$0.00
Off State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00

Work Performed by the State							
Description	Total Estimated Cost	Federal Participation		State Participation		City Participation	
		%	Cost	%	Cost	%	Cost
Engineering							
On State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Off State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Construction							
On State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Off State System	$0.00	0%	$0.00	0%	$0.00	0%	$0.00

State Costs for Review, Inspection, and Oversight of Work Performed by the City							
Description	Total Estimated Cost	Federal Participation		State Participation		City Participation	
		%	Cost	%	Cost	%	Cost
Direct State Costs							
Engineering	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Construction	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
Indirect State Costs	$0.00	0%	$0.00	0%	$0.00	0%	$0.00
		0%	$0.00	0%	$0.00	0%	$0.00

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Eldorado Pkwy (FM 720) Signal Equipment Reimbursement List

FM 720 at Eldorado Parkway (West Connector) - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	135	$110.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1631	$1,500.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$40,125.00

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Eldorado Parkway at Lobo Lane - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	175	$140.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1200	$1,100.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,755.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Fire Station Emergency Signal - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	63	$55.00
Ethernet Switch	1	$200.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Connectors for Belden 7921A	2	$10.00
3 foot cat5e patch cable	3	$10.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$14,645.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Clark/Harwicke - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	207	$165.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1334	$1,200.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,880.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower
Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Hart Road - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	197	$155.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1208	$1,100.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,770.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Wynfield Drive - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	61	$50.00
Video encoder	1	$700.00
Ethernet Switch	1	$200.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1277	$1,200.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,565.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Preston on the Lakes Blvd (4th St) - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	195	$155.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1222	$1,100.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,770.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Eldorado Parkway at Witt Road - Permanent Signal		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	182	$150.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	11	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	6	$12,600.00
Video Camera Assembly w/Mounting Hardware	6	$9,000.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	1191	$1,100.00
Coax Jumper, 4' (Rackvision to CX06)	6	$100.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$39,765.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower
Communication Equipment
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Eldorado Parkway at Little Elm Connector (East Connector) - installing new ped pole		
Item	Quantity	Total
Communication Equipment		
5.7 GHz PMP430 SM	1	$800.00
Outdoor rated cat5e cable	60	$50.00
Video encoder	1	$700.00
Ethernet Switch	2	$400.00
Ethernet Surge Suppression	1	$25.00
Canopy Power Supply	1	$10.00
Wireless Router	1	$75.00
Connectors for Belden 7921A	4	$10.00
3 foot cat5e patch cable	10	$30.00
6 foot BNC to BNC video cables	4	$30.00
Astrobracket	1	$65.00
10 foot riser	1	$50.00
TS2 Mini-Hub	1	$400.00
Rackvision Video Processor Card, 1-Channel	5	$11,500.00
Video Camera Assembly w/Mounting Hardware	5	$7,500.00
Card Rack and Power Supply	1	$600.00
Battery Backup	1	$3,800.00
7 foot Battery Backup Cable	1	$5.00
Siamese VIVDS Cable, LF	832	$925.00
Coax Jumper, 4' (Rackvision to CX06)	5	$85.00
VIVDS Power Panel w/LPU	1	$200.00
TS2 Signal Cabinet	1	$7,150.00
Naztec TS2 Signal Controllers	1	$2,465.00
		$36,875.00

CSJ # 1567-01-029
District #18/DAL
Code Chart 64 # 15400
Project: FM 720 at Eldorado, Lobo, Fire Station, Clark/Harwicke, Hart, Wynfield, Preston on the Lakes, Witt, Little Elm Connector, Water Tower Communication Equipment
Federal Highway Administration
CFDA # 20.205_____
Not Research and Development

Water Tower Communication Equipment		
Item	Quantity	Total
5.7 GHz PMP430 AP	2	$5,800.00
Outdoor rated cat5e cable	1,050	$700.00
Cluster Management Module - CMM4	1	$1,900.00
Ethernet Surge Suppression	1	$500.00
Power Supply	1	$700.00
PTP 600 Lite Backhaul	1	$14,500.00
PTP 500 Lite Backhaul	1	$7,500.00
LMR200, LF	100	$50.00
GPS Antenna	1	$300.00
LMR200 BNC connector	1	$10.00
LMR200 N connector	1	$10.00
Connectors for Belden 7921A	8	$20.00
Water Tower Crew Estimate	1	$8,500.00
		$40,490.00

Grand Total = $370,640.00

AGENDA ITEM #14.

CITY MANAGER'S OFFICE

CITY OF FRISCO

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

Memorandum

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

Thru: **George Purefoy, City Manager**

From: **Greg Ward, Deputy Chief Services Bureau**

CC: **Ron Patterson, Assistant City Manager**
Todd Renshaw, Police Chief

Date: **2/29/2012**

Re: **Grant application to support Police Department Personnel specializing in High Risk Lethality Domestic Violence cases.**

Action Requested: Consider and Act on a Resolution approving the submission of a grant application to the North Central Texas Council of Governments and the Office of the Governor, Criminal Justice Division for the funding under the Violence Against Women Act Grant Program and authorizing the submission of the grant application by the City Manager or his designee.

Background Information: The purpose of the VAWA Program is to assist in developing and implementing effective victim-centered law enforcement, prosecution, and court strategies to address violent crimes against women, and the development and enhancement of victim services in cases involving violent crimes against women. This resolution supports the submission of a grant application to the Office of the Governor, Criminal Justice Division for the funding of staff and equipment under the Violence Against Women Act Grant Program. The VAWA grant has a three-year priority cycle. This application is for a new position, in the amount of $72,433. The funding period for this grant is from September 1, 2012 – August 31, 2013. This grant does require a 35% match.

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

Financial Considerations: There is a cash match requirement of 35% for this grant. The match requirement will be met through a combination of in-kind and actual cash.

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

Thank you for your consideration of this item, if I can be of any support, please contact me at 972-292-6150 or by email at gward@friscotexas.gov.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS APPROVING THE TERMS AND CONDITIONS OF A GRANT APPLICATION TO THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE FUNDING OF A DETECTIVE DEDICATED TO INVESTIGATING HIGH RISK LETHALITY DOMESTIC VIOLENCE CASES; AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION BY THE CITY MANAGER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Frisco finds it in the best interest of the citizens of Frisco that the High Risk Lethality Domestic Violence Detective grant be continued and operated for the 2012-2013 Fiscal Year; and

WHEREAS, City of Frisco agrees to provide the required matching funds for the said project as required by the Violence Against Women Grant program grant application; and

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

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

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

The City of Frisco approves submission of the grant application for a dedicated High Risk Lethality Domestic Violence Detective to the Office of the Governor, Criminal Justice Division.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2012.

_____
Maher M. Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Grant Application Confirmation Number 2594101

Grant Application Title: High Risk Lethality Domestic Violence Detective

AGENDA ITEM #15.

PROGRESS IN MOTION

Department of Parks and Recreation
City of Frisco, Texas

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

From: **John E. Doshier, Parks Project Manager**

CC **George Purefoy, City Manager**
Henry J. Hill, Deputy City Manager
Rick Wieland, Director of Parks and Recreation
Dudley Raymond R.L.A., Parks Planning and Business Development Manager

Date: **February 21, 2012**

Subject: **Consider and act upon a recommendation by the Parks and Recreation Board to adopt a master plan for Pearson Park**

Action Requested: Staff requests that Council consider and act upon adopting the master plan for Pearson Park recommended by the Parks and Recreation Board.

Background Information: Pearson Farms homestead was purchased in 2010 and is 11.2 acres, located at 7500 Teel Parkway. There is an existing house and a small milking parlor on the property in which the previous owner, Charlie Pearson, resides in the home. An agreement between the City and Mr. Pearson allows Mr. Pearson to remain in the home, however construction may begin on the park after two years from the purchase of the land (August 5, 2010). The existing house will be removed in the future.

The first community meeting was held in October, 2011, 'on-site' with 25 citizens attending. Two plan concepts were presented and the group chose the plan they liked the best. All other suggestions and input from citizens was noted and analyzed by Newman, Jackson, Bieberstein, Inc. (NJB) to be included in the final master plan.

NJB implemented changes from citizen requests after the first meeting. A second community meeting was held on January 12, 2012 in conjunction with the monthly scheduled Parks and Recreation Board meeting. The 'Master Plan' was approved by the Board, with minor revisions.

These revisions were made and the end result from both citizen input and the Board's direction resulted in the attached 'Final Master Plan'.

Board Review/Citizen Input: The Parks and Recreation Board is aware of this project which is included in the 5 year capital improvement plan.

Alternatives:

- Approve
- Table
- Not Approve
- Direct staff to make changes

Financial Considerations: Funding for the Master Plan was from the Park Dedication Funds.

Supporting Documents:

- Final Master Plan
- Site Map

Staff Recommendation: Accept a recommendation by the Parks and Recreation Board to adopt the master plan for Pearson Park.

PEARSON PARK
FRISCO, TEXAS

PARK SIGN

WYNNGATE DR.

PARALLEL PARKING

REMOVE EXISTING FENCE

CIRCUIT TRAINING AREA, TYP., 3 TOTAL

PIPE RAIL FENCE

BERMS WITH ORNAMENTAL GRASSES, TYP.

OPEN PLAY AREA

OPEN PLAY AREA

BACKSTOP

BENCH

WINDMILL/ PUBLIC ART

WALK

TEEL PARKWAY

SPLIT RAIL FENCE

GARDEN

PAVILION & DRINKING FOUNTAIN

OPEN PLAY AREA

ANSLEY RD.

SHADE TREE ORCHARD

PICNIC TABLES UNDER TREES

NEW WALK TYP.

LINKED PLAYGROUND AREAS

PARALLEL PARKING

EXISTING WALK

DAIRY FARM TIMELINE WALK

MULTIPLE PURPOSE COURT

REMOVE EXISTING FENCE

EXIST. STORM SHELTER/ HISTORIC AREA/ CHARLIE PEARSON PLAQUE LOCATION

OPEN PLAY AREA

EXISTING FENCE TO POTENTIALLY REMAIN

PARK SIGN

SILO/ PUBLIC ART

RESTORED MILKING PARLOR

FINAL MASTER PLAN

GRAPHIC SCALE IN FEET

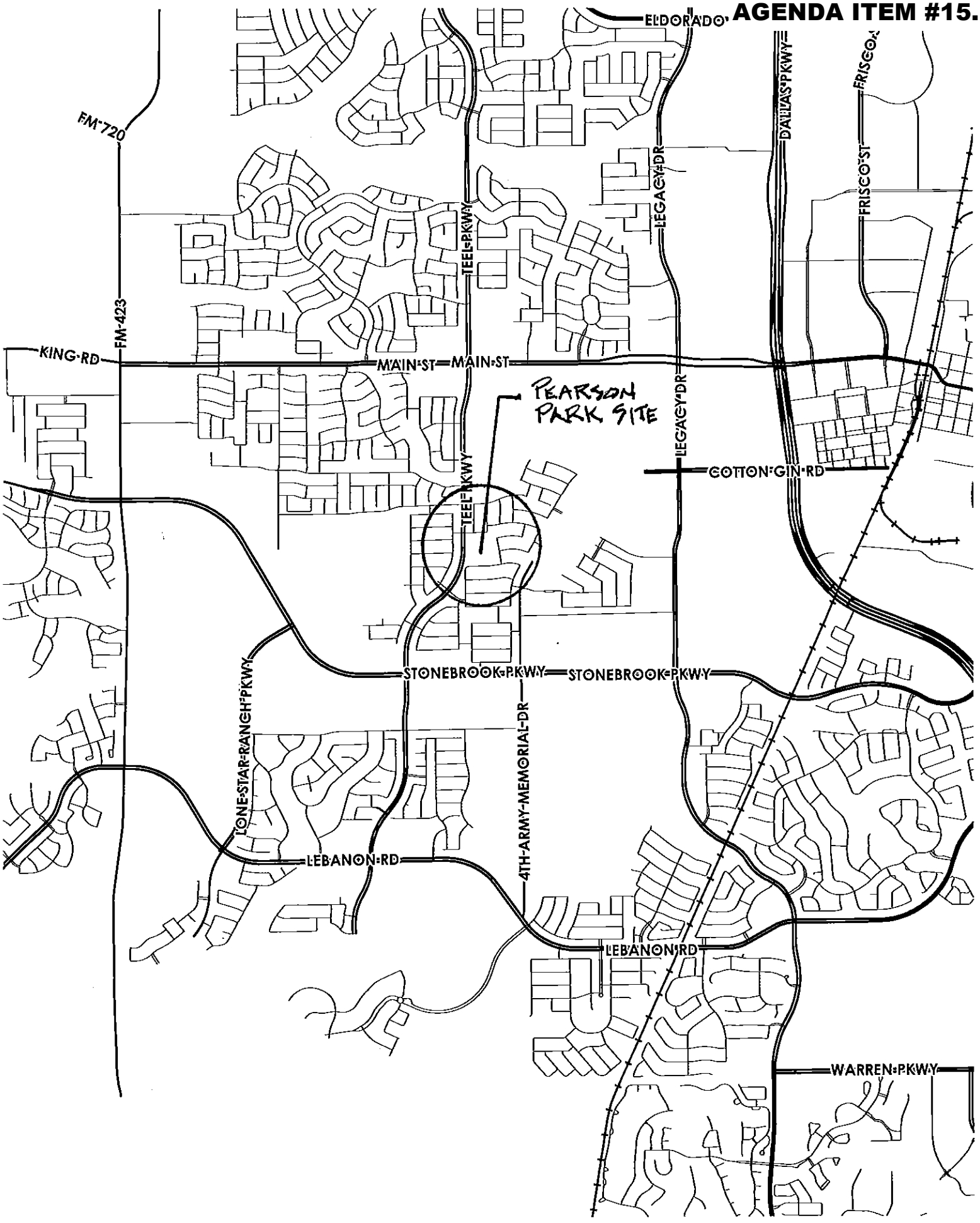
0 30 60 120 180

NORTH

02/06/2012

Newman, Jackson, Bieberstein Inc.
Landscape Architecture - Urban Design
Banner Place North
12770 Coit Road, Suite 210
Dallas, Texas 75251
tel: 972-233-2033
fax: 972-233-2022
njbinc@njbinc.net

FRISCO


ELDORADO
FM 720
FM 423
DALLAS PKWY
FRISCO
FRISCO ST
LEGACY DR
TEEL PKWY
KING RD
MAIN ST
MAIN ST
PEARSON PARK SITE
COTTON GIN RD
STONEBROOK PKWY
STONEBROOK PKWY
LONE STAR RANCH PKWY
4TH ARMY MEMORIAL DR
LEBANON RD
LEBANON RD
WARREN PKWY

AGENDA ITEM #16.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

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

From: **Dudley Raymond, RLA, Parks Planning and Business Development Manager**

Date: **2/27/2012**

Agenda Caption: Consider and act upon approving a resolution authorizing the City Manager to execute a contract by and between the City of Frisco and K. Hovnanian Homes –DFW LLC for Phase One Improvements to Miramonte Park.

Action Requested: Consider and act upon approving a resolution to execute a contract with K. Hovnanian Homes for the Phase One development of Miramonte Neighborhood Park.

Background Information: This agreement will facilitate the Phase One construction of park improvements on the park site. The City of Frisco purchased approximately 6 acres west of Hillcrest Road and north of Panther Creek Parkway, in 2009. The development has just recently moved forward and they have begun the construction of houses in this neighborhood.

This agreement will allow the developer to construct Phase One of the park improvements at a value of $168,505, in exchange for the $128,000 worth of park fees owed on this phase of the subdivision. Furthermore, the developer will assist in the maintenance of the area for two years. They will mow the area and keep the playground in good working order.

Phase One development consists of constructing sidewalks, concrete plaza and a playground area. Grading, limited landscaping and irrigation will also be constructed. As the adjacent property develops, it is anticipated that the City will negotiate with that property owner to acquire additional property to complete the

park. At some point in the future, when the exact size and configuration is known for the park, a master plan will be completed and the remainder of park improvements will be installed.

Board Review/Citizen Input: The Parks and Recreation Board is aware of the project.

Alternatives:

- Approve
- Table
- Not approve
- Direct Staff to make changes

Financial Considerations: Waiving fees owed on the property is the extent of the financial obligation of this agreement.

Legal Review: The City Attorney has drafted the agreement.

Supporting Documents:

- Copy of the agreement
- Resolution

Staff Recommendation: Authorize the City Manager to execute the agreement.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND K HOVNANIAN HOMES-DFW LLC FOR MIRAMONTE PARK IMPROVEMENTS.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and K Hovnanian Homes – DFW LLC for Miramonte Park improvements, a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS the _____ day of _____, 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 Manager
City of Frisco, Texas
6101 Frisco Square Blvd., 5th Floor West
Frisco, Texas 75034

FACILITIES CONSTRUCTION, USE AND MAINTENANCE AGREEMENT

(Miramonte Park, Phase 1)

THIS FACILITIES CONSTRUCTION, USE AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of this ____ day of February, 2012 ("Effective Date"), by and among, the City of Frisco, Texas, a Texas Home-Rule municipal corporation ("Frisco") and K. Hovnanian Homes – DFW, L.L.C. a Texas limited liability company ("Developer") on the terms and conditions hereinafter set forth. Frisco and Developer are individually and collectively referred to herein, respectively as "Party" and "Parties".

WIT N E SSE T H:

WHEREAS, Frisco owns 6.104 ± acres situated in the Collin County School Land Survey, Abstract No. 155 , Frisco, Collin County, Texas, as more particularly described in ***Exhibit "A"***, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Developer owns 28.509 ± acres situated in the Collin County School Land Survey, Abstract No. 155, Frisco, Collin County, Texas, as more particularly described in ***Exhibit "B"***, attached hereto and incorporated herein for all purposes (the "Developer Property"); and

WHEREAS, Developer desires to fulfill its obligation to dedicate parkland and/or pay park fees with respect to the Developer Property, as prescribed in Ordinance No. 93-04-04, amended by Ordinance Nos. 97-01-02, 00- 03-31, 01-08-53 and 02-09-97, as they exist or may be hereafter amended (individually and collectively, "Park Fee Ordinance") as set forth herein; and

WHEREAS, Developer agrees to design, construct and make certain improvements ("Improvements"), as more particularly described in ***Exhibit "C"***, attached hereto and incorporated herein for all purposes, and as part of the overall Master Plan for Miramonte Park, as more generally depicted on ***Exhibit "D"***, attached hereto and incorporated herein for all purposes; and

WHEREAS, the Improvements shall be located on a portion of the Property known as Miramonte Park, Phase 1, as more generally depicted on ***Exhibit "E"***, attached hereto and incorporated herein for all purposes ("Park Property"); and

WHEREAS, Frisco agrees that once design and construction of the Improvements are completed and finally accepted by Frisco, as set forth below, during the Developer Maintenance Period (as hereinafter defined), Developer shall be responsible for maintaining and repairing landscaping (including mowing) and temporary irrigation (including any necessary repairs to the temporary irrigation system, and subject to the Developer's right to remove such temporary irrigation improvements pursuant to the terms hereof) within the Park Property and the Improvements, for ensuring the area around the playground and trail is maintained in a neat, clean and orderly fashion; all such maintenance and repair obligations shall be in accordance with any and all applicable, ordinances, rules and regulations, as they exist or may be amended, and which shall be consistent with other Frisco-owned parks (collectively "Maintenance Obligations").

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

1. **Land Subject to Agreement**. The Park Property and the Developer Property are the subject of this Agreement. Developer represents and warrants that it is the sole owner of the Developer Property. Frisco represents and warrants that it is the sole owner of the Park Property and is (or will be) the beneficiary of easement(s), as solely determined by Frisco and which must be secured at Frisco's sole cost and expense, ("Easements") permitting construction and location of the Improvements, and public use thereof, on portions of the Park Property owned by Prosper I.S.D. ("Prosper I.S.D Land"), as more generally depicted on ***Exhibit "E"***, attached hereto ("I.S.D. Improvements"). Unless expressly provided otherwise, all references to the Improvements herein shall include the I.S.D. Improvements.

2. **Construction of Improvements on the Park Property/Estimated Costs of Improvements.**

(a) Developer, at its sole cost and expense, shall construct the Improvements. The design and Improvements' plans must be approved, in writing, by the Frisco Parks and Recreation Department (which approval shall not be unreasonably withheld, conditioned or delayed) and shall comply with any and all applicable ordinances, rules and regulations of Frisco, as they exist at the time of such plan approval ("Approved Plans"). The Improvements shall be constructed and made in accordance with all applicable ordinances, rules and regulations of Frisco, as they exist or may be amended. Provided, however, the Improvements consisting of the playground equipment, as described in ***Exhibit "C"***, attached hereto, must be provided by the American Parks Company and/or Gametime ("Playground Equipment"). Prior to Frisco's Final Acceptance (hereinafter defined) of the Improvements, Developer shall, at its sole cost and expense, be required to provide and tender to Frisco a written, independent safety audit/inspection performed by a Certified

Playground Safety Inspector (as defined and certified by the National Recreation and Parks Association) of the Playground Equipment ("Inspection"). The phrase "Final Acceptance" as used in this Agreement shall mean and be conditioned upon: (i) Developer not being in breach of this Agreement; and (ii) the Improvements complying with the Approved Plans. The Inspection must be provided for the benefit of Frisco and must obtain an acknowledgment and agreement that Frisco shall be entitled to rely upon said Inspection. Should the Inspection identify any items found not in compliance (individually and collectively, "Non-Compliance") with the latest applicable American Society for Testing of Materials, Consumer Product Safety Commission and/or the American with Disabilities Act (collectively, "Standards"), Developer shall, at its sole cost and expense, be required to remedy the Non-Compliance prior to Frisco's Final Acceptance of the Improvements. In addition to any other requirements for Frisco's Final Acceptance of the Improvements, Developer shall be required to submit an Affidavit, in a form reasonably approved by Frisco, representing and warranting that the Non-Compliance has been remedied in accordance with the Standards. Notwithstanding anything to the contrary contained herein, the completion of and Developer's obligations with respect to the portion of the I.S.D. Improvements is expressly conditioned upon Frisco securing the Easements.

(b) Developer represents and warrants that the estimated construction costs ("Estimated Construction Costs") of the Improvements are One Hundred Sixty-Eight Thousand, Five Hundred Five and No/100 Dollars ($168,505.00), as delineated in ***Exhibit "C"***, attached hereto. Developer represents and warrants that the actual costs to design, construct and make the Improvements shall not, under any circumstance, be any less that the Estimated Construction Costs, of which Developer hereby covenants and agrees to spend at least Thirty-Six Thousand and No/100 Dollars ($36,000.00) of the cost of the Improvements constructed and/or installed by Developer within the Park Property pursuant hereto on the Playground Equipment.

3. **Commencement and Completion of Improvements.** Developer shall commence design of the Improvements within sixty (60) days of the Effective Date, and the construction of the Improvements must be completed and finally accepted by Frisco upon the expiration of twelve (12) months following the Effective Date ("Completion Date"), otherwise, Developer shall be subject to the remedies set forth in Paragraph 9 below. No construction of the I.S.D. Improvements shall be required until Frisco secures the Easements, provided however, design of all of the Improvements, including the I.S.D. Improvements, shall commence within sixty (60) days of the Effective Date. Developer shall commence construction of all other portions of the Improvements regardless of when Frisco secures the Easements for the I.S.D. Improvements. Upon Frisco securing the Easements, Developer shall commence construction of the I.S.D. Improvements within thirty (30) days of Frisco securing the same and shall complete the I.S.D. Improvements no later than the Completion Date or thirty (30) days following the Completion Date ("Additional Time") if Frisco agrees, in writing, to the Additional Time to complete the I.S.D. Improvements, said agreement not to be unreasonably withheld, delayed, conditioned or denied. Notwithstanding anything to the contrary herein, if Frisco is unable to secure the Easements so that Developer can reasonably complete the I.S.D. Improvements by the

Completion Date or the expiration of the Additional Time, Developer shall not be required to construct the I.S.D. Improvements, but Developer shall be required to pay Frisco the value of the trail not installed as part of the I.S.D. Improvements (the "I.S.D. Improvements Value"), said I.S.D. Improvements Value must be approved, in writing, by Frisco, said approval not to be unreasonably withheld, delayed, conditioned or denied; provided, however, in no event shall the I.S.D. Improvements Value and the actual costs (as evidenced by receipts, paid invoices or any other evidence reasonably required by Frisco) to construct and make the Improvements (other than the I.S.D. Improvements) be in the aggregate in excess of the Estimated Construction Costs.

4. **Satisfaction of Obligations Under the Park Fee Ordinance for Developer Property.**

(a) Pursuant to the Park Fee Ordinance, the fees owed on the Developer Property are One Hundred Twenty-Eight Thousand and 02/100 Dollars ($128,000.02) ("Park Fees"). The Parties acknowledge and agree that the Estimated Construction Costs, and ultimately the actual costs, of the Improvements exceed the Park Fees ("Park Fees Credit"). Should the actual costs (as evidenced by receipts, paid invoices or any other evidence reasonably required by Frisco) to construct and make the Improvements be less than the Park Fees ("Cost Difference"), the Park Fees Credit shall automatically be reduced by the Cost Difference, and Developer shall be required to tender the Cost Difference to Frisco prior to Developer receiving the reduced Park Fees Credit and Frisco finally accepting the Improvements.

(b) 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 any of the matters set forth herein, including but not limited to, actual costs paid by Developer to construct and make the Improvements which might exceed the Park Fees.

(c) The Park Fees Credit applies to the Developer Property, and the Park Fees Credit, or any portion thereof, shall not be transferrable to any other property, regardless of whether such other property is owned by Developer.

(d) Prior to Frisco finally accepting the Improvements and Developer receiving the Park Fees Credit, or any portion thereof, on the Developer Property, Developer shall tender to Frisco evidence, in a form(s) reasonably acceptable to Frisco, that all of the costs of the Improvements have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens from contractors, suppliers, vendors and/or any other third parties providing goods or services related to the Improvements and any other evidence reasonably required by City.

5. **Developer's Maintenance Obligations.** Upon completion and Final Acceptance by Frisco of the Improvements, Frisco shall be solely liable and responsible for the Park Property and Improvements; provided, however, that for a period of two (2) years after

Frisco finally accepts the Improvements ("Developer Maintenance Period"), Developer shall, at its sole cost and expense, be responsible for all, responsibilities and obligations associated in any way with the Maintenance Obligations. Developer may, as necessary and at its sole cost and expense, employ contractors or subcontractors to perform its Maintenance Obligations. From and after the expiration of the Developer Maintenance Period, Frisco shall be solely liable and responsible for the maintenance and repair of the Park Property and Improvements. Prior to Frisco's Final Acceptance of the Improvements, Developer shall assign (at no cost or expense to Developer) any warranties related to such Improvements, to the extent same are assignable. Notwithstanding anything to the contrary contained herein, Frisco and Developer hereby acknowledge and agree that the temporary irrigation improvements constructed and/or installed by Developer within the Park Property pursuant to this Agreement may be removed by Developer during the Developer Maintenance Period once the landscaping installed by Developer as part of the Improvements within the Park Property have become established, as reasonably determined by Frisco.

6. **Incidents.** Each Party shall communicate with the other Party any concerns with regard to, among other things, the condition, functionality, performance, safety and/or integrity of the Improvements and/or the Park Property which is, in any way, questioned, compromised and/or jeopardized. Additionally, all accidents to persons or damage to the Improvements and/or the Park Property shall be reported by the Party receiving the report and/or having knowledge of the accident or damage to the other Party: (i) verbally within forty-eight (48) hours, said notice may include, among other things, leaving a voicemail message at the contact number identified in Paragraph 16 below; and (ii) in writing within five (5) business days from the date of such accident or damage.

7. **Inspections.** Although not obligated in any way to do so, Frisco may, from time to time, inspect the Improvements and/or Park Property to determine if the Maintenance Obligations are being properly maintained by Developer in accordance with this Agreement. If Frisco determines that Developer is not performing its Maintenance Obligations during the Developer Maintenance Period in accordance with this Agreement, Frisco will notify Developer in writing, specifying the deficiencies. If Developer does not remedy such deficiencies within thirty (30) days of the date of the notice, Frisco will have the option of performing the necessary Maintenance Obligations, and Developer shall be liable to Frisco for all reasonable and actual costs incurred with respect to performance of such Maintenance Obligations by Frisco during the Developer Maintenance Period.

8. **Insurance.**

(a) Developer shall, at its sole cost and expense, procure and maintain, prior to commencing construction of any of the Improvements and continuing throughout the Developer Maintenance Period, insurance against claims for injuries to persons (including death) and/or damages to property which may arise from or in connection with its performance of this Agreement, including without any limitation, coverage for any work subcontracted with any other person or entity, insurance against claims for injuries to

persons (including death) and/or damages to property which may arise from or in connection with its performance thereunder, in the following amounts:

General Liability insurance for personal injury (including death) and property damage	$1 Million Dollars per occurrence $2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Worker's compensation insurance	as required by state law

(b) All insurance and certificate(s) of insurance shall contain the following provisions:

(1) name Frisco, its City Council Members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. This coverage is primary to all other coverage Frisco may possess. A contractor's insurance shall also name Developer and Frisco as additional insureds;

(2) provide for at least thirty (30) days prior written notice to Frisco for cancellation, non-renewal, or material change of the insurance. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACCORD certificates; and

(3) provide for a waiver of subrogation against Frisco for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) 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.

(d) A certificate of insurance evidencing Developer's required insurance shall be submitted within ten (10) days of Developer's execution of this Agreement. A certificate of insurance evidencing a contractor's required insurance shall be submitted within ten (10) days of the execution of any contract.

9. **Default.** (a) If Developer fails to comply with the provisions of this Agreement with respect to the design and/or completion and Final Acceptance by Frisco of the Improvements, Frisco shall have the following remedies:

(i) to require the immediate payment of all Park Fees owed on the Developer Property, without reimbursement and/or credit to Developer for any work commenced,

completed or partially completed; and/or

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

(iii) to refuse to accept all or any portion of the Improvements; and/or

(iv) to seek specific enforcement of this Agreement.

(b) If Developer fails to comply with the provisions of this Agreement with respect to the Maintenance Obligations, in addition to the remedy expressly set forth in Paragraph 7 hereof, Frisco shall have the right to seek specific enforcement of this Agreement.

(c) In the event Frisco fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

10. INDEMNIFICATION. (A) DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF FRISCO (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF

ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER,AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. IN THIS CONNECTION, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FOR FRISCO'S, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATNES AND/OR EMPLOYEES, OWN NEGLIGENCE, IN WHATEVER FORM, ARISING OUT OF ANY ACT OR OMISSION, TAKEN OR FAILED TO BE TAKEN BY FRISCO, RELATING IN ANY MANNER TO THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF CAUSE OR ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF FRISCO. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS, AND FRISCO IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT FRISCO (WITHOUT WANING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN DEVELOPER 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 DEVELOPER FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY DEVELOPER 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 DEVELOPER WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT.

(B) IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY

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 ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. 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 AGREEMENT. IF 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.

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

11. **Limitations of Agreement.** The parties hereto acknowledge that except as otherwise expressly provided herein, Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare, water and sewer impact fees, park 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 other ordinance, whether now existing or in the future arising.

12. **Covenant Running with the Land.** This Agreement shall be a covenant running with the land and the Developer Property and shall be binding upon Developer, Frisco, and their respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Collin County, Texas.

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

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

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

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) NUISANCE; AND/OR

(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST FRISCO FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF 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 PLACES ON FRISCO'S INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT OF THE DEVELOPER PROPERTY.

(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 MAYBE 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 EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER 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 PRECEDENT 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 PARTNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, , GRANTEES AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

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

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

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

14. **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 Developer 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 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.

15. **No Agency Created.** Frisco and Developer agree and acknowledge that each entity is not an agent of the other entity and that each entity is, unless otherwise provided herein, responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

16. **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
Attn: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

With a copy to:

Abernathy, Roeder, Boyd and Joplin, P.C.
Attn: Rebecca Brewer
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044

If to Developer, addressed to it at:

K. Hovnanian Homes -DFW, L.L.C
Attn: Jimmy Brownlee
DFW Region President
5808 Plano Parkway
Plano, Texas 75093
Telephone: (469) 737-1442
Facsimile: (972) 407-6226

With a copy to:

Liechty & McGinnis, LLP
Attn: Hilary Tyson
11910 Greenville Avenue, Suite 400
Dallas, Texas 75243
Telephone: (214) 265-0008
Facsimile: (214) 265-0615

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

18. **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.

19. **Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

20. **Force Majeure.** Notwithstanding anything herein to the contrary, no Party shall be liable for the failure to perform its duties described herein if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, Act of God, or other similar or different contingency beyond the reasonable control of the subject Party.

21. **Compliance with Law.** The Parties hereto shall observe and comply with all applicable federal, state and local laws, rules, ordinances and regulations, as they exist or may be amended, that affect, in any way, directly or indirectly, the construction of the Improvements and the Maintenance Obligations.

22. **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.

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

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

25. **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.

26. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the

same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

28. **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.

29. **Sovereign Immunity.** The Parties agree that Frisco has not waived its sovereign immunity and/or another limitation of liability by entering into and performing its obligations under this Agreement.

30. **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.

31. **Assignment/Binding Effect.** This Agreement is not assignable without the prior written consent of Frisco. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, directors, heirs, executors, administrators, legal representatives, grantees, successors and/or assigns, as authorized herein.

32. **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.

33. **Cumulative Remedies.** All rights and remedies of Frisco and Developer under Paragraph 9 shall be cumulative, and none shall exclude, unless otherwise provided herein, any other right or remedy provided by law, or by any other provision of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

34. **Indemnification.** The parties agree that the Indemnity provisions set forth in Paragraphs 10 and 13 herein are conspicuous, and the Parties have read and understood the same.

35. **Reference to Developer.** When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, successors, assignees, as authorized herein, grantees and/or any other third party for whom Developer

is legally responsible.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

K. Hovnanian Homes - DFW, L.L.C,
a Texas Limited Liability Company

By: Jimmy Brownlee
Jimmy Brownlee
DFW Region President

City of Frisco, Texas,
a Texas home-rule municipality

By: _____
George Purefoy - City Manager

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME 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 FEBRUARY, 2012.

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

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JIMMY BROWNLEE**, 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 DFW REGION PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **K. HOVNANIAN HOMES - DFW, L.L.C.**, TEXAS LIMITED LIABILITY COMPANY, 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 15th DAY OF FEBRUARY, 2012.

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

BRENDA KAY DANCER
MY COMMISSION EXPIRES
April 22, 2013

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

METES & BOUNDS DESCRIPTION

BEING a 6.104 acre tract of land located in the Collin County School Land Survey, Abstract No. 155, in the City of Frisco, Collin County, Texas, being a portion of a called 59.925 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to Hillcrest 306 Partners, L.P., filed for record in County Clerk's Instrument No. 20060808001130870, Deed Records, Collin County, Texas, said 6.104 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found (controlling monument) for the northeast corner of said called 59.925 acre tract of land, same being the northwest corner of a called 21.569 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to Hillcrest 306 Partners, L.P., filed for record in County Clerk's Instrument No. 20060808001130880, of said Deed Records, and being on the south line of a called 160.7 acre tract of land as described in the Special Warranty Deed to Rock Hill Enterprises, L.P., filed for a record in County Clerk's Instrument No. 20070130000135950, of said Deed Records;

THENCE North 89 degrees 57 minutes 31 seconds West, along the north line of said called 59.925 acre tract of land, common to the south line of said called 160.7 acre tract of land, a distance of 224.57 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" for the POINT OF BEGINNING;

THENCE Southerly, departing said common line, and over and across said called 59.925 acre tract of land, the following calls:

South 21 degrees 44 minutes 12 seconds West, a distance of 126.14 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 04 degrees 02 minutes 54 seconds West, a distance of 278.50 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 57 degrees 01 minutes 49 seconds West, a distance of 199.55 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 80 degrees 34 minutes 28 seconds West, a distance of 64.29 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 51 degrees 14 minutes 55 seconds West, a distance of 151.80 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 10 degrees 54 minutes 28 seconds West, a distance of 86.67 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 31 degrees 59 minutes 38 seconds East, a distance of 97.49 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

North 89 degrees 57 minutes 31 seconds West, a distance of 120.93 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" for the southwest corner of the herein described tract of land, same being the southeast corner of a called 8.998 acre tract of land as described in the Special Warranty Deed to Prosper Independent School District, filed for record in County Clerk's Instrument No. 20080220000199970, of said Deed Records;

THENCE North 00 degrees 02 minutes 29 seconds East, along the east line of said called 8.998 acre tract of land, a distance of 577.83 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" at the beginning of a non-tangent curve to the right having a radius of 55.00 feet;

THENCE along said non-tangent curve to the right, and in a northwesterly direction, through a central angle of 03 degrees 37 minutes 01 seconds, an arc length of 3.47 feet, and having a long chord which bears North 67 degrees 08 minutes 49 seconds West, a chord length of 3.47 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

THENCE North 89 degrees 57 minutes 31 seconds West, along the north line of said called 8.998 acre tract of land, a distance of 82.28 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" at the beginning of a non-tangent curve to the left having a radius of 55.00 feet;

THENCE along said non-tangent curve to the left, and in a northeasterly direction, through a central angle of 264 degrees 44 minutes 33 seconds, an arc length of 254.13 feet, and having a long chord which bears North 42 degrees 22 minutes 17 seconds West, a chord length of 81.27 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

THENCE North 00 degrees 02 minutes 29 seconds East, a distance of 138.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" on the north line of said called 59.925 acre tract of land, common to the south line of said called 160.7 acre tract of land;

THENCE South 89 degrees 57 minutes 31 seconds East, along said common line, a distance of 641.00 feet to the POINT OF BEGINNING and containing 6.104 acres (265,893 square feet) of land.

EXHIBIT "B"
LEGAL DESCRIPTION OF DEVELOPER PROPERTY

BEING a 28.509 acre tract of land located in the Collin County School Land Survey, Abstract No. 155, City of Frisco, Collin County, Texas, being a portion of a called 59.925 acre tract of land described in the Special Warranty Deed with Vendor's Lien to Hillcrest 306 Partners, L.P., filed for record in County Clerk Instrument No. 20060808001130870, Deed Records, Collin County, Texas, said 28.509 acre tract of land being more particularly described by metes & bounds as follows;

BEGINNING at a 1/2 inch capped iron rod found stamped "USA Inc" (controlling monument) for the northeast corner of Crown Ridge, Phase 1, an addition to the City of Frisco, Collin County, Texas, according to the plat recorded in Cabinet R, Pages 88 & 89, Plat Records, Collin County, Texas, and being the southeast corner of Crown Ridge, Phase 2, an addition to the City of Frisco, Collin County, Texas, according to the plat recorded in Volume 2008, Page 93, of said Plat Records, also being on the west line of said called 59.925 acre tract of land;

THENCE North 00 degrees 02 minutes 28 seconds West, along said west line, a distance of 373.04 feet, to a 3/8 inch iron rod found for the northwest corner of said called 59.925 acre tract of land, same being the southwest corner of a called 160.7 acre tract of land as described in the Special Warranty Deed to Rock Hill Enterprises Limited Partnership, filed for record in County Clerk's Instrument No. 20070130000135950, Official Public Records, Collin County, Texas;

THENCE South 89 degrees 57 minutes 31 seconds East, along the north line of said called 59.925 acre tract of land, common to the south line of said called 160.7 acre tract of land, a distance of 1084.66 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", from which a 1/2 inch iron rod found for the northeast corner of said called 59.925 acre tract of land bears South 89 degrees 57 minutes 31 seconds East, a distance of 865.56 feet;

THENCE South 00 degrees 02 minutes 29 seconds West, departing said common line, and over and across said called 59.925 acre tract of land, a distance of 138.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", being at the beginning of a non-tangent curve to the right having a radius point that bears South 84 degrees 44 minutes 33 seconds East, a distance of 55.00 feet;

THENCE along said non-tangent curve to the right, and in a southeasterly direction, through a central angle of 264 degrees 44 minutes 33 seconds, an arc length of 254.13 feet, and having a long chord which bears South 42 degrees 22 minutes 17 seconds East, a chord length of 81.27 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" in the north line of a called 8.998 acre tract of land as described in the Special Warranty Deed to Prosper Independent School District, filed for record in County Clerk's Instrument No. 20080220000199970, of said Official Public Records;

THENCE along the north, west, and south lines of said called 8.998 acre tract of land, the following calls:

North 89 degrees 57 minutes 31 seconds West, a distance of 620.81 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 45 degrees 02 minutes 29 seconds West, a distance of 14.14 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";
South 00 degrees 02 minutes 29 seconds West, a distance of 527.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 44 degrees 57 minutes 31 seconds East, a distance of 14.14 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 89 degrees 57 minutes 31 seconds East, a distance of 631.34 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", being at the beginning of a non-tangent curve to the right having a radius of 55.00 feet;

Along said non-tangent curve to the right, and in a southeasterly direction, through a central angle of 95 degrees 42 minutes 48 seconds, and arc length of 91.88 feet, and having a long chord which bears South 66 degrees 43 minutes 18 seconds East, a chord length of 81.56 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", being the southeast corner of said called 8.998 acre tract of land;

THENCE continuing over and across said called 59.925 acre tract of land, the following calls:

South 28 degrees 54 minutes 17 seconds East, a distance of 84.91 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 24 degrees 24 minutes 29 seconds East, a distance of 52.84 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 00 degrees 41 minutes 05 seconds East, a distance of 17.82 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 06 degrees 40 minutes 31 seconds East, a distance of 65.45 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 00 degrees 02 minutes 29 seconds West, a distance of 71.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 02 degrees 11 minutes 25 seconds East, a distance of 63.53 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 28 degrees 28 minutes 03 seconds West, a distance of 105.05 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 34 degrees 40 minutes 32 seconds West, a distance of 39.42 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

South 02 degrees 28 minutes 20 seconds East, a distance of 80.00 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" on the north right-of-way line of Panther Creek Parkway, a variable width right-of-way, being the beginning of a non-tangent curve to the left having a radius of 1500.00 feet;

THENCE along said north right-of-way line, the following calls:

Along said non-tangent curve to the left, and in westerly direction, through a central angle of 02 degrees 34 minutes 01 seconds, an arc length of 67.20 feet, and having a long chord which bears South 86 degrees 14 minutes 40 seconds West, a chord length of 67.19 feet, to a 1/2 inch capped iron rod found stamped "JBI", being the beginning of a reverse curve having a radius of 2000.00 feet;

Along said reverse curve, and in a westerly direction, through a central angle of 05 degrees 10 minutes 40 seconds, an arc length of 180.74 feet, and having a long chord which bears South 87 degrees 30 minutes 19 seconds West, a chord length of 180.68 feet, to a 1/2 inch capped iron rod found stamped "JBI";

South 89 degrees 59 minutes 18 seconds West, a distance of 632.57 feet, to a 1/2 inch capped iron rod found stamped "JBI", being the beginning of a non-tangent curve to the right having a radius of 1500.00 feet;

Along said non-tangent curve to the right, and in a westerly direction, through a central angle of 13 degrees 20 minutes 18 seconds, an arc length of 349.20 feet, and having a long chord which bears North 83 degrees 30 minutes 04 seconds West, a chord length of 348.41 feet, to a 1/2 inch capped iron rod found stamped "JBI" (controlling monument) for the southwest corner of said 59.925 acre tract of land;

THENCE North 00 degrees 15 minutes 51 seconds West, departing said north right-of-way line and along the west line of said called 59.925 acre tract of land, a distance of 58.15 feet, to a 1/2 inch capped iron rod found stamped "JBI";

THENCE North 00 degrees 06 minutes 15 seconds West, continuing along said west line, a distance of 864.30 feet, to the **POINT OF BEGINNING** and containing 28.509 acres (1,241,864 square feet) of land, more or less.

EXHIBIT "C"
DESCRIPTION OF IMPROVEMENTS AND ESTIMATED CONSTRUCTION COSTS

Revised Preliminary Cost Estimate
Phase 1 Improvements
Mira Monte Park - Frisco, Texas
JBI Project No. KHV005
2/7/2012

PHASE 1					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Silt fence and erosion control	800	LF	$2.00	$1,600.00
2.	Clearing and Grubbing	1	LS	$4,000.00	$4,000.00
3	Site grading	1	LS	$7,000.00	$7,000.00
4	8' wide, 5" thick concrete trail paving	6,050	SF	$5.00	$30,250.00
5	Playground area concrete paving	1,160	SF	$4.50	$5,220.00
6	6' wide, 5" thick concrete trail paving	1,770	SF	$4.50	$7,965.00
7	Park benches	3	EA	$850.00	$2,550.00
8	Concrete Playground Edge	325	EA	$32.00	$10,400.00
9	12" depth engineered wood fiber playground surface	4,500	SF	$3.00	$13,500.00
10	Subsurface drainage system	240	LF	$18.00	$4,320.00
11	3" gravel layer including separator fabric	42	CY	$50.00	$2,100.00
12	Play ground equipment including additions to existing 2-5	1	EA	$36,000.00	$36,000.00
13	Playground equipment installation	1	LS	$14,400.00	$14,400.00
14	Bermuda grass sod (along new pavement edges and disturbed areas)	1,800	SY	$3.50	$6,300.00
15	Saw Cut and remove existing sidewalk paving	150	SF	$4.00	$600.00
16	Design Fees	1	LS	$17,300.00	$17,300.00
17	Construction Administration / Playground Audit	1	LS	$5,000.00	$5,000.00
	TOTAL ESTIMATED PHASE 1 PARK CONSTRUCTION				$168,505.00

EXHIBIT "D"
GENERAL DEPICTION OF MASTER PLAN FOR MIRAMONTE PARK

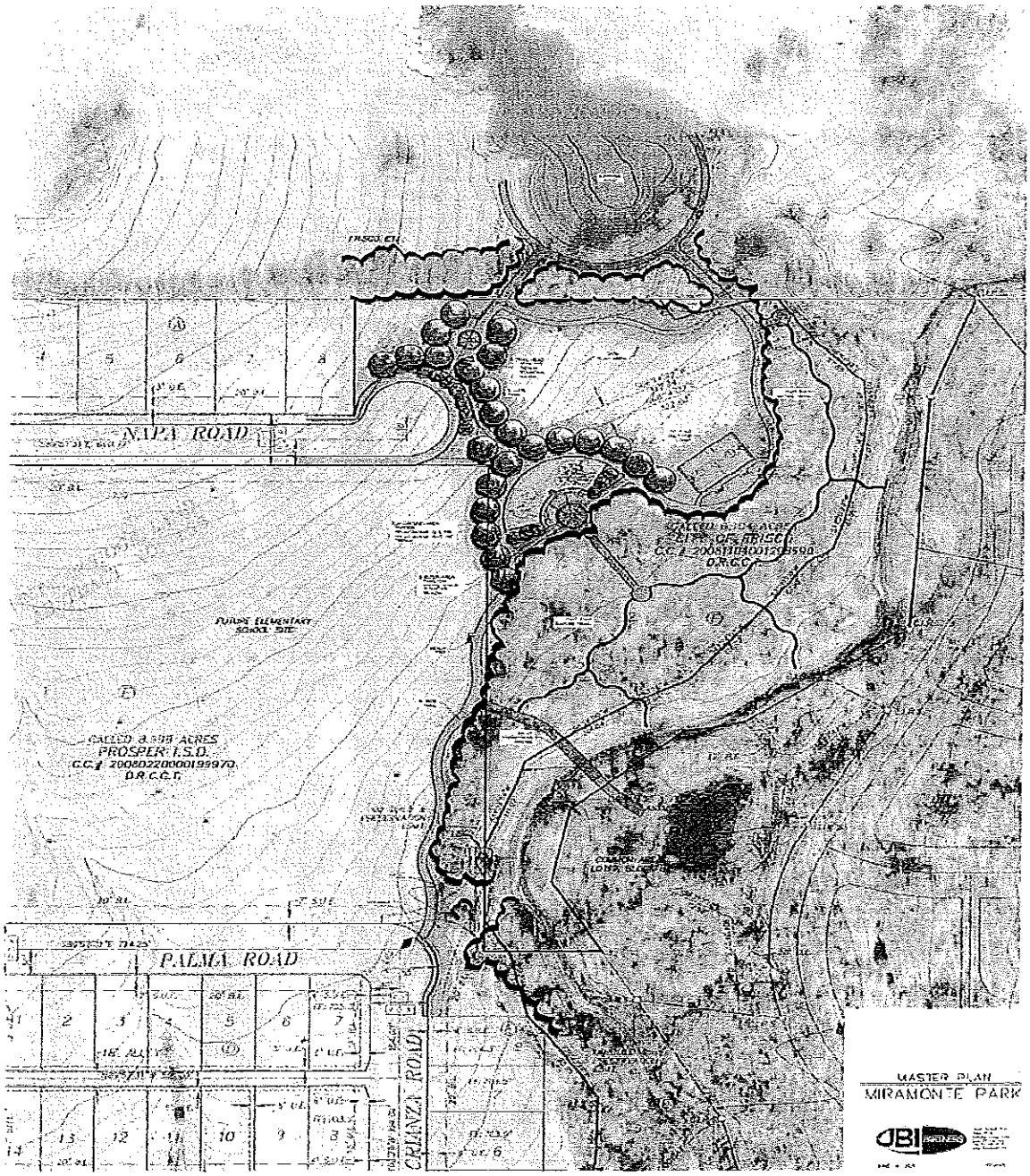
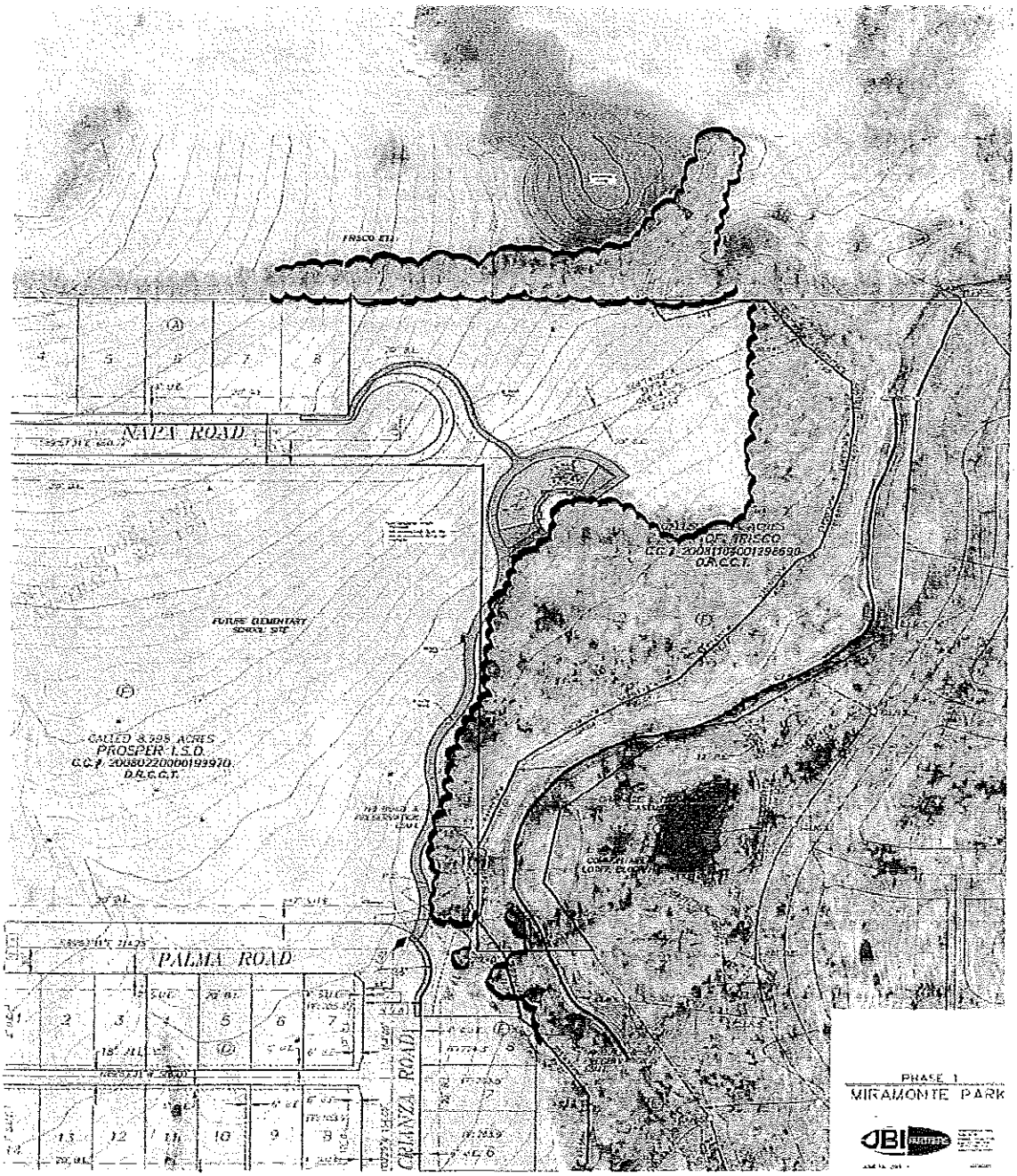


EXHIBIT "E"
GENERAL DEPICTION OF PARK PROPERTY



AGENDA ITEM #17.

PROGRESS IN MOTION

Parks & Recreation Department
City of Frisco, Texas

Memorandum

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

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

From: **Dudley Raymond, RLA, Parks Planning and Business Development Manager**

Date: **2/27/2012**

Agenda Caption: **Consider and act upon approving a resolution authorizing the City Manager to execute a contract by and between the City of Frisco and David McCaskill Design Group for Landscape Architecture Services for the Panther Creek Tributary Trail Master Plan.**

Action Requested: Consider and act upon approving a resolution to execute a contract with David McCaskill Design Group for the trail master plan and cost estimate for the Panther Creek Tributary Trail Master Plan for $12,100.

Background Information: The Dominion Subdivision was designed and plans were submitted prior to many of the provisions the City of Frisco has in place for development along a creek. Unfortunately, the developer designed the neighborhood without provision for constructing a usable trail along the creek.

This contract will allow the City to study the creek corridor with the existing conditions and ascertain if a viable trail route is possible. The consultants will also develop a cost estimate and identify typical trail cross sections. Additionally, this map will allow residents along the route to know that a trail may be constructed in the area in the future.

This work will be a direct result of Staff meeting with representatives of the HOA for the Dominion. The HOA asked for help in determining if a trail can be installed, and if this vital link between trails can be made.

Board Review/Citizen Input: Staff has updated the Board on this possible project.

Alternatives:

- Approve
- Table
- Not approve
- Direct Staff to make changes

Financial Considerations: Funding will be provided from the Park Development Fund.

Legal Review: The City Attorney has drafted the agreement.

Supporting Documents:

- Copy of the agreement
- Resolution

Staff Recommendation: Authorize the City Manager to execute the agreement.

AGREEMENT

BETWEEN

THE CITY OF FRISCO, TEXAS (CITY)

AND

DAVID MCCASKILL DESIGN GROUP (CONSULTANT)

FOR

DESIGN SERVICES

AGREEMENT

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

BETWEEN the City: The City of Frisco, Texas
6101 Frisco Square Blvd.
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

and the Consultant: David McCaskill Design Group
1804 Wagon Wheel Trail
Arlington, TX 76013

for the following Project: Panther Creek Tributary Trail Master Plan

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 **David McCaskill Design Group**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to design and/or prepare construction documents for a proposed City Trail Master Plan, 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.

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.

1.3. **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than April 30, 2012

ARTICLE 2
THE CITY'S RESPONSIBILITIES

2.1 **Project Data** – The City shall furnish required information, that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the 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 practical so as to avoid unreasonable delay in the progress of the Consultant's services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** -- As described in "Article 1, Consultant's Services," compensation for this Project shall be on a Lump Sum not to exceed Eleven Thousand Six Hundred Dollars ($11,600), ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule/Project Billing/Project Budget as set forth in Exhibit "B" attached hereto and incorporated herein for all purposes. The final fifteen percent (15%) of the Consultant's Fee, or One Thousand Seven Hundred Forty Dollars ($1,740), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the City all of the documents, plans, data, maps, and / or other information required in Exhibit "A."

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 for the expenses listed in the following Subparagraphs:

3.2.1 Automobile mileage reimbursement at the rate of forty-eight and ½ cent per mile ($0.485 / mile).

3.2.2 Courier Services, acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant.

3.2.3 Fees paid for securing approvals of authorities having jurisdiction over the Project and Sales & Use Tax, if any.

3.2.4 Reproductions and photographic services provided by commercial services.

3.2.5 Models requested by the City.

3.2.6 Expenses of data processing and Computer Aided Design and Drafting (CADD).

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*
Principal		$110.00
Registered LA		$80.00
Graduate LA		$60.00
Clerical		$40.00

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

3.5 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than cause, 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, refuse to render further services to the City and

such act or acts shall not be deemed a breach of this Agreement. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

3.6 **Adjusted Compensation** – If the Scope of the Project or if the Consultant's services are materially changed, the amounts of the Consultant's compensation shall be equitably adjusted as approved by the City. 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.

3.7 **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, surveys, 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

The Project is the property of the City, and Consultant may not use the documents, data, plans, studies, surveys, drawings, maps, models, reports, photographs, and/or any other materials for any purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project plans, data, documents, maps and any other information described in Exhibit "A." Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps and any other information described in Exhibit "A" to reflect changes made while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

ARTICLE 5
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 6
AUDITS AND RECORDS / PROHIBITED INTEREST

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 "C" 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 "C." Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

ARTICLE 7
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 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 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 8
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 9

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 ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM CONSULTANT IS LEGALLY RESPONSIBLE, 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"). CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

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 10
NOTICES

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

Dudley Raymond
Capital Improvements Manager
City of Frisco
6726 Walnut St
Frisco, Texas 75033

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

David McCaskill
Owner
David McCaskill Design Group
1804 Wagon Wheel Trail
Arlington, Tx 76013

Any notice provided 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 11
MISCELLANEOUS

11.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "C," 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:

11.1.1 Exhibit "A," Scope of Services.

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

11.1.3 Exhibit "C," Affidavit.

11.2 **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.

11.3 **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.

11.4 **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.

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

11.6 **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.

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

11.8 **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.

11.9 **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.

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

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

11.12 **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.

11.13 **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.

11.14 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right or obligation on 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.

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, City Manager

CONSULTANT
David McCaskill Design Group

By: _____
David McCaskill

APPROVED AS TO FORM:

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

(Remainder of this page left intentionally blank)

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 _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, 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: _____

(Remainder of this page left intentionally blank)

EXHIBIT "A"
SCOPE OF SERVICES

Agreement by and between the City of Frisco, Texas (City)
and David McCaskill Design Group (Consultant)
to perform Panther Creek Tributary Trail Master Plan

I. PROJECT DESCRIPTION

The Consultant will prepare an illustrative master plan with an associated opinion of probable construction cost to guide the future development of a portion of the Panther Creek Tributary Trail. The trail corridor begins at the intersection of Hillcrest Rd. and Haversham Dr. on the east end of the corridor to Preston Road on the west end of the corridor. Plan will also include a trail spur to Coyote Crossing Park. The main trail corridor is approximately 1.2 miles in length and the trail spur is 0.3 miles long.

II. TASK SUMMARY

A. **Task One**– Trail Routing - Visit the proposed trail corridor and establish a trail routing.

B. **Task Two**– Base Plan - Create a base plan using aerial photographs, plats of the proposed and existing developments that surround the trail corridor, plans for the existing trail segments and utility plans.

C. **Task Three**– Master Plan - Master plan will be created in color and will include sketches, precedent images and cross sections that will help describe the design intent for the proposed trail.

D. **Task Four** – Probable Construction Costs - Accompanying the master plan will be an opinion of probable construction cost for the proposed improvements identified in the master plan

III. DELIVERABLES

A. A color master plan that is suitable for showing potential routing of the trail, along with cross sections and other items as needed to relay the design intent.
B. Estimate of Probable Cost

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

IV. PROJECT LABOR ALLOCATION

Task	Subtask	Labor Hours	
TASK 1	Trail Routing	*100*	*16%*
TASK 2	Base Plan	*200*	*33%*
TASK 3	Master Plan	*200*	*33%*
TASK 4	Probable Construction Costs	*100*	*16%*
GRAND TOTAL		*600hrs*	*100%*

V. ATTACHMENTS (IF APPLICABLE)

See attached Proposal from David McCaskill Design Group dated January 16, 2012

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

Agreement by and between the City of Frisco, Texas (City)
And David McCaskill Design Group (Consultant)
To perform Panther Creek Tributary Trail Master Plan

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY

MONTH, YEAR	DOLLAR AMOUNT	TASK COMPLETED
1st Month	$ 5,000	Task One and Task Two
2nd Month	$ 6,600	Task Three and Task Four
	$ 11,600	

II. PROJECT BUDGET SUMMARY

A. **Basic Services.**

1. Basic Services (Task One through Four).	$ 11,600.00
Total Basic Services (Not-to-Exceed)	$ *11,600.00*

B. **Special Services.**

1. Description of Special Services.	$ 0.00
Total Special Services (Not-to-Exceed)	$ *0.00*

C. **Direct Expenses.**

1. Reimbursables.	$ 500.00
Total Direct Expenses (Not-to-Exceed)	$ *500.00*
D. **GRAND TOTAL AMOUNT** ***(Not-to-Exceed)***	$ ***12,100.00***

EXHIBIT "C"
AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

I, DAVID McCASKILL, 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 $25,000.00 or more of the fair market value of the business entity.

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

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least $25,000.00.

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

_____ Other: _____.

✓ 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 the public body which took action on the agreement.

Signed this 27 day of February 2012.

_____ president
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared MCCASKILL, David KELLER 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 27 day of February, 2012.

TEJAL TEJAS NAIK
MY COMMISSION EXPIRES
September 2, 2014

_____
Notary Public in and for the State of Texas
My Commission expires: Sept 02 2014

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS HEREBY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND DAVID MCCASKILL DESIGN GROUP FOR THE TRAIL MASTER PLAN AND COST ESTIMATE FOR THE PANTHER CREEK TRIBUTARY TRAIL MASTER PLAN.

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

SECTION 1: The City Manager of the City of Frisco, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Frisco, Texas, an agreement by and between the City of Frisco and David McCaskill Design Group for the Trail Master Plan and cost estimate for the Panther Creek Tributary Trail Master Plan, 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 #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: **February 13, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Vigilant Video, Inc. for an Automated License Plate Reader Solution (ALPR), and Approval of a Resolution Authorizing the City Manager to Sign a Site License Agreement for this System**

Action Requested: City Council approval of a purchase order to Vigilant Video, Inc. for an automated license plate reader solution (ALPR), and approval of a resolution authorizing the City Manager to sign a site license agreement for this system.

Background Information: A team of City staff with representatives from Municipal Court, Police, IT and Purchasing researched and reviewed five ALPR systems, all under cooperative contracts. This process included initial research, evaluation and product demos. After the extensive process staff is recommending Vigilant Video as the best solution to meet the City of Frisco's needs. This purchase will be made through the City of Frisco's interlocal with the HGAC cooperative network. The initial purchase to outfit four-(4) vehicles will cost $58,060 with support cost of $4,800 per year, after year one, and hardware maintenance cost of $3,610 after the third year.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through the Municipal Court Technology Fund.

Legal Review: Agreement reviewed by Courtney Kuykendall of Abernathy, Roeder, Boyd & Joplin and approved its form.

Supporting Documents: Department memo, resolution, agreement and HGAC worksheet.

FRISCO
MUNICIPAL COURT

Memorandum

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

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

From: **Matthew Freeman, Court Administrator**

Date: **2/28/2012**

Re: **Automated License Plate Solution**

Action Requested: The City of Frisco is seeking approval to award Vigilant Video a contract to provide an automated license plate reader solution (ALPR) in the amount of $58,060, with an annual maintenance cost after the first year of $4,800 and an annual hardware maintenance cost after the third year of $3,610. The award will provide the City with 4 vehicles equipped with an ALPR system.

City Council Strategic Goals: The approval, implementation, and utilization of an ALPR solution will fulfill the following City Council strategic goals:

- Collection of court fines, fees, and costs promotes the Long-Term Financial Health of the City.
- Provide for excellent police protection, maintaining a low crime rate.
- Proactive homeland security and public safety.

This product will greatly improve the public safety throughout the City. The Municipal Court is seeking to utilize the application for City of Frisco warrant enforcement only. The Police Department will be using the application for broader public safety issues including: recovery of stolen vehicles, identify wanted subjects, Amber Alerts, tracking sex offenders, and accessing the state and federal database lists of wanted vehicles. The recommendation to equip four vehicles will provide the court warrant enforcement during weekday business hours primarily and the other three equipped vehicles would allow the Police Department to deploy sufficient coverage in the each of the three City patrol sectors.

History: The City of Frisco Municipal Court and Police Department submitted a proposal to the Project Steering Committee to evaluate vendors for an ALPR solution. Upon approval from the committee the City of Frisco developed a selection

panel comprised of members of the Frisco Police Department, Information Technologies Department, Municipal Court, and Purchasing Department to select a vendor that met the City of Frisco's needs for an ALPR solution. This panel examined the City's technological and product needs. Based on those needs, a demo script and product requirements evaluation was created. The panel explored vendors with government contract pricing agreements. The panel invited five vendors that had such agreements to demonstrate their products based on the demo script and product requirements. Four vendors accepted and provided demos: L3, Vigilant Video, PIPS, and ELSAG. The group evaluated the four vendors and of those, three vendors met the City's need requirements and were invited to provide a 2 week pilot of their products. Vigilant Video, ELSAG, and PIPS all provided pilots of their products during the months of November and December, 2011. At the end of the pilots each vendor was evaluated by the panel. The panel recommends that a contract be awarded to Vigilant Video to provide an ALPR solution to the City based on the overall selection process. The group considered usability, technology requirements, accuracy of mobile scans, support, references, and cost in determining the recommendation of Vigilant Video.

Revenue Considerations: The total expense of the project will be funded from the Court Technology Fund. The Court Technology Fund has adequate resources to fund the purchase and maintenance of this project. It is estimated that the enforcement of City of Frisco Municipal Court warrants would have revenue estimated at over $200,000 per year.

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

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 SITE LICENSE AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND VIGILANT VIDEO, INC. FOR THE PURCHASE OF AN AUTOMATED LICENSE PLATE READER SOLUTION.

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 site license agreement by and between the City of Frisco, Texas, and Vigilant Video, Inc. 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 #18.

Vigilant Video

Law Enforcement Product - Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this_____ Day of _____, 2012 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and the City of Frisco, Texas a home rule municipal corporation, having its principal place of business at 6101 Frisco Square Blvd., Frisco, TX 75034 ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets; and

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below).

NOW THEREFORE, in consideration of the mutual covenants contained herein this Agreement, Licensee and Vigilant Video hereby agree as follows:

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties.

"Software Product(s)" means Vigilant Video's Law Enforcement & Security family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archival & Reporting Network (LEARN) server, Smartphone Mobile Companion and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for an initial period of one (1) year.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of

VV Initials _____ Licensee Initials _____

Vigilant Video

Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise.

The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government approved purposes. Use of Software Product(s) for any other purpose (e.g., private consulting services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Product(s) obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date for the earlier of, one (1) year, or until terminated by either party. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed period, Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement by providing thirty (30) days notice if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, Licensee shall be afforded thirty (30) days to cure such violations. If within thirty (30) days of written notice of violation from Vigilant Video Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control.

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s).

VV Initials

Licensee Initials

This warranty does not include products not manufactured by Vigilant Video. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant Video's gross negligence or intentional misconduct. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at http://www.vigilantvideo.com or sending an email to support@vigilantvideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: http://supportforms.vigilantvideo.com/lrf.aspx and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

VV Initials _____ Licensee Initials _____

Vigilant Video

This Agreement may be automatically renewed for five (5) additional one (1) year terms upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire one (1) year from the Subscription renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video indicates in writing its intent to discontinue this Agreement by providing License sixty (60) days advance written notice. In either event, Vigilant Video reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each initial Site License fee is based on the total number of sworn officers within the Licensee's and Affiliates' agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee (Initial)		
TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
Tier 1	0 < Sworn Officers < 100	$4,500
Tier 2	101 < Sworn Officers < 250	$9,000
Tier 3	251< Sworn Officers < 500	$18,500
Jumbo	501 < Sworn Officers	$ 27,000

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee: 1) enables the Software Product(s) to remain operational for a successive twelve (12) month period; 2) is considered active participation of this Site License Agreement; 3) entitles the Licensee to replacement CLK's; and 4) ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

VV Initials _____ Licensee Initials _____

AGENDA ITEM #18.

Vigilant Video

The annual Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule			
Tier 1	$2,500 Base Fee + $500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee ***Maximum*** $15,750	License ***Maximum*** 60 CLK's
Tier 2	$2,500 Base Fee + $500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee ***Maximum*** $45,000	License ***Maximum*** 180 CLK's
Tier 3	$2,500 Base Fee + $500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee ***Maximum*** $87,750	License ***Maximum*** 300 CLK's
Jumbo	$2,500 Base Fee + $300 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee Maximum $210,000	License Maximum 700 CLK's

Please Note: Each Tier's Base Fee includes initial 5 CLK's.

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date. All Fee(s) are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Video's net income) and Licensee agrees to pay any such tax.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 10% of the prior year's fees or shall be less than a percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Vigilant Video

Credits:

During the first year of license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.

Initiating a Site License:

To initiate a Law Enforcement Product Software Site License, initial and sign this Agreement in full, and return it with the completed Site License Contact Worksheet (Page 10 of this Agreement) and a valid purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT VIDEO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF SOFTWARE PRODUCT(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Collin, Tarrant County, without regard to its conflicts of law.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

VV Initials

Licensee Initials

AGENDA ITEM #18.

Relationship:

The relationship created hereby is that of Vigilant Video and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

No Rights in Third Parties:

This Agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Construction:

The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days (not business days), unless otherwise expressly provided herein.

Severability:

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

Federal Government:

Any use, copy or disclosure of Software Product(s) by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

Right to Audit:

Licensee, upon thirty (30) days advanced written request to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

VV Initials _____ Licensee Initials _____

Vigilant Video

Notices:

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Vigilant Video:
Vigilant Video Incorporated
Attn: Sales Administration
2021 Las Positas Court - Suite # 101
Livermore, CA 94551

To _____**:**
_____
Attn: _____
_____
_____

Indemnification and Hold Harmless:

VIGILANT VIDEO AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT THEY MAY ARISE OUT OF OR BE OCCASIONED BY VIGILANT VIDEO'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF VIGILANT VIDEO, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH VIGILANT VIDEO IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VV Initials

Licensee Initials

AGENDA ITEM #18.

Vigilant Video

VIGILANT VIDEO AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS TO THE EXTENT SUCH CLAIMS RELATE TO VIGILANT VIDEO. 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 VIGILANT VIDEO'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF VIGILANT VIDEO'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. VIGILANT VIDEO SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF VIGILANT VIDEO FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND VIGILANT VIDEO SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO VIGILANT VIDEO'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN VIGILANT VIDEO 'S OPINION IS LIKELY TO OCCUR, VIGILANT VIDEO SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGING WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT. VIGILANT VIDEO WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALLY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY VIGILANT VIDEO TO CITY WHETHER MANUFACTURED BY VIGILANT VIDEO OR A THIRD PARTY. VIGILANT VIDEO REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY VIGILANT VIDEO TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE AGREEMENT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE VIGILANT VIDEO PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VV Initials

Licensee Initials

Vigilant Video

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer:	Vigilant Video, Inc.
Authorized Agent:	Joseph L. Harzewski III
Title:	VP, Sales and Marketing
Date:	2-14-12
Signature:	Joseph L Harzewski III
Enforcement Agency:	
Authorized Agent:	
Title:	
Date:	
Signature:	

AGENDA ITEM #18.

Vigilant Video

Law Enforcement Product - Software Site License Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Video software site license program.

Site License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Video's sales team:

sales@vigilantvideo.com

1-925-398-2079

Vigilant Video – Limited Two (2) Year Hardware Warranty Policy

Vigilant Video ("Vigilant") values your business and always attempts to provide you the very best service. Below is Vigilant Video's limited two (2) year Hardware warranty policy that describes the terms and conditions of hardware replacement and repair.

Warranty Policy

This policy warrants Hardware distributed by Vigilant to authorized Vigilant dealer and/or distributors, or sold directly by Vigilant. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period of two (2) years.

Vigilant will replace or repair any hardware, or component thereof, that has been determined by Vigilant to be defective throughout the two (2) year warranty period. Vigilant reserves the right to replace any hardware found to be defective with a Vigilant re-certified Hardware in accordance to the terms and conditions of this policy.

Only qualifying items returned to an authorized Vigilant return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Vigilant is limited to only hardware provided by Vigilant. Please contact Vigilant to determine if the hardware is Vigilant hardware and is therefore covered by this limited warranty. If the hardware is not Vigilant hardware and is not covered by this limited warranty, then Vigilant will refer you to the place of purchase or the system manufacturer directly for warranty service.

There are no warranties which extend beyond the face of the limited warranty, unless an extended warranty is purchased from Vigilant. Vigilant disclaims all other warranties (with the exception of any additional purchased extended warranty offered by Vigilant and purchased by customer), express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose. Some states, provinces, and municipalities in specific countries do not allow the exclusion of implied warranties, so the above exclusion may not apply.

Limitation of Warranty

Your exclusive remedy for any defective hardware is limited to the repair or replacement of the defective unit. Vigilant shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware. Vigilant's replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used parts. Vigilant's warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty.

Licensee agrees to inspect hardware upon receipt and advise Vigilant of any physical damage.

Vigilant Video, Inc.
2021 Las Positas Court
Suite # 101
more, CA. 94551
Email:
sales@vigilantvideo.com
support@vigilantvideo.com

Recertified Hardware (USA and Canada)

Vigilant recertified hardware may consist of customer return units and may be repaired. All replacement Hardware or components are tested and determined to meet Vigilant's stringent quality standards before they are sold as recertified. Please note that some recertified items may have marks, scratches, or other slight signs of wear.

All recertified Hardware carries a manufacturer's limited warranty throughout the warranty period as measured from the original date of purchase.

Return Material Authorization (RMA)

Vigilant warranty claims must be initiated on the Vigilant website for a Return Material Authorization ("RMA") number at http://supportforms.vigilantvideo.com/RMA.aspx. If it is determined that the Hardware may be defective, an RMA number will be issued with instructions for Hardware return. Unauthorized returns will be returned to the customer at the customer's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. To request an RMA, please contact your local authorized Vigilant dealer.

Warranty Limitations

Vigilant's limited warranty provides that, subject to the following limitations, each Hardware component will be free from defects in material and workmanship and will conform to Vigilant's specification(s).

No Consequential or Other Damages

Some states, provinces, and municipalities in specific countries do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Use of Hardware

Vigilant will find the limited extended warranty to be void under the following conditions:

- Hardware not sold by Vigilant or one of its distribution partners;
- Hardware found to be stolen from Vigilant
- Asserted defect(s) found to be not present;
- Asserted defect(s) cannot reasonably be fixed because of damage which occurred when the Hardware was in possession of someone other than Vigilant
- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Vigilant or authorized Vigilant agent);

Vigilant Video, Inc.
2021 Las Positas Court
Suite # 101
more, CA. 94551
Email:
sales@vigilantvideo.com
support@vigilantvideo.com

- Asserted defect(s) are the result of accident, mishandling, misuse or misapplied application use while in the possession of someone other than Vigilant
  The Hardware was not sold as new (except Hardware replaced under this warranty)

Disclaimer

EXCEPT FOR THE WARRANTY PROVIDED IN THIS VIGILANT VIDEO LIMITED TWO-YEAR WARRANTY, THE VIGILANT HARDWARE, AND RELATED SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, VIGILANT DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS OF A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR QUIET ENJOYMENT OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGILANT IS NOT RESPONSIBLE FOR ANY INCOMPATIBILITY OF THE SOFTWARE WITH HARDWARE NOT PROVIDED BY VIGILANT. VIGILANT DOES NOT WARRANT THAT VIGILANT SOFTWARE SUPPLIED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VIGILANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUTURE SUCCESS OF THE VIGILANT HARDWARE OR THE VOLUME OF ANY PURCHASES THAT MAY BE MADE UNDER THIS AGREEMENT. TO THE EXTENT THAT VIGILANT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

For questions or concerns, please contact Vigilant Video’s support team:

sales@vigilantvideo.com

support@vigilantvideo.com

925-398-2079

Vigilant Video
6110 N. Shiloh # 626
Garland, Texas 75044
(P) 956-536-7542 (F) 972-767-3304

Attention:	City of Frisco	Date	02/21/2012
Project Name:	LPR Pricing By vigilant Video	Quote Number:	MKB-0038-04

Mobile LPR 3-Camera Hardware Kit

Qty	Model #	Description
(1)	**Mobile LPR SYS-1** CDMC3PW245-	**CarDetector - DSP Based Mobile LPR 3-Camera System (Expandable to 4 Cams)** Software Includes: • Includes CarDetector software application, MDC Viewer application & OCR engines • Includes Camera control package, Hot-List Management & reporting capabilities • CarDetector Mobile LPR Software Version 5.0 Hardware Includes: • Includes solid state DSP Unit (No Moving Parts) - Expands to 4 cameras • System Shall have Single Point Power Connection w/ SAE certified Wiring Harness • Permanent SAE rated wiring harness (Direct To battery) • Field Installed GPS Receiver & factory installed camera cable quick disconnects • Includes Qty=3 Combination IR / Color LPR Camera

Subtotal Price (Excluding sales tax)	$12,480
2012 Sales Blitz - New System Discount (Valid through 6-30-12)	$ 2,370
Subtotal Price Discounted (Excluding sales tax)	**$10,110**

Software Licensing

Site License Agreement - One Time Purchase per Agency

Qty	Model #	Description
(1)	VV-SL-1	**Vigilant Video Law Enforcement Product Family Site License - Tier 1** • Provides access to Vigilant Video's suite of Law Enforcement security software product(s) including CarDetector Mobile & fixed License Plate Recognition, Law Enforcement Archive & Reporting Network Server (LEARN), Mobile Companion, Mobile Hit Hunter, and other software applications considered to be applicable for benefit of law enforcement agencies • Includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution • As per the Vigilant Video Law Enforcement Product Site License agreement

Subtotal Price (Excluding sales tax)	$4,500
2012 Sales Blitz - New Agency Discount (Valid through 6-30-12)	$1,000
Subtotal Price Discounted (Excluding sales tax)	**$3,500**

Site License Subscription Fees
Annual software maintenance fees for each year subsequent to Year # 1
Subscription Fees to be paid prior to the beginning of each year

Qty	Model #	Description

(1)	VV-SLSF-X	**Vigilant Video Annual Site License Subscription Fee**
		• Software licensing fees for all Vigilant Video software applications
		• Subscription fee based on physical ALPR camera unit per Agency
		• Annual Subscription fees are $500 per ALPR camera unit
		• Annual subscription fees consider and include:
		  ○ Unlimited technical support, software maintenance, bug fixes, patches, minor & major software upgrades and all utilities released within the Vigilant Video product portfolio
		  ○ Licensing for all Vigilant Video software applications including:
		  ▪ Mobile Hit Hunter extended Private Data access
		  ▪ Mobile Companion for Smart Android and Iphone Smartphones with direct compatibility to Vigilant Video's national LEARN LPR database
		  ▪ No cost data hosting via Vigilant Video's national LEARN LPR database
		  ○ Unlimited number of Users and User accounts
		• As per the Vigilant Video Law Enforcement Product Site License agreement

Subtotal Price (Excluding sales tax)	$ 500 per LPR Camera Unit Per Year
2012 Sales Blitz - New Camera Rebate (Valid through 6-30-12)	$ 100 per LPR Camera Unit Per Year
Subtotal Price After Rebate (Excluding sales tax)	**$ 400 per LPR Camera Unit Per Year**

LPR Hosted/Managed Server Access

Law Enforcement Archival Reporting Network (LEARN)
via Vigilant Video's national Law Enforcement hosted program

Qty	Model #	Description
(1)	VV-LEARN--H	**LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server** • Includes automated 'Hot-List' management with refresh intelligence • Automated CarDetector software update management • Database of all LPR data acquired by each CarDetector system including images • Complete search, mapping, query and data mining utilities w/ administrative security • Requires NO server hardware, NO server maintenance • Plug-N-Play an unlimited number of CarDetector LPR systems
Subtotal Price (Excluding sales tax)		**$0.00** (Included as an integral part of Vigilant Video Site License Program)

Accessories, Field Engineering Services & Warranty

System Start Up & Commissioning - LEARN
One Time Purchase per Agency

Qty	Model #	Description
(1)	SSU-LN-COM	**Vigilant Video Start Up, Configure and Commissioning of the LEARN Server Application** • Vigilant Video certified technician to visit site for up to 8 hours • Set up and configuration of the LEARN Server application (Software/Hardware) • Required for all LEARN deployments w/ hardware provided BY OTHERS
Subtotal Price (Excluding sales tax)		**$1,240**

System Start Up & Commissioning - Mobile LPR System
Required for each Mobile LPR system purchased

Qty	Model #	Description
(1)	SSU-34-COM	**Start Up, Configure & Commission the CarDetector Mobile System - 3 or 4 Camera Kit** • Vigilant Video certified technician to visit site for up to 4 hours • Set up and configuration of CDMS & LEARN hardware/software system
Subtotal Price (Excluding sales tax)		**$910**

Physical Installation - Mobile LPR System
Required for each Mobile LPR system purchased

Qty	Model #	Description
(1)	VV-INST-03	**Vigilant Video's Physical Installation of ALPR System** • Vigilant Video certified installation partner to visit site for up to 4 hours
Subtotal Price (Excluding sales tax)		**$ 740**

End User Training - Mobile LPR Systems plus LEARN
Minimum One Time Purchase per Agency

Qty	Model #	Description
(1)	TRNG-CDMS	**Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN** • Vigilant Video certified technician to visit site for up to 4 hours • Training to include set up, configuration and demonstration of all product features
Subtotal Price (Excluding sales tax)		**$980**

Travel Expenses for Engineering Field Services
Required for each site visit by certified Vigilant Video technician

Qty	Model #	Description
(1)	VV-TRVL-01	**Vigilant Video's Traveler's Expenses** ▪ Includes all travel costs
Subtotal Price (Excluding sales tax)		**$1,200**

Accessory Light Bar Bracket Mount
Optional purchase for each Mobile LPR System

Qty	Model #	Description
(1)	VV-LBBR-01	**Vigilant Video's LPR Camera Mounting Bracket Whelan Light Bar Integration** ▪ Includes two (2) Brackets (one per vehicle side) ▪ Mounts up to four (4) LPR cameras (two per vehicle side)
Subtotal Price (Excluding sales tax)		**$ 350**

Hardware Warranty - Mobile LPR Systems plus LEARN
Optional purchase for each Mobile LPR system
Standard Hardware Warranty on all Components is Two (2) Years

Qty	Model #	Description
(4)	CDMC31HWWE	**CDMS 1 Year Extended Hardware Warranty for year three - 3-Camera Condor DSP Kit** • Full replacement hardware component warranty • Must be purchased within 30 days of closing warranty
Subtotal Price (Excluding sales tax)		$ 3,610
2012 Sales Blitz - New Agency Discount (Valid through 6-30-12)		$ 910
Subtotal Price Discounted (Excluding sales tax)		**$2,700**

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect until June 30th, 2012.
2. Central compute resource hardware sold separately unless explicitly stated above.
3. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
4. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
5. Two (2) year warranty on all hardware components
6. Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.
7. Compliance to local codes neither guaranteed nor implied.
8. All orders subject to credit acceptance by Vigilant Video management.
9. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
10. Vigilant Videos HGAC Contract Number EF04-11

Quoted by: Michael Budz **Phone: 956-536-7542** **email: mike@vigilantvideo.com**

Total Price (Excluding sales tax)	**$ TBD** (Based on selected options)	
Accepted By:	**Date:**	**P.O#**

City of Frisco system purchase for (4) ALPR Vehicles with three cameras each

Model	Description	Quantity	Price	Extended
CDMC3PW245-	Mobile LPR 3-Camera System	4	$ 10,110.00	$ 40,440.00
VV-SL-1	Vigilant Video Site License Agreement	1	$ 3,500.00	$ 3,500.00
VV-LEARN-H	Hosted LPR Server via National LEARN LPR Database	1	$ -	$ -
SSU-LN-COM	System Start Up and Commissioning - LEARN	1	$ 1,240.00	$ 1,240.00
SSU-34-COM	System Start Up and Commissioning - Mobile LPR System	4	$ 910.00	$ 3,640.00
VV-INST-03	Physical Installation of Mobile LPR System	4	$ 740.00	$ 2,960.00
TRNG-CDMS	End User training for CarDetector & LEARN	1	$ 980.00	$ 980.00
VV-LBBR-01	Mounting Bracket For Whelen Light Bar	4	$ 350.00	$ 1,400.00
CDM31HWWE	Extended 1 Year Hardware Maintenance for (4) Vehicles	1	$ 2,700.00	$ 2,700.00
VV-TRVL-01	Travel Expenses	1	$ 1,200.00	$ 1,200.00
Total (Excluding applicable taxes)		***$***		***58,060.00***

Notes: 1. Extended Hardware warranty after year (3) to be $ 3,610.00 for all (4) system kits annually

2 - Software site license subscription fee to be $ 4,800 annually after initial purchase year one

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EF04-11	Date Prepared:	2/21/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Frisco	Contractor:	Vigilant Video Inc - HGAC Vendor # 0874
Contact Person:	Tom Johnston	Prepared By:	Mike Budz
Phone:	972 292 5540	Phone:	956-536-7542
Fax:		Fax:	818-688-0255
Email:	TJohnston@friscotexas.gov	Email:	mike@vigilantvideo.com

Product Code:	T141	Description:	CDMC3 CarDetector - Condor DSP Based Mobile LPR 3-Camera System

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 10110

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CDC2 - Dual combo IR/Color LPR camera, 25mm Lens	0		
CDC3 - Dual combo IR/Color LPR camera, 35mm Lens	0		
CDC4 - Dual combo IR/Color LPR camera, 50mm Lens	0		
SSU-34-COM - Configure & Commission 3 or 4 Cam Kit	910		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	910

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Mobile LPR System Hardware Installation	740		
Light Bar Mounting Brackets	350		
Additional Hardware Warranty - One Year	675		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	1765

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 16%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	4	X Subtotal of A + B + C:	12785	=	Subtotal D:	51140

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal E:	0

Delivery Date:	ASAP	F. Total Purchase Price (D+E):	51140

HGACBuy THE SMART PURCHASING SOLUTION

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EF04-11	Date Prepared:	2/21/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Frisco	Contractor:	Vigilant Video Inc - HGAC Vendor # 0874
Contact Person:	Tom Johnston	Prepared By:	Mike Budz
Phone:	972 292 5540	Phone:	956-536-7542
Fax:		Fax:	818-688-0255
Email:	TJohnston@friscotexas.gov	Email:	mike@vigilantvideo.com

Product Code:		Description:	CDMC3 CarDetector - Condor DSP Based Mobile LPR 3-Camera System

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
VV-SL-1 - Law Enforcement Product Site License - Tier 1	3500		
VV-LEARN--H - LPR Data Hosting via NVLS LPR Server	0		
SSU-LN-COM - Configure & Commission LEARN	1240		
TRNG-CDMS - End User Staff Training for CarDetector	980		
VV-TRVL-01 - Travel to end user location for SSU&C.	1200		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	6920

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	6920	=	Subtotal D:	6920

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal E:	0

Delivery Date:	ASAP	F. Total Purchase Price (D+E):	6920

HGACBuy THE SMART PURCHASING SOLUTION

AGENDA ITEM #19.

FRISCO
PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

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

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

Date: **February 13, 2012**

Subject: **Consider and Act Upon Award of Bid #1201-034, Liebert Unit for City of Frisco Police Department Server Room, to Frymire Services Inc. and Approval of a Resolution Authorizing the City Manager to Sign an Agreement for the Purchase and Installation.**

Action Requested: Consider and act upon award of bid #1201-034, Liebert Unit for City of Frisco Police Department server room, to Frymire Services Inc. and approval of a resolution authorizing the City Manager to sign an agreement for the purchase and installation, in the amount of $33,987.

Background Information: Purchasing solicited bid #1201-034, Liebert Unit for City of Frisco Police Department server room. Bids were received on 2/16/2012 from Frymire Services Inc., Berger Engineering Co. and EEC Enviro Service Co LLC. Staff reviewed the bids submitted and is recommending Frymire Services Inc. as the lowest responsible bidder. Staff is requesting the award to purchase the eight (8) ton unit to provide additional cooling capacity in the Police Department server room that will help better maintain the optimal temperature and humidity for that room. The addition of the City's radio equipment into this server room significantly impacted the ability of existing HVAC equipment to maintain the optimal temperature.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through GO bond funds for the radio system.

Legal Review: Agreement reviewed by Courtney Kuykendall of Abernathy, Roeder, Boyd & Joplin and approved its form.

Supporting Documents: Department memo, resolution, agreement and bid tab.

PROGRESS IN MOTION

Department of Administrative Services
City of Frisco, Texas

Memorandum

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

From: **Gerry Burns, Facilities Manager**

Date: **February 28, 2012**

Subject: **Recommendation for award of Bid #1201-034, Liebert Unit for PD Server Room, Frymire Services, Inc.**

The server room at the Police/Detention facility is in need of better climate control in order to properly cool and protect the servers and radio equipment operating therein. With the existing HVAC equipment serving that room, we are struggling to keep the room at optimal temperatures and there is no humidity control, putting the equipment at risk of electrostatic discharge, or ESD.

The building was originally designed to cool the room with a large air handler (Air Handler 3, or AHU3), with a backup split system (FCU3) in case of power failures or failure of the AHU unit. This AHU also serves the Administration, Dispatch and Services areas of the building. After a few months of operating in the building we found that in order to keep the server room cool, we had to push the AHU rather hard. As a result we were also overcooling the other areas served by AHU3. Thus, we have relied on the split system (FCU3) to be the primary source of cooling for the server room. However, when this unit breaks down or has to be taken down for maintenance, we have to revert back to using the AHU. If FCU3 goes down we have to manually change over to the AHU to keep the server room from overheating. It takes less than five minutes for the server room temp to get out of control, putting the servers at risk.

The new radio system went into operation in October 2010. The additional equipment installed in the server room increased the heat load to the room, making the existing problem of climate control even more difficult.

Building Services has sought bids to install an HVAC system that is specifically designed to provide climate control to server room environments. We specified that the new system would be designed to cool and maintain proper levels of humidity to server rooms. Liebert is recognized as the manufacturer for this type of application.

The new unit will receive its power through the building's UPS and emergency power backup system so there will be no disruptions in service. FCU3 will be kept and maintained as a backup in case the Liebert should fail.

Purchasing solicited bid #1201-034, Request for Proposals for a two part bid; one for a 5-ton unit and one for an 8-ton unit. The City received bids from Frymire Services, Berger Engineering Co., and EEC Enviro Services Co., Inc. This purchase will be made with monies remaining in the radio system project account. Frymire was the lowest responsive and responsible bidder at a price of $33,987 for the 8-ton option. We have opted for the 8-ton option in case more capacity is needed in the future. Frymire is a factory licensed vendor.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF FRISCO, TEXAS, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND FRYMIRE SERVICES, INC. FOR THE PURCHASE AND INSTALLATION OF A LIEBERT HVAC UNIT AT THE FRISCO POLICE DEPARTMENT.

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, the site license agreement by and between the City of Frisco, Texas, and Frymire Services, Inc. a copy of which is attached hereto and incorporated herein for all purposes.

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

RESOLVED THIS THE _____ day of _____, 2012.

_____
Maher Maso, Mayor

ATTEST TO:

_____
Jenny Page
City Secretary

AGREEMENT FOR A LIBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVICE ROOM

This Agreement (the "Agreement") is made and entered into this the 28 day of FEBRUARY, 2012, by the **City of Frisco, Texas** (hereinafter called the "City"), a Texas municipal corporation, and **Frymire Services, Inc.,** a Texas corporation (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City issued Competitive Sealed Bid No. 1201-034 for one Liebert Unit to augment the existing HVAC system for the server room at the City's Police Department on 7200 Stonebrook Parkway, Frisco, Texas 75034, a copy of the bid is attached hereto as **Exhibit "A"** and incorporated herein in its entirety by reference for all purposes (the "Bid Request"); and

WHEREAS, on January 31, 2012, the City tendered Addendum #1, Revised Specification for Option 2 8 Ton Liebert Unit in regard to the Bid Request, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein in its entirety by reference for all purposes (the "Addendum"); and

WHEREAS, Contractor timely submitted a sealed bid to provide the design, installation, and maintenance of the one Liebert Unit for the Frisco Police Department's Server Room for the City in response to the Bid Request and Addendum, a copy of which is attached hereto as **Exhibit "C"** and incorporated herein in its entirety by reference for all purposes (the "Submittal"); and

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

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

1. Scope of Services.
   The Contractor shall provide such services upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.

2. Term.
   Performance of the services by Contractor under this Agreement shall commence upon the execution of this Agreement by the City ("Effective Date"), and Contractor shall diligently continue to completion of the installation of the Equipment and the City's approval and acceptance of same. However, in no event, shall completion of performance under this Agreement exceed sixty (60) days from the Effective Date. This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Contractor of the termination date.

3. Agreement Documents.
   The "Agreement Documents", as that term is used herein, shall include the following

documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:

A. This Agreement;

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

C. Addendum #1 attached hereto as Exhibit "B"; and

D. The Submittal attached hereto as Exhibit "C".

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit "A", Exhibit "B" or Exhibit "C" are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", Exhibit "B" and Exhibit "C", shall prevail in that order.

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

5. Insurance.
The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts set forth in the Bid Request. At the time of execution of this Agreement, Contractor shall present the City with a copy of their Certificate of Insurance, which shall name the City as an additional insured party.

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

7. Indemnity.
TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATIONS, CLAIMS FOR PATENT, TRADEMARK AND/OR COPYRIGHT INFRINGEMENT AND/OR ANY OTHER INTELLECTUAL PROPERTY AND/OR PROPRIETORY CLAIM, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT.

THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

THE CITY SHALL HAVE THE RIGHT TO PARTICIPATE IN THE APPROVAL OF COUNSEL TO BE RETAINED BY CONTRACTOR'S INSURANCE COMPANY IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE. PAYMENT OF THESE SERVICES BY CONTRACTOR'S INSURANCE COMPANY WILL BE SUBJECT TO THEIR APPROVAL. HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE CITY'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR'S INSURANCE COMPANY AND CONTRACTOR WILL MAKE EVERY EFFORT TO DEFEND THE CITY FOR CLAIMS RELATED TO CONTRACTOR'S PERFORMANCE.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Venue.
This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

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

10. Ordinances.
Except as specifically provided in the Agreement Documents, the parties agree that

contractor shall be subject to all Ordinances of the City, whether now existing or in the future arising.

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

12. Assignment.
This Agreement may not be assigned without the written agreement of both parties.

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

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

If to Contractor, to:
Frymire Services, Inc.
Attn: PAUL ROBERTS
2818 Satsuma Drive
Dallas, Texas 75229

If to the City, to:
City of Frisco
Attn: City Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

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

16. 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 legal counsel.

17. Force Majeure.
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

18. 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.

19. Payment and Performance Bonds.
The form of payment and performance bonds which have been provided for our review conform to the requirements of the same for public works. Prior to the commencement of any work, the City should require the delivery of those completed bond forms together with an original power of attorney from a surety authorized to do business in the State of Texas evidencing the authority of the person signing the bond forms on behalf of such surety. The amount of each bond must be in the amount of the stipulated sum contained in the contract.

20. Default and Remedies.
If any party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The nondefaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may seek any reasonable remedy provided by law.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of_____, 2012.

CITY OF FRISCO, TEXAS,
a Texas municipality

By: _____
George Purefoy, City Manager

ATTEST:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorneys

Frymire Services, Inc.,
a Texas corporation

By: _____
Print Name: PAUL ROBERTS
Title: COMMERCIAL SPECIALIST

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

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

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

STATE OF TEXAS §
§
COUNTY OF COLLIN §

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 acknowledged to me he/she is the duly authorized representative for **Frymire Services, Inc.,** a Texas corporation, 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:_____

Exhibit "A"

Bid Request
(24 pages attached)

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1201-034

LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVER ROOM

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

February 16, 2012 @ 2:00PM CST

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND ONE COPY REQUIRED

MANDATORY PRE BID MEETING & TOUR SCHEDULED FOR FEBRUARY 7, 2012 @10:00AM AT THE FRISCO POLICE DEPARTMENT, 7200 STONEBROOK PARKWAY, FRISCO, TX 75034 IN THE GUN RANGE TRAINING ROOM

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 1201-034
LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVER ROOM

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 a Liebert Unit for the City of Frisco Police Department Server Room.

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 16, 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 16, 2012 at 2:05 PM CST.

Write the competitive sealed bid number 1201-034, Liebert Unit for the City of Frisco Police Department 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

.

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:

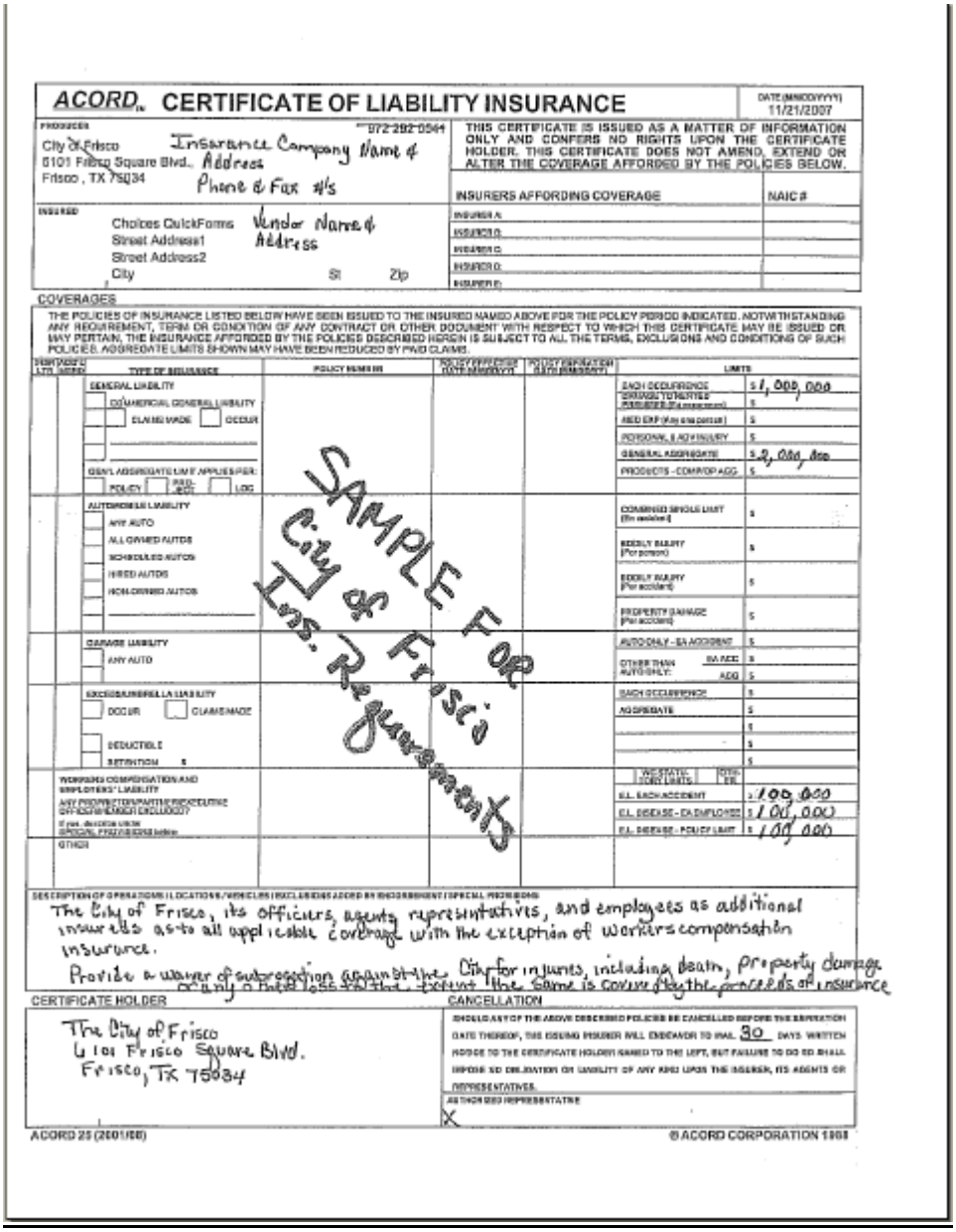
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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 — Insurance Company Name &
6101 Frisco Square Blvd. — Address
Frisco, TX 75034 — Phone & Fax #'s
972-292-5541

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 — Vendor Name &
Street Address1 — Address
Street Address2
City St Zip

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.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				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 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				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
	OTHER				

SAMPLE FOR City of Frisco's 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 the 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.

6

_____ _____

Signature of person doing business with the governmental entity Date

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?

CITY OF FRISCO BID #1201-034
LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT
VENDOR REQUIREMENTS & TECHNICAL SPECIFICATIONS

The City of Frisco (the "City") is accepting Competitive Sealed Bids for one Liebert Unit to augment the existing HVAC system for the server room at the City's Police Department on 7200 Stonebrook Parkway, Frisco, TX 75034. A mandatory on site Pre Bid Meeting and tour is scheduled for February 7, 2012 @10:00AM in the Gun Range Training Room at the Frisco Police Department, 7200 Stonebrook Parkway, Frisco, TX 75034. Schneider Electric, our Energy Services Company who will be working with the awarded vendor on this project, will be represented at the mandatory pre bid and tour meeting. Vendors who arrive late will be turned away and not allowed to submit a bid. Sign in is required. Only vendors who sign in and attend the mandatory on site pre bid and tour meeting will be allowed to submit a bid. Vendors are strongly encouraged to send qualified Bid Coordinators to the mandatory pre bid and tour meeting. All questions asked and answered at the mandatory pre bid and tour meeting will be issued in an Addendum on February 8, 2012.

VENDOR REQUIREMENTS:

1. The job should be turn-key.
2. The awarded contractor will be required to work with our Energy Services Company, in this case Schneider Electric, to coordinate and add this new unit to our new Tridium EMS Overlay system. The awarded vendor will provide the necessary BACNet card and configure the Liebert unit in accordance with Schneider Electric's specifications and expectations.
3. All employees and subcontractors on the job will need go through a background investigation.
4. The new HVAC unit is intended to accomplish the following:
    a. This unit will be the prime unit for the controlling the total heat and humidity load of the server room for Frisco's Police Headquarters, with an existing unit functioning as a backup.
    b. The unit should be built specifically for computer room applications and be matched to the heat and humidity load as well as 24/7 operations.
    c. The outdoor condensing unit for the new Liebert is to be installed on the roof over the southern side of the center roof.
    d. The unit is to use R407C refrigerant.
    e. The unit should also interface with the City's building automation system via BACnet communications.
5. Each bidder is required to provide pricing for the installation of a 5-ton and 8-ton unit. The City will choose to go with either the 5-ton or 8-ton unit.

TECHNICAL SPECIFICATIONS:

Option 1

Liebert 5-ton MiniMate2 Environmental Control System

i. One (1) 460v, 3ph, 5-ton split evaporator MiniMate2 Environmental Control System, or equivalent, or superior product.
    1. The split system evaporator unit will include
        a. Evaporator coil
        b. Filter dryer
        c. Thermal expansion valve
        d. High head pressure switch
        e. Two-speed blower assembly (on direct drive)
        f. Microprocessor control with audible and visual alarms

ii. The outdoor condensing unit will be a 5-ton Model PFH067A-AH7, or equivalent, or superior product, and include the following:
    a. High head pressure switch
    b. Scroll compressor
    c. Hot gas bypass
    d. Electric heat
    e. Canister humidifier
    f. Filter clog indicator
    g. Smoke sensor

Option 2

Liebert 8-ton MiniMate2 Environmental Control System

iii. One (1) 460v, 3ph, 8-ton split evaporator MiniMate2 Environmental Control System, or equivalent, or superior product.
    1. The split system evaporator unit will include
        a. Evaporator coil
        b. Filter dryer
        c. Thermal expansion valve
        d. High head pressure switch
        e. Two-speed blower assembly (on direct drive)
        f. Microprocessor control with audible and visual alarms

iv. The outdoor condensing unit will be a 5-ton Model PFH067A-AH7, or equivalent, or superior product, and include the following:
    1. High head pressure switch
    2. Scroll compressor
    3. Hot gas bypass
    4. Electric heat
    5. Canister humidifier
    6. Filter clog indicator
    7. Smoke sensor

6. Required Warranties
    a. 1year parts and labor
    b. 5year compressor warranty
    c. Manufacturers warrant will apply
    d. Warranty inspection start-up with Liebert supervision

7. Required Service
    a. NIC for remote network communications and control. SNMP, HTTP and Modbus
    b. Awarded vendor will supply and install the selected unit.
    c. Unit power will be provided by local distribution panel.
    d. The evaporator coil will be installed in the corridor outside the server room and duct into the server room.
    e. Vendor will supply and connect condensation lines to restroom drain.

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

1201-034
Liebert Unit for the City of Frisco Police Department

Item	Description	Units	Unit Cost	Extended Cost	Delivery (in days)
1	Liebert 5-ton MiniMate2 Environmental Control System	1			
2	Liebert 8-ton MiniMate2 Environmental Control System	1			

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_____

Exhibit "B"

Addendum #1
(2 pages attached)

CITY OF FRISCO PURCHASING DIVISION

January 31, 2012
Addendum #1
Revised Specification for Option 2 8 Ton Liebert Unit

Bid # 1201-034
Liebert Unit for the City of Frisco Police Department Server Room

Option 2
One (1) 8 Ton Split Evaporator Liebert MiniMate2 Precision Cooling System, Model MMD96E7AHELD. The system will provide a total cooling capacity of 92,700 kBtuh and a sensible cooling capacity of 84,900 kBtuh at 75°F, 45% RH.

Split System Evaporator

- Includes evaporator coil, filter drier, thermal expansion valve, R-407C unit refrigerant charge, belt-driven blower, and microprocessor control with audible and visual alarms

One (1) Liebert Model PFH096A-AL7 Condensing Unit

- Includes condenser coil, hot gas bypass capacity control, R-407C unit refrigerant charge, scroll compressor and high head pressure switch.

Factory Installed Options:

- Electric Reheat
- Canister Humidifier
- Filter Clog Indicator
- Smoke Sensor
- Hot Gas Bypass Capacity Control
- Non-Locking Disconnect Switch

Ship-Loose Accessories

- 1 Sweat Adapters 3 Ton Circuit
- 1 Sweat Adapters 5 Ton Circuit
- 1 460 Volt Condensate Pump(s)
- 1 Condensate Pump Bracket(s)

- IS WEBADPT - SNMP Web Network Interface Card

Services Include:

- One year Parts only warranty
- 5 Year Compressor Only: Liebert 1st year standard parts only warranty + 2nd through 5th year compressor only extended warranty
- Warranty Inspection Start-Up

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.
Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.
Sincerely,

Jean Stellatella, CPIM, CPPB
Buyer
City of Frisco

Exhibit "C"

The Submittal
(28 pages attached)

CITY OF FRISCO, TEXAS

Competitive Sealed Bid

Bid No. 1201-034

LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVER ROOM

LOCATED AT THE CITY OF FRISCO POLICE DEPARTMENT

February 16, 2012

CITY OF FRISCO
TOM JOHNSTON
PURCHASING MANAGER
6101 Frisco Square Blvd.,
FRISCO, TX 75034

Submitted by

Frymire Services

2818 Satsuma Dr
Dallas, TX 75229
972.620.3500

GENERAL INFORMATION
CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1201-034

LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVER ROOM

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

February 16, 2012 @ 2:00PM CST

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND ONE COPY REQUIRED

MANDATORY PRE BID MEETING & TOUR SCHEDULED FOR FEBRUARY 7, 2012 @10:00AM AT THE FRISCO POLICE DEPARTMENT, 7200 STONEBROOK PARKWAY, FRISCO, TX 75034 IN THE GUN RANGE TRAINING ROOM

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 1201-034
LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT SERVER ROOM

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 a Liebert Unit for the City of Frisco Police Department Server Room.

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 16, 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 16, 2012 at 2:05 PM CST.

Write the competitive sealed bid number 1201-034, Liebert Unit for the City of Frisco Police Department 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

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:

1) CALL FRYMIRE SERVICES
2) TECH PLAN TO SEND INFORMATION TO THE CITY OF FRISCO

State location nearest to the City of Frisco where warranty work will be performed:

FRYMIRE SERVICES
2818 SATSUMA DR.
DALLAS TX 75229

This quote was prepared by:

Signature: Paul Roberts

Printed Name: PAUL ROBERTS

Title: COMMERCIAL SPECIALIST

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:

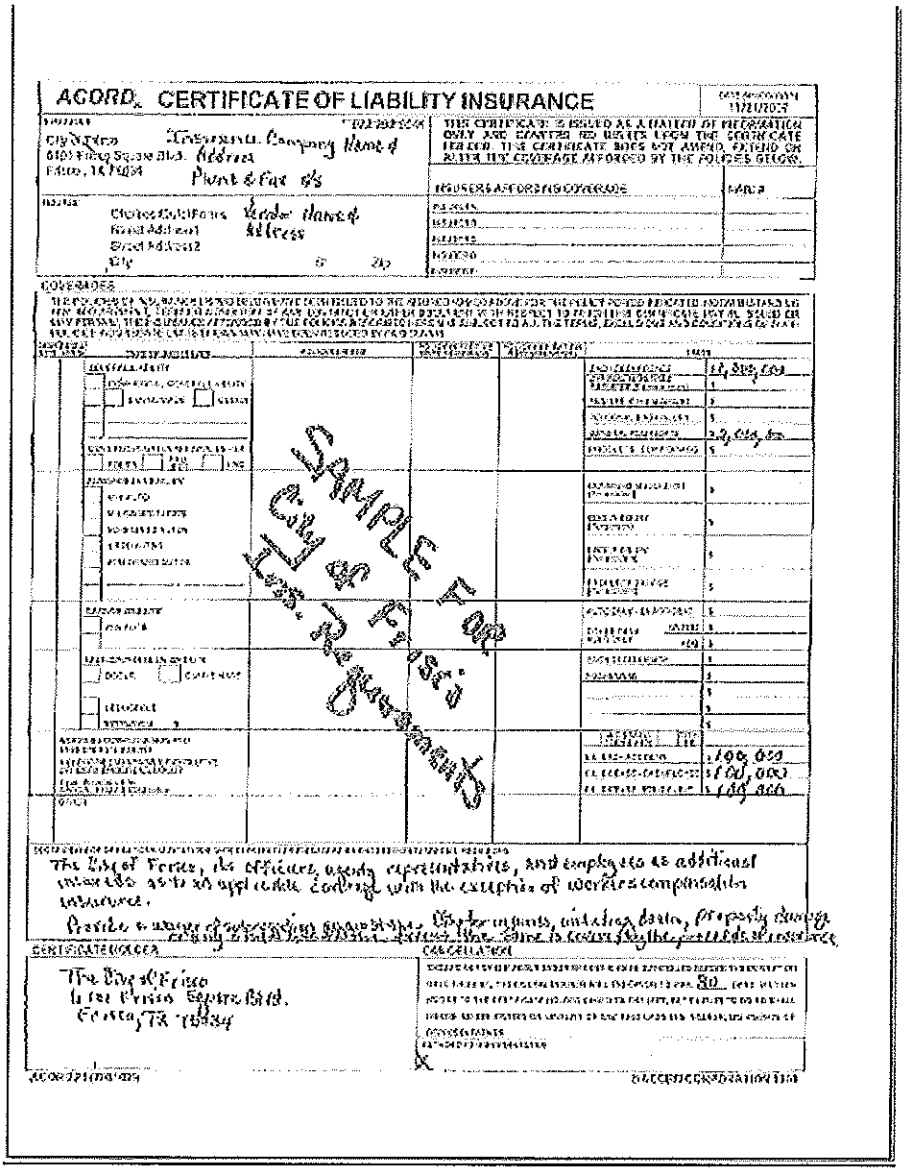
1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change 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) 11/20/2015

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.

PRODUCER — City of Frisco, 6101 Frisco Square Blvd., Frisco, TX 75034 — Insurance Company Name & Address — Phone & Fax #'s

INSURED — Client/Certificate Holder Name & Address

INSURERS AFFORDING COVERAGE — NAIC #

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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY — COMMERCIAL GENERAL LIABILITY — CLAIMS-MADE / OCCUR				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 $
	AUTOMOBILE LIABILITY — ANY AUTO / ALL OWNED AUTOS / SCHEDULED AUTOS / HIRED AUTOS / NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $
					BODILY INJURY (Per person) $
					BODILY INJURY (Per accident) $
					PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB — OCCUR / EXCESS LIAB — CLAIMS-MADE				EACH OCCURRENCE $
	DED — RETENTION $				AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY — ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT $
					E.L. DISEASE - EA EMPLOYEE $
					E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE FOR City of Frisco USE. Not Binding

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, employees as additional insureds as to all applicable liability with the exception of workers compensation insured.

Provide a waiver of subrogation in favor of the City of Frisco, its officers, agents, employees and volunteers.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 30 DAYS

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Rigg 2001 Bryan St. Ste 800 Dallas TX 75201	CONTACT NAME: PHONE (A/C, No, Ext): (214) 979-6200 FAX (A/C, No): (214) 979-6215 E-MAIL ADDRESS:
INSURED Frymire Services, Inc. P.O.Box 29197 Dallas TX 75229	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Auto Mutual Insurance Co — 25135 INSURER B : State Auto Mutual Insurance Co — 25135 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 36835 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			PBP2610019	12/1/2011	12/1/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP2337645	12/1/2011	12/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PBP2610019	12/1/2011	12/1/2012	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2189296	12/1/2011	12/1/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, it officers, Managers, representatives and employees is an additional insured under the General Liability and Auto Liability policies if required by written contract with the Named Insured, but only for the coverage provided by the pol

CERTIFICATE HOLDER	CANCELLATION
The City of Frisco 6101 Frisco Square Blvd Frisco TX 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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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:
   FRYMIRE SERVICES, INC
   2818 SATSUMA DRIVE
   DALLAS TX, 75229 (PH) 1 877 379 6473

2. Name and address of principal place of business, and phone number of your company's majority owner:
   FRYMIRE SERVICES, INC
   2818 SATSUMA DRIVE
   DALLAS TX, 75229
   READ FRYMIRE (PH) 1877 379 6473

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:
   AS ABOVE

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
NONE		

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: Frymire Services, Inc

Title of Officer: PRESIDENT

Signature of Contractor: George Frymire

Date: 2-15-12

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 George Frymire, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 15th day of February, 2012.

Harriet J Owens

Signature of Notary Public in and for the State of Texas

HARRIET J OWENS
My Commission Expires
August 2, 2014

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 YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
N/A

If company is a partnership, list the partner's full legal name(s):
N/A.

If company is a corporation, list the full legal name as listed on the corporate charter:
FRYMIRE SERVICES, INC. TAX ID. 75-0932928

Is this firm a minority, or woman-owned business enterprise?

NO NO ___ YES If yes, specify (___) MBE (___) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO NO ____ YES

If yes, specify governmental agency: N/A

Date of certification: N/A.

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.** PAUL ROBERTS
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.** NOT APPLICABLE

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.** NOT APPLICABLE

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.** NOT APPLICABLE

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

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

N/A

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

N/A

D. Describe each affiliation or business relationship.

N/A

6

Signature of person doing business with the governmental entity

FEB 13th 2012
Date

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?

CITY OF FRISCO BID #1201-034
LIEBERT UNIT FOR THE CITY OF FRISCO POLICE DEPARTMENT
VENDOR REQUIREMENTS & TECHNICAL SPECIFICATIONS

The City of Frisco (the "City") is accepting Competitive Sealed Bids for one Liebert Unit to augment the existing HVAC system for the server room at the City's Police Department on 7200 Stonebrook Parkway, Frisco, TX 75034. A mandatory on site Pre Bid Meeting and tour is scheduled for February 7, 2012 @10:00AM in the Gun Range Training Room at the Frisco Police Department, 7200 Stonebrook Parkway, Frisco, TX 75034. Schneider Electric, our Energy Services Company who will be working with the awarded vendor on this project, will be represented at the mandatory pre bid and tour meeting. Vendors who arrive late will be turned away and not allowed to submit a bid. Sign in is required. Only vendors who sign in and attend the mandatory on site pre bid and tour meeting will be allowed to submit a bid. Vendors are strongly encouraged to send qualified Bid Coordinators to the mandatory pre bid and tour meeting. All questions asked and answered at the mandatory pre bid and tour meeting will be issued in an Addendum on February 8, 2012.

VENDOR REQUIREMENTS:

1. The job should be turn-key.
2. The awarded contractor will be required to work with our Energy Services Company, in this case Schneider Electric, to coordinate and add this new unit to our new Tridium EMS Overlay system. The awarded vendor will provide the necessary BACNet card and configure the Liebert unit in accordance with Schneider Electric's specifications and expectations.
3. All employees and subcontractors on the job will need go through a background investigation.
4. The new HVAC unit is intended to accomplish the following:
    a. This unit will be the prime unit for the controlling the total heat and humidity load of the server room for Frisco's Police Headquarters, with an existing unit functioning as a backup.
    b. The unit should be built specifically for computer room applications and be matched to the heat and humidity load as well as 24/7 operations.
    c. The outdoor condensing unit for the new Liebert is to be installed on the roof over the southern side of the center roof.
    d. The unit is to use R407C refrigerant.
    e. The unit should also interface with the City's building automation system via BACnet communications.
5. Each bidder is required to provide pricing for the installation of a 5-ton and 8-ton unit. The City will choose to go with either the 5-ton or 8-ton unit.

TECHNICAL SPECIFICATIONS:

Option 1

Liebert 5-ton MiniMate2 Environmental Control System

i. One (1) 460v, 3ph, 5-ton split evaporator MiniMate2 Environmental Control System, or equivalent, or superior product.
    1. The split system evaporator unit will include
        a. Evaporator coil
        b. Filter dryer
        c. Thermal expansion valve
        d. High head pressure switch
        e. Two-speed blower assembly (on direct drive)
        f. Microprocessor control with audible and visual alarms

ii. The outdoor condensing unit will be a 5-ton Model PFH067A-AH7, or equivalent, or superior product, and include the following:
    a. High head pressure switch
    b. Scroll compressor
    c. Hot gas bypass
    d. Electric heat
    e. Canister humidifier
    f. Filter clog indicator
    g. Smoke sensor

Option 2

Liebert 8-ton MiniMate2 Environmental Control System

iii. One (1) 460v, 3ph, 8-ton split evaporator MiniMate2 Environmental Control System, or equivalent, or superior product.
    1. The split system evaporator unit will include
        a. Evaporator coil
        b. Filter dryer
        c. Thermal expansion valve
        d. High head pressure switch
        e. Two-speed blower assembly (on direct drive)
        f. Microprocessor control with audible and visual alarms

iv. The outdoor condensing unit will be a 5-ton Model PFH067A-AH7, or equivalent, or superior product, and include the following:
    1. High head pressure switch
    2. Scroll compressor
    3. Hot gas bypass
    4. Electric heat
    5. Canister humidifier
    6. Filter clog indicator
    7. Smoke sensor

6. Required Warranties
    a. 1year parts and labor
    b. 5year compressor warranty
    c. Manufacturers warrant will apply
    d. Warranty inspection start-up with Liebert supervision

7. Required Service
    a. NIC for remote network communications and control. SNMP, HTTP and Modbus
    b. Awarded vendor will supply and install the selected unit.
    c. Unit power will be provided by local distribution panel.
    d. The evaporator coil will be installed in the corridor outside the server room and duct into the server room.
    e. Vendor will supply and connect condensation lines to restroom drain.

PROGRESS IN MOTION

GENERAL INFORMATION
CITY OF FRISCO, TEXAS
CITY OF FRISCO PURCHASING DIVISION

BID FORM

1201-034
Liebert Unit for the City of Frisco Police Department

Item	Description	Units	Unit Cost	Extended Cost $	Delivery (in days)
1	Liebert 5-ton MiniMate2 Environmental Control System	1	SAME AS	29,964.50	42
2	Liebert 8-ton MiniMate2 Environmental Control System	1	EXTENDED COST	33,987.00	42

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: FRYMIRE SERVICES, INC.
Address of Bidder: 2818 SATSUMA, DALLAS TX 75229
Telephone Number: 1 877 379 2779 Fax: 972 620 3555
E-mail address: proberts@frymire.com
By: PAUL ROBERTS (print name) Cash Discount Terms: 50% Deposit
Title: COMMERCIAL SPECIALIST Federal ID #/SSN #: 75-093 2928
Signature: Paul Roberts

Acknowledgement of Addenda: #1 #2 #3 #4 #5

PROGRESS IN MOTION

CITY OF FRISCO PURCHASING DIVISION

January 31, 2012
Addendum #1
Revised Specification for Option 2 8 Ton Liebert Unit

Bid # 1201-034
Liebert Unit for the City of Frisco Police Department Server Room

Option 2
One (1) 8 Ton Split Evaporator Liebert MiniMate2 Precision Cooling System, Model MMD96E7AHELD. The system will provide a total cooling capacity of 92,700 kBtuh and a sensible cooling capacity of 84,900 kBtuh at 75°F, 45% RH.

Split System Evaporator

- Includes evaporator coil, filter drier, thermal expansion valve, R-407C unit refrigerant charge, belt-driven blower, and microprocessor control with audible and visual alarms

One (1) Liebert Model PFH096A-AL7 Condensing Unit

- Includes condenser coil, hot gas bypass capacity control, R-407C unit refrigerant charge, scroll compressor and high head pressure switch.

Factory Installed Options:

- Electric Reheat
- Canister Humidifier
- Filter Clog Indicator
- Smoke Sensor
- Hot Gas Bypass Capacity Control
- Non-Locking Disconnect Switch

Ship-Loose Accessories

- 1 Sweat Adapters 3 Ton Circuit
- 1 Sweat Adapters 5 Ton Circuit
- 1 460 Volt Condensate Pump(s)
- 1 Condensate Pump Bracket(s)

- IS WEBADPT - SNMP Web Network Interface Card

Services Include:

- One year Parts only warranty
- 5 Year Compressor Only: Liebert 1st year standard parts only warranty + 2nd through 5th year compressor only extended warranty
- Warranty Inspection Start-Up

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.
Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.
Sincerely,

Jean Stellatella, CPIM, CPPB
Buyer
City of Frisco

CITY OF FRISCO BID TABULATION
OPENED 2/16/2012 2:00 PM
BID NO. 1201-034
LIEBERT UNIT FOR THE CITY OF FRISCO PD DEPT SERVER ROOM

	Frymire Services Inc 2818 Satsuma Dallas, TX 75229 877 379 2779 fax 972 620 3555 proberts@frymire.com	Berger Engineering Co 10900 Shady Trail Dallas, TX 75220 214 350 2331 fax 214 350 2362 mike.neill@berger-engr.com	EEC Enviro Service Co LLC PO Box 2535 Red Oak, TX 75154 972 938 1131 fax 972 576 5700 dewayne@eecenviro.com

LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			LIEBERT UNIT						
1	1	EA	Liebert 5-Ton MiniMate 2 Env Control System	29,964.50	29,964.50	37,455.00	37,455.00	44,060.00	44,060.00
2	1	EA	Liebert 8-Ton MiniMate2 Env Control System	33,987.00	33,987.00	41,105.00	41,105.00	47,740.00	47,740.00
					$63,951.50		$78,560.00		$91,800.00
			Delivery in Days	42 Days		90 Days		90 Days	
			F.O.B.	DELIVERED		DELIVERED		DELIVERED	
			DELIVERY						

ıext low	**$41,105.00**
ɔw	**$33,987.50**
avings	**$7,117.50**

BID TABULATION STATEMENT

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS. CITY OF FRISCO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

AGENDA ITEM #20.

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: **February 29, 2012**

Subject: **Consider and Act Upon Approval of a Purchase Order to Monster for the Continuation of Employment Application System Software Support, and Proposed Enhancements**

Action Requested: Consider and act upon approval of a purchase order to Monster for the continuation of employment application system software support, and proposed enhancements, in the two year amount of $34,808.

Background Information: The Human Resources Department (HR) has utilized the Monster Talent Management System since 2007 for the employment application process. The HR Department is requesting a continuation of the use of this system for two additional years. The cost for maintenance and support of this system over the next two years is $23,808. HR is also requesting the implementation of data integration from the Monster system to the HR system. The two year cost for implementation, maintenance and support is $11,000.

Board/ Citizen Input: N/A

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

Financial Considerations: Funding is available through the Human Resources operating budget.

Legal Review: N/A

Supporting Documents: Department memo, and invoice.

HUMAN RESOURCES DEPARTMENT

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 4TH FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5000 · FAX 972.292.5229
WWW.FRISCOTEXAS.GOV

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

From: **Lauren Safranek, Director of Human Resources**

Date: **March 2, 2012**

Subject: **Two Year Contract Renewal for On-line Application System**

Attached for City Council approval is the renewal for the City's on-line employment application system. The current contract is for two (2) years of system support and integration enhancements which total $34,808.

The City has utilized the Monster TMS system since 2007. In 2010 the decision was made in conjunction with the City Manager's Office to continue with the Monster TMS for the foreseeable future. Therefore, in 2011 a decision was made to evaluate integration options with the City's HRIS system. After discussions and evaluations with Monster, Human Resources determined that the best enhancement for the cost was to upload new hires into the HRIS system to streamline the on-boarding of new employees. This enhancement will cost $1,000 to develop and add $5,000 to the annual maintenance fee. Monster extended a discount of the annual maintenance if the City renewed with a two (2) year contract. With the discount, the City will save $896 annually on the maintenance fee. The final break down of the attached contract is:

TMS - Level 2 maintenance through 3/24/2013	$ 11,904
TMS - Level 2 maintenance through 3/24/2014	$ 11,904
TMS - Data Feed Implementation for new hires	$ 1,000
TMS - Data Feed maintenance through 3/24/2013	$ 5,000
TMS - Data Feed maintenance through 3/24/2014	$ 5,000

I hope you find this information informative. Please feel free to contact me at ext. 5210 if there are any questions. Thank you.

Sales Order for:

City of Frisco

Date 1/23/2012	**Sales Rep** Carmen Savage
Quote # 1-1ZAM2RT, **Revision #** 1	**Quote Valid From** 1/23/2012 to 03/09/2012
MSA # 1-1NWCOCO	

Customer: Lauren Safranek City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034 USA (972) 292-5210 lsafranek@friscotexas.gov	**Bill To:** Lauren Safranek City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034 USA

This Sales Order is subject to the terms and will become a part of the Master Services Agreement between Monster and the Customer.

Item #	Product	Product Start Date *(if applicable)*	Product End Date *(if applicable)*	Quantity	Tax Rate	Tax Amount
1	TMS--Level 2 Employee Size = 501-1500 $11,904.00	3/24/2012	3/24/2013	1	Exempt	$0.00
2	TMS--Level 2 Employee Size = 501-1500 $11,904.00	3/24/2013	3/24/2014	1	Exempt	$0.00
3	TMS--Data Feed Outbound $5000.00	3/24/2013	3/24/2014	1	Exempt	$0.00
4	TMS--Data Feed Outbound $5000.00	3/24/2012	3/24/2013	1	Exempt	$0.00
5	TMS--Data Feed Outbound Implementation $1000.00	3/24/2012	3/24/2013	1	Exempt	$0.00

Pre-Tax Quote Total :	$34,808.00
Tax :	$0.00
Quote Total :	$34,808.00

Applicable taxes will be reflected on Customer's invoice. Any tax amounts included in this order are subject to change. TX Tax rates adjusted for 20% Data Processing/Info Services exemption.

PRODUCT INFORMATION

TALENT MANAGEMENT SUITE

Sales Order for:

City of Frisco

Monster shall provide Monster's Talent Management Suite ("TMS") of services. TMS includes a hosted external career site, segregated resume database, EEO and AA reporting, OFCCP data capture and reporting and email letters functionality. If set forth in this Sales Order, depending on the "Level" of services purchased by Customer, the TMS may also include an applicant tracking system, cross posting functionality, an intranet site, employee referral tools, "on-boarding" functionality, an offer management solution and a vendor module. If using the cross posting technology, Customer agrees to comply with the policies of the career job boards available through the cross posting functionality to which Customer places job postings. Monster shall not be responsible or liable to Customer or any other party for corrupted data, misinformation or inaccurate information, communications errors or interruptions or any other mistakes or failures caused by use of the cross posting functionality. It is possible that accurate information submitted via the cross posting functionality will be corrupted, delayed or lost due to hardware failures, the presence of bugs in software, viruses, hackers, telecommunications interruptions or other causes. Customer bears the risk of any and all interruptions and failures, erroneous data transmissions, software bugs, hardware failures, viruses and hackers, regardless of their cause. Customer assumes full responsibility for its selection of the career job boards on which its job postings are posted using the cross posting functionality.

Sales Order for:

monster

City of Frisco

By signing this Sales Order, you are offering to purchase the products and services listed above. Your offer to purchase becomes a binding commitment upon acceptance by Monster, and is not subject to the issuance of any further purchase orders, confirmations or other events.

AGREED TO BY:

City of Frisco

By:_____
Name (Please Print):_____
Title:_____
Date: _____

Please use the space below to correct Customer or Bill To information, and indicate preferred payment method.

Name: _____	**Billing Contact(If different):** _____
Company: _____	**Telephone #:** _____
Address: _____	**Address:** _____
City, State, Zip: _____	**City, State, Zip:** _____

Pre-Tax Quote Total :	$34,808.00
Tax :	$0.00
Quote Total :	$34,808.00

Applicable taxes will be reflected on Customer's invoice. Any tax amounts included in this order are subject to change.

Payment Method: ☐ **Invoice** ☐ **Credit Card**

If Payment Method is Invoice, Purchase Order #:_____

Payment Terms: 25 / 25 / 25 / 25 Quarterly Invoices (Months 1, 4, 7, and 10). 4 equal installments, billed every three months, starting at time of signing. Each Invoice/Net 30. Payment will be due within thirty days of invoice date.

PLEASE DO NOT USE THIS FORM TO SUBMIT CREDIT CARD INFORMATION. If you wish to pay by credit card, or change the credit card information below, please contact Jason Hillman, at (317) 616-5664.

ALL PAGES OF THIS CONTRACT MUST BE RETURNED.
PLEASE FAX BACK TO:
Fax To: Jason Hillman Fax: (317) 669-4567 Phone: (317) 616-5664

AGENDA ITEM #21.

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: **February 29, 2012**

Subject: **Consider and act upon ratification of the purchase with TS Sports for an upgrade to the timing system at the Dr Pepper Stars Center Arena.**

Action Requested: Consider and act upon ratification of the purchase with TS Sports for an upgrade to the timing system at the Dr Pepper Stars Center Arena, in the amount of $38,000.

Background Information: Purchase made to enhance the existing timing system at the Dr. Pepper Stars Center Arena. This upgrade was recommended by the North American Hockey League as an item needing improvement to get the national North American Prospects Hockey League national tournament back in Frisco, and enhance future bids for sporting events at this venue.

Board/ Citizen Input: N/A

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

Financial Considerations: $30,000 is available through the Texas Trust Fund reimbursement and the $8,000 difference will be paid by the Arena.

Legal Review: N/A

Supporting Documents: Department memo, and invoice.

PROGRESS IN MOTION

Convention and Visitors Bureau
City of Frisco, Texas

Memorandum

To: Tom Johnston

From: **Marla Roe**

Date: **February 27, 2012**

RE: **Timing System at Dr Pepper Arena**

In 2011 the North American Hockey League was awarded the national North American Prospects Hockey League national tournament. One of the areas in the Arena that the NAHL cited as needing improving was the existing timing system. After a conversation with the State Comptroller's Office regarding the Special Events Fund, we were encouraged to use those funds for capital improvements in addition to tournament expenses in order to make our existing facility more marketable to future events.

We worked with the Dr Pepper Arena to secure the best pricing for upgrading the timing system and they (Arena) determined, after speaking with a couple of vendors, that they needed to use the existing vendor to make sure the upgrade was compatible with what they already had. Total cost for the upgrade is $38,000. The Arena agreed to pay a portion of the timing system upgrade, $8,000 , with the balance being paid through the Texas Trust Fund reimbursement.

This upgrade to the timing system not only was beneficial to in-house tenants, but also allowed us to get the national NAPHL event back in Frisco, and will enhance future bids for sporting events.

TS SPORTS
Powered by LIGHTHOUSE

Invoice

TS Sports #2

P.O. Box 612528
Dallas, TX 75261

Date	Invoice #
12/22/2011	12-11-2090

Bill To

City of Frisco fbo
Dr. Pepper Stars Center
Mr. Dave Copland
2601 Avenue of the Stars
Frisco, TX 75034

Project Name

Dr. Pepper Stars Center
2601 Avenue of the Stars
Frisco, TX 75034

Purchase or Work Order No.

Description	Qty	Rate	Amount
Contract Amount $38,000.00			
Contract billing – 100% complete	1	38,000.00	38,000.00

Subtotal	$38,000.00
Sales Tax (0.0%)	$0.00
Balance Due	$38,000.00

AGENDA ITEM #22.

PROGRESS IN MOTION

City Manager's Office
City of Frisco, Texas

Memorandum

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

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

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

Date: **March 2, 2012**

Subject: **Proposed Services Agreement with the Museum of the American Railroad for a presence in the Frisco Heritage Museum.**

Action Requested: Approval by City Council of a proposed Services Agreement between the City of Frisco and the Museum of the American Railroad ("MAR"). The agreement will allow the MAR to utilize space in the Frisco Heritage Museum to staff and operate the Museum Store.

Background Information: MAR is in the process of relocating their collection to the City of Frisco. It is their plan to ultimately operate out of their restored Depot which is being moved to Frisco with the rest of the MAR items and structures. In the interim they are in need of space for their staff. The MAR has had an office in the Heritage Museum since its opening along with collection items on loan to the City.

The proposed agreement would allow MAR to staff and operate the Museum Store. This would relieve the need for City staff to operate the store. Currently employees from the Library are assigned during the open hours for sale of tickets and items from the store. By allowing MAR the ability to operate the store, Library staff can be returned to their regular duties. The MAR would be responsible for setting up their own cash collection system along with separate phone and computer systems. The MAR will be solely responsible for their employees.

The proposed agreement provides that the MAR may sell its merchandise from the store. They would also collect walk-in ticket revenue for Heritage Museum visits which would then be remitted to the City as well as Frisco Heritage Association

items. Existing City store stock will be inventoried and funds will be remitted to the City for items sold. The City will limit further sale items once stock is exhausted.

An additional benefit from the agreement is that MAR will be available to provide professional advice to the City and the Heritage Association, as may be requested, on museum operational practices. Since the opening of the Frisco Heritage Museum, the MAR has assisted the City with questions about materials, collection practices, and educational programs. Further, the MAR has cooperated with and assisted the Frisco Heritage Association.

Board Review/Citizen Input: The Frisco Heritage Association Board is aware of the proposed agreement and supports it.

Financial Considerations: There is no cost to the City to allow the MAR to operate the Museum store.

Legal Review: The City Attorney's Office has approved the proposed document.

Supporting Documents:

- Proposed Services Agreement.

Staff Recommendation: Approval of the proposed Services Agreement.

SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND THE MUSEUM OF THE AMERICAN RAILROAD

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF FRISCO, TEXAS**, a municipal corporation of the State of Texas and a home rule city ("City"), and the **MUSEUM OF THE AMERICAN RAILROAD**, a Texas non-profit corporation ("MAR").

RECITALS

WHEREAS, MAR is constructing facilities in Frisco to operate a Railroad Museum ("Railroad Museum") within the City;

WHEREAS, the City anticipates that the Railroad Museum be part of a larger system of parks and recreational facilities, including without limitation, other family-oriented destinations;

WHEREAS, the City has provided financial incentives so that MAR will construct and operate its Museum and relocate its exhibits to the City;

WHEREAS, the City currently operates and staffs the Frisco Heritage Museum ("Frisco Heritage Museum"), including, among other things, a Museum Store ("Museum Store") and collects funds for the ticketing to the Frisco Heritage Museum;

WHEREAS, MAR has historical items on loan and in display at the Frisco Heritage Museum and has had use of the Frisco Heritage Museum for various activities;

WHEREAS, MAR has staff which can operate the Museum Store and perform certain services (hereinafter defined as "Services") while is developing its operations in the City. MAR staff can, among other things, relieve, in part, the need for City staffing at the Frisco Heritage Museum; and

WHEREAS, the City desires to enter into this Agreement to describe the Services to be performed by MARS and to outline the terms of the relationship between the City and MAR regarding a presence in the Frisco Heritage Museum.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

WITNESSETH

ARTICLE 1
TERM

This Agreement is effective beginning March 12, 2012 ("Effective Date") and will have an initial term of two (2) years ("Term"). The Term may be extended for up to two (2) successive one (1) year terms upon the written agreement of the parties.

ARTICLE 2
CONSIDERATION

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

ARTICLE 3
DESCRIPTION OF THE FRISCO HERITAGE MUSEUM
AND MUSEUM STORE

The Frisco Heritage Museum is described as the approximately 17,500 square foot structure as more particularly depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes. The Frisco Heritage Museum shall include, but not be limited to, the City's historical collection, furnishings, equipment, and inventory situated in therein. The Museum Store is described as the approximately 400 square foot retail space located on the first floor of the Frisco Heritage Museum, as more particularly depicted on **Exhibit "A"**, attached hereto.

ARTICLE 4
APPOINTMENT OF MAR AS THE CITY'S REPRESENTATIVE

MAR as an Independent Contractor

4.01. The City desires MAR to be its exclusive representative for operating the Museum Store in the Frisco Heritage Museum, and MAR accepts the responsibilities of providing the Services set forth in this Agreement. MAR will act on behalf of the City in the operation of the Museum Store and the collection of the ticket fees paid for admission to the Frisco Heritage Museum. MAR is permitted to sell MAR retail items, as it may reasonably determine as appropriate items to be sold in the Museum Store, the proceeds of which shall be retained by MAR. The items stocked shall be at the sole cost and expense of MAR. MAR may sell items from other City-approved entities, such as the Frisco Heritage Association ("Frisco Heritage Association"). The City may not control the details of MAR's work, except to the limited extent expressly provided for herein; thus, MAR will be an independent contractor of the City. MAR will not be considered a partner or joint venturer with the City. None of MAR's employees shall be entitled to receive any benefit provided by the City to its employees.

MAR's Fiduciary Duties

4.02. The relationship between the City and MAR will be one of trust in which MAR will comply with all fiduciary obligations and duties, including but not limited to, the duty to keep the City's property separate from MAR's property, comply with the Regulations (hereinafter defined) and only using the City's property with the prior written consent of the City. Except as the City specifically authorizes, MAR will clearly identify itself as the City's representative in all dealings with third parties in respect to the Museum Store.

ARTICLE 5
SERVICES TO BE PERFORMED PROFESSIONALLY

MAR will furnish the Services, exert its best efforts, and exercise the highest professional skill and competence in the operation of the Museum Store and in its advice and assistance to the City regarding the Frisco Heritage Museum. MAR will comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and other legal requirements, as they currently exist, may be amended or in the future arising ("Regulations") in performing the Services and obligations set forth in this Agreement. MAR will obtain, at its sole cost and expense, any and all licenses required for its operations at the Frisco Heritage Museum on behalf of the City.

ARTICLE 6
SERVICES TO BE PROVIDED BY MARS

The following Services ("Services") shall be provided by MARs in accordance with this Agreement:

6.01. MAR will supply staffing support during regular Frisco Heritage Museum operating hours (Wednesday – Saturday, 10:00am to 5:00pm, or as may change from time to time with approval of the City). Specifically, one MAR staffer shall take a principal role in the operation of the Museum Store, including, but not limited to, collecting admissions, retail sales, and other tasks associated with daily operations of the Frisco Heritage Museum and Museum Store.

6.02. MAR will provide, upon request, consultation with the City regarding, among other things, general Frisco Heritage Museum planning, operations, and practices, including without limitation, conservation of artifacts, exhibits, and programming.

6.03. MAR will establish a point of sale/inventory control system for admissions to the Frisco Heritage Museum and sales at the Museum Store.

6.04. MAR will assist, as may be requested by the City, on the updating of educational programs and associated collateral materials, such as, among other things, printed materials and publications.

6.05. MAR shall perform all Services reasonably necessary to ensure that the Museum Store is operated in a businesslike manner in strict accordance with the Regulations.

6.06. MAR shall not have authority to negotiate or enter into leases or subleases of any space within the Frisco Heritage Museum.

ARTICLE 7
CITY'S DUTIES

7.01. The City will provide MAR with use of the Museum Store along with office and administrative space on the second floor of the Museum as to be further agreed upon.

7.02. The City will provide MAR use of second floor railroad exhibit space, as may be reasonably determined by the City, in coordination with City Staff.

7.03. The City will coordinate MAR's use of Frisco Heritage Museum facilities for programs, meetings, and events

7.04. The City will coordinate the scheduling of field trips by schools including, but not limited to, billing and payment receipt and volunteer staff for presenting the tours.

7.05. The City will coordinate with the Frisco Heritage Association for the provision of a designated representative to operate the Museum Store in the absence of a MAR staffer.

7.06. The City will further coordinate with the Frisco Heritage Association to assist with guest services (docent, tour guide, etc.) and coordinate the Frisco Heritage Association activities.

ARTICLE 8
RECORDKEEPING AND REPORTING REQUIREMENTS

Books and Records

8.01. MAR will maintain accurate, complete, and separate books and records according to generally accepted accounting standards and procedures. The records will show, among other reasonable items requested by the City, income and expenditures relating to operation of the Museum Store and will be maintained so that individual items and aggregate amounts of accounts payable and accounts receivable, available cash, and other assets and liabilities relating to the Frisco Heritage Museum may be readily determined at any time. At any reasonable time, the City may inspect the books and records kept by MAR relating to the Frisco Heritage Museum, including but not limited to all checks, bills, invoices, statements, vouchers, cash receipts, correspondence, and all other records dealing with management of the Frisco Heritage Museum. The City may also perform an audit of MAR's records and operations. The City may

exercise these rights in person, or through the City's attorney or accountant or other representative.

Preparing Payroll-Tax Returns

8.02. MAR will prepare and file all required payroll-tax returns and other documents, including but not limited to those required under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, and any similar federal, state, or local legislation, and all withholding-tax returns required for employees of MAR whose work relates to the Frisco Heritage Museum.

ARTICLE 9
INSURANCE

Insurance Maintained by MAR

9.01. During the term of this Agreement, MAR shall, at its sole cost and expense, obtain and maintain insurance against claims for injuries to persons (including death) and/or damages to property which may arise from or in connection with MAR's performance of this Agreement, including without any limitation, coverage for any work subcontracted with any other person or entity, insurance against claims for injuries to persons (including death) and/or damages to property which may arise from or in connection with its performance thereunder, in the following amounts:

General Liability insurance for personal injury (including death) and property damage	$1 Million Dollars per occurrence $2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million Dollars bodily injury per accident $1 Million Dollars bodily injury by disease-policy limit $1 Million Dollars bodily injury by disease-each employee of MARs
Hired and Non-Owned Auto Liability insurance covering MARs and its employees and agents	$5 Hundred Thousand Dollars per occurrence
Umbrella Liability insurance	$5 Million Dollars per

	occurrence $5 Million Dollars aggregate
Any other policy(ies) as the City may reasonably require	Amounts TBD

9.02 All insurance and certificate(s) of insurance shall contain the following provisions:

(1) name the City, its City Council Members, officers, agents, representatives and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. This coverage is primary to all other coverage the City may possess. A contractor's insurance shall also name MARs and the City as additional insureds;

(2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACCORD certificates; and

(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.

9.03 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.

9.04 A certificate of insurance evidencing MAR's required insurance shall be submitted by MARs before the Effective Date of this Agreement and at such other times as the City may request.

ARTICLE 10
EMPLOYEES

MAR's Additional Responsibilities

10.01 MAR will, at its sole cost and expense, hire, supervise, pay, and discharge all servants, employees, agents or contractors as necessary to perform the Services and obligations of this Agreement. Employees hired by MAR to manage the Museum Store are MAR's employees. MAR will comply with all applicable federal, state, and local laws regarding the hiring, compensation, and working conditions of its servants, employees, agents and contractors.

City's Responsibilities

10.02 The City will employ an individual to serve as the director for the Frisco Heritage Museum operations and to coordinate use of the Frisco Heritage Museum and grounds in relation to the Frisco Heritage Museum.

ARTICLE 11
LEGAL AND ACCOUNTING SERVICES

MAR may consult with an attorney or accountant if needed to comply with this Agreement.

ARTICLE 12
INDEMNITY AND CONTRIBUTION

MAR Indemnification Requirements

12.01. **INDEMNIFICATION. (A)MAR DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF MAR, ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM SUCH MAR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, IN WHOLE OR IN PART, 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 THE 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 MAR,AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION**

FROM EMPLOYMENT WITH MAR, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. IN THIS CONNECTION, MAR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FOR THE CITY'S, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATNES AND/OR EMPLOYEES, OWN NEGLIGENCE, IN WHATEVER FORM, ARISING OUT OF ANY ACT OR OMISSION, TAKEN OR FAILED TO BE TAKEN BY THE CITY, RELATING IN ANY MANNER TO THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF CAUSE OR ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF THE CITY. MAR IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS, AND THE CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST MAR IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WANING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN MAR 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 THE CITY IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, THE CITY AGREES TO REIMBURSE MAR FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY MAR THAT ARE ATTRIBUTABLE TO THE 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 MAR WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT.

(B) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY MAR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

MAR'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF MAR'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. MAR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF MAR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND MAR SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY THE CITY.

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

Non-liability of the City

12.02. Neither the City nor its officers, agents, employees, representatives and/or servants shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, rain, or water from any source or any other cause whatsoever, *unless solely and directly caused by or due to the gross negligence of the City, its officers, agents, servants, or employees*. The City, its officers, agents, employees, representatives and/or servants, shall not be liable for any latent or patent defect in the Frisco Heritage Museum and/or the Frisco Heritage Center.

12.03. Except as expressly provided in this Agreement to the contrary, the City shall not be liable to MAR, its agents, servants, employees, contractors, customers or invitees for any damage to person (including death) or property caused by any act, omission or neglect of MAR, its agents, servants, employees, contractors, customers or invitees.

12.04. The City and its agents and employees shall not be liable to MAR for any injury to person (including death) or damage to property caused by the Frisco Heritage Museum and/or the Frisco Heritage Center resulting from, other things, repair or by defect or failure of, among other things, any structural element of the Frisco Heritage Museum and/or the Frisco Heritage Center or, among other things, of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into or out of the Frisco Heritage Museum and/or the Frisco Heritage Center.

ARTICLE 13
TERMINATION

13.01. This Agreement may be terminated by either party for any reason, or no reason at all, upon providing the other party with thirty (30) days advance written notice. Upon such termination, MAR shall deliver to the City all records and other materials relating to the operation of the Museum Store and/or the Frisco Heritage Museum and shall surrender all funds held by MAR relating to, or held for, among other things, the operation of the Museum Store and

the Frisco Heritage Museum, including, but not limited to, all receivables or other monies paid by or to be paid by users thereof.

ARTICLE 14
GENERAL PROVISIONS

Mailing and Notice Requirements

14.01. 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:

CITY	**MAR**
George Purefoy City Manager 6101 Frisco Square Blvd. Frisco, Texas 75034	Robert LaPrelle President and CEO Museum of the American Railroad 6455 Page Street Frisco, TX 75034

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

Parties Bound

14.02. This Agreement will bind and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as this Agreement states otherwise.

Time of Essence

14.03. Time is of the essence in this Agreement.

Nonwaiver

14.04. No delay or failure to exercise a right under this Agreement, nor a partial or single exercise of a right under this Agreement, will waive that right or any other under this Agreement.

Modifying Agreement

14.05. No modification of this Agreement is valid unless in writing and signed by both parties.

Texas Law To Apply

14.06. This Agreement will be construed under Texas law. All obligations of the parties under this Agreement are to be performed in Collin County, Texas. Exclusive venue for any action brought under this Agreement shall lie in Collin County, Texas.

Counterparts; One Agreement

14.07. This Agreement and all other copies of it are considered one agreement. This Agreement may be executed concurrently in one or more counterparts, each of which will be considered an original, but all of which together constitute one instrument.

Prior Agreements Superseded

14.08. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between them relating to its subject matter.

Legal Construction

14.09. If a court of competent jurisdiction holds any one or more of the provisions of this Agreement to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had never contained the invalid, illegal, or unenforceable provision.

Headings

14.10. The headings in this Agreement are for convenience and will not enlarge or diminish the effect of the provisions of this Agreement.

Attorney's Fees

14.11. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and costs from the other in addition to any other relief that may be awarded. The court may award attorney's fees and costs in the trial of the action or in a separate action brought to litigate the issue of attorney's fees and costs.

Assignment

14.12. MAR may not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason, or no reason at all. Any unauthorized assignment is void.

Representations

14.13 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.

Sovereign Immunity

14.14 The parties agree that the City has not waived its sovereign immunity and/or another limitation of liability by entering into and performing its obligations under this Agreement.

No Third Party Beneficiaries

14.15 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.

Indemnification

14.16 The parties agree that the Indemnity provisions set forth in Article 12 herein are conspicuous, and the parties have read and understood the same.

Authority to Execute

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

Miscellaneous Drafting Provisions

14.18 This Agreement shall be deemed drafted equally by the 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.

The undersigned City and MAR execute this Agreement as of the Effective Date, at Frisco, Collin County, Texas.

CITY:

By: _____
George Purefoy, City Manager

MAR:

By: _____

Printed Name: _____

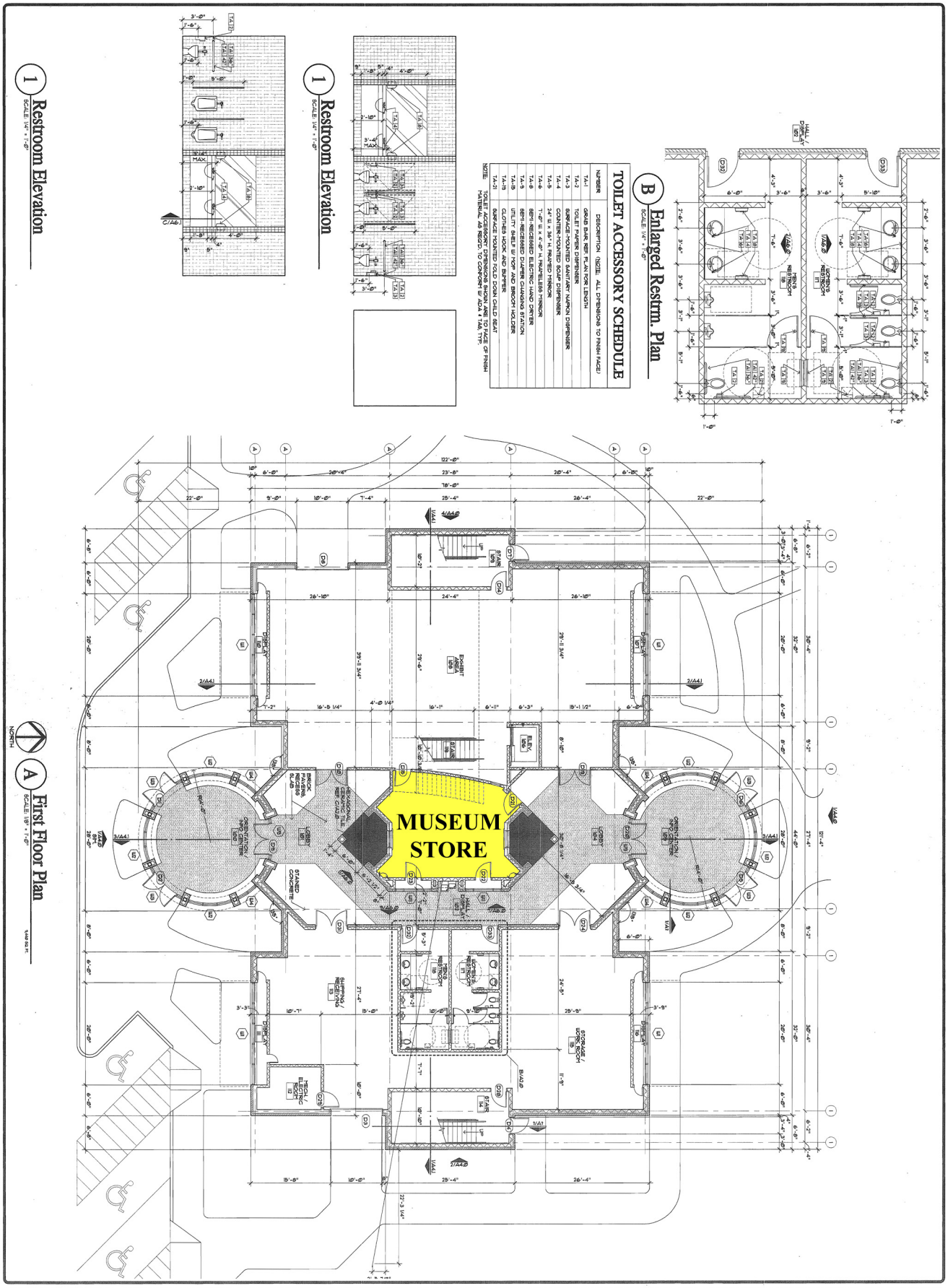
Its: President

EXHIBIT "A"

DEPICTION OF THE FRISCO HERITAGE MUSEUM AND THE MUSEUM STORE

[____ pages attached]

EXHIBIT A



DATE	03/15/06
JOB NO.	0601
DRAWN BY:	JS
SHEET TITLE	First Floor Plan
SHEET NO.	A2.0

Frisco Heritage Museum
Frisco, Texas

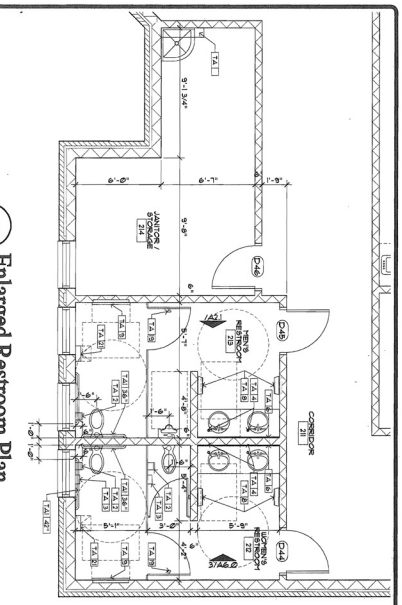
ARCHITECTS PHELPS WOOD
8992 TAFT POWELL ROAD
FRISCO, TX 75035
PHONE: (972) 335 - 9382
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EMAIL: phelpswood@phelpswood.com
phelpswood.com

ARTHUR V. PHELPS
TEXAS NO. 4307

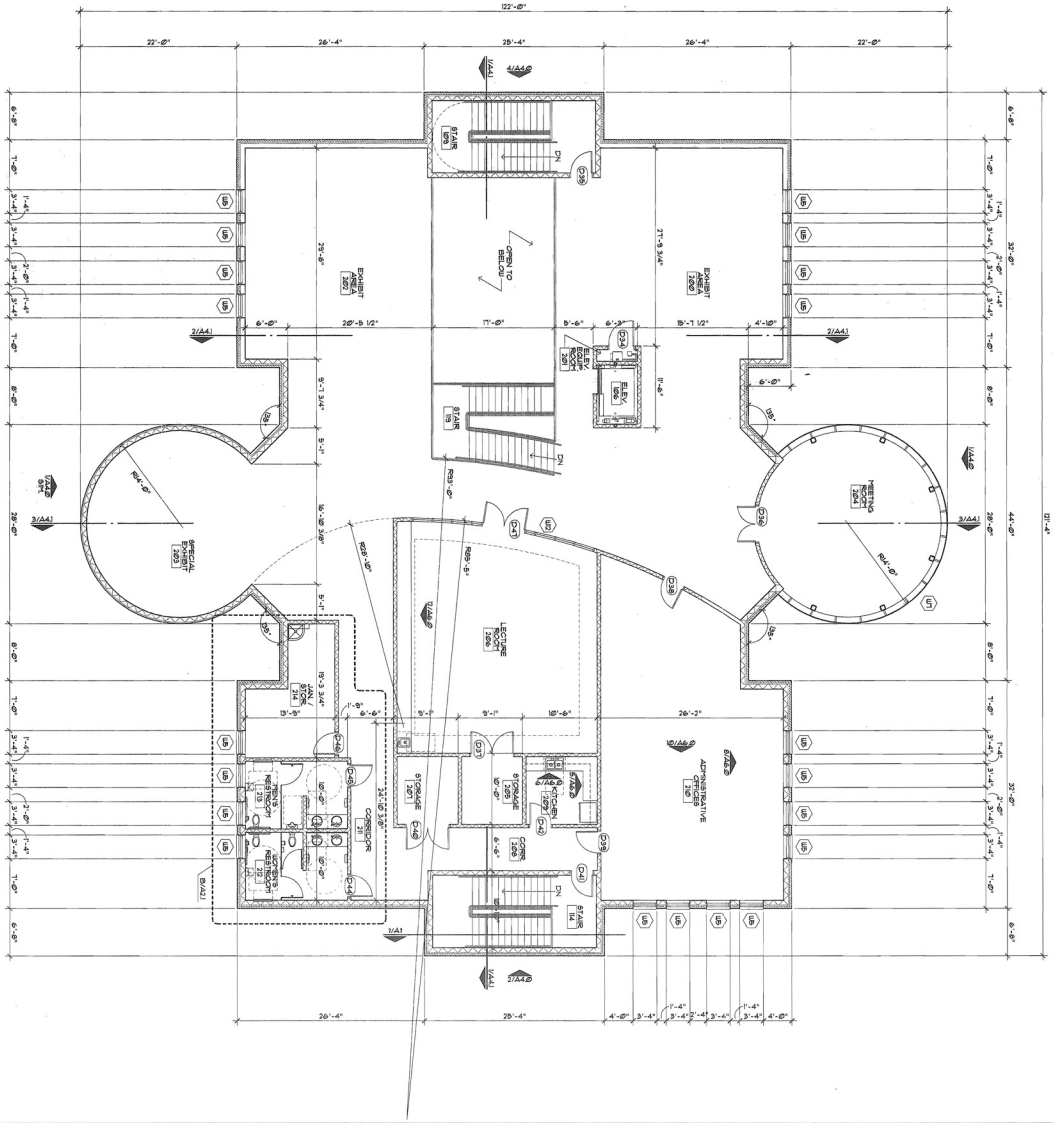
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REVISIONS	BY



B Enlarged Restroom Plan
SCALE: 1/4" = 1'-0"



NORTH

A Second Floor Plan
SCALE: 1/8" = 1'-0"

Frisco Heritage Museum
Frisco, Texas

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TEXAS NO. 4307

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REVISIONS	BY

DATE	02/15/06
JOB NO.	0601
DRAWN BY:	JS
SHEET TITLE	Second Floor Plan
SHEET NO.	A2.1

AGENDA ITEM #23.

PROGRESS IN MOTION

Convention and Visitors Bureau
City of Frisco, Texas

Memorandum

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

Cc: George A. Purefoy, City Manager
Henry Hill, Deputy City Manager

From: **Marla Roe**

Date: **February 29, 2012**

Agenda Caption: Consider and Act on the adoption of a Resolution authorizing the City Manager to submit documents to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from one event.

Action Requested: Consider and Act on the adoption of a Resolution authorizing the City Manager to submit to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from one event and to approve a consulting agreement with Don Hoyte, Ph.D.

The event is:

1. **2012 Ice Skating Institute's World Recreational Team Championships -** estimate of state tax revenue reimbursement - $155,113

Background Information: Under Vernon's Texas Civil Statutes Article 5190.14 and Article 398, the state of Texas has established a mechanism to promote and fund national and international events in the state through the contribution to the host city or county state a portion of the sales tax revenue from the event. An Economic Impact Study is required to analyze the increase in tax revenue associated with the event.

The Texas Comptroller is authorized to deposit state tax revenues from events after the revenues have been collected, and, to the extent that these deposits are matched by the deposit of local tax revenues (usually matched on the basis of $1 in local revenue for $6.25 in state revenue). The host city or county requests the reimbursement of the sales tax deposited from the event from the State Comptroller's Office after the event.

Don Hoyte prepared the required economic impact study. His services are only payable should the City be successful in obtaining the reimbursement from the state. Estimated cost for Don Hoyte, Ph.D. is $10,000.

Board Review/Citizen Input: None

Alternatives: Approve, deny, or table request.

Financial Considerations: None. Consulting services from Don Hoyte are payable only if reimbursement is gained and come from the state funds reimbursed expense.

Legal Review: None

Supporting Documents:

2012 Ice Skating Institute's World Recreational Team Championships Economic Impact Study

Resolution - for 2012 Ice Skating Institute's World Recreational Team Championships event

Reimbursement Services Agreement with Don Hoyte.

Staff Recommendation: Staff recommends adoption of a Resolution authorizing the City Manager to submit to the Texas Comptroller's Office Trust Fund for the reimbursement of state tax revenue acquired from the event and services agreement with Don Hoyte, Ph.D.

AGENDA ITEM #23.A.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT DOCUMENTS TO THE TEXAS COMPTROLLER'S OFFICE TRUST FUND TO REQUEST THE REIMBURSEMENT OF STATE TAX REVENUE ACQUIRED FROM 2012 ICE SKATING INSTITUTE'S WORLD TEAM CHAMPIONSHIPS.

WHEREAS, The City of Frisco finds it in the best interest of the citizens of Frisco that the 2012 Ice Skating Institute's World Team Championships be operated; and

WHEREAS, The City of Frisco agrees that the reimbursement of state tax revenue from the events will provide the City of Frisco with the funds to operate the event; and

WHEREAS, The City of Frisco designates the City Manager or his designee as the authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the request for reimbursement of state tax revenue on behalf of the applicant agency.

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

The City of Frisco approves submission of documents to the Texas Comptroller's Office Event Trust Fund requesting the reimbursement of state tax revenue generated from one event.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN COUNTY, TEXAS ON THIS THE _____ DAY OF _____ 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary

Letter from City

Economic Impact Study for:

2012 Ice Skating Institute's World Recreational Team Championships

Frisco, Texas

July 23 - 28, 2012

Submitted for consideration under the Events Trust Fund by:

Don Hoyte, Ph.D.
TexasTrustFunds.com
10704 Scotland Well Drive
Austin, Texas 78750

On behalf of

City of Frisco and

the Frisco Convention and Visitors Bureau

February 23, 2012

Event Background

The **Ice Skating Institute** (formerly the Ice Skating Institute of America) is an international governing body for recreational figure skating and a trade association for ice rinks. It was founded in 1959 in order to promote skating as a recreational activity. The ISI has developed a program of tests and competitions in all areas of figure skating, as well as limited areas of speed skating and ice hockey, from "Tot" levels to advanced tests that would provide interesting challenges even to Olympic medalists.

The ISI operates its programs independently from the International Skating Union (ISU), which regulates Olympic-style figure skating competitions, and its national member federations such as U.S. Figure Skating. However, the ISI and International Skating Union have a mutual agreement that allows skaters to have membership in both organizations, and be able to compete in both ISI and ISU competitions without losing eligible status in either organization

ISI competitions differ from those sanctioned by the ISU, USFSA, and other ISU-affiliated national governing bodies in several ways. For example, ISI competitions are judged and refereed almost exclusively by professional skating coaches, whose individual score sheets are not disclosed to the public. In events that have specific required maneuvers, responsibility for judging those maneuvers is divided among the judges, with each typically responsible for two maneuvers, and one or two other characteristics of the program, such as "correctness" or "duration".

Competitions are structured to provide encouragement and reward participation by dividing competitors into small groups. When more than five skaters or teams are competing in the same event (which is generally discouraged), those not placing in the top five are considered to be tied for sixth place. Competitions frequently keep team standings, with each first-place award also contributing five points to the skater's team (typically their home rink), four points for second-place, and so forth. This also serves to encourage maximum participation.

The ISI does not have "qualifying" rounds or "qualifying" competitions: any individual member in good standing who is not considered a professional skater may enter any event open to his or her age and test level, at any competition offering age- and level-appropriate events, with the only exception being that most rinks have "in-house" competitions, confined to those who skate regularly at that rink.

ISI competitions do not link events together: unlike serious competitions, in which skaters might be required to skate both "short" and "long" programs, with the final results being a composite of the two programs, each ISI event is (except for its effect on team standings) a single program skated "in a vacuum." On the other hand, a typical ISI competition will offer a very wide variety of individual events, including "freestyle," "footwork," "interpretive" (i.e., an extemporaneous program improvised to music not revealed to the skaters until the warm-up), and possibly several types of "spotlight" programs (i.e., show-type programs that may include props of various types).

The ISI still offers both testing and competition in figures, including not only standardized figures from the rulebook, but also figures designed by the skaters themselves.

The ISI holds six national championship events each year. Along with their 2012 host cities, these are: the Winter Classic (Northbrook, Illinois), the Synchronized Championships (St. Peters, Missouri), the Conference Championships (Orlando, Florida), the World Recreational Team Championships (Frisco, Texas), the Adult Championships (Las Vegas, Nevada) and the Holliday Classic (Danbury, Connecticut).

These events are regularly moved to various host cities that apply to host them in order to best showcase and support ISI skating. As the result of an application by the City of Frisco, ISI awarded the World Recreational Team Championship event to Frisco to be held July 23 – 28, 2012 (See event award letter in Appendix)[i].

Over the past five years this event has been held in various cities across the country with, higher attendance by competitors typically in the larger metropolitan areas:

Sites of Previous ISI World Team Championships

	Host City	Skaters
2007	Chicago, Illinois	1,595
2008	Denver, Colorado	920
2009	San Jose, California	1,276
2010	Boston, Massachusetts	1,491
2011	Minneapolis, Minnesota	1,107
	Average	1,278

Because the target for the ISI World Team competition is the recreational skater rather than the professional, moving the competition from city to city each year greatly increases the involvement in the ISI since this event tends to attract a large percentage of participants from the host state. For example, in 2011 about 55 percent of skaters were from Minnesota while in 2010 about 45 percent of skaters were from Massachusetts. In both 2010 and 2011, only about 5 percent of skaters were from Texas.

There are a wide variety of events scheduled throughout the week of the event to attract skaters to participate in several days of competition to earn both personal and team recognition (See Appendix for preliminary event schedule). Based on attendance patterns and levels at previous World Recreational Team Championships, Table 1 presents the likely pattern of attendance at the 2012 World Recreational Team Championship in Frisco based on a total attendance by 1,275 skaters[ii] each of which would stay, on average, less than 3.7 nights with 50 percent of the skaters being from outside Texas.[iii]

Table 1

Estimated Player, Coach, Fan and Other Attendance

ISI Worlds 2012 Championship

July 23-28, 2012 Frisco, Texas

Day	Date	Event Schedule	Athletes	Officials	Total Families & Fans	Out of State Family & Fans
1	22-Jul	Arrive	400	30	880	660
2	23-Jul	Day 1	575	40	1265	633
3	24-Jul	Day 2	750	50	1650	825
4	25-Jul	Day 3	875	60	1925	963
5	26-Jul	Day 4	975	60	2145	1,073
6	27-Jul	Day 5	1025	60	2255	1,128
7	28-Jul	Finals	925	60	2035	1,018
8	29-Jul	Return	450	10	990	792

Economic Impact

Including only the expenditures by athletes, coaches, staff, referees and out-of-state family and fans that will contribute tax revenue to the Event Trust Fund, the total economic impact to the state of holding this event is more than $2.2 million (see Table 2). The event will fill nearly 4,000 room-nights in hotels in the Frisco area with out-of-state visitors or athletes which will generate more than $562,000 in hotel revenues.[iv]

Table 2
Expenditure and Impact Summary for the
ISI Worlds 2012 Championship
July 23-28, 2012 Frisco, Texas

Total Room nights	3,993
Hotel Expenditure	$562,339
Food and Beverage	$610,074
Entertainment & Shopping	$798,892
Other Expenditures & Tips	$212,890
Total Economic Impact	***$2,184,195***

Food and beverage expenditures from the event will exceed $400,000 with shopping and entertainment expenditures exceeding $525,000

Event Trust Fund Tax Gain

In 2009, the 81st legislature enacted S.B. 1515 establishing the Events Trust Fund to assist in attracting to Texas, or retaining in Texas, sporting and other events that could be held outside the state. The provisions of this law allow the Comptroller to deposit into a trust fund established for a qualifying event the amount of state hotel, sales and use, motor vehicle rental and alcohol taxes that can be attributed to the incremental gain in economic activity to the state from hosting the event. To qualify for reimbursement from the Trust Fund, the local sponsoring municipality or county must contribute matching tax revenues received from hosting the event at the rate of $1 local tax dollar for every $6.25 in state tax contributions.

Table 3 sets out the assumptions and calculations used to estimate the incremental tax gain to the state and to the City of Frisco from hosting the 2012 ISI World Recreational Team Championships for the taxes deposited into the Trust Fund under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes. In total, the event is estimated to generate $133,718 in state tax revenues under the Events Trust Fund and $51,221 in local tax revenues to the City of Frisco from the same taxes. This includes expenditures by athletes, families and fans, as well as taxes generated by expenditures related to staging the event (see Table 4 for additional detail).

To match the state contrition to the Trust Fund, the maximum contribution the City of Frisco would need deposit is $21,395 of their estimated tax gain to match the total state gain fund for a total trust fund level of $155,113.

Table 3

State and Local Tax and Expenditure Summary for the

ISI Worlds 2012 Championship

July 23-28, 2012 Frisco, Texas

Hotel Expenditures:

	Athletes & Family	Staff & Officials
Persons/ hotel room[v]	2.91	1.25
Percent Staying in hotel	75%	80%
Hotel Cost rm/night[vi]	$114	$114

Day	Date				State Tax	Local Tax
1	22-Jul	$37,455	$2,179		$2,378	$3,567
2	23-Jul	$53,842	$2,906		$3,405	$5,107
3	24-Jul	$70,228	$3,632		$4,432	$6,174
4	25-Jul	$81,933	$4,358		$5,177	$6,174
5	26-Jul	$91,297	$4,358		$5,739	$6,174
6	27-Jul	$95,978	$4,358		$6,020	$6,174
7	28-Jul	$42,137	$726		$2,572	$3,858
				Total Tax	**$29,723**	**$37,228**

Food & Bev. Expend.:

Day	Date	Athletes	Staff & Officials	Out of State Family & Fans	State Tax	Local Tax
1	22-Jul	$9,790	$734	$16,154	$1,667	$267
2	23-Jul	$28,146	$1,958	$30,961	$3,817	$611
3	24-Jul	$36,713	$2,448	$40,384	$4,971	$739
4	25-Jul	$42,831	$2,937	$47,114	$5,805	$738
5	26-Jul	$47,726	$2,937	$52,499	$6,448	$740
6	27-Jul	$50,174	$2,937	$55,191	$6,769	$740
7	28-Jul	$45,279	$2,937	$49,807	$6,126	$980
8	29-Jul	$11,014	$245	$19,384	$1,915	$306
				Total Tax	**$37,519**	**$5,122**

Entertain. & Shopping:

Day	Date	Athletes	Staff & Officials	Out of State Family & Fans	State Tax	Local Tax
1	22-Jul	$12,820	$962	$21,153	$2,183	$349
2	23-Jul	$36,858	$2,564	$40,543	$4,998	$800
3	24-Jul	$48,075	$3,205	$52,883	$6,510	$967
4	25-Jul	$56,088	$3,846	$61,696	$7,602	$967
5	26-Jul	$62,498	$3,846	$68,747	$8,443	$969
6	27-Jul	$65,703	$3,846	$72,273	$8,864	$970
7	28-Jul	$59,293	$3,846	$65,222	$8,023	$1,284
8	29-Jul	$14,423	$321	$25,384	$2,508	$401
				Total Tax	**$49,131**	**$6,707**

Table 3, continued

State and Local Tax and Expenditure Summary for the ISI Worlds 2012 Championship

July 23-28, 2012 Frisco, Texas

State Mixed Bev. Tax:

Day	Date	Athletes	Staff & Officials	Out of State Family & Fans	**State Tax**	**Local Tax**
1	22-Jul	$0	$210	$4,620	$338	$56
2	23-Jul	$0	$560	$8,855	$659	$109
3	24-Jul	$0	$700	$11,550	$858	$132
4	25-Jul	$0	$840	$13,475	$1,003	$132
5	26-Jul	$0	$840	$15,015	$1,111	$132
6	27-Jul	$0	$840	$15,785	$1,164	$132
7	28-Jul	$0	$840	$14,245	$1,057	$175
8	29-Jul	$0	$70	$5,544	$393	$65
				Total Tax	**$6,583**	**$935**

Title 5 ABC State Tax:

Day	Date	Athletes	Staff & Officials	Out of State Family & Fans	**State Tax**	**Local Tax**
1	22-Jul	$0	$210	$4,620	$19	$0
2	23-Jul	$0	$560	$8,855	$38	$0
3	24-Jul	$0	$700	$11,550	$49	$0
4	25-Jul	$0	$840	$13,475	$57	$0
5	26-Jul	$0	$840	$15,015	$63	$0
6	27-Jul	$0	$840	$15,785	$67	$0
7	28-Jul	$0	$840	$14,245	$60	$0
8	29-Jul	$0	$70	$5,544	$22	$0
				Total Tax	**$376**	**$0**

Vehicle Rental Tax:

		Athletes	Staff & Officials	Out of State Family & Fans		
Percent Renting		0%	40%	20%		
Cost per Day		$40	$40	$40		
Day	Date				**State Tax**	**Local Tax**
1	22-Jul	$0	$480	$2,400	$288	$0
2	23-Jul	$0	$640	$2,300	$294	$0
3	24-Jul	$0	$800	$3,000	$380	$0
4	25-Jul	$0	$960	$3,500	$446	$0
5	26-Jul	$0	$960	$3,900	$486	$0
6	27-Jul	$0	$960	$4,100	$506	$0
7	28-Jul	$0	$160	$2,880	$304	$0
				Total Tax	**$2,704**	**$0**

Other Expenditures:	Hotel	Food & Bev.		
Tip Income	$24,769	$60,030		
		Total Tax	**$5,088**	**$814**
Event Expenses	$223,000		**$2,594**	**$415**

Total All Taxes	**$133,718**	**$51,221**
Required Local Tax match	$21,395	
Total Event Trust Fund	**$155,113**	

Although exact details of the sponsorship agreement between the ISI and the City of Frisco are still being finalized, it is estimated that these host expenses could exceed $200,000 as detailed in Table 4. Accordingly, this report requests that the Comptroller of Public Accounts approve establishing a Trust Fund for this event under Section 5C of Article 5190.14 Vernon's Texas Civil Statutes to receive up to $133,718 in state tax contributions when matched by $21,395 in appropriate contributions by or on behalf of the City of Frisco for a total fund level of $155,113.

Table 4
City and Sponsor Expenditures
ISI Worlds 2012 Championship
Frisco, Texas

Item	Total	State Tax
Advertising	$5,000	
Art & Design	$2,500	
Awards Expenses	$22,000	$1,375
Booth Expenses	$3,500	
Administrative & Funding	$15,000	
Entertainment/Special Event	$20,000	$625
Equipment Rental	$2,000	
Food & Beverage at event	$2,500	$156
Ice Time	$90,000	
Insurance	$500	
Miscellaneous	$1,000	
Photography	$1,500	
Postage-Shipping	$500	
Program Printing	$5,000	$313
Promotion Printing	$1,000	$63
Other Printing	$500	$31
Referees	$8,000	
Salaries	$30,000	
Security	$500	
Supplies	$500	$31
Travel Expense - Hotel	$2,500	(1)

Travel Expense - meals	$1,500	(1)
Travel Expense - Grnd Transp	$5,000	(1)
Travel Expense - Airfare & Other	$2,500	
TOTAL DIRECT EXPENSES	$223,000	$2,594

(1) included elsewhere

Attachment A:

ISI Site Selection Announcement

Ice Skating Institute

INTERNATIONAL HEADQUARTERS
6000 CUSTER RD., BLDG. 9
PLANO, TX 75023
www.skateisi.org
T 972 735 8800 F 972 735 8815

June 7, 2010

Mrs. Liz Mangelsdorf
Skating Programs Manager
Dr Pepper Star Centers
4020 Plano Parkway
Plano, TX 75093

Dear Liz:

I am pleased to confirm that the Board of Directors of the Ice Skating Institute has accepted your bid to host the 2012 ISI World Recreational Team Championships in North Texas. The event, which is scheduled to be held July 23-28, 2012, will be conducted at the Dr Pepper Star Centers located in Plano, Frisco and McKinney, Texas.

Your bid was selected over several others from other parts of the United States and will be the first time that "Worlds" has been held in Dallas since 1994. It is also important to note that the selection is a departure from the normal rotation of the event, which would have placed it on the West Coast.

We look forward to working with the management and staff of the Dr Pepper Star Centers along with the cities of Plano, Frisco and McKinney to provide the anticipated 1,200 skaters along with their families a fun, exciting and entertaining week of activities.

Should you have any questions or require any additional information, please do not hesitate to contact Randy Winship or me at the office in Plano.

Sincerely,

Peter G. Martell
Executive Director

Cc: R. Winship

Dedicated to providing leadership, education and services to the ice skating industry since 1959

TENTATIVE SCHEDULE FOR 2012 ISI Worlds

Special Skater / Tots / Pre-Alpha – Delta programs	THU / FRI
Special Skater / Tots / Pre-Alpha – Delta Solo Surprise	WED / THU
Special Skater / Tots / Pre-Alpha – Delta Spotlight	WED / THU / FRI
Alpha – Delta Stroking	WED / THU
Freestyle 1-3	TUE / WED
Freestyle 4-5	MON / TUE
Freestyle 6-10	WED / THU
Bronze / Silver Freestyle programs	TUE / WED
Gold / Platinum Freestyle programs	THU / FRI
Solo Compulsories – Pre-Alpha – Delta	THU / FRI
Solo Compulsories – Freestyle 1-3 / Bronze	MON / TUE
Solo Compulsories - Freestyle 4-5 / Silver	MON / TUE
Solo Compulsories - Freestyle 6-10 / Gold & Platinum	TUE / WED
Artistic 1-3 / Bronze	MON / TUE
Artistic 4-5 / Silver	TUE / WED
Artistic 6-10 / Gold & Platinum	WED / THU
Footwork 1-10 / Bronze - Platinum	MON / TUE
Interpretive 1-10 / Bronze - Platinum	TUE / WED
Solo Surprise 1-10 / Bronze - Platinum	TUE / WED
Solo Spotlight 1-3 / Bronze	THU / FRI
Solo Spotlight 4-5 / Silver	WED / THU
Solo Spotlight 6-10 / Gold & Platinum	THU / FRI
Rhythmic Skating 1-10 / Bronze - Platinum	MON / TUE
Jump & Spin – All levels	THU / FRI
Couples / Pairs	TUE / THU
Figures / Dance	FRI
Couples Spotlight	TUE / WED / THU
Family Spotlight	THU / FRI
Ensemble	THU / FRI
Production / Kaleidoskate / Pattern	FRI / SAT
Team Compulsories / Synchronized Teams	SAT
Team Surprise	SAT
Freestyle Synchro teams	Same day and time as Freestyle events

TexasTrustFunds.com

[i] Note that the original plan estimated using primarily facilities in Frisco with some overflow events held at skating facilities in Plano and McKinney, but the facilities in Plano have since closed and will not be used for this event.

[ii] Note that while there are estimated to be 1,275 different skaters at the event, peak daily attendance at the event never exceeds 80% of this total figure.

[iii] Since this event will have a mixture of both adults and children competing, it is estimated that each competitor will bring an average of 2.2 family members or friends with them to the competition.

[iv] For purposes of estimating the local tax gain, during the peak days of the event, total event hotel room demand in Frisco is limited to only 40 % of total available rooms in Frisco so local taxes generated in Frisco are somewhat limited during the four nights of the event when this capacity limitation is exceeded and skaters and their families stay outside of Frisco.

[v] Assumes 3.2 persons per group with 10% of groups renting two rooms.

[vi] Based on 6 event hotels in Frisco offering rooms at $119 per night, 2 event hotels offering rooms at $92 per night in McKinney and 4 event hotels in Plano offing rooms at $116 per night.

FRISCO

PROGRESS IN MOTION

February 29, 2012

Honorable Susan Combs
Texas Comptroller of Public Accounts
LBJ State Office Building
111 East 17th Street
Austin, Texas 78774

Dear Comptroller Combs:

On behalf of the City of Frisco, host community of the 2012 Ice Skating Institute's World Recreational Team Championships, I would like to request that your office consider the attached economic impact report on this event and prepare an estimate of the impact of this event under the Events Trust Fund (Section 5c of Articles 5190.14 Vernon's Texas Civic Statutes).

This event will be held in Frisco and McKinney July 23-28, 2012, and we request a determination from your office on the funding available for this event at your earliest convenience. The agreement between the City of Frisco and Frisco Convention & Visitors Bureau is that the City of Frisco will be coordinating this application for fundraising under the Events Trust Fund. We stand ready to address any questions you or your staff have on the economic impact report or other documents.

We look forward to your support.

Sincerely,

Henry Hill
Deputy City Manager

CC: Robert Wood
Director of Local Government Assistance and Economic Development

The Event may be found at: http://www.skateisi.com/site/sub.cfm?content=worlds

AGENDA ITEM #23.B.

TEXASTRUSTFUNDS.COM

10704 Scotland Well Drive
Austin, Texas 78750
(512) 461-7971

CONSULTING AGREEMENT

BETWEEN DON HOYTE, PH.D. (CONSULTANT)
AND FRISCO CONVENTION AND VISITOR'S BUREAU

The FRISCO CONVENTION AND VISITOR'S BUREAU, representing the host municipality for the 2012 ISI World Recreational Team Championships to be held in **Frisco**, Texas on July 23 - 28, 2012 agrees to pay Don Hoyte, Ph.D. of **TexasTrustFunds.com** for the preparation of an Economic and Tax Impact Study for this event under the Events Trust Fund submitted to the Texas Comptroller of Public Accounts.

Consultant shall prepare the preliminary estimates no later than February 23, 2012 and work with the sponsoring organization to meet the requirements for funding under the Events Trust Fund or similar trust fund statutes prior to the event. Consultant shall also assist sponsoring organization in meeting the requirements of the Trust Fund after the event.

The agreed fee due consultant for preparation of these documents and other consulting services shall be determined by the amount of state and local funds approved by the Comptroller for the 2012 ISI World Recreational Team Championships the trust fund statutes based on the following fee schedule:

Amount of Trust Fund	Fee
under $15,000	$1,500
$15,001 to $100,000	Lesser of 10% or $7,500
$100,001 to $200,000	$10,000
$200,001 to $500,000	$15,000
$500,001 to $750,000	$20,000
$750,001 to $1,000,000	$25,000

This consulting fee shall become due 10 days following the sponsoring organization directly or indirectly submitting their first receipts to the Comptroller for reimbursement under the Trust Fund and shall be payable from funds received from the trust funds.

In addition to this fee, the sponsoring organization agrees to reimburse consultant for any travel costs incurred in connection with this agreement within 10 days of consultant incurring those travel costs.

Agreed:

_____ _____

Henry Hill, Deputy City Manager **Date**
City of Frisco for
Frisco Convention & Visitors Bureau
7601 Gaylord Parkway, Ste 100, Frisco, TX 75034

AGENDA ITEM #24.

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**
Jim Gandy, President Frisco Economic Development Corporation

Date: **March 2, 2012**

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

Action Requested: Approval of a development agreement for the construction and opening of an Academy Sports and Outdoor retail center.

Background Information: The developer, Wanamaker Frisco One, L.P., is purchasing a tract of land on the east side of Preston just south of the future extension of John Hickman (south of La Hacienda) which will contain approximately 6.5 acres. The developer has submitted a preliminary site plan for development of the property which reflects a commercial development on a portion of the Property that will consist of an approximately seventy thousand (70,000) square foot building that is expected to be leased and occupied by Academy Sports and Outdoors, with a minimum commercial building permit value of not less than Five Million and 00/100 Dollars ($5,000,000.00), which does not include land.

In order to facilitate the development of the Sports and Outdoors Retail Center and Academy this development agreement is proposed. The development agreement provides for:

1. City agrees to construct –
   (i) an extension of John Hickman Boulevard from Preston Road to Ohio Drive
   (ii) a traffic signal at the intersection of Preston Road and John Hickman Boulevard, subject to approval by TxDOT

(iii) a twelve (12) inch water main in the John Hickman Boulevard with stubs to the property owned by Netzer and the developer
(iv) required improvements on the property owned by Primrose Academy

2. Netzer agrees to convey 0.3226 acres of right of way for the extension of John Hickman Blvd (this is subject to Dreig-Cambria, LLC conveying to Netzer 8,037 square feet pursuant to a separate agreement between Netzer and Dreig-Cambria, LLC)

3. The FEDC and Developer have approved the form of a Performance Agreement that will be executed simultaneously with this development agreement providing for economic assistance to the developer in the form of economic incentives to assist with offsetting the cost of constructing John Hickman Blvd.

4. The developer has agreed to assign to Frisco the economic incentives as follows. The lesser of –
   (i) up to Eight Hundred Thousand and 00/100 Dollars ($800,000.00) of the Economic Incentives; or
   (ii) up to sixty percent (60%) of the costs of the John Hickman Extension (and related water\sewer improvements) upon the City's completion of the construction of said improvements; and

5. The developer will provide Frisco with an irrevocable Letter of Credit (LOC) in the amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00). Upon the developer obtaining a Frisco Certificate of Occupancy ("**CO**") for the Academy Project, Frisco will release the LOC. If developer fails to pay the reimbursement, as outlined above, Frisco shall be permitted to declare the Developer in default and present the Letter of Credit for payment, and no additional action shall be necessary.

Please note that the attached agreement is in DRAFT form and may have some changes to the document language, but not to the business points.

Financial Considerations: The project budget is a total of $1.6 million. The FEDC will fund up to ½ of this cost with the remainder being funded with approved and sold general obligation funds. This project was on the project list submitted to City Council during its recent work session.

Legal Review: The document was drafted and reviewed by City Attorney staff.

Supporting Documents:

- (***DRAFT***) Development agreement document.

Staff Recommendation: Staff recommends approval.

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

DEVELOPMENT AGREEMENT
BETWEEN WANAMAKER FRISCO ONE, L.P., SHULA NETZER,
AND THE CITY OF FRISCO, TEXAS
(John Hickman Extension and Related Improvements)

THIS DEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of _____, 2012 (the "Effective Date of the Agreement"), by and between the City of Frisco, Texas, a Texas home-rule municipal corporation ("Frisco") and Wanamaker Frisco One, L.P., a Texas limited partnership ("Developer"), and Shula Netzer, individually, ("Netzer").

WHEREAS, Developer anticipates owning that certain tract of land situated in the City of Frisco, Collin County, Texas, containing approximately 6.5 acres, more or less, located in the southeast corner of Preston Road and John Hickman Boulevard, as more particularly described by metes and bounds in **Exhibit "A,"** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, Developer anticipates closing on the Property on or before May 15, 2012; and

WHEREAS, the closing on the Property may be contingent upon, among other things, zoning and platting of the Property; and

WHEREAS, pursuant to the proposed preliminary site plan for development of the Property, attached hereto as **Exhibit "B,"** and incorporated herein for all purposes (the "Sports and Outdoors Retail Center"), Developer has planned a commercial development on a portion of the Property that will consist of an approximately seventy thousand (70,000) square foot building that is expected to be leased and occupied by Academy Sports and Outdoors ("Academy Project"), with a minimum commercial building permit value of not less than Five Million and 00/100 Dollars ($5,000,000.00), which does not include land; and

WHEREAS, in order to facilitate the development of the Sports and Outdoors Retail Center and Academy Project, the Developer has requested, and City agrees, that certain improvements are necessary, and the City agrees to construct the improvements; more specifically: (i) an extension of John Hickman Boulevard from Preston Road to Ohio Drive, as identified by the depiction and currently identified temporary construction easement descriptions in **Exhibit "C,"** attached hereto and incorporated herein for all purposes; (ii) a traffic signal at the intersection of Preston Road and John Hickman Boulevard, subject to approval by TxDOT; (iii) a twelve (12) inch water main in the John Hickman Boulevard with stubs to the property owned by Netzer and the Developer, subject to approval by Netzer and Developer, as identified by the depiction in **Exhibit "B,"** attached hereto and incorporated herein for all purposes; and (iv) required improvements on the property owned by Primrose Academy including any necessary easements required for the John Hickman Boulevard extension or development of the Sports and Outdoors Retail Center and Academy Project, as allowed by a right of entry

permission slip, dated January 12, 2012, with said improvements identified in **Exhibit "B"**, and with all above referenced improvements (i)-(iv) collectively known herein as (the "John Hickman Extension and Related Improvements"); and

WHEREAS, Netzer agrees to convey 0.3226 acres of fee simple right of way as depicted in the revised conveyance plat, attached hereto as **Exhibit "D,"** and incorporated herein for all purposes, to Frisco for the extension of John Hickman Blvd (the "Conveyance") to enable Frisco to construct the John Hickman Extension and Related Improvements, subject to Dreig-Cambria, LLC conveying to Netzer 8, 037 square feet pursuant to a separate agreement between Netzer and Dreig-Cambria, LLC; and

WHEREAS, the Frisco Economic Development Corporation (the "FEDC") is desirous of financially assisting Frisco in the construction costs of the John Hickman Extension and Related Improvements; and

WHEREAS, the FEDC and Developer have approved the form of a Performance Agreement ("Performance Agreement"), that will be executed simultaneously herewith, providing for, among other things, economic assistance to the Developer in the form of economic incentives ("Economic Incentives"); and

WHEREAS, the Developer has agreed to assign to Frisco, the lesser of: (i) up to Eight Hundred Thousand and 00/100 Dollars ($800,000.00) of the Economic Incentives; or (ii) up to sixty percent (60%) of the costs of the John Hickman Extension and Related Improvements of the Economic Incentives upon the City's completion of the construction of said improvements; and

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to construct the John Hickman Extension and Related Improvements as provided herein.

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

1. **Findings Incorporated**. 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 representatives of Developer and Netzer.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property, including the Conveyance. Developer represents that it shall be the sole owner of the Property upon closing. Netzer represents that it is the sole owner of the Conveyance. This Agreement is strictly contingent upon the Developer's closing on the Property on the date provided above; otherwise, this Agreement shall be null and void without any additional necessary action by any party hereto.

3. **Design of John Hickman Extension and Improvements**. Frisco has engaged Halff & Associates to design the John Hickman Extension and Related Improvements and agrees to utilize said firm to complete the design unless otherwise decided by Frisco ("Design Plans"). Frisco, at its sole cost and expense, shall complete the Design Plans of the John Hickman Extension and Improvements.

4. **Conveyances/ Additional Easements**. Netzer shall complete the Conveyance by delivering a fee simple deed, free and clear of all liens and encumbrances, for the right of way identified in **Exhibit "B"** prior to Frisco's commencement of construction of the John Hickman Extension and Related Improvements.

Developer and Netzer agree to convey any and all additional easements and fee simple right of way as determined necessary by Frisco related to Frisco's performance under this Agreement within thirty (30) days of Frisco's request of any additional easement or fee simple right of way in a form provided by Frisco. Further, Netzer and Developer shall provide temporary construction easements to Frisco as needed for the construction of the John Hickman Extension and Related Improvements.

5. **Preston Road Address**. Frisco agrees that the Academy Project will be assigned a physical address located on Preston Road.

6. **Construction of John Hickman Extension and Related Improvements**. Frisco agrees to commence construction of the John Hickman Extension and Related Improvements upon execution of this Agreement and the Performance Agreement by all applicable parties and to pursue said improvements with diligence to completion. Frisco agrees to construct John Hickman Extension and Related Improvements in accordance with the Design Plans, and will promptly provide a copy of said Design Plans to Developer and Netzer, for informational purposes only, upon its receipt of same; provided, however, failure to provide said Design Plans shall in no way waive, hinder, impair and/or delay the construction of John Hickman Extension and Related Improvements.

7. **FEDC Reimbursement Payment for a Portion of Construction Costs of John Hickman Extension and Improvements**. In accordance with the Performance Agreement to be executed simultaneously with this Agreement, Developer will assign to Frisco, the lesser of: up to sixty percent (60%) of the construction costs associated with the John Hickman Extension and Related Improvements; or (ii) Eight Hundred Thousand and 00/100 Dollars ($800,000.00) (the "Reimbursement Payment"), upon the City's completion of the construction of the John Hickman Extension and Related Improvements in accordance with this Agreement. Upon completion of the aforesaid improvements, Frisco shall provide the Developer with an accounting of the costs of said improvements and an invoice for the lesser of: (i) up to sixty percent (60%) of the costs of said improvements; (ii) or Eight Hundred Thousand and 00/100 Dollars ($800,000.00). Within thirty (30) days of invoice and compliance with the terms of the Performance Agreement with the FEDC for payment of the Economic Incentives, the Developer shall direct the FEDC to make the Reimbursement Payment to Frisco. Frisco agrees to cooperate with the Developer in compliance with the terms and conditions of the Performance Agreement to get the Reimbursement Payment. Developer agrees that FEDC shall be able to rely on this

paragraph and the Reimbursement Payment described herein and no additional action on the part of the FEDC or Frisco shall be necessary to complete the Reimbursement Payment.

8. **Letter of Credit**. Prior to Frisco issuing the Developer a Building Permit for the Academy Project, the Developer shall provide Frisco with an irrevocable Letter of Credit in the amount of Four Hundred Thousand and 00/100 Dollars ($400,000.00). Upon the Developer obtaining a Frisco Certificate of Occupancy ("**CO**") for the Academy Project, Frisco will release Developer's Letter of Credit within fifteen (15) business days of Frisco's issuance of the CO. If Developer fails to pay the Reimbursement Payment in accordance with this Agreement to Frisco and the FEDC is not in default of the Performance Agreement with Developer, Frisco shall be permitted to declare the Developer in default and present the Letter of Credit for payment, and not additional action shall be necessary.

9. **Default**. If Developer fails to comply with the provisions of this Agreement, Frisco shall have all of the following remedies, in addition to Frisco's other rights and remedies:

a. to refuse to issue building permits for the Property; and/or

b. failure to obtain a Certificate of Occupancy for the Academy Project by February 1, 2013; and/or

c. to seek reimbursement by Developer for the actual construction costs paid by Frisco; and/or

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

e. to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

f. to seek specific enforcement of this Agreement.

Additionally, if Developer fails to comply with the terms and conditions of this Agreement, FEDC reserves the right to seek reimbursement of the Economic Incentives from Developer. In the event Frisco fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

10. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer and Netzer, and their respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the parties shall cause this Agreement to be filed in the Land Records of Collin County, Texas.

11. **Limitations of Agreement**. The parties hereto acknowledge that this Agreement is limited to the Conveyance and the construction of the John Hickman Extension and Related Improvements. Frisco ordinances covering property taxes, utility rates, permit fees, inspection

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fees, development fees, 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.

12. INDEMNIFICATION. DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, 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 APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF FRISCO (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER, AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. IN THIS CONNECTION, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FOR FRISCO'S, ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES, OWN NEGLIGENCE, IN WHATEVER FORM, ARISING OUT OF ANY ACT OR OMISSION, TAKEN OR FAILED TO BE TAKEN BY FRISCO, RELATING IN ANY MANNER TO THIS AGREEMENT, IN WHOLE OR IN PART, REGARDLESS OF CAUSE OR ANY CONCURRENT OR CONTRIBUTING FAULT OR NEGLIGENCE OF FRISCO. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND FRISCO AGAINST ALL SUCH CLAIMS, AND FRISCO IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH

DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT 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 DEVELOPER IS NOT REQUIRED TO INDEMINFY 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 DEVELOPER FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY DEVELOPER 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 DEVELOPER WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT.

IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE 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 BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. 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 AGREEMENT. IF 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 AGREEMENT.

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

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(1) THE CONVEYEANCES, 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 PLACES ON FRISCO'S INFRASTRUCTURE.

(III) 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 EXTENT 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 IT PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PRECEDENT IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) 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, 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 ACTIONS.

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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.

14. **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 any Developer's 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.**

15. **Notice**. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via 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: City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

With Copy to: Abernathy, Roeder, Boyd and Joplin, P.C.
Attention: Courtney A. Kuykendall
1700 Redbud Blvd., Suite 300
McKinney, Texas 75070-1210

If to Developer: Wanamaker Frisco One, L.P.
Attn: _____
_____
_____

If to Netzer: Shula Netzer
_____
_____
_____

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

17. **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.

18. **Developer's Warranties / Representations**. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to Frisco under this Agreement shall be considered to have been relied upon by Frisco and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Frisco or on Frisco's behalf.

19. **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.

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

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

22. **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.

23. **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 an 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 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.

24. **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.

25. **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.

26. **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, save and except the FEDC with regard to **Paragraphs 7-8**.

27. **Assignment / Binding Effect**. This Agreement is assignable upon the following conditions:

b. the assignment of the Agreement must be evidenced by a recordable document. The recordable document referred to in this paragraph is subject to the reasonable approval of Frisco;

c. at the time of assignment, Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the reasonable approval of Frisco;

d. Developer will file any approved, executed assignments in the Land Records of Collin County, Texas; and

e. Developer shall provide Frisco with the name, address, phone number, fax number and the name of a contact person for the assignee.

28. **Indemnification**. The parties agree that the Indemnity provisions set forth in **Paragraphs 12 and 13** herein are conspicuous, and the parties have read and understood the same.

29. **Construction**. All construction described herein shall be subject to and in compliance with all ordinances of Frisco, whether now or existing, hereafter 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.

30. **Conveyances**. All conveyances required herein shall be made in a form acceptable to Frisco and free and clear of any and all encumbrances.

31. **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.

32. **Reference to Developer**. When referring to "Developer" herein, this Agreement shall refer to and be binding upon all parties within the herein defined term Developer, and their

officers, directors, partners, employees, representatives, contractors, agents, successors, assignees, vendor, grantees and/or Trustees.

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

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

[SIGNATURES TO FOLLOW.]

DRAFT

FRISCO:

City of Frisco, Texas

By: _____
George Purefoy, City Manager

DEVELOPER:

WANAMAKER FRISCO ONE, L.P.
a Texas limited partnership

By: _____
Print Name: _____
Date: _____

NETZER:

By: _____
Shula Netzer, individually

Agreed and Consented to as a Third Party Beneficiary solely as to Paragraphs 7-8:

Frisco Economic Development Corporation

By: _____
James L. Gandy, President

DRAFT

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 _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED_____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE 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 _____, 2021.

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

DRAFT

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 **SHULA NETZER**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

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

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

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **JIM GANDY**, 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: _____

DRAFT

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

[3 Pages Attached]

DRAFT

GF Number: CTGS29-82911000547 Commitment Number: 82911000547

LEGAL DESCRIPTION

Legal description of the land:

Tract 1:

Being 6.31 acres out of Lots 2R and 7, Block B, Prestmont Center, an addition to the City of Frisco, Collin County, Texas, according to the plat there of recorded under Clerk's File No. 2011-28, Plat Records, Collin County Texas.

Tract 2: Easement Estate

Those non-exclusive easements as created by "Reciprocal Agreement Prescribing Covenants, Conditions, Easements and Restrictions" by and between Lebanon Joint Venture and Mak Properties, LLC dated December 8, 2003, filed December 11, 2003, recorded in Volume 5563, Page 189, Real Property Records, Collin County, Texas. As affected by that First Amendment filed February 8, 2011, recorded under Clerk's File No. 20110208000143510, Deed Records, Collin County, Texas.

Tract 3: Easement Estate

Those non-exclusive easements as created by "Firelane, Access, and Utilities Agreement" by and between Lebanon Joint Venture and Mak Properties, LLC dated December 9, 2003, filed December 11, 2003, recorded in Volume 5563,Page 209, Real Property Records, Collin County, Texas.

Tract 4:

Being 9093 square feet out of land described in Warranty Deed to Shula Netzer, Trustee, filed November 16, 1999, recorded in Volume 4544, Page 1884, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEING all that certain tract of land situated in the Mary Brown Survey, Abstract Number 42, in the City of Frisco, Collin County, Texas and being all of the certain tract described in the deed from Peggy Pope et el to First National Bank of Temple, Trustee recorded under Clerk's File Number 94-0062781, Land Records of Collin county, Taxes and being a part of Old Preston Road, as abandoned by the City of Frisco, by Ordinance No. 97-01-07, filed 02/07/1997 and recorded under County Clerk's File Number 97-0009986, Land Records, Collin County, Texas; the subject tract being more particularly described as follows:

BEGINNING for the Southwest corner of the tract being described herein at 3/8" iron rod found for the Southwest corner of said Bank tract, same being the Southeast corner of the called 0.399 acre tract described in the deed to Paul L. Cotton, Jr., recorded in Volume 2821, Page 292, Deed Records, Collin County, Texas;

THENCE North 00 degrees 01 minute 35 seconds West, with the West line of said Bank tract and the East line of said 0.399 acres at 126.26 feet passing a capped iron rod found on the South side of Hacienda Trail (formerly Mills Road) and continuing along said course, in all, a total distance of 181.20 feet to the Northwest corner of said Bank tract in said Trail;

THENCE South 89 degrees 07 minutes 03 seconds East, in said Trail with the North line of said Bank tract passing it's Northeast corner and continuing along said course with the North line of said abandoned tract, a total distance of 281.60 feet to A capped iron rod set for the Northeast corner of the said abandoned road tract;

THENCE South 24 degrees 38 minutes 22 seconds West, with the East line of said abandoned road tract, a distance of 176.10 feet to a capped iron rod set for the Southeast corner of the herein described tract;

THENCE North 89 degrees 07 minutes 04 seconds West, at 18.86 feet passing a 3/8" iron rod found for the Southeast corner of said Bank tract and continuing along said course, with the South line thereof, in all, a total distance of 208.10 feet to the PLACE OF BEGINNING and enclosing 0.91. of an acre land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

FORM T-7: Commitment for Title Insurance
(Schedule A)

DRAFT

GF Number: CTGS29-82911000547 Commitment Number: 82911000547

Tract 6:

Being 14,174 square feet (ROW) out of land described in Warranty Deed to Shula Netzer, Trustee, filed November 16, 1999, recorded in Volume 4544, Page 1884, Deed Records, Collin County, Texas, and in land described in to Shula Netzer filed October 17, 1997, recorded in Volume 4021, Page 45, and being more particularly described as follows:

BEING all that certain tract of land situated in the Mary Brown Survey, Abstract Number 42, in the City of Frisco, Collin County, Texas and being all of the certain tract described in the deed from Peggy Popo et al to First National Bank of Temple, Trustee recorded under Clerk's File Number 94-0062781, Land Records of Collin county, Taxes and being a part of Old Preston Road, as abandoned by the City of Frisco, by Ordinance No. 97-01-07, filed 02/07/1997 and recorded under County Clerk's File Number 97-0009986, Land Records, Collin County, Texas; the subject tract being more particularly described as follows:

BEGINNING for the Southwest corner of the tract being described herein at 3/8" iron rod found for the Southwest corner of said Bank tract, same being the Southeast corner of the called 0.399 acre tract described in the deed to Paul L. Cotton, Jr., recorded in Volume 2821, Page 292, Deed Records, Collin County, Texas;

THENCE North 00 degrees 01 minute 35 seconds West, with the West line of said Bank tract and the East line of said 0.399 acres at 126.26 feet passing a capped iron rod found on the South side of Hacienda Trail (formerly Mills Road) and continuing along said course, in all, a total distance of 161.20 feet to the Northwest corner of said Bank tract in said Trail;

THENCE South 89 degrees 07 minutes 03 seconds East, in said Trail with the North line of said Bank tract passing it's Northeast corner and continuing along said course with the North line of said abandoned tract, a total distance of 281.60 feet to A capped iron rod set for the Northeast corner of the said abandoned road tract;

THENCE South 24 degrees 38 minutes 22 seconds West, with the East line of said abandoned road tract, a distance of 176.10 feet to a capped iron rod set for the Southeast corner of the herein described tract;

THENCE North 89 degrees 07 minutes 04 seconds West, at 18.86 feet passing a 3/8" iron rod found for the Southeast corner of said Bank tract and continuing along said course, with the South line thereof, in all, a total distance of 208.10 feet to the PLACE OF BEGINNING and enclosing 0.91. of an acre land.

AND

All that certain tract or parcel of land lying and being situated in Collin County, Texas, a part of the MARY BROWN SURVEY, ABSTRACT NO. 42, and being and including all that same tract of land conveyed in a Deed from Paul Cody Cotton to Paul L. Cotton, Jr., recorded in Volume 2821, Page 292, Collin County Land Records, said tract or parcel of land is herein described as follows; to wit:

BEGINNING at a 3/8" iron rod found in the East right-of-way line of Preston Road (state Highway No. 289) for the southwest corner hereof;

THENCE North 00 degrees 00 minutes 10 seconds West along said East right-of-way line a distance of 90.36 feet to a concrete right-of-way monument for corner;

THENCE along a flare in said Highway right-of-way, North 40 degrees 39 minutes 09 seconds East 64.12 feet to a 5/8" iron rod set for corner;

THENCE North 01 degrees 18 minutes 22 seconds West along the East line of Preston Road, a distance of 29.60 feet to a PK Nail set in Hacienda Drive for corner;

THENCE South 89 degrees 07 minutes 03 seconds East 64.40 feet to a PK Nail set in said Hacienda Drive for the Northeast corner hereof;

THENCE South 00 degrees 01 minutes 34 seconds East at 35.00 feet passing a 5/8" iron rod set in the South line of said street for witness and in all a total distance of 161.20 feet to a 3/8" iron rod found for corner;

THENCE North 89 degrees 17 minutes 05 seconds West a distance of 119.08 feet to the Place of BEGINNING.

FORM T-7: Commitment for Title Insurance
(Schedule A)

DRAFT

GF Number: CTGS29-82911000547 Commitment Number: 82911000547

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

DRAFT

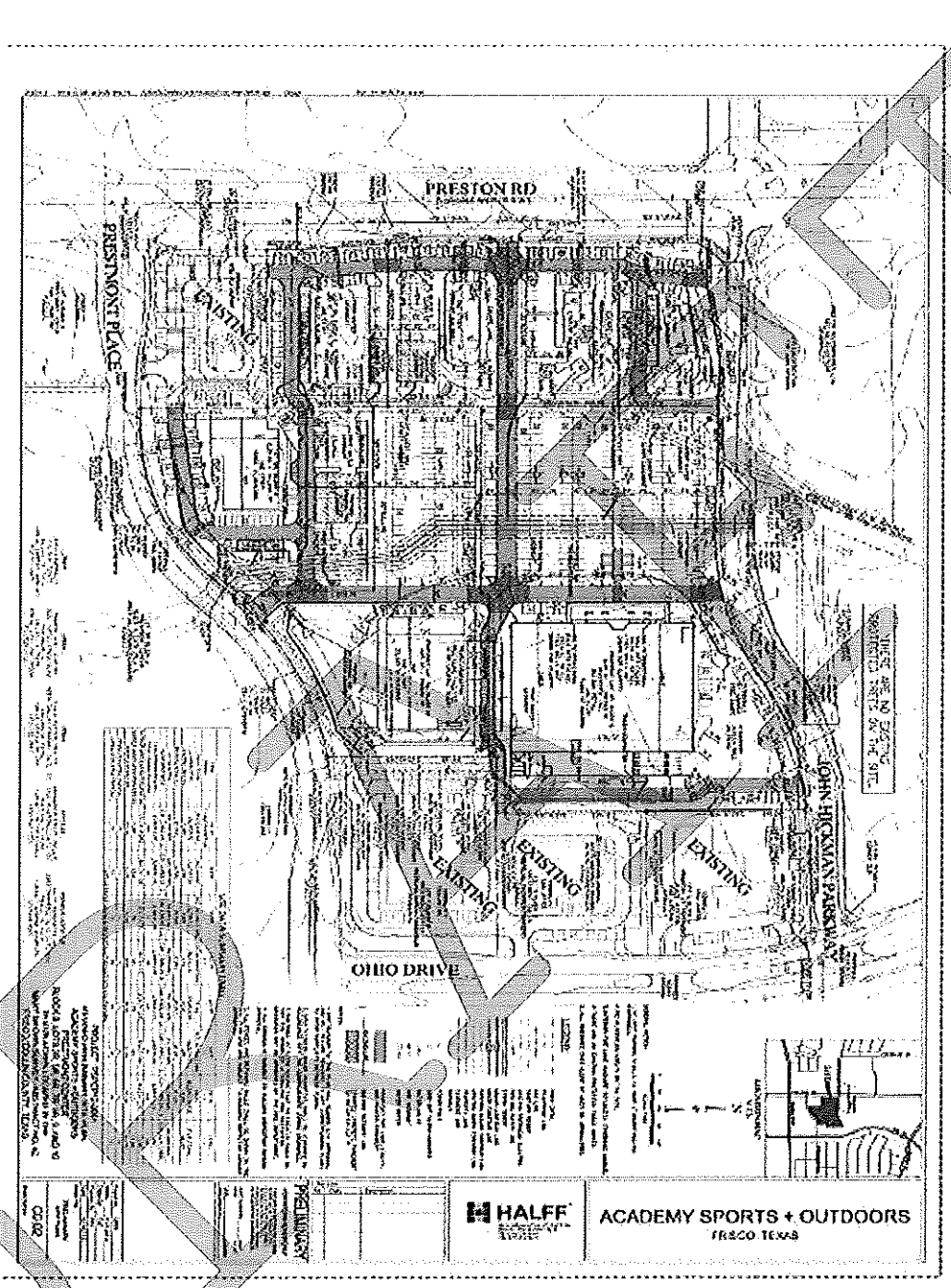
FORM T-7: Commitment for Title Insurance
(Schedule A)

EXHIBIT "B"

PRELIMINARY SITE PLAN FOR SPORTS AND OUTDOORS RETAIL

(1 Pages Attached)

DRAFT


PRESTON RD
PRESTMONT PLACE
EXISTING
EXISTING
EXISTING
JOHN HICKMAN PARKWAY
OHIO DRIVE
HALFF
ACADEMY SPORTS + OUTDOORS
FRISCO, TEXAS

DRAFT

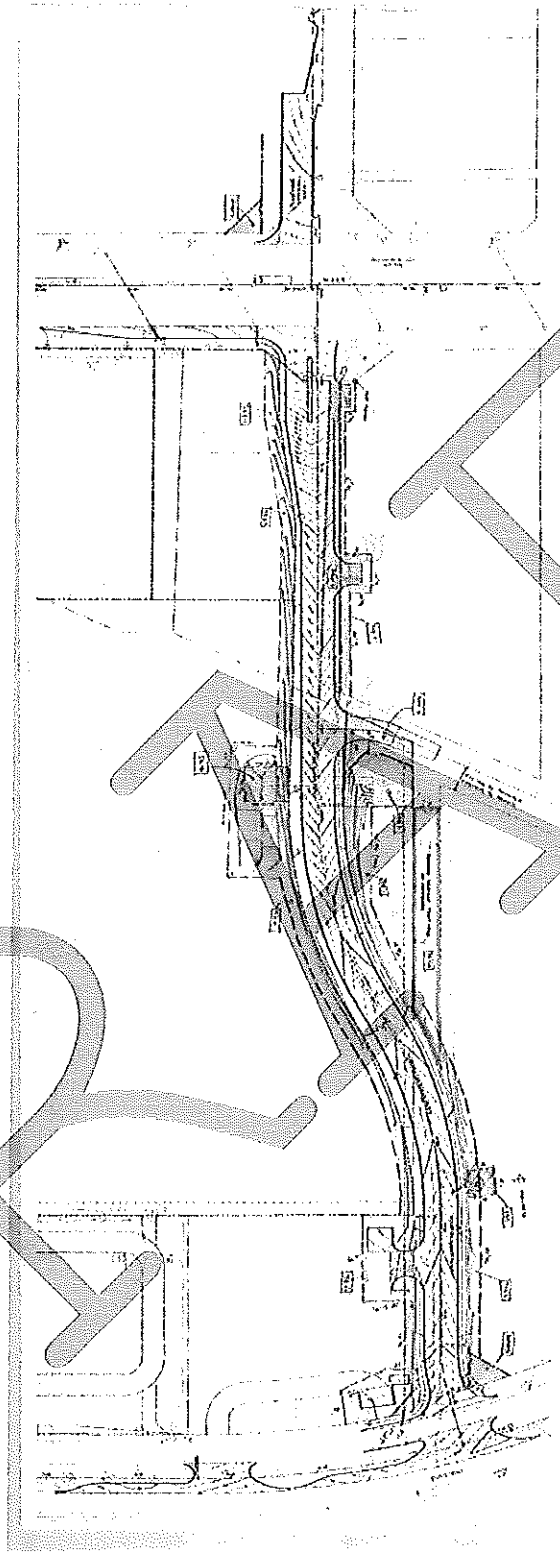
EXHIBIT "C"

CONVEYANCE DESCRIPTION AND DEPICTION

[12 Pages Attached]

DRAFT

John Hickman Extension Depiction and Currently Identified Temporary Construction Easements



DRAFT

FIELD NOTES DESCRIBING A
1,605 SQUARE FOOT (0.0368 ACRE)
15' TEMPORARY CONSTRUCTION EASEMENT (TCE-2-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a 1,605 square foot (0.0368 acre) tract of land situated in the Mary Brown Survey, Abstract Number 42, City of Frisco, Collin County, Texas, and being part of the tract of land described in deed to Shula Netzer (hereinafter referred to as "Shula Netzer tract"), as recorded in Document Number 97-0088564 of the Official Public Records of Real Property of Collin County, Texas (O.P.R.R.P.C.C.T.), and being more particularly described as follows:

COMMENCING at a bent 3/8-inch found iron rod for the southeast corner of said Shula Netzer tract and the southwest corner of the tract of land described in deed to Shula Netzer, Trustee (hereinafter referred to as "Shula Netzer, Trustee tract"), as recorded in Document Number 99-0140463, O.P.R.R.P.C.C.T., and being on the north line of Lot 7, Block B of PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20110128010000220 of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 38 minutes 02 seconds East, with the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract, a distance of 98.97 feet to a point (not monumented) for the POINT OF BEGINNING;

THENCE South 81 degrees 20 minutes 42 seconds West, departing the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract and over and across said Shula Netzer tract, a distance of 42.03 feet to a point (not monumented) for corner;

THENCE continuing over and across said Shula Netzer tract, through the following courses and distances:

South 89 degrees 53 minutes 24 seconds West, a distance of 71.43 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for corner;

North 41 degrees 09 minutes 44 seconds East, a distance of 19.96 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") for corner;

North 89 degrees 53 minutes 24 seconds East, a distance of 57.15 feet to a 1/2-inch set iron rod with yellow cap for corner;

North 81 degrees 20 minutes 42 seconds East, a distance of 43.36 feet to a 1/2-inch set iron rod with blue cap for corner and being on the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract, from which a 5/8-inch found iron rod with "J.E. SMITH RPLS 3700" cap bears North 00 degrees 38 minutes 02 seconds East, a distance of 12.16 feet;

DRAFT

FIELD NOTES DESCRIBING A
1,605 SQUARE FOOT (0.0368 ACRE)
15' TEMPORARY CONSTRUCTION EASEMENT (TCE-2-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

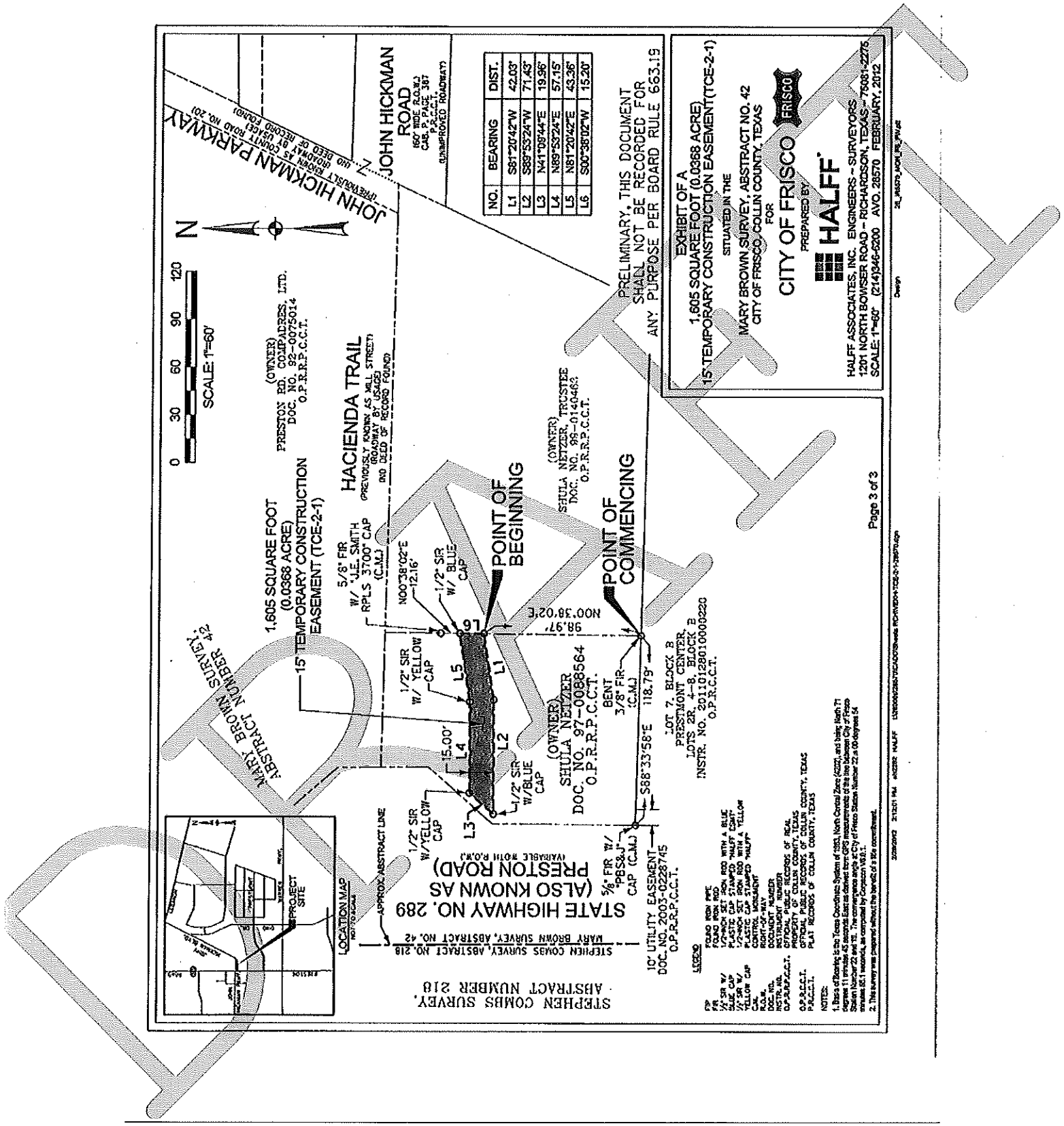
THENCE South 00 degrees 38 minutes 02 seconds West, with the east line of said Shula Netzer tract and with the west line of said Shula Netzer, Trustee tract, a distance of 15.20 feet to the POINT OF BEGINNING AND CONTAINING 1,605 square feet (0.0368 of an acre) of land, more or less.

Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), and being North 71 degrees 11 minutes 45 seconds East as derived from GPS measurements of the line between City of Frisco Station Number 22 and 19. The convergence angle at City of Frisco Station Number 22 is 00 degrees 54 minutes 55.1 seconds, as computed by Corpscon V6.0.1.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
PER BOARD RULE 663.19

Heath W. Brown Date
Registered Professional Land Surveyor
Texas Registration Number 6189

DRAFT



NO.	BEARING	DIST.
L1	S81°20'42"W	42.03'
L2	S89°55'24"W	71.43'
L3	N41°09'44"E	19.96'
L4	N89°55'24"E	57.15'
L5	N81°20'42"E	43.36'
L6	S00°38'02"W	15.20'

FIELD NOTES DESCRIBING A
3,987 SQUARE FOOT (0.0915 ACRE)
15' TEMPORARY CONSTRUCTION EASEMENT (TCE-2-2)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a 3,987 square foot (0.0915 acre) tract of land situated in the Mary Brown Survey, Abstract Number 42, City of Frisco, Collin County, Texas, and being part of the tract of land described in deed to Shula Netzer, Trustee (hereinafter referred to as "Shula Netzer, Trustee tract"), as recorded in Document Number 99-0140463 of the Official Public Records of Real Property of Collin County, Texas (O.P.R.R.P.C.C.T.), and being more particularly described as follows:

COMMENCING at a bent 3/8-inch found iron rod for the southwest corner of said Shula Netzer, Trustee tract and the southeast corner of that tract of land described in deed to Shula Netzer (hereinafter referred to as "Shula Netzer tract"), as recorded in Document Number 97-0088564, O.P.R.R.P.C.C.T., and being on the north line of Lot 7, Block B of PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20110128010000220 of the Official Public Records of Collin County, Texas;

THENCE North 00 degrees 38 minutes 02 seconds East, with the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract, a distance of 98.97 feet to a point (not monumented) for the POINT OF BEGINNING;

THENCE North 00 degrees 38 minutes 02 seconds East, continuing with the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract, a distance of 15.20 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for corner, from which a 5/8-inch found iron rod with "J.E. SMITH RPLS 3700" cap bears North 00 degrees 38 minutes 02 seconds East, a distance of 12.16 feet;

THENCE North 81 degrees 20 minutes 42 seconds East, departing the east line of said Shula Netzer tract and the west line of said Shula Netzer, Trustee tract and over and across said Shula Netzer, Trustee tract, a distance of 82.40 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE South 89 degrees 30 minutes 37 seconds East, continuing over and across said Shula Netzer, Trustee tract, a distance of 186.81 feet to a bent 1/2-inch found iron rod for the northwest corner of Lot 2R, Block B of said PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B addition and the southwest corner of John Hickman Road (a 60-foot wide right-of-way), dedicated by plat, as recorded in Cabinet P, Page 387 of the Plat Records of Collin County, Texas and being on the east line of said Shula Netzer, Trustee tract;

THENCE South 25 degrees 15 minutes 33 seconds West, with the east line of said Shula Netzer, Trustee tract and the west line said Lot 2R, Block B, a distance of 16.52 feet to a point (not monumented) for corner;

DRAFT

FIELD NOTES DESCRIBING A
3,987 SQUARE FOOT (0.0915 ACRE)
15' TEMPORARY CONSTRUCTION EASEMENT (TCE-2-2)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

THENCE North 89 degrees 30 minutes 37 seconds West, departing the east line of said Shula Netzer, Trustee tract and the west line said Lot 2R, Block B and over and across said Shula Netzer, Trustee tract, a distance of 178.69 feet to a point (not monumented) for corner;

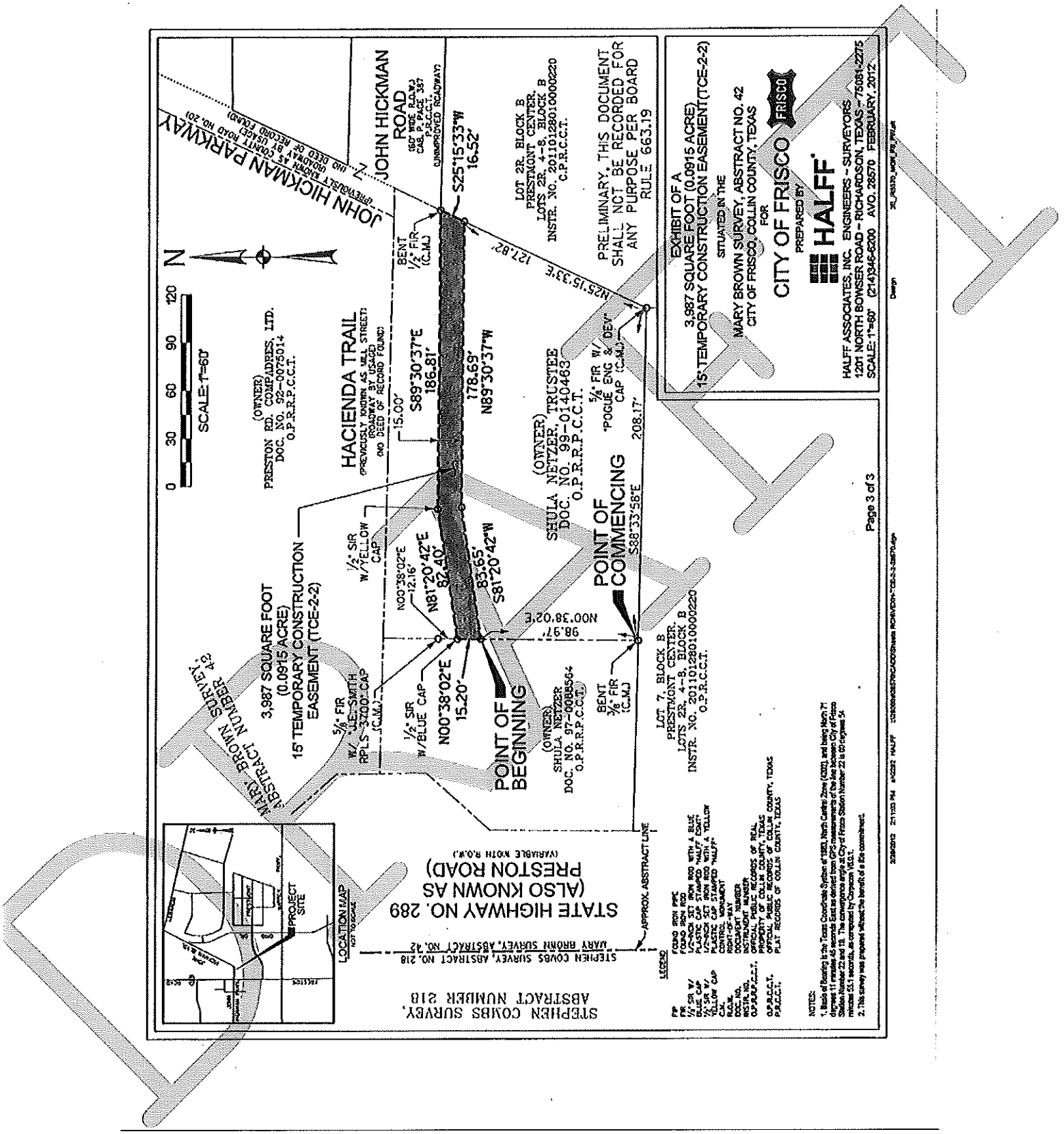
THENCE South 81 degrees 20 minutes 42 seconds West, continuing over and across said Shula Netzer, Trustee tract, a distance of 83.65 feet to the POINT OF BEGINNING AND CONTAINING 3,987 square feet (0.0915 of an acre) of land, more or less.

Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), and being North 71 degrees 11 minutes 45 seconds East as derived from GPS measurements of the line between City of Frisco Station Number 22 and 19. The convergence angle at City of Frisco Station Number 22 is 00 degrees 54 minutes 55.1 seconds, as computed by Corpscon V6.0.1.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
PER BOARD RULE 663.19

Heath W. Brown Date
Registered Professional Land Surveyor
Texas Registration Number 6189

DRAFT


EXHIBIT OF A
3,987 SQUARE FOOT (0.0915 ACRE)
15' TEMPORARY CONSTRUCTION EASEMENT (TCE-2-2)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF
HALFF ASSOCIATES, INC. ENGINEERS ~ SURVEYORS
1201 NORTH BOWSER ROAD ~ RICHARDSON, TEXAS ~ 75081-2275
SCALE: 1"=60' (214)346-6200 AVO. 28570 FEBRUARY, 2012
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE PER BOARD RULE 663.19
JOHN HICKMAN ROAD
(80' WIDE R.O.W.)
CAB. P, PAGE 357
(UNIMPROVED ROADWAY)
JOHN HICKMAN PARKWAY
(PREVIOUSLY KNOWN AS COUNTY ROAD NO. 201)
(80' WIDE DEDICATED R.O.W. PER DEED OF RECORD FOUND)
HACIENDA TRAIL
(PREVIOUSLY KNOWN AS MILL STREET)
(60' WIDE ROADWAY AT US-380)
(NO DEED OF RECORD FOUND)
PRESTON RD. COMPADRES, LTD.
DOC. NO. 92-0075014
O.P.R.R.P.C.C.T.
(OWNER)
LOT 2R, BLOCK B
PRESTMONT CENTER
LOTS 2R, 4-8, BLOCK B
INSTR. NO. 20110128010000220
O.P.R.C.C.T.
SHULA NETZER, TRUSTEE
DOC. NO. 99-0140463
O.P.R.R.P.C.C.T.
(OWNER)
SHULA NETZER
DOC. NO. 97-0088564
O.P.R.R.P.C.C.T.
LOT 7, BLOCK B
PRESTMONT CENTER
LOTS 2R, 4-8, BLOCK B
INSTR. NO. 20110128010000220
O.P.R.C.C.T.
3,987 SQUARE FOOT
(0.0915 ACRE)
15' TEMPORARY CONSTRUCTION
EASEMENT (TCE-2-2)
POINT OF BEGINNING
POINT OF COMMENCING
APPROX. ABSTRACT LINE
STEPHEN COMBS SURVEY, ABSTRACT NUMBER 218
MARY BROWN SURVEY, ABSTRACT NO. 42
STATE HIGHWAY NO. 289
(ALSO KNOWN AS PRESTON ROAD)
(VARIABLE WIDTH R.O.W.)
LOCATION MAP
PROJECT SITE
SCALE: 1"=60'
0 30 60 90 120
N
S25°15'33"W 16.52'
N25°15'33"E 121.28'
S89°30'37"E 186.81'
N89°30'37"W 178.69'
N81°20'42"E 82.40'
S81°20'42"W 83.65'
N00°38'02"E 12.16'
N00°38'02"E 15.20'
S88°33'58"E 208.17'
15.00'
98.97'
N00°38'02"E 3.20'
1/2" SIR W/YELLOW CAP
1/2" SIR W/BLUE CAP
5/8" FIR W/ "JETSMITH RPLS-3200" CAP (C.M.)
BENT 1/2" FIR (C.M.)
BENT 5/8" FIR (C.M.)
5/8" FIR W/ "POGUE ENG & DEV" CAP (C.M.)
Page 3 of 3

FIELD NOTES DESCRIBING A
17,444 SQUARE FOOT (0.4005 ACRE)
TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

BEING a 17,444 square foot (0.4005 acre) tract of land situated in the Mary Brown Survey, Abstract Number 42, City of Frisco, Collin County, Texas, and being part of Lot 2R, Block B of PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20110128010000220 of the Official Public Records of Colin County, Texas (O.P.R.C.C.T.), and being part of that tract of land described in deed to Dreig-Cambria, LLC. (hereinafter referred to as "Dreig-Cambria tract"), as recorded in Instrument Number 20080429000514410, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a bent 1/2-inch found iron rod for the northwest corner of said Lot 2R, Block B and the southwest corner of John Hickman Road (a 60-foot wide right-of-way), dedicated by plat, as recorded in Cabinet P, Page 387 of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point being on the east line of that tract of land described in deed to Shula Netzer, Trustee (hereinafter referred to as "Shula Netzer, Trustee tract"), as recorded in Document Number 99-0140463 of the Official Public Records of Real Property of Collin County, Texas;

THENCE South 88 degrees 29 minutes 06 seconds East, with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B, a distance of 116.64 feet to a to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of curvature of a tangent circular curve to the left having a radius of 480.00 feet, whose chord bears North 75 degrees 42 minutes 09 seconds East, a distance of 261.59 feet;

THENCE Easterly, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B and with said curve, through a central angle of 31 degrees 37 minutes 30 seconds, an arc distance of 264.94 feet to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of tangency;

THENCE North 59 degrees 53 minutes 24 seconds East, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B, a distance of 40.21 feet to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of curvature of a non-tangent circular curve to the right having a radius of 420.00 feet, whose chord bears North 75 degrees 00 minutes 49 seconds East, a distance of 210.00 feet;

THENCE Northeasterly, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B and with said curve, through a central angle of 28 degrees 57 minutes 18 seconds, an arc distance of 212.25 feet to a 1/2-inch found iron rod for the northeast corner of said Lot 2R, Block B and the northwest corner of Lot 1, Block A of PRIMROSE at PRESTMONT PLACE ADDITION, an addition to the City of Frisco, Collin County, Texas, as recorded in Cabinet J, Page 941, P.R.C.C.T.;

DRAFT

FIELD NOTES DESCRIBING A
17,444 SQUARE FOOT (0.4005 ACRE)
TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

THENCE South 00 degrees 30 minutes 29 seconds East, departing the south right-of-way line of said John Hickman Road and with an east line of said Lot 2R, Block B and with the west line of said Lot 1, Block A, a distance of 15.00 feet to a point (not monumented) for the point of curvature of a non-tangent circular curve to the left having a radius of 405.00 feet, whose chord bears South 74 degrees 21 minutes 42 seconds West, a distance of 211.41 feet;

THENCE Southwesterly, departing a east line of said Lot 2R, Block B and the west line of said Lot 1, Block A and over and across said Lot 2R, Block B and with said curve, through a central angle of 30 degrees 15 minutes 33 seconds, an arc distance of 213.89 feet to a point (not monumented) for the end of said curve;

THENCE continuing over and across said Lot 2R, Block B, through the following courses and distances:

South 59 degrees 53 minutes 24 seconds West, a distance of 30.82 feet to a point (not monumented) for the point of curvature of a tangent circular curve to the right having a radius of 495.00 feet, whose chord bears South 69 degrees 38 minutes 43 seconds West, a distance of 167.75 feet;

Westerly, with said curve, through a central angle of 19 degrees 30 minutes 38 seconds, an arc distance of 168.56 feet to a point (not monumented) for corner;

South 01 degree 30 minutes 54 seconds West, a distance of 61.02 feet to a point (not monumented) for corner;

North 88 degrees 29 minutes 06 seconds West, a distance of 150.00 feet to a point (not monumented) for corner;

North 01 degree 30 minutes 54 seconds East, a distance of 50.00 feet to a point (not monumented) for corner;
North 88 degrees 29 minutes 06 seconds West, a distance of 70.39 feet to a point (not monumented) for corner;

North 89 degrees 30 minutes 37 seconds West, a distance of 6.79 feet to a point (not monumented) for corner on a west line of said Lot 2R, Block B and the east line of said Shula Netzer, Trustee tract;

THENCE North 25 degrees 15 minutes 33 seconds East, with a west line of said Lot 2R, Block B and the east line of said Shula Netzer, Trustee tract, a distance of 16.52 feet to the POINT OF BEGINNING AND CONTAINING 17,444 square feet (0.4005 of an acre) of land, more or less.

DRAFT

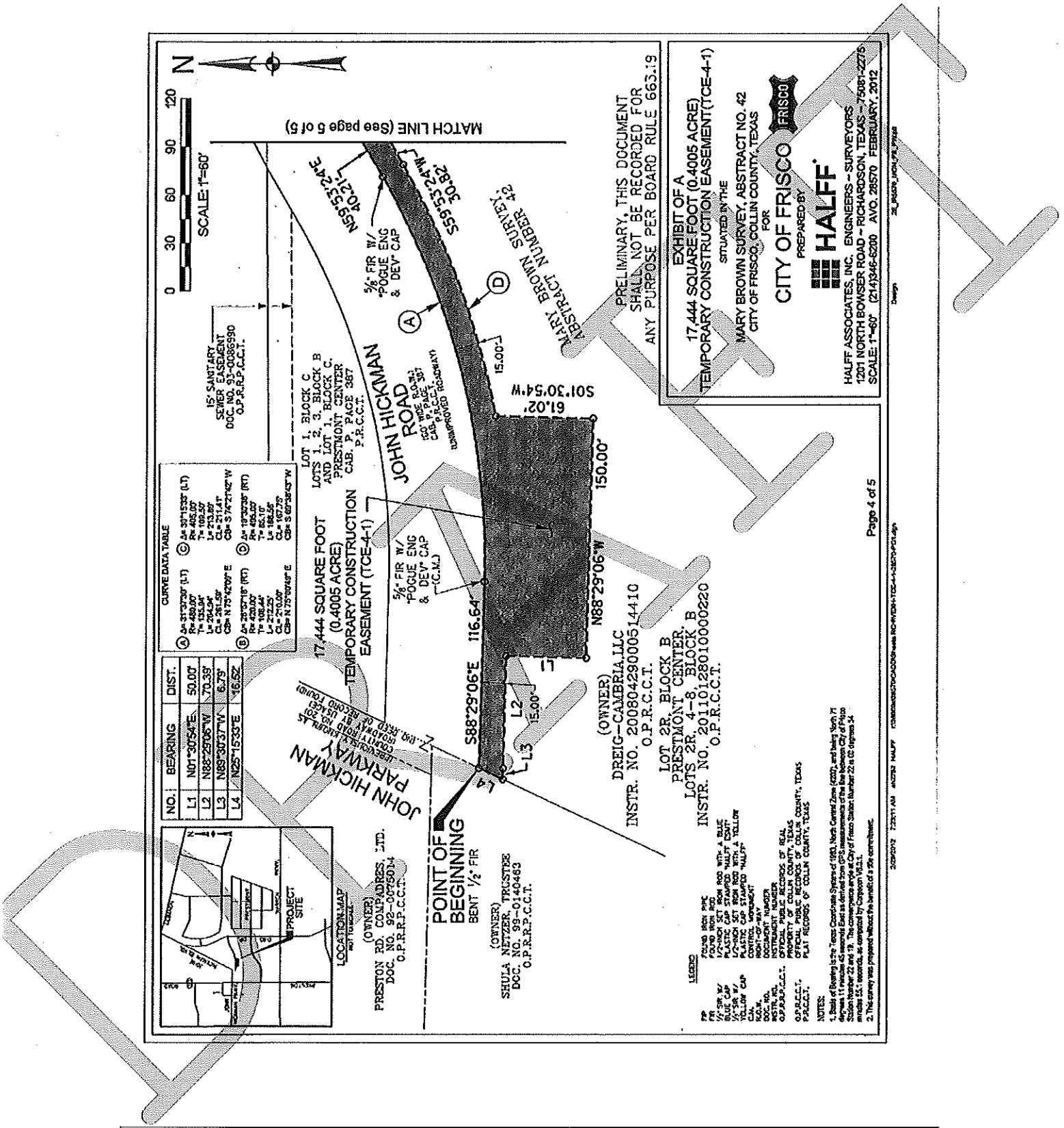
FIELD NOTES DESCRIBING A
17,444 SQUARE FOOT (0.4005 ACRE)
TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS

Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), and being North 71 degrees 11 minutes 45 seconds East as derived from GPS measurements of the line between City of Frisco Station Number 22 and 19. The convergence angle at City of Frisco Station Number 22 is 00 degrees 54 minutes 55.1 seconds, as computed by Corpscon V6.0.1.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
PER BOARD RULE 663.19

Heath W. Brown Date
Registered Professional Land Surveyor
Texas Registration Number 6189

DRAFT


EXHIBIT OF A
17,444 SQUARE FOOT (0.4005 ACRE)
TEMPORARY CONSTRUCTION EASEMENT(TCE-4-1)
SITUATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
CITY OF FRISCO, COLLIN COUNTY, TEXAS
FOR
CITY OF FRISCO
PREPARED BY
HALFF
HALFF ASSOCIATES, INC. ENGINEERS – SURVEYORS
1201 NORTH BOWSER ROAD – RICHARDSON, TEXAS – 75081-2276
SCALE: 1"=60' (214)346-6200 AVO: 28570 FEBRUARY, 2012
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE PER BOARD RULE 663.19
MATCH LINE (See page 5 of 5)
SCALE: 1"=60'
0 30 60 90 120
N
17,444 SQUARE FOOT (0.4005 ACRE) TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
JOHN HICKMAN ROAD
(100' WIDE ROADWAY) CAB. P, PAGE 387 P.R.C.C.T. (UNIMPROVED ROADWAY)
JOHN HICKMAN PARKWAY
(120' WIDE ROADWAY) DEDICATED BY INSTR. NO. 20110128010000220 O.P.R.C.C.T.
POINT OF BEGINNING
BENT ½" FIR
(OWNER) SHULA NETZER, TRUSTEE DOC. NO. 99-0140463 O.P.R.R.P.C.C.T.
(OWNER) PRESTON RD. COMPADRES, LTD. DOC. NO. 92-0075014 O.P.R.P.C.C.T.
(OWNER) DREIG-CAMBRIA,LLC INSTR. NO. 20080429000514410 O.P.R.C.C.T.
LOT 2R, BLOCK B PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B INSTR. NO. 20110128010000220 O.P.R.C.C.T.
LOT 1, BLOCK C LOTS 1, 2, 3, BLOCK B AND LOT 1, BLOCK C PRESTMONT CENTER CAB. P, PAGE 387 P.R.C.C.T.
15' SANITARY SEWER EASEMENT DOC. NO. 93-0086990 O.P.R.R.P.C.C.T.
MARY BROWN SURVEY, ABSTRACT NUMBER 42
5/8" FIR W/ "POGUE ENG & DEV" CAP
5/8" FIR W/ "POGUE ENG & DEV" CAP (C.M.)
S88°29'06"E 116.64'
N88°29'06"W 150.00'
S01°30'54"W 61.02'
N59°53'22"E 40.12'
S56°53'22"W 30.28'
15.00'
L1 L2 L3 L4
CURVE DATA TABLE
A Δ= 31°37'30" (LT) R= 485.00' T= 135.94' L= 267.69' CB= N75°42'09"E
B Δ= 25°57'18" (RT) R= 420.00' T= 108.44' L= 212.25' CB= N75°00'48"E
C Δ= 30°15'33" (LT) R= 405.00' T= 109.59' L= 213.88' CB= S74°27'42"W
D Δ= 18°30'38" (RT) R= 495.00' T= 80.10' L= 159.86' CB= S87°38'43"W
NO. BEARING DIST.
L1 N01°30'54"E 50.00'
L2 N88°29'06"W 70.39'
L3 N88°30'37"W 6.79'
L4 N25°15'33"E 16.52'
LOCATION MAP
PROJECT SITE
LEGEND
FIR FOUND IRON PIPE
FIR FOUND IRON ROD
½" SIR W/ BLUE CAP 1/2-INCH SET IRON ROD WITH "A BLUE PLASTIC CAP STAMPED "HALFF ESMT"
½" SIR "A" 1/2-INCH SET IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF"
CM CONTROL MONUMENT
R.O.W. RIGHT-OF-WAY
DOC. NO. DOCUMENT NUMBER
INSTR. NO. INSTRUMENT NUMBER
O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY, TEXAS
NOTES:
1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), and being North 71 degrees 11 minutes 45 seconds East as derived from GPS measurements of the line between City of Frisco Station Number 22 and 19. The combined scale at City of Frisco Station Number 22 is 0.99 degrees 54 minutes 55.1 seconds, as computed by Capricorn VELA.
2. This survey was prepared without the benefit of a title commitment.
Page 4 of 5

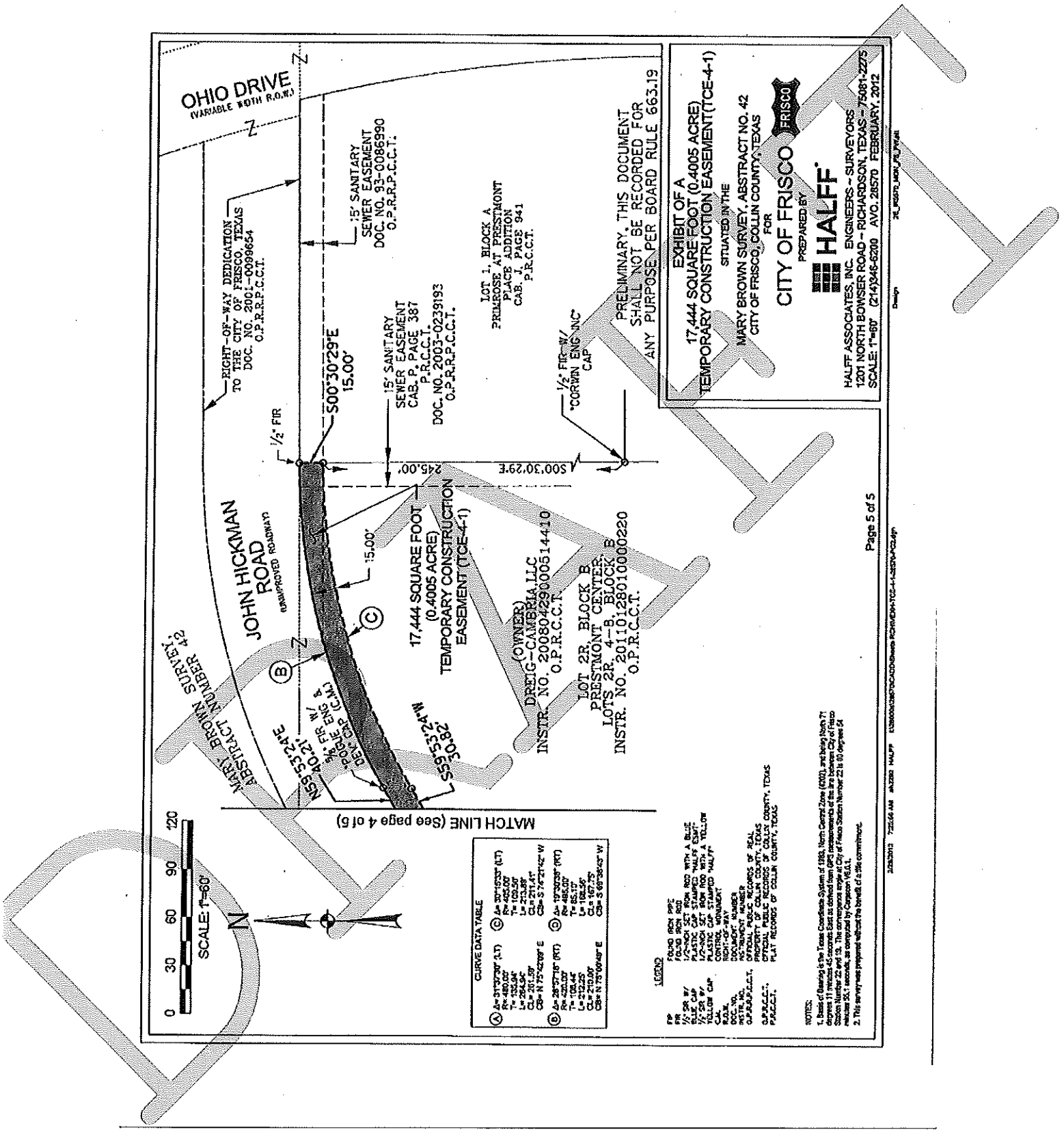
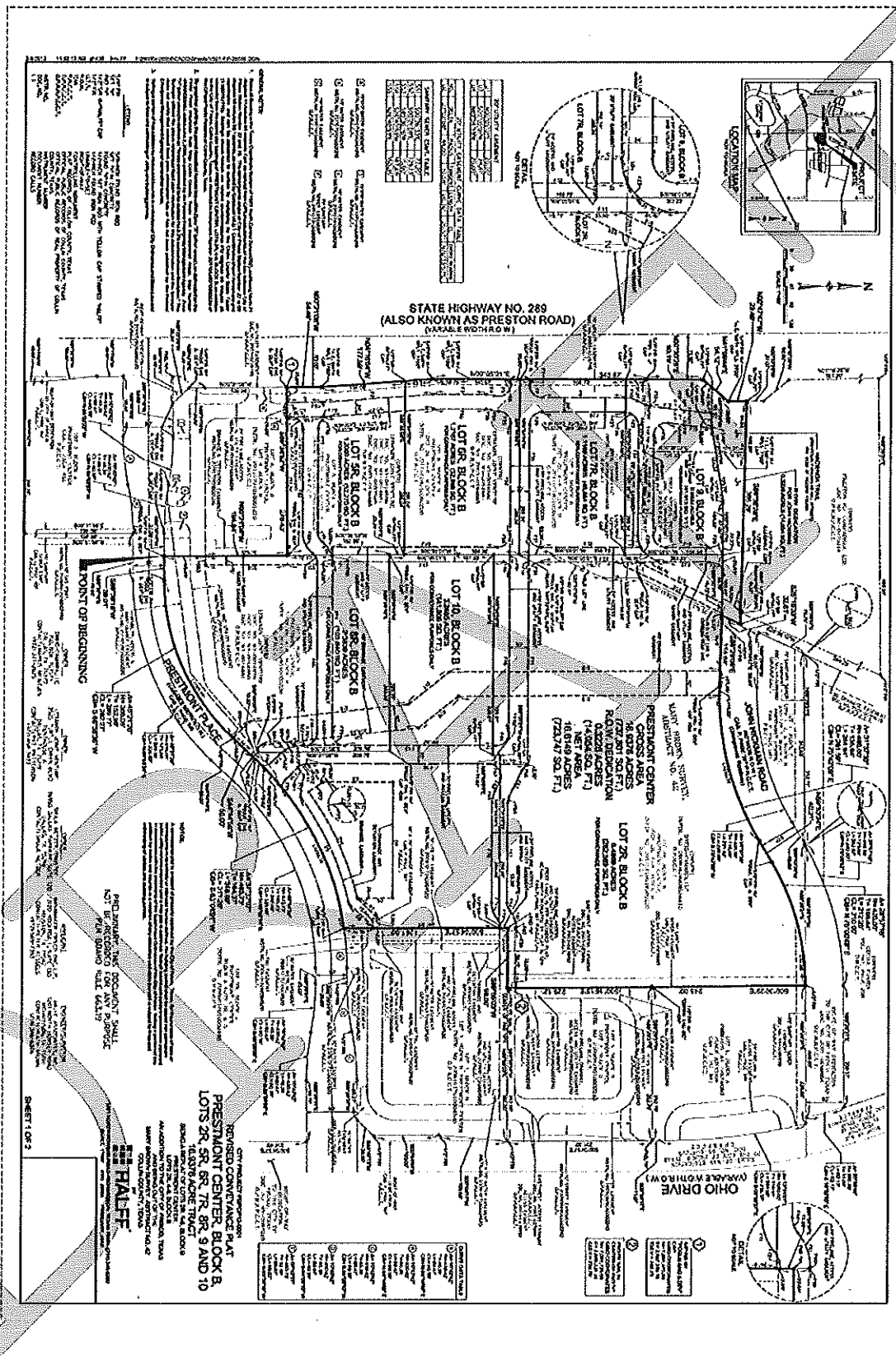
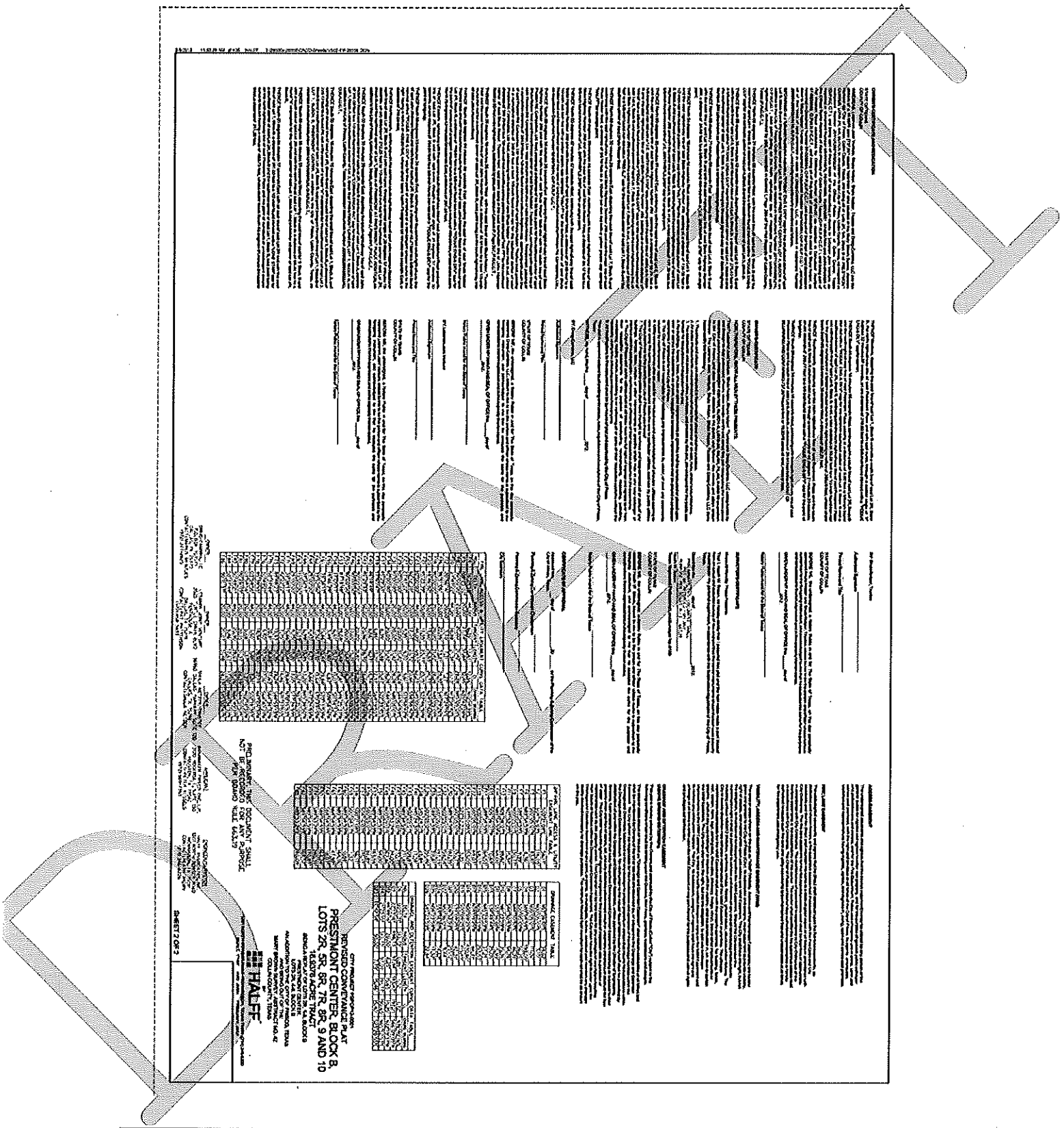

OHIO DRIVE
(VARIABLE WIDTH R.O.W.)
RIGHT-OF-WAY DEDICATION TO THE CITY OF FRISCO, TEXAS DOC. NO. 20010099654 O.P.R.R.P.C.C.T.
15' SANITARY SEWER EASEMENT DOC. NO. 93-0086990 O.P.R.R.P.C.C.T.
15' SANITARY SEWER EASEMENT CAB. P, PAGE 387 P.R.C.C.T. DOC. NO. 2003-0239193 O.P.R.R.P.C.C.T.
LOT 1, BLOCK A PRIMROSE AT PRESTMONT PLACE ADDITION CAB. J, PAGE 941 P.R.C.C.T.
1/2" FIR
1/2" FIR W/ "CORWIN ENG INC" CAP
S00°30'29"E 15.00'
S00°30'29"E 245.00'
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE PER BOARD RULE 663.19
EXHIBIT OF A 17,444 SQUARE FOOT (0.4005 ACRE) TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
SITUATED IN THE MARY BROWN SURVEY, ABSTRACT NO. 42 CITY OF FRISCO, COLLIN COUNTY, TEXAS FOR CITY OF FRISCO
PREPARED BY HALFF
HALFF ASSOCIATES, INC. ENGINEERS – SURVEYORS 1201 NORTH BOWSER ROAD – RICHARDSON, TEXAS – 75081-2275
SCALE: 1"=60' (214)346-6200 AVO. 28570 FEBRUARY, 2012
JOHN HICKMAN ROAD
(UNIMPROVED ROADWAY)
MARY BROWN SURVEY, A-42
ABSTRACT NO. 42
17,444 SQUARE FOOT (0.4005 ACRE) TEMPORARY CONSTRUCTION EASEMENT (TCE-4-1)
15.00'
N59°53'24"W 30.82'
N59°53'24"E 40.21'
3/4" FIR W/ "BOWE" CAP
DREIG-CAMBRIA LLC (OWNER) INSTR. NO. 20080429000514410 O.P.R.C.C.T.
LOT 2R, BLOCK B PRESTMONT CENTER LOTS 2R, 4-8, BLOCK B INSTR. NO. 20110128010000220 O.P.R.C.C.T.
MATCH LINE (See page 4 of 5)
Page 5 of 5
SCALE: 1"=60'
0 30 60 90 120
N
CURVE DATA TABLE
LEGEND
NOTES:

EXHIBIT "D"
REVISED CONVEYANCE PLAT
[2 Pages Attached]

DRAFT


STATE HIGHWAY NO. 289
(ALSO KNOWN AS PRESTON ROAD)
(VARIABLE WIDTH R.O.W.)
POINT OF BEGINNING
PRESTMONT TRACE
OHIO DRIVE
(VARIABLE WIDTH R.O.W.)
PRESTMONT CENTER
GROSS AREA
26.1429 ACRES
(1,138,800 SQ. FT.)
R.O.W. DEDICATION
0.5280 ACRES
(23,000 SQ. FT.)
NET AREA
10.6149 ACRES
(462,347 SQ. FT.)
LOT 2R, BLOCK B
LOT 7R, BLOCK B
LOT 8R, BLOCK B
LOT 9R, BLOCK B
LOT 10, BLOCK B
REVISED CONVEYANCE PLAT
PRESTMONT CENTER, BLOCK B,
LOTS 2R, 5R, 6R, 7R, 8R, 9 AND 10
SHEET 1 OF 2
HALFF


PRESTMONT CENTER, BLOCK B,
LOTS 2R, 5R, 6R, 7R, 8R, 9 AND 10
REVISED CONVEYANCE PLAT
HALFF

AGENDA ITEM #25.

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**
Jim Gandy, President of the Economic Development Corporation

CC: **George Purefoy, City Manager**

Date: **March 2, 2012**

Re: **Consider and act upon authorizing the City Manager to execute a Chapter 380 Grant Agreement by and between the City of Frisco, Texas and MoneyGram Payment Systems, Inc.**

Action Requested:

Council approval of a Chapter 380 Grant Agreement by and between the City of Frisco, Texas and MoneyGram, Inc.

Background Information:

The Frisco Economic Development Corporation (FEDC) has submitted a Performance Agreement to MoneyGram Payment Systems, Inc. (MoneyGram) which provides incentives for the company to locate in Frisco. Under the terms of the Performance Agreement MoneyGram would over the term of the agreement lease up to 40,000 square feet of office space, ramp up to and maintain 250 employees and add taxable real and business personal property in an amount of $2,910,000 to the property. As part of the economic incentive package the FEDC has requested that the City consider providing a Chapter 380 grant based on the ad valorem business personal property taxes imposed by and collected by the City in the form of grants.

The attached document provides that subject to the terms and conditions of this proposed 380 Agreement, and provided the Company is not in default of the proposed Agreement or the FEDC Performance Agreement, the City will provide the grants to MoneyGram, in an amount equivalent to fifty percent (50%) of the taxes collected by the City from the company commencing with the 2013 taxable year. Each taxable

year, commencing in 2013 and continuing through the 2018 taxable year, the City would provide the grant to the Company; provided, however, the total grant to be provided to the company by the City shall not, under any circumstance, exceed Thirty-One Thousand and No/100 Dollars ($31,000.00).

The attached document is in draft format as we have not received comments from MoneyGram. The basic business points should not change, but there may be slight modifications. We should have comments prior to the Council meeting on Tuesday.

Financial Considerations:

Annual payment of the grant amount will be funded through current year tax revenues generated by MoneyGram.

Legal Review:

The attached grant agreement was drafted and reviewed by the City Attorney's office.

Supporting Documents:

- Chapter 380 Grant Agreement by and between the City of Frisco, Texas and MoneyGram Payment Systems, Inc.

Staff Recommendation:

FEDC requests approval of the agreement as submitted.

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

AD VALOREM BUSINESS PERSONAL PROPERTY CHAPTER 380 GRANT AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS AND MONEYGRAM PAYMENT SYSTEMS, INC.

This Ad Valorem Business Personal Property Chapter 380 Grant Agreement ("Agreement") is entered into by and between **MoneyGram Payment Systems, Inc.**, a Delaware corporation, ("Company") and the **City of Frisco**, **Texas**, a home-rule municipality, ("City").

W I T N E S S E T H:

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

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

WHEREAS, the Frisco Economic Development Corporation ("FEDC") approved the form of a Performance Agreement ("Performance Agreement") with the Company at its February 15, 2012 meeting, to provide the Company with economic assistance to facilitate the Company's Approved Project, the form of which is attached hereto as **Exhibit "A"**, and incorporated herein for all purposes; and

WHEREAS, the City and the Company agree that this Agreement is strictly contingent upon the FEDC and the Company fully executing the Performance Agreement; and

WHEREAS, the City Council has concluded that the Approved Project qualifies for a Grant under Chapter 380, and is willing to provide the Company with economic assistance based on the ad valorem business personal property taxes imposed by and collected by the City ("Taxes") in the form of rebates ("Rebates") as hereinafter set forth, under Chapter 380, on the terms and subject to the conditions as stated herein, and the Company is willing to accept the same subject to all terms and conditions contained in this Agreement; and

WHEREAS, the Company acknowledges and agrees that the Grant in the form of Rebates on Taxes as described in this Agreement is strictly contingent upon its compliance with this Agreement and the Performance Agreement in accordance with the terms and conditions set forth in both agreements.

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

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

2. Chapter 380 Grant. Subject to the terms and conditions of this Agreement and provided the Company is not in default of this Agreement or the Performance Agreement, the City will, pursuant to Chapter 380, provide the Rebates, in the form of the Grant to the Company, equivalent to fifty percent (50%) of the Taxes collected by the City from the Company ("Grant"), commencing with the 2013 taxable year. Each taxable year, commencing in 2013 and continuing through the 2018 taxable year, the City will provide the Grant to the Company; provided, however, notwithstanding anything to the contrary herein, the total Grant to be provided to the Company by the City shall not, under any circumstance, exceed Thirty-One Thousand and No/100 Dollars ($31,000.00) ("Maximum Grant"). As long as the Company is in compliance with this Agreement and the Performance Agreement, the City will tender the Grant, annually, to the Company on the 1st day of April of each year following the year in which the City collected the Taxes and continuing through the end of the period of the Grant subject to the Maximum Grant.

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

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

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

receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, addressed to it at:

City of Frisco
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor
Frisco, Texas 75034
Telephone: (972) 292-5105
Facsimile: (972) 292-5122

With a copy to:

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

If to the Company, addressed to it at:

MoneyGram Payment Systems, Inc.
Attention: _____
1550 Utica Avenue South
Minneapolis, Minnesota 55416
Telephone: (___) ____-_____
Facsimile: (___) ____-_____

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

6. Notice to City by FEDC. The Company shall not be in default under the provisions of the Performance Agreement, provided it is consummated, until the FEDC has given the City notice of the alleged failure of the Company to perform under the Performance Agreement (which notice shall set forth in reasonable detail the nature of the alleged failure) and after the Company has failed to cure the alleged failure after being given fifteen (15) days to cure said default, the Company shall be deemed to be in default of the Performance Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

(j) 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.

(k) 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.

(l) 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.

(m) 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.

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

(o) Assignment. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld. In the event of an assignment, the assignment is not effective until written notice is given to the City of the name, address, phone number, and email address of the assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the ____ day of _____, 2012 ("Effective Date").

ATTEST:

By: _____
Jenny Page, City Secretary

CITY OF FRISCO, TEXAS

By: _____
George Purefoy, City Manager

MONEYGRAM PAYMENT SYSTEMS, INC.,
a Delaware corporation

By: _____

Printed Name: _____

Its: _____

DRAFT

STATE OF TEXAS *
*
COUNTY OF COLLIN *

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

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

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

STATE OF TEXAS *
*
COUNTY OF COLLIN *

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

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

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

DRAFT

EXHIBIT "A"
PERFORMANCE AGREEMENT

DRAFT

PERFORMANCE AGREEMENT
Between
FRISCO ECONOMIC DEVELOPMENT CORPORATION
And
MONEYGRAM PAYMENT SYSTEMS, INC.

This Performance Agreement (this "Agreement") is made and entered into by and between the **Frisco Economic Development Corporation (the "FEDC")**, a Texas corporation organized and existing under Chapter 501 of the Texas Local Government Code, known as the Development Corporation Act, as amended from time to time (the "Act"), and **MoneyGram Payment Systems, Inc.**, a Delaware corporation **(the "Company")**.

RECITALS

WHEREAS, the Company is desirous of relocating its regional corporate headquarters to the City of Frisco, Texas (the "City"); and

WHEREAS, the Company has requested that the FEDC provide economic assistance to facilitate this regional corporate headquarters relocation to the City of Frisco by providing cost reimbursement for office space to be occupied by the Company (the "Project"); and

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

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

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

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

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

I. **Economic Assistance.** Subject to the terms of this Agreement, the FEDC will provide Company economic assistance in the form of Performance Economic Incentives ("Economic Incentives") in an amount up to, but not to exceed Eight Hundred Thousand Dollars ($800,000.00).

Upon meeting the qualifications and requirements (the "Performance Requirements"), the Company shall be entitled to the following Economic Incentives:

Economic Incentives and Performance Requirements Schedule:

Economic Incentive	Full-Time Jobs	Square Feet Occupied	Taxable Real Property	Taxable Business Personal Property	FEDC Incentive	Total FEDC Incentive	Expiration Date*
1	140	25,000	$360,000	$2,550,000	$420,000	$420,000	12/31/13
2	200	35,000			$180,000	$600,000	12/31/14
3					$50,000	$650,000	12/31/14
4	210	35,000			$30,000	$680,000	12/31/15
5	220	38,000			$30,000	$710,000	12/31/16
6	230	40,000			$30,000	$740,000	12/31/17
**7	250	40,000			$60,000	$800,000	12/31/18

* The Expiration Date for each Economic Incentive is December 31 of each calendar year during the term of the Performance Agreement, beginning December 31, 2013.

** Qualification for Incentive No. 7 includes the Company not exercising an option to vacate the Lease Premises on or before June 30, 2018.

II. Requirements for each Economic Incentive.

a. A maximum Economic Incentive of $420,000.00 will be paid to the Company upon completion of the following Performance Requirements for Incentive No. 1:

1) Documentation of an executed lease agreement (the "Lease") for a minimum of 25,000 rentable square feet of office space in the City (the "Lease Premises") for a term of not less than one hundred eleven (111) months without an option to vacate the space prior to termination on or before December 31, 2013; and

2) Documentation of receipt of a corresponding Certificate of Occupancy for the Lease Premises and occupy the same on or before December 31, 2013; and

3) Documentation of the Company adding taxable leasehold improvements to Real Property in the City with a value of not less than $360,000.00 on or before December 31, 2013; and

4) Documentation of the Company adding taxable Business Personal Property in the City with a value of not less than $2,550,000.00 on or before December 31, 2013; and

5) Documentation that the Company has created, staffed and maintained employment of at least one hundred forty (140) full-time employees in the City on or before December 31, 2013; and

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

b. A maximum Economic Incentive of $180,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 2:

1) Continuous occupancy of the Lease Premises and documentation of an executed lease agreement for an additional 10,000 rentable square feet of office space in the City for a total of 35,000 rentable square feet on or before December 31, 2014; and

2) Documentation that the Company has created, staffed and maintained employment of at least two hundred (200) full-time employees in the City on or before December 31, 2014; and

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

c. A maximum Economic Incentive of $50,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 3:

1) As an additional economic incentive ("Incentive No. 3") to the Company, once the Company meets all of the Performance Requirements for Incentive No. 1 and Incentive No. 2, the FEDC shall pay to the City (or reimbursement to the Company if previously paid by the Company) up to Fifty Thousand Dollars ($50,000.00) in permitting, inspecting, engineering and planning fees owed to the City for office space construction finish-out. This incentive shall expire on December 31, 2014.

d. A maximum Economic Incentive of $30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 4:

1) Documentation of continuous occupancy of the Lease Premises totaling 35,000 rentable square feet; and

2) Documentation that the Company has created, staffed and maintained employment of at least two hundred ten (210) full-time employees in the City on or before December 31, 2015; and

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

e. A maximum Economic Incentive of $30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 5:

1) Documentation of continuous occupancy of the Lease Premises totaling 35,000 rentable square feet and documentation of an executed lease agreement for an additional 3,000 rentable square feet of office space in the City for a total of 38,000 rentable square feet on or before December 31, 2016; and

2) Documentation that the Company has created, staffed and maintained employment of at least two hundred twenty (220) full-time employees in the City on or before December 31, 2016; and

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

f. A maximum Economic Incentive of $30,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 6:

1) Documentation of continuous occupancy of the Lease Premises totaling 38,000 rentable square feet and documentation of an executed lease agreement for an additional 2,000 rentable square feet of office space in the City for a total of 40,000 rentable square feet on or before December 31, 2017; and

2) Documentation that the Company has created, staffed and maintained employment of at least two hundred thirty (230) full-time employees in the City on or before December 31, 2017; and

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

g. A maximum Economic Incentive of $60,000.00 will be paid to Company upon completion of the following Performance Requirements for Incentive No. 7:

1) Documentation of continuous occupancy of the Lease Premises totaling 40,000 rentable square feet, and confirmation that the Company does not have the right to exercise an option to vacate the Lease Premises on or before June 30, 2018; and

2) Documentation that the Company has created, staffed and maintained employment of at least two hundred fifty (250) full-time employees in the City on or before December 31, 2018; and

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

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

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

For purposes of this Agreement, "Real Property" refers to leasehold improvements which are additions, alterations, remodeling, or renovations performed on a leased

property, that are either taxed separately or increase the value of the existing real property covered by the Lease as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, "Business Personal Property" refers to furniture, fixtures, equipment, machinery, merchandise, materials, and all other personal property owned and/or leased by the Company and used in the Company's business which is taxable as determined by the appropriate County Appraisal District.

For the purposes of this Agreement, a "full-time employee" is defined as an employee hired to work a minimum of Two Thousand Eighty (2,080) hours of work over a twelve (12) month term [forty (40) hours per week], including allowance for vacation and sick leave, with full company benefits and employed exclusively and on-site at the Company's Project in the City of Frisco, Texas. Part-time employees whether permanent or temporary, transient or contract employees shall NOT be included in determining the Company's total number of "full-time" employees.

III. The Project Phase II Expansion Incentives (Second Agreement).

The FEDC proposes to provide the Company additional economic incentives to encourage and facilitate the Company's Phase II Expansion from 251 full-time employees ("FTE") up to a maximum of 500 FTE (the "Phase II"). The Phase II Expansion may create, transfer or maintain up to an additional 250 FTE, or a total employment of not less than 250 and up to a maximum of 500 FTE. The Company is under no legal obligation to do a Phase II expansion and is only committing to the investment and employment outlined for Phase I.

For similar type investment and jobs with an average salary of at least $55,000-70,000, the FEDC proposes an additional incentive of $3,000 per FTE not to exceed a maximum incentive amount of $750,000.00. The Company may be eligible to earn some of all of the Phase II Expansion Incentives on or before December 31, 2018 as long as the Company maintains the Phase I base employment of at least 250 FTE in the City.

The terms and conditions for the Phase II Expansion incentives is subject to the qualifications, conditions and requirements to be more fully described within an additional Performance Agreement (the "Second Agreement") to be drafted by the FEDC and subject to the approval of the FEDC Board of Directors.

IV. General Provisions.

a. Term of the Agreement: The term of this Agreement shall begin on the date of execution by the FEDC and will expire the earlier of (i) the full payment of the Economic Incentives, or (ii) on March 31, 2019, or as otherwise provided within the Agreement.

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

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

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

d. Undocumented Workers: Under Chapter 2264 of the Texas Local Government Code, the Company has submitted the required certification that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this public subsidy/grant from the FEDC, the Company, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the public subsidy/grant from the FEDC with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053, but not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the Company of the violation.

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

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

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

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Economic Incentive that is paid. Not more than one (1) Economic Incentive shall be paid within a period of twelve (12) months, with the exception of payment of Economic Incentive No. 3, which may also be paid to the City of Frisco, Texas or the Company with the eligibility expiration date of 12/31/14.

f. Non-Attainment of Performance Requirements: In the event the Company does not meet or exceed the Performance Requirements as specified in Section II, the FEDC Economic Incentive will be either voided or reduced at the sole discretion of the FEDC Board of Directors. After the expiration date of an Eligibility Period, the Company will not be eligible to receive any portion of an Economic Incentive.

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

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

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

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

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

IV. **Miscellaneous.**

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

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

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

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

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

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

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

COMPANY: MONEYGRAM PAYMENT SYSTEMS, INC.
Attn: _____
1550 Utica Avenue South
Minneapolis, MN 55416

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

FEDC BOARD APPROVED this _____ day of _____, 2012.

FEDC:

FRISCO ECONOMIC DEVELOPMENT
CORPORATION

By:_____
James L. Gandy, President

Dated: _____

COMPANY:

MONEYGRAM PAYMENT SYSTEMS, INC.,
a Delaware corporation

By:_____

Printed Name: _____

Title: _____

Dated: _____

AGENDA ITEM #26.

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

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: February 29, 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 February 28, 2012 meeting.

All members were present.

DEVELOPMENT SERVICES

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February 29, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 28, 2012

Site Plan: Northstar Business Park, Block 1, Lot 3R-1 (SPRP12-0001)
Owner(s): Genesis Metro Church Frisco

Description:
A church on one lot on 2.5± acres on the east side of John W. Elliott Drive, 2,200± feet north of Main Street. Zoned Commercial-2. Neighborhood #46. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to additions and/or alterations resulting from Engineering Services' review of the construction plans.

The Site Plan will expire on 01-30-2014.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

CITY OF FRISCO

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February 29, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 28, 2012

Preliminary Site Plan: Stonebriar Funeral Home Addition, Block 1, Lot 1 (PSP12-0001)
Owner(s): Frisco Meadow Hill, L.P.

Description:
A funeral home on 2.2± acres on the northwest corner of Preston Road and Meadow Hill Drive. Zoned Commercial-1. Neighborhood #11. JE

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to staff approval of the preliminary façade plan.

The Preliminary Site Plan will expire on 01-30-2014.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

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February 29, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 28, 2012

Preliminary Plat: Latera, Phases Two and Three (PP11-0021)
Owner(s): Creekside Land Company, Ltd.

Description:
73 Single Family lots and nine Homeowner Association lots on 48.3± acres on the east side of Preston Road, 100± feet north of Vita Dolce Drive. Zoned Planned Development-2-Residential Village. Neighborhood #9. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved subject to the following conditions:

1. Planning & Zoning Commission approval of a major waiver from thoroughfare screening requirements to allow a natural vegetative screen adjacent to Preston Road.
2. Planning & Zoning Commission approval of a major waiver from the Major Creek Ordinance to allow:
    a. Three cul-de-sacs in a row.
    b. Less than 50% of the cul-de-sac bulb adjacent to a creek open to the creek on Toscana Way, Lazio Lane, and Genova Court.
    c. 15-foot side setbacks adjacent to a creek.
3. Dedication of a temporary access, utility and drainage easement by separate instrument for a temporary turn-around on Vita Dolce Court prior to release for construction of Phase Two.
4. Staff approval of the renderings of the trail entry features and landscaping at Toscana Way, Lazio Lane and Genova Court prior to construction.

5. Payment and/or planting of tree mitigation requirements.
6. 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.

This Preliminary Plat will expire on 02-28-2014.

SM/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

DEVELOPMENT SERVICES

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February 29, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 28, 2012

Final Plat: Knolls of Frisco, Phase 2B (FP12-0004)
Owner(s): Centex Homes

Description:
56 Single Family-8.5 lots, one Homeowners' Association lot, and one City lot on 15.4± acres adjacent to Appalachian Lane and Newman Boulevard. Zoning Planned Development-131-Single Family-8.5. Neighborhood #48. SM

Result/Action:

Approved: 6-0
Denied:
Tabled:

ACTION:

The item was approved as submitted.

SM/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

AGENDA ITEM #27.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Judy Egüez, Planner**

Date: **2/28/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 20.0± acres from Agricultural to Single Family-7. The property is located on the east side of Independence Parkway, 1,700± north of Eldorado Parkway. Neighborhood #06. Zoning Case No. Z11-0021.**

Action Requested: City Council adoption of an Ordinance approving the zoning.

Background Information: The City Council approved the request by a vote of 5-0 at their February 7, 2012 meeting.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their January 10, 2012 meeting and voted 5-0 to approve the request.

Alternatives: The City Council may:
- Approve the Ordinance;
- Deny the Ordinance;
- Approve the Ordinance with modifications; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:
- City Council Outcome Memo dated February 8, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

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WWW.FRISCOTEXAS.GOV

February 8, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, February 7, 2012

Public Hearing - Zoning: Pecorari Tract (Z11-0021)
Owner(s): Antonio and Lene Pecorari

Description:
A request to rezone 20.0± acres on the east side of Independence Parkway, 1,700± feet north of Eldorado Parkway from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned Agricultural. Neighborhood #06. JE

Result/Action:

Approved: 5-0 (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request and directed staff to prepare an Ordinance.

JE/kj

cc:

Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 20.0 ACRES OF LAND, MORE OR LESS, SITUATED IN THE ANDREW S. YOUNG SURVEY, ABSTRACT NUMBER 1037, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (A) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF SINGLE FAMILY-7 (SF-7); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, First Texas Homes (the "Applicant"), initiated a request to rezone 20.0 acres of land, more or less, situated in the Andrew S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas ("Frisco"); and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

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

SECTION 2: Amendments to the Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is hereby amended as follows: The zoning designation of the below-described property containing 20.0 acres of land, more or less, situated in the Andrew S. Young Survey, Abstract No. 1037, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Single Family-7. The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirement of all ordinances, rules and regulations of Frisco, as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

.SECTION 8: Effective Date: This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 6th day of March, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A"
Z11-0021

BEING a parcel of land located in the City of Frisco, Collin County, Texas, a part of the Andrew S. Young Survey, Abstract No. 1037, and being all of a called 10 acre tract of land described in a warranty deed with vendor's lien from George Ray Mount to Antonio Pecorari and Lene W. Pecorari as recorded in Volume 4196, Page 2362, Collin County Deed Records, and being all of a called 10 acre tract of land described in a cash warranty deed from John W. Pope, III to Antonio Pecorari and Lene Pecorari as recorded in Volume 4938, Page 4079, Collin County Deed Records, and being further described as follows:

BEGINNING at the northwest corner of said 10 acre tract of land described in Volume 4196, Page 2362, Collin County Deed Records, said point being in the centerline of Independence Parkway (a variable width right-of-way);

THENCE North 89 degrees 15 minutes 03 seconds East, 1319.71 feet to a P.K. nail set in top of a stone retaining wall at the northeast corner of said 10 acre tract of land described in Volume 4196, Page 2362, Collin County Deed Records, said point being in the west line of said Lot 20, Block G of Stonelake Estates West Phase II, an addition to the City of Frisco as recorded in Volume 2008, Page 235, Collin County Plat Records;

THENCE South 00 degrees 48 minutes 18 seconds East, 660.00 feet to a one-half inch iron rod set at the southeast corner of said 10 acre tract of land described in Volume 4938, Page 4079, said point being in the west line of Lot 10, Block G of said Stonelake Estates West Phase II;

THENCE South 89 degrees 15 minutes 03 seconds West, 1320.56 feet to the southwest corner of said 10 acre tract of land described in Volume 4938, Page 4079, said point being in the centerline of Independence Parkway;

THENCE North 00 degrees 43 minutes 52 seconds West, 660.00 feet along the centerline of Independence parkway to the POINT OF BEGINNING and containing 871,289 square feet or 20.002 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Dan B. Ramsey, RPLS No. 4172
December 5, 2011



Exhibit "A"
Z11-0021

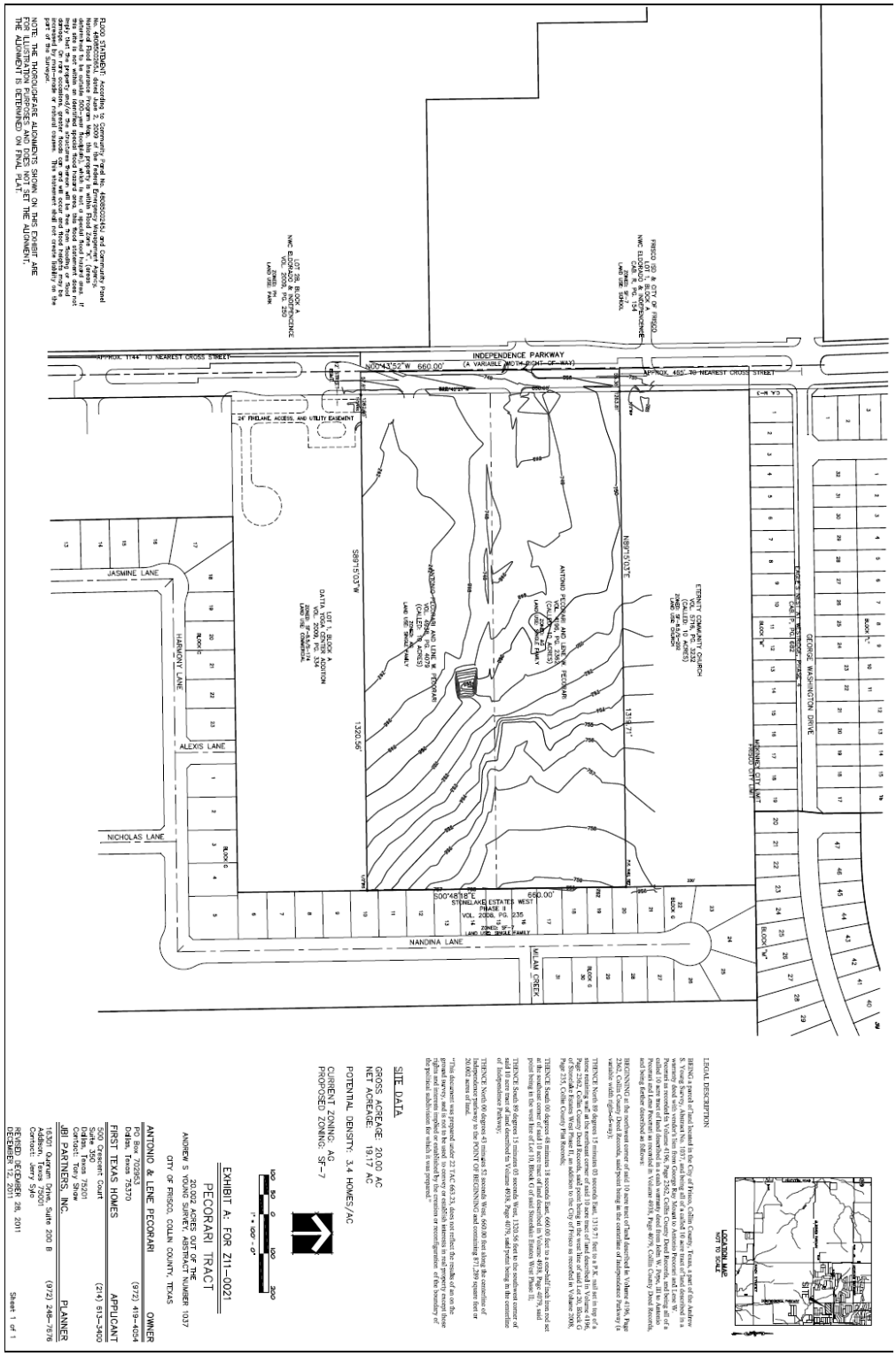


Exhibit "A-1"
Z11-0021



AGENDA ITEM #28.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **2/21/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance rezoning 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Residential Estate and Single Family-7. Neighborhood #11. Zoning Case No. Z11-0022.**

Action Requested: City Council adoption of an Ordinance approving the zoning request.

Background Information: The City Council approved the request by a vote of 5-0 at their February 7, 2012 meeting.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the request at their January 10, 2012 meeting and voted 4-1 to approve the request.

Alternatives: The City Council may:

- Approve the Ordinance;
- Deny the Ordinance;
- Approve the Ordinance with modifications; or
- Table for further review.

Financial Considerations: None.

Legal Review: The Ordinance was prepared by the City Attorney's office.

Supporting Documents:

- City Council Outcome Memo dated February 8, 2012.
- Ordinance.

Recommendation: Recommended for adoption.

DEVELOPMENT SERVICES

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 8, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the City Council meeting, February 7, 2012

Public Hearing - Zoning: Creekside Village (Z11-0022)
Owner(s): Tom Vogt

Description:
A request to rezone 9.1± acres on the northwest corner of Preston Trace Boulevard and Williford Trail from Agricultural to Single Family-7 and consider and act to direct staff to prepare an Ordinance of the same. Zoned: Agricultural. Neighborhood #11.

Result/Action:

Approved: 5-0 with amendments (Nelson absent)
Denied:
Tabled:

ACTION:
City Council approved the Zoning request with the following amendment and directed staff to prepare an Ordinance.

1. The property containing the existing residential dwelling at 8300 Preston Trace shall be zoned for the RE Residential Estate District.

JE/kj

cc:	Danny Carroll	Deanna Quigley	Dudley Raymond	Steve Covington
	Gary Hartwell	Umberto Allori	Jim Cottone	Rick Wieland
	Mack Borchardt	Michael Crain	Michele Wood	Michelle Ortega
	Paul Knippel	Phillip Climer	Poly Birika	

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING FRISCO'S ZONING ORDINANCE NO. 11-04-09, REZONING A TRACT OF LAND CONSISTING OF 9.05 ACRES OF LAND, MORE OR LESS, AS RECORDED IN VOLUME 4933, PAGE 2662 OF THE COLLIN COUNTY DEED RECORDS, CITY OF FRISCO, COLLIN COUNTY, TEXAS, HERETOFORE ZONED AGRICULTURAL (AG) IS HEREBY REZONED AND PLACED IN THE ZONING CLASSIFICATION OF RESIDENTIAL ESTATE (RE) (2.78 ACRES) AND SINGLE FAMILY-7 (SF-7) (6.27 ACRES); DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council"), has investigated and determined that Zoning Ordinance No. 11-04-09 should be amended; and

WHEREAS, Thomas Vogt (the "Applicant"), initiated a request to rezone 9.05 acres of land, more or less, as recorded in Volume 4933, Page 2662 of the Collin County Deed Records, City of Frisco, Collin County, Texas ("Frisco"); and

WHEREAS, the City Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and from set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated into and determined that it will be advantageous and beneficial to Frisco and its inhabitants to rezone this property as set forth below.

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

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

SECTION 2: Amendments to the Zoning Ordinance No. 11-04-09. Zoning Ordinance No. 11-04-09 is amended as follows. The zoning designation of the below-described property containing 9.05 acres of land, more or less, as recorded in Volume 4933, Page 2662 of the Collin County Deed Records, City of Frisco, Collin County, Texas, (the "Property") and all streets, roads and alleyways contiguous and/or adjacent thereto are hereby rezoned as Residential Estate (2.78 acres) and Single Family-7 (6.27 acres). The Property as a whole and the boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim. The general location of the Property is depicted on Exhibit "A-1" attached hereto.

Except as amended by this Ordinance, the development of the Property must comply with the requirement of all ordinances, rules and regulations of Frisco as they currently exist or may be amended.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Premises. It shall be unlawful for any person, firm, entity or corporation to make use said premises in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on said premises any building that is not in conformity with the permissible uses under this zoning Ordinance.

SECTION 5: Penalty. Any person, firm, corporation or entity violating this Ordinance or any provision of Zoning Ordinance No. 11-04-09, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not

preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid

SECTION 7: Savings/Repealing Clause. Zoning Ordinance No. 11-04-09 shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 6th day of March, 2012.

MAHER MASO, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Courtney Kuykendall, City Attorneys

Dates of Publication: _____, *Frisco Enterprise*

Exhibit "A" (1 of 2)
Residential Estate (RE)

SITUATED in the State of Texas, County of Collin, and City of Frisco, being the southwesterly portion of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

COMMENCING at a Votex Capped iron rod found marking the southeast corner of said 9.0496 acre tract and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of said 9.0496 acre tract and the north right-of-way line of Preston Trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 413.51 feet to a Votex Capped iron rod found marking the southeast corner and POINT OF BEGINNING for the herein described premises;

THENCE continuing with the south line of said 9.0496 acre tract and the north line of Reeve's Property, South 89°53'20" West, 224.28 feet to a Votex Capped iron rod found marking the southwest corner of said 9.0496 acre tract, the northwest corner of said Reeves's property and being in the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with the west line of said 9.0496 acre tract, said premises and the east line of said Frisco Joint Venture tract, North 00°38'40" West, 482.63 feet to a Votex capped iron rod found marking the northwest corner of said premises;

THENCE with a northerly, easterly and southerly line of said premises as follows:

North 89°42'41" East, 317.14 feet to a Votex capped iron rod found for corner;
South 45°12'29" East, 14.12 feet to a Votex capped iron rod found for corner;
South 00°07'40" East, 233.63 feet to a Votex capped iron rod found for corner;
South 89°53'20" West, 150.00 feet to a Votex capped iron rod found for corner;
South 00°07'40" East, 116.41 feet to a Votex capped iron rod found for corner;
South 89°53'20" West, 60.85 feet to a Votex capped iron rod found for corner;
South 54°07'00" East, 40.78 feet to a Votex capped iron rod found for corner and
South 38°39'45" East, 127.39 feet to the point of beginning and containing 121,060 square feet or 2.779 acres of land

Exhibit "A" (2 of 2)
Single Family-7 (SF-7)

SITUATED in the State of Texas, County of Collin, and City of Frisco, being the easterly portion of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

BEGINNING at a Votex Capped iron rod found marking the southeast corner of said premises and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of premises, the north right-of-way line of Preston Trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 413.51 feet to a Votex Capped iron rod found marking the southwest corner of the herein described premises;

THENCE with a westerly, northerly and southerly line of said premises as follows:
North 38°39'45" West, 127.39 feet to a Votex Capped iron rod found for corner;
North 54°07'00" West, 40.78 feet to a Votex Capped iron rod found for corner;
North 89°53'20" East, 60.85 feet to a Votex Capped iron rod found for corner;
North 00°07'40" West, 116.41 feet to a Votex Capped iron rod found for corner;
North 89°53'20" East, 150.00 feet to a Votex Capped iron rod found for corner;
North 00°07'40" West, 233.62 feet to a Votex Capped iron rod found for corner;
North 45°12'30" West 14.12 feet to a Votex Capped iron rod found for corner;
South 89°42'41" West, 317.14 feet to a Votex Capped iron rod found for corner in the west line of the aforementioned 9.04969 acre tract and the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with a west line of said 9.0496 acre tract and an east line said Frisco Joint Venture Tract, North 00°38'40" West, 176.11 feet a Votex Capped iron rod found marking the most northerly northwest corner of said premises and the northwest corner of said 9.0496 acre tract;

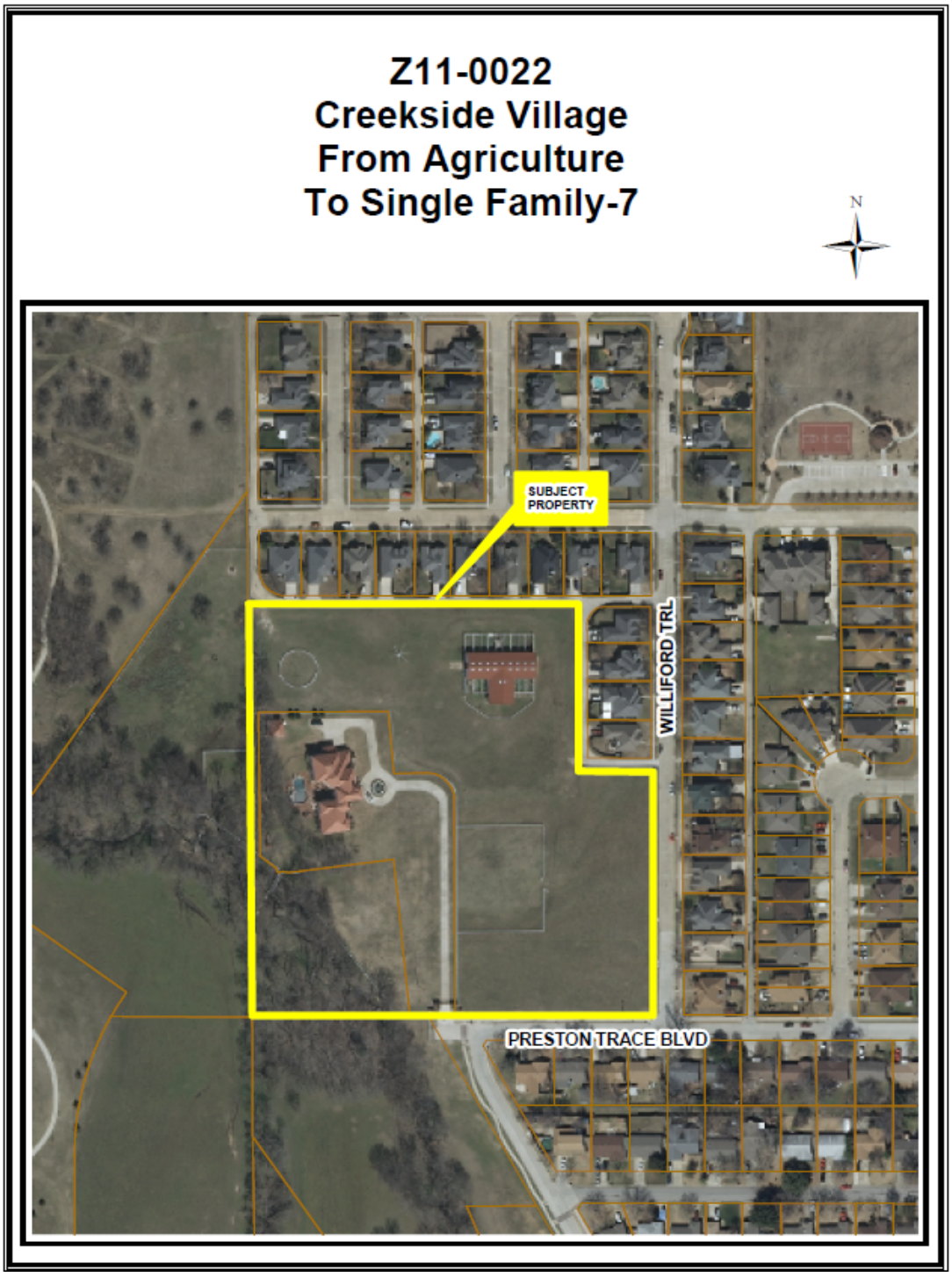
THENCE with a north line of said 9.0496 acre tract, said premises and the south right-of-way line of said 15' wide alley, North 89°42'41" East, 528.73 feet to an "X" found cut in concrete and marking the intersection of the south right-of-way line of said 15' wide alley with the west right-of-way line of a 15' wide alley;

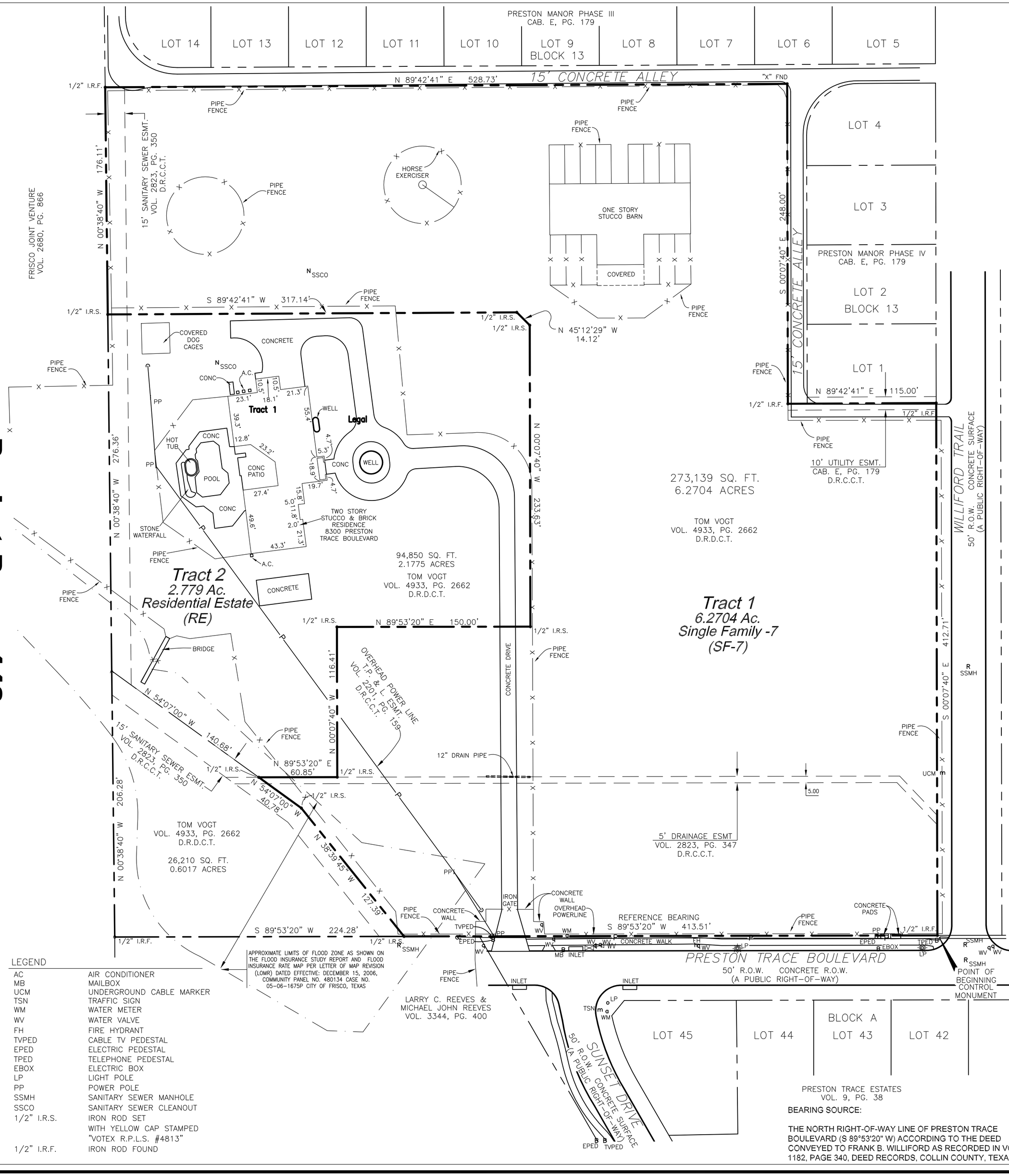
THENCE with an east line of said 9.0496 acre tract, said premises and the west right-of-way line of said 15' wide alley, South 00°07'40" East, 248.00 feet to a Votex capped iron rod found marking an interior corner of said 9.0496 acre tract and said premises;

THENCE with a north line of said 9.0496 acre tract, said premises, the south line of Lot 1, Block 13 of Preston Manor Phase IV, an addition to the City of Frisco as recorded in Cabinet E, Page 179 of the Collin County Map Records, and the north right-of-way line of an existing 15' wide alley, North 89°42'41" East, 115.00 feet to a Votex capped iron rod found marking the most easterly northeast corner of said 9.0496 acre tract, said premises, the southeast corner of said Lot 1, Block 13 and being in the west right-of-way line of the aforementioned Williford Trail;

THENCE with the most easterly line of said 9.0496 acre tract, said premises and the west right-of-way line of Williford Trail, South 00°07'40" East, 412.71 feet to the point of beginning and containing 273,139 square feet or 6.2704 acres of land.

Exhibit "A-1"


Z11-0022
Creekside Village
From Agriculture
To Single Family-7
N
SUBJECT PROPERTY
WILLIFORD TRL
PRESTON TRACE BLVD



LEGEND

AC	AIR CONDITIONER
MB	MAILBOX
UCM	UNDERGROUND CABLE MARKER
TSN	TRAFFIC SIGN
WM	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
TVPED	CABLE TV PEDESTAL
EPED	ELECTRIC PEDESTAL
TPED	TELEPHONE PEDESTAL
EBOX	ELECTRIC BOX
LP	LIGHT POLE
PP	POWER POLE
SSMH	SANITARY SEWER MANHOLE
SSCO	SANITARY SEWER CLEANOUT
1/2" I.R.S.	IRON ROD SET WITH YELLOW CAP STAMPED "VOTEX R.P.L.S. #4813"
1/2" I.R.F.	IRON ROD FOUND

BEARING SOURCE:

THE NORTH RIGHT-OF-WAY LINE OF PRESTON TRACE BOULEVARD (S 89°53'20" W) ACCORDING TO THE DEED CONVEYED TO FRANK B. WILLIFORD AS RECORDED IN VOLUME 1182, PAGE 340, DEED RECORDS, COLLIN COUNTY, TEXAS.

Overall Legal
9.0496 Acre Tract

SITUATED in the State of Texas, County of Collin, and City of Frisco, being all of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

BEGINNING at a Votex Capped iron rod found marking the southeast corner of said 9.0496 acre tract, said premises and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of said 9.0496 acre tract, said premises, the north right-of-way line of Preston Trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 637.29 feet to a Votex Capped iron rod found marking the southwest corner of said 9.0496 acre tract the northwest corner of said Reeves's property and being in the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with the west line of said 9.0496 acre tract, said premises and the east line of said Frisco Joint Venture tract, North 00°38'40" West, 658.75 feet to a Votex capped iron rod found marking its northwest corner in the west right-of-way line of a 15' wide alley;

THENCE with a north line of said 9.0496 acre tract, said premises and the south right-of-way line of said 15' wide alley, North 89°42'41" East, 528.73 feet to an "X" found cut in concrete marking a northeast corner of said 9.0496 acre tract, said premises and the intersection of the south right-of-way line of said 15' wide alley with the west right-of-way line of a 15' wide alley;

THENCE with an east line of said 9.0496 acre tract, said premises and the west right-of-way line of said 15' wide alley, South 00°07'40" East, 248.00 feet to a Votex capped iron rod found marking an interior corner of said 9.0496 acre tract and said premises;

THENCE with a north line of said 9.0496 acre tract, said premises, the south line of Lot 1, Block 13 of Preston Manor Phase IV, an addition to the City of Frisco as recorded in Cabinet E, Page 179 of the Collin County Map Records, and the north right-of-way line of an existing 15' wide alley, North 89°42'41" East, 115.00 feet to a Votex capped iron rod found marking the most easterly northeast corner of said 9.0496 acre tract, said premises, the southeast corner of said Lot 1, Block 13 and being in the west right-of-way line of the aforementioned Williford Trail;

THENCE with the most easterly line of said 9.0496 acre tract, said premises and the west right-of-way line of Williford Trail, South 00°07'40" East, 412.71 feet to the point of beginning and containing 394,198 square feet or 9.0496 acres of land.

Tract 1
Legal

SITUATED in the State of Texas, County of Collin, and City of Frisco, being the easterly portion of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

BEGINNING at a Votex Capped iron rod found marking the southeast corner of said premises and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of premises, the north right-of-way line of Preston Trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 413.51 feet to a Votex Capped iron rod found marking the southwest corner of the herein described premises;

THENCE with a westerly, northerly and southerly line of said premises as follows:

North 38°39'45" West, 127.39 feet to a Votex Capped iron rod found for corner;

North 54°07'00" West, 40.78 feet to a Votex Capped iron rod found for corner;

North 89°53'20" East, 60.85 feet to a Votex Capped iron rod found for corner;

North 00°07'40" West, 116.41 feet to a Votex Capped iron rod found for corner;

North 89°53'20" East, 150.00 feet to a Votex Capped iron rod found for corner;

North 00°07'40" West, 233.62 feet to a Votex Capped iron rod found for corner;

North 45°12'30" West 14.12 feet to a Votex Capped iron rod found for corner;

South 89°42'41" West, 317.14 feet to a Votex Capped iron rod found for corner in the west line of the aforementioned 9.04969 acre tract and the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with a west line of said 9.0496 acre tract and an east line said Frisco Joint Venture Tract, North 00°38'40" West, 176.11 feet a Votex Capped iron rod found marking the most northerly northwest corner of said premises and the northwest corner of said 9.0496 acre tract;

THENCE with a north line of said 9.0496 acre tract, said premises and the south right-of-way line of said 15' wide alley, North 89°42'41" East, 528.73 feet to an "X" found cut in concrete and marking the intersection of the south right-of-way line of said 15' wide alley with the west right-of-way line of a 15' wide alley;

THENCE with an east line of said 9.0496 acre tract, said premises and the west right-of-way line of said 15' wide alley, South 00°07'40" East, 248.00 feet to a Votex capped iron rod found marking an interior corner of said 9.0496 acre tract and said premises;

THENCE with a north line of said 9.0496 acre tract, said premises, the south line of Lot 1, Block 13 of Preston Manor Phase IV, an addition to the City of Frisco as recorded in Cabinet E, Page 179 of the Collin County Map Records, and the north right-of-way line of an existing 15' wide alley, North 89°42'41" East, 115.00 feet to a Votex capped iron rod found marking the most easterly northeast corner of said 9.0496 acre tract, said premises, the southeast corner of said Lot 1, Block 13 and being in the west right-of-way line of the aforementioned Williford Trail;

THENCE with the most easterly line of said 9.0496 acre tract, said premises and the west right-of-way line of Williford Trail, South 00°07'40" East, 412.71 feet to the point of beginning and containing 273,139 square feet or 6.2704 acres of land.

Tract 2
Legal

SITUATED in the State of Texas, County of Collin, and City of Frisco, being the southwesterly portion of a 9.0496 acre tract as recorded in Volume 4933, Page 2662 of the Collin County Deed Records with said premises being more particularly described as follows:

COMMENCING at a Votex Capped iron rod found marking the southeast corner of said 9.0496 acre tract and the intersection of the west right-of-way line of Williford Trail (50' R.O.W.) with the north right-of-way line of Preston Trace Boulevard (50' R.O.W);

THENCE with the south line of said 9.0496 acre tract and the north right-of-way line of Preston Trace Boulevard and partway with the north line of Reeve's Property as recorded in Volume 3344, Page 440 of the Collin County Deed Records, South 89°53'20" West, 413.51 feet to a Votex Capped iron rod found marking the southeast corner and POINT OF BEGINNING for the herein described premises;

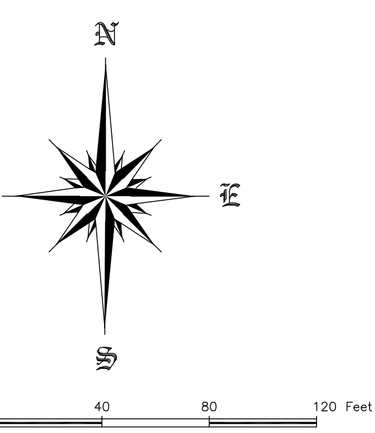
THENCE continuing with the south line of said 9.0496 acre tract and the north line of Reeve's Property, South 89°53'20" West, 224.28 feet to a Votex Capped iron rod found marking the southwest corner of said 9.0496 acre tract, the northwest corner of said Reeves's property and being in the east line of a Frisco Joint Venture Tract as recorded in Volume 2680, Page 866 of the Collin County Deed Records;

THENCE with the west line of said 9.0496 acre tract, said premises and the east line of said Frisco Joint Venture tract, North 00°38'40" West, 482.63 feet to a Votex capped iron rod found marking the northwest corner of said premises;

THENCE with a northerly, easterly and southerly line of said premises as follows:

North 89°42'41" East, 317.14 feet to a Votex capped iron rod found for corner;
South 45°12'29" East, 14.12 feet to a Votex capped iron rod found for corner;
South 00°07'40" East, 233.63 feet to a Votex capped iron rod found for corner;
South 89°53'20" West, 150.00 feet to a Votex capped iron rod found for corner;
South 00°07'40" East, 116.41 feet to a Votex capped iron rod found for corner;
South 89°53'20" West, 60.85 feet to a Votex capped iron rod found for corner;
South 54°07'00" East, 40.78 feet to a Votex capped iron rod found for corner and

South 38°39'45" East, 127.39 feet to the point of beginning and containing 121,060 square feet or 2.779 acres of land.



STATE OF TEXAS
REGISTERED
F.E. BEMENDERFER JR.
4051
PROFESSIONAL
LAND SURVEYOR

8300 PRESTON TRACE BOULEVARD
LAND TITLE SURVEY
6.2704 ACRES

OUT OF THE
RALPH ROGERS SURVEY, ABSTRACT NO. 763
CITY OF FRISCO, COLLIN COUNTY, TEXAS
SCALE: 1"=40' DATE: FEBRUARY 28, 2012

Legal Descriptions by Roome Land Surveying, Inc.
Drawing by Votex Land Surveying

AGENDA ITEM #29.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **2/21/2012**

Agenda Caption: **Consider and act upon adoption of an Ordinance on the voluntary annexation of 97.5± acres in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas, generally located on the southeast corner of County Road 26 and Dallas Parkway. Neighborhood #53. Annexation Case A12-0001.**

Action Requested: The City Council is asked to adopt the proposed Annexation Ordinance.

Background Information: This is a voluntary annexation case submitted by the property owner, Prosper United Methodist Church. The property is directly adjacent to the City's corporate limits on the north, west, and east and is vacant.

Board Review/Citizen Input: The City Council held the two required public hearings at their February 7, 2012 and February 21, 2012 meetings.

Alternatives: Not applicable.

Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office has prepared the Ordinance.

Supporting Documents:
- Annexation Ordinance.

Staff Recommendation: Recommended for adoption.

CITY OF FRISCO, TEXAS ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, ANNEXING, ON APPLICATION OF THE LANDOWNER, 97.5 ACRES OF LAND, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 148, COLLIN COUNTY, TEXAS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE ABOVE-DESCRIBED TRACT OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF FRISCO AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND FRISCO'S ORDINANCE NO. 11-04-09 AND ANY AMENDMENTS THERETO; 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 Prosper United Methodist Church, the landowner of 97.5 acres of land, more or less, situated in the Collin County School Land Survey, Abstract No. 148, Collin County, Texas (hereinafter defined as the "Property"), submitted an application to the City of Frisco, Texas ("Frisco") for voluntary annexation into the city limits of Frisco ("Landowner"); and

WHEREAS, in accordance with Section 43.035, Local Government Code, as amended, an offer of a development agreement has been made by Frisco and declined by the Landowner, in writing; and

WHEREAS, the City Council of the City of Frisco, Texas ("City Council"), under the authority of Sections 43.021 and 43.035, Local Government Code, as amended, and the Frisco City Charter, investigated and determined that it would be advantageous and beneficial to Frisco and its inhabitants to annex the Property; and

WHEREAS, the City Council finds that all requisites relative to consideration and adoption of this Ordinance have been complied with pursuant to Chapter 43, Local Government Code, as amended; and

WHEREAS, prior to conducting the public hearings required under Section 43.063, Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Frisco and is adjacent and contiguous to the existing city limits of Frisco; and

WHEREAS, before the publication of the notice of the first public hearing regarding the annexation of the Property, the City Council directed the appropriate persons to prepare a service plan that provides for the extension of municipal services to the Property to be annexed; and

WHEREAS, the City Council finds that the Service Plan has been prepared in full compliance with Section 43.065, Local Government Code, and has been made available for public inspection and was available for explanation to the inhabitants of the Property at the public hearings; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property being annexed; and

WHEREAS, the City Council has conducted at least two (2) public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed Service Plan; and

WHEREAS, the City Council finds the public hearings were conducted on or after the fortieth (40th) day but before the twentieth (20th) day before the date of the institution of the annexation proceedings; and

WHEREAS, the City Council finds it has completed the annexation process within ninety (90) days after the City Council instituted annexation proceedings; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form set forth by law.

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: Property Annexed. The Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same is hereby annexed to Frisco, to-wit:

> BEING a tract of land out of the Collin County School Land Survey, Abstract No. 148, Collin County, Texas containing 97.5 acres of land, more or less; said tract is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The general location of the property is depicted on Exhibit "B", attached hereto.

SECTION 3: Service Plan. The Service Plan for the Property is attached hereto as Exhibit "C" and made a part hereof for all purposes.

SECTION 4: Rights/Privileges/Bound by Ordinances and Regulations. From and after the passage of this Ordinance, the Property shall be a part of Frisco, and the inhabitants thereof shall be entitled to all the rights and privileges of all of the citizens of Frisco and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. The official map and boundaries of Frisco are hereby amended to include the Property as part of Frisco. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Denton County.

SECTION 6: Unlawful Use. It shall be unlawful for any person, firm, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended; and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any building that is not in conformity with the permissible use under this Ordinance and Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended.

SECTION 7: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance or any provision of Frisco's Zoning Ordinance No. 11-04-09, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Frisco from filing suit to enjoin the violation. Frisco retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 8: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any

violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance, or the use created under Zoning Ordinance No. 11-04-09, and any amendments thereto, be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 10: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS on this 6th day of March, 2012.

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

Courtney A Kuykendall

Abernathy, Roeder, Boyd & Joplin, P.C.
Courtney A. Kuykendall, City Attorney

DATE(S) OF PUBLICATION: _____, *Frisco Enterprise*

EXHIBIT "A"
(Legal Description)

Description of a 97.4544 acre tract of land situated in the Collin County School Land Survey, Abstract No. 148, Frisco, Collin County, Texas and being all of that 97.454 acre tract of land conveyed to Prosper United Methodist Church by Probate Court Cause No. 5465-1948, Collin County, Texas; said 97.4544 acre tract being more particularly described a follows:

BEGINNING, at a 5/8-inch iron rod with "GSES, INC., RPLS 4804" cap set at the northeast corner of said 97.4544 acre tract (1/2-inch iron rod found, North 65 degrees 45 minutes 39 seconds West, 0.57 feet and City of Frisco Monument found South 66 degrees 44 minutes 01 seconds East, 87.77 feet); said point also being the southeast corner of a 88.60 acre tract of land conveyed to PCCP Alberta Frisco Texas, LLC., by deed recorded in Deed Records, Collin County, Texas; said point also being in or near the centerline of County Road 26; said point also being on the west line of the St. Louis, Santa Fe & Texas railroad (100 foot right-of-way);

THENCE, South 11 degrees 51 minutes 27 seconds West, along the west line of said St. Louis, Santa Fe & Texas Railroad right-of-way, a distance of 2,764.01 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "DAA" found at the southeast corner of said 97.4544 acre tract; said point also being the northeast corner of a 242.31 acre tract of land conveyed to Bert Fields, Jr. by deed recorded in Volume 655, Page 260, Deed Records, Collin County, Texas;

THENCE, South 89 degrees 51 minutes 27 seconds West, leaving said west right-of-way line and with the north line of said Fields tract, a distance of 1,346.40 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "DAA" found at the southwest corner of said 97.4544 acre tract; said point also being the southeast corner of tract of land conveyed to The Mahard 2003 Partnership, LP. by deed recorded in Volume 5670, Page 1915, Deed Records, Collin County, Texas;

THENCE, North 00 degrees 08 minutes 33 seconds West, leaving said north line and with the west line of said 97.4544 acre tract, a distance of 1,084.01 feet to a 1/2-inch iron rod with yellow plastic cap stamped "DAA" found for corner; said point also being the north corner of said Mahard tract; said point also being on the southeast line of the Dallas North Tollway (300 foot right-of-way) as established by instrument styled Cause No. 1-540-95, as recorded in County Clerk File Number 96-0102647, Deed Records, Collin County, Texas, said point being at the beginning of a non-tangent curve to the left having a central angle of 15 degrees 59 minutes 41 seconds, a radius of 3,424.05 feet, and a chord bearing and distance of North 08 degrees 05 minutes 44 seconds East, 952.75 feet;

THENCE, northeasterly, along said southeasterly line and said curve to the left, an arc distance of 955.85 feet to a 5/8-inch iron rod with "GSES, INC., RPLS 4804" cap set at the end of said curve and the east right-of-way line of Dallas North Tollway (5/8-inch

iron rod with a yellow plastic cap stamped "SAM INC." found South 49 degrees 39 minutes 34 seconds West, 0.86 feet);

THENCE, North 00 degrees 05 minutes 54 seconds East, along said east line of the Dallas North Tollway, a distance of 684.55 feet to a "+" cut in concrete set for corner at the northwest corner of said 97.4544 acre tract; said point also being the southwest corner of said PCCP Alberta Frisco Texas, LLC. tract; said point also being in or near the center of said County Road 26;

THENCE, South 89 degrees 53 minutes 23 seconds East, with said County Road 26 and the south line of said PCCP Alberta Frisco Texas, LLC. tract, a distance of 1,781.69 feet to the POINT OF BEGINNING;

CONTAINING, 4,245,115 square feet or 97.454 acres of land, more or less.

EXHIBIT "B"

A12-0001
Collin County School Land Survey
Voluntary Annexation

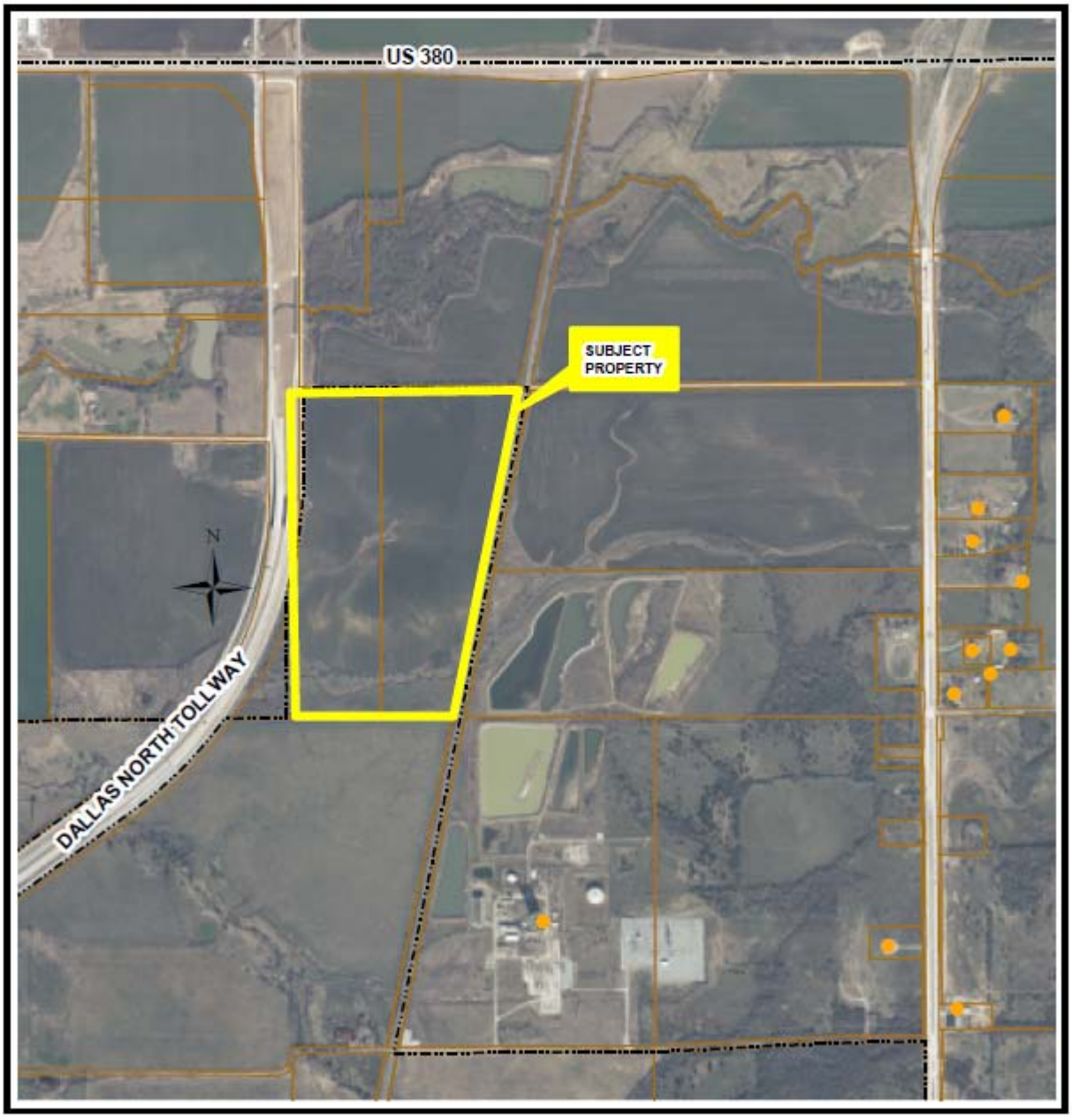


Exhibit "C"

CITY OF FRISCO, TEXAS
SERVICE PLAN FOR ANNEXED AREA

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE:

ACREAGE ANNEXED: 97.5 acres of land, more or less

SURVEY, ABSTRACT & COUNTY: Collin County School Land. Survey, Abstract No. 148, Collin County, Texas.

Municipal Services to the acreage described above shall be furnished by or on behalf of the City of Frisco, Texas, at the following levels and in accordance with the following schedule:

A. POLICE SERVICE

1. Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with any of the methods of the City of Frisco, Texas, extends police service to any other area of the municipality, will be provided upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the City.

B. FIRE SERVICES

1. Fire protection and emergency ambulance equipment by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, and in a manner consistent with any of the methods of the City of Frisco, Texas, extends fire service to any other area of the municipality, will be provided to this area upon the effective date of the annexation ordinance.

2. Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the City.

C. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES

1. Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2. Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3. The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4. All inspection services furnished by the City of Frisco, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5. As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Code Enforcement Services as are furnished throughout the City.

D. PLANNING AND ZONING SERVICES

The planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

E. PARK AND RECREATION SERVICES

1. Residents of this property may utilize all existing park and recreational services, facilities, and sites throughout the City, beginning upon the effective date of the annexation ordinance.

2. Additional facilities and sites to serve this property and its residents will be acquired, developed and maintained at locations and times provided by applicable plans, policies, and programs and decisions of the City of Frisco. This property will be included in all future plans for providing parks and recreation services to the City.

3. Existing parks, playgrounds, swimming pools, and other recreational facilities within this property shall, upon dedication to and acceptance by the City, be maintained and operated by the City of Frisco, but not otherwise.

F. SOLID WASTE COLLECTION

1. Solid waste collection shall be provided to the property in accordance with existing City policies, beginning upon the effective date of the annexation ordinance.

2. As development and construction commence in this property and population density increases to the property level, solid waste collection shall be provided to this property in accordance with the current policies of the City as to frequency, changes and so forth.

G. STREETS

1. The City of Frisco's existing policies with regard to street maintenance, applicable throughout the entire City, shall apply to this property beginning upon the effective date of the annexation ordinance. Unless a street within this property has been constructed or is improved to the City's standards and specifications, that street will not be maintained by the City of Frisco.

2. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Frisco with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3. The same level of maintenance shall be provided to streets within this property which have been accepted throughout the City of Frisco as is provided to City streets throughout the City.

4. Street lighting installed on streets improved to the City standards shall be maintained by either TXU Energy, Oncor, Denton County Co-Op or the appropriate Franchise holder in accordance with current City policies.

H. WATER SERVICES

1. Connection to existing City water mains for water service for domestic, commercial and industrial use within this property will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances for such service throughout the City.

2. As development and construction commence in this property, water mains of the City will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with the applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

3. Water mains installed or improved to City standards which are within the annexed area and are within dedicated easements shall be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

4. Private water lines within this property shall be maintained by their owners in accordance with existing policies applicable throughout the City.

I. SANITARY SEWER SERVICES

1. Connections to existing City sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing City policies. Upon connection, sanitary sewer service will be provided at rates established by City ordinances for such service throughout the City.

2. Sanitary sewage mains and/or lift stations installed or improved to City standards, located in dedicated easements, and which are within the annexed area and are connected to City mains will be maintained by the City of Frisco beginning upon the effective date of the annexation ordinance.

3. As development and construction commence in this area, City sanitary sewer will be extended in accordance with provisions of the Subdivision Ordinance and other applicable City ordinances and regulations. Such extensions will be commenced within two and one-half (2 1/2) years from the effective date of the annexation ordinance and substantially completed within four and one-half (4 ½) years after that date.

J. MISCELLANEOUS

1. Any facility or building located within the annexed area and utilized by the City of Frisco in providing services to the area will be maintained by the City of Frisco commencing upon the date of use or upon the effective date of the annexation ordinance, whichever occurs later.

2. General municipal administration and administrative services of the City shall be available to the annexed area Frisco beginning upon the effective date of the annexation ordinance.

3. Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

4. The Service Plan is valid for ten (10) years from the effective date of the Ordinance.

AGENDA ITEM #30.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Judy Egüez, Planner**

Date: **2/22/2012**

Agenda Caption: **Public Hearing: Z11-0018. A request to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries and amend the zoning exhibit and development standards and consider and act to direct staff to prepare an Ordinance of the same. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Zoned Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home. Neighborhood #47.**

Action Requested: Hold the public hearing and direct staff in the preparation of an Ordinance.

Background Information: The applicant is requesting to amend the Planned Development (PD) standards for Retail/Office-2 tract (identified as Tract 1) on the northeast corner of Eldorado Parkway and Dallas Parkway. The attached "Summary of Modifications" depicts the changes proposed by the applicant and staff's recommendations. Since the entire PD is open for review, staff is also taking the opportunity to modify the PD by removing Tracts 2 – 4 (existing single family subdivisions) from the PD and applying a straight zoning designation. Removing these properties from the PD will not increase nor decrease development rights on their property. Notice of these amendments was provided to all property owners within the PD.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the Zoning request at their February 14, 2012 meeting and voted 5-0 to approve the request as outlined in the Outcome Memo.

Alternatives: The City Council can:

- Approve the request and direct staff to prepare an Ordinance;
- 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 February 15, 2012.
- Staff report.
- Summary of Modifications
- Location Map
- PD-166 Tracts exhibit
- Line of sight exhibit
- Exhibits
- Letters from the public

Recommendation: Recommended for approval as specified in the Planning & Zoning Commission outcome memo.

FRISCO
DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 15, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 14, 2012

Public Hearing - Zoning: Eldorado Village (Z11-0018)
Owner(s): Eldorado Commons, LP

Description:
A request to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries and amend the zoning exhibit and development standards. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Zoned Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home. Neighborhood #47. JE

Result/Action:

Approved: 5-0 (Trykoski & Russell absent)
Denied:
Tabled:

ACTION:

The item was recommended for approval subject to:

1. The development standards outlined in Exhibit C with the stipulation that street trees be installed along Newton Road beginning at a point not greater than 100 feet from the right-of-way of the Dallas Parkway.

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	

February 14, 2012

Public Hearing - Zoning: Eldorado Village (Z11-0018)
Owner(s): Eldorado Commons, LP

DESCRIPTION:

A request to amend Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home to modify the boundaries and amend the zoning exhibit and development standards. The property contains 220± acres on the northeast corner of Dallas Parkway and Eldorado Parkway and on the north side of Eldorado Parkway, 1,300± feet west of Dallas Parkway. Zoned Planned Development-166-Retail/Office-2/Multifamily-19/Single Family-8.5/Single Family-10/Patio Home. Neighborhood #47. JE

HISTORY:

Ordinance No. 02-05-54 – City Council adopted Ordinance No. 02-05-54, which 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 – City Council adopted Ordinance No. 04-11-76 and 04-11-77 which 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.

CASE OVERVIEW:

Due to the number of property owners within the PD-166, a call for public hearing was approved by the Planning & Zoning Commission on January 10, 2012. The applicant is requesting to amend the PD to modify the development standards for Tract 1, the Retail/Office-2 tract located on the northeast corner of Dallas Parkway and Eldorado Boulevard to correlate with the Preliminary Site Plan submitted for Eldorado Village.

PD-166 consists of 220± acres and is divided into five tracts. The PD area is also bisected by the Tollway with a portion of the PD located on the west side of the Tollway (see attached PD-166 Tracts exhibit). The majority of the properties have been developed as single family lots and sold to individual homeowners. The following chart depicts the base zoning, acreage, and whether the property has been developed or not.

	Zoning	Acreage	Land Use
Tract 1	Retail/Office-2	81.5± acres	vacant
Tract 2	Multifamily-19	25.0± acres	Developed as Alta Frisco
Tract 3	Single Family-8.5	23.1± acres	Partially Developed as Cobb Farm, Phase 1. 10.4± acres along Eldorado are vacant
Tract 4	Single Family-10	48.6± acres	Developed as Cobb Farm, Phase 1 and 2
Tract 5	Patio Home	34.7± acres	Developed as Village at Cobb Hill

Since Tracts 2 through 5 have been developed, with the exception of the 10.4± acre tract along Eldorado Parkway, south of Cobb Farm, Phase 1, staff is recommending that all that property be removed from the Planned Development and apply a straight zoning designation that matches the base zoning from PD-166. Removing these properties from the PD will not increase nor decrease development rights on their property. Tract 1 will be divided into Tract 1 (for Retail) and Tract 2 (for Office-2).

The surrounding land uses are as follows:

East of the Tollway

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant and single family	Planned Development-158-Office-2/Single Family-7/Single Family 8.5	Office and Residential
East	Vacant	Agricultural	Residential
South	Retail	Planned Development-156-Retail, Planned Development-156-Retail with a Specific Use Permit (S-149) for a Big Box, and Industrial	Retail and Mixed Use Non-residential
West	Retail	Planned Development-171-Retail and Commercial-1	Office and Retail

West of the Tollway

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant and single family	Planned Development-158-Office-2/Single Family-8.5/Single Family 10	Office and Residential
East	Vacant	Commercial-1	Office
South	Retail	Planned Development-171-Retail, Planned Development-171-Retail with a Specific Use Permit (S-162) for a Big Box, and Industrial	Mixed Use Non-residential
West	Retail	Planned Development-209-Urban Center, Planned Development-210-Townhome, Planned Development-211-Single Family-7/Single Family-8.5/Single Family-10	Mixed Use Non-residential and Residential

The applicant is requesting to amend the PD for Tract 1 to facilitate development. When the PD was created in 2002, many of the standards in the current Zoning Ordinance were not in place. PD's, such as this one, provided standards in order to achieve a higher quality development that were above and beyond the standards in the Zoning Ordinance that was in place at that time. The standards in the current Zoning Ordinance provide the necessary development standards without having to provide detailed standards in the PD. Therefore, staff recommends removing many of the requirements in the PD. The chart depicts all the standards in PD-166, the applicants' requests, and staff's recommendations (see Summary of Modification to Current Planned Development-166-Retail/O-2 Standards). The key changes to the PD are the following:

1. Update the boundaries of the Planned Development and remove tracts that will be applied straight zoning designation.
2. Update the uses allowed in the Planned Development. In Tract 1, uses will be those permitted in the Retail south of Newton Road, and uses allowed in Retail and Office-2 north of Newton Road. A stand-alone full service car wash will be permitted in the Retail area with a Specific Use Permit.
3. Remove requirements for sidewalks along internal driveways.
4. Remove requirement that walkways around all buildings must be paved with stamped concrete or textured paving with trees every 30-feet on center.
5. Increase the allowed building height to six stories for hotels in the Retail area north of Newton Road.
6. Remove the Pedestrian Access, Off-street Parking, Lighting Standards, Landscaping, Open Space sections and standards under the Setbacks and

Landscape Buffer section. The development will comply with the requirements set forth in the Zoning Ordinance.
7. Add a requirement for street trees on Newton Road.
8. Add a requirement to amenitize the detention pond.

ADDITIONAL INFORMATION:

A member of the Cobb Hill HOA submitted a letter stating his concern about the height of buildings adjacent to the homes and privacy of those residents (see attached letter). The setback requirements for Office-2 uses and a hotel require a setback of 60-feet plus twice the height of the building above two-stories. The applicant has provided a graphic depicting the setback and visibility angle.

SUMMARY:

The applicant has worked with staff to modify, remove and add standards in the Planned Development. Staff supports this request.

RECOMMENDATION:

Recommended for approval subject to the following development standards outlined in Exhibit C.

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS

Tract 1: PD-R (Retail)/O-2 (Office-2)

General Conditions:

This tract shall be developed under the regulation of the Retail District (R) as outlined in Subsection 2.04.03 of the Zoning Ordinance No. 11-04-09 as it is or may be amended, subject to the following conditions:

1. Building Materials: A consistent architectural theme shall be used to unify all buildings within the development. This theme shall include the use of common

building materials for all buildings. Primary materials used for facades shall consist of brick or stone, or a combination of both, and shall comprise a minimum of sixty percent (60%) of each building facade, excluding windows. Brick, stone, stucco, tile, or any combination thereof, may be used for the remaining forty percent (40%) of each building facade. The use of reflective glass shall be prohibited.

2. Landscape Buffers:
    a. Newton Road shall have street trees planted thirty feet (30') on center.
    b. A thirty foot (30') landscape buffer adjacent to any residential district shall be provided along the length of all rear property lines.

3. Detention Pond: The detention pond as depicted on Exhibit D shall meet the requirements for Detention Ponds as outlined in Subsection 4.13.03 (C). This will count toward the overall seven percent (7%) open space for the area north of the pad sites along Eldorado Parkway and south of Newton Road. A detailed plan shall be submitted with the Preliminary Site Plan of this area.

Tract 1A: PD-R (Retail) – South of Newton

This tract shall be developed under the regulations of the Retail District (R) as outlined in Subsection 2.04.03 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

1. Permitted Uses, PD-R: All uses in the R District as outlined in Subsection 3.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended, and the following additional uses:

    a. Funeral parlor or mortuary
    b. Car Wash with a Specific Use Permit as shown on Exhibit "D"

Tract 1B: PD-O-2 (Office-2) – North of Newton

This tract shall be developed under the regulations of the Office-2 District (O-2) as outlined in Subsection 2.04.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

1. Permitted Uses, PD-O-2: All uses in the O-2 District and the R District as outlined in Subsection 3.02 of the Zoning Ordinance No. 11-04-09 as it exists or may be amended.

2. Building Height: The maximum height of a hotel shall not exceed six stories. For any hotel building over two stories in height, such buildings or structures shall not be located closer to any residential district boundary line than a distance equal to

the sum of the required rear yard specified plus twice the height of the building above two stories measured from the ground level.

Tract 2: PD-/O-2 (Office-2)

This tract shall be developed under the regulations of the Office-2 District (O-2) as outlined in Subsection 2.04.02 of the Zoning Ordinance No. 11-04-09 as it is or may be amended.

Changes to Exhibit D:

Changes to the zoning exhibit may be approved by the Director of Development Services in conjunction with a Preliminary Site Plan or Site Plan approved by the Planning & Zoning Commission and in compliance with the requirements set forth in the Planned Development Standards and the Zoning Ordinance as it exists or may be amended.

	Current Planned Development-166-R/O-2 Standards	Applicant Proposed	Action with Explanation
Uses	Retail Uses - All uses permitted in the R District in the area designated for Retail uses on Exhibit D and….	Request to change 48 acres to have a base zoning of Retail. North of Newton to allow O-2 uses. Applicant does not want to include property to the north (owned by Texas Health Resources) in this PD Amendment.	**Modify:** Staff requests Tract 1 be divided into 2 tracts (1A and 1B). Tract 1A will have a base zoning of R. Tract 2 will have a base zoning of O-2 and allow R uses. Staff recommends adding Texas Health Resources tract to this PD. Perry's property to be designated as Tract 1 A and Tract 1B and Texas Health Resource property to be designated as Tract 2.
	Office Uses (…and) all uses permitted in the O-2 District in the area designated for Office uses on Exhibit D as outlined in Article II, Section 3 of the Comprehensive Zoning Ordinance No. 00-11-01 as it exists or may be amended, and the following additional uses:	See above.	**Modify:** Staff supports modification. Remaining Tract (Tract 2 - Tx Health Resources) to have a base zoning of O-2.
	Car wash	Car wash with SUP	**Modify:** Staff supports permitting by SUP as shown on Exhibit D
	Funeral parlor or mortuary	Requests no change.	**No change**
	Hotel	Requests no change.	**Remove :** Allowed in O-2 Tract 1B
	Print Shop (Major)	Requests no change.	**Remove:** Print Shop, Minor is permitted in Retail
Pedestrian Access	Sidewalks with a minimum 6-ft shall be provided along at least one side of all proposed internal driveways.	Wants to Remove	**Remove:** Staff supports removing.
	Pedestrian crosswalks shall be clearly indicated with stampled or textured paving, or other pavement details as approved by the Director.	Wants to Remove	**Remove:** Staff supports removing.

	Sidewalks shall also be proivded to connect plazas, open space areas, walkways, and the adjacent Patio Home tract (Tract 5) to encourage pedestrian access and increase pedestrian connectivity.	Requests no change.	**Remove:** Comply with Zoning Ordinance for connectivity between residential and non-residential.
	Walkways adjance to buildings, as designated on Exhibit D, shall be paved with stamped or textured paving, or other pavement details as approved by the Director and shall include foundation tree plantings with tree grates every 30-ft on center	Proposes removing this standard for all buildings and falling back to ZO for building over 15,000 sq.ft. Would like to specifically add that walkways can be brushed concrete with enhanced paver strips.	**Remove:** Staff supports removing. Comply with Zoning Ordinance requirements.
	Breakes between the in-line Retail buildings shall be provided as shown on Exhibit D to provide pedestrian access to the adjacent residential tracts (Tracts 2 and 5)	Requests no change.	**Remove:** Comply with Zoning Ordinance for connectivity between residential and non-residential.
Off-street Parking	Outdoor Eating Areas: The first seven hundred fifty square feet (750 s.f.) of outdoor eating areas shall not be included in the calculation of required off-street parking for restaurants.	Requests no change.	**Remove:** Comply with Zoning Ordinance which reduces square footage to 500 square feet.
	Landscape Strips: All continuous landscape strips provided between banks of parking, as shown on Exhibit "D", shall have a minimum width of twelve feet (12'), measured back of curb to back of curb.	Wants to Remove	**Remove:** Staff supports removing and comply with Zoning Ordinance for landscaping.
	Landscape Islands: All landscape islands within parking areas shall have a minimum area of three-hundred square feet (300 s.f.),	Wants to Remove	**Remove:** Staff supports removing and comply with Zoning Ordinance for landscaping.

Building Materials	A consistent architectural theme shall be used to unify all buildings within the development. This theme shall include the use of common building materials for all buildings.	Requests no change.	No Change
	Primary materials used for facades shall consist of brick or stone and shall comprise a minimum of sixty percent (60%) of each building facade, excluding windows.	Proposed to add tile to primary material and decrease material to 50%.	**Modify:** Allow brick or stone or a combination of both to comprise of the 60% requirement.
	Brick, stone, stucco, EIFS, tile, or any combination thereof, may be used for the remaining forty percent (40%) of each building facade.	Requests no change.	**Modify:** Remove EIFS
	The use of reflective glass shall be prohibited.	Requests no change.	No change
Building Height	The maximum retail building height shall not exceed four (4) stories, except that building height shall not exceed two (2) stories (or forty feet (40`)) on any portion of a site within two hundred feet (200') of property zoned Single-Family or Two-Family. Office uses may be any legal height	Allow a max height of six (6) stories for hotel use	**Modify:** Staff supports a max height of six (6) stories with appropriate setbacks from residential uses in accordance with the Zoning Ordinance Subsection 2.04.02 C,3,c.
Lighting Standards	The developer of the property shall submit details of the proposed lighting for the site with the preliminary site plan. Light standards for pedestrian areas and for parking areas shall match, but shall be of different scale. Light standards shall be reviewed and approved by the Director of Planning.	Requests no change.	**Remove:** to comply with Zoning Ordinance.

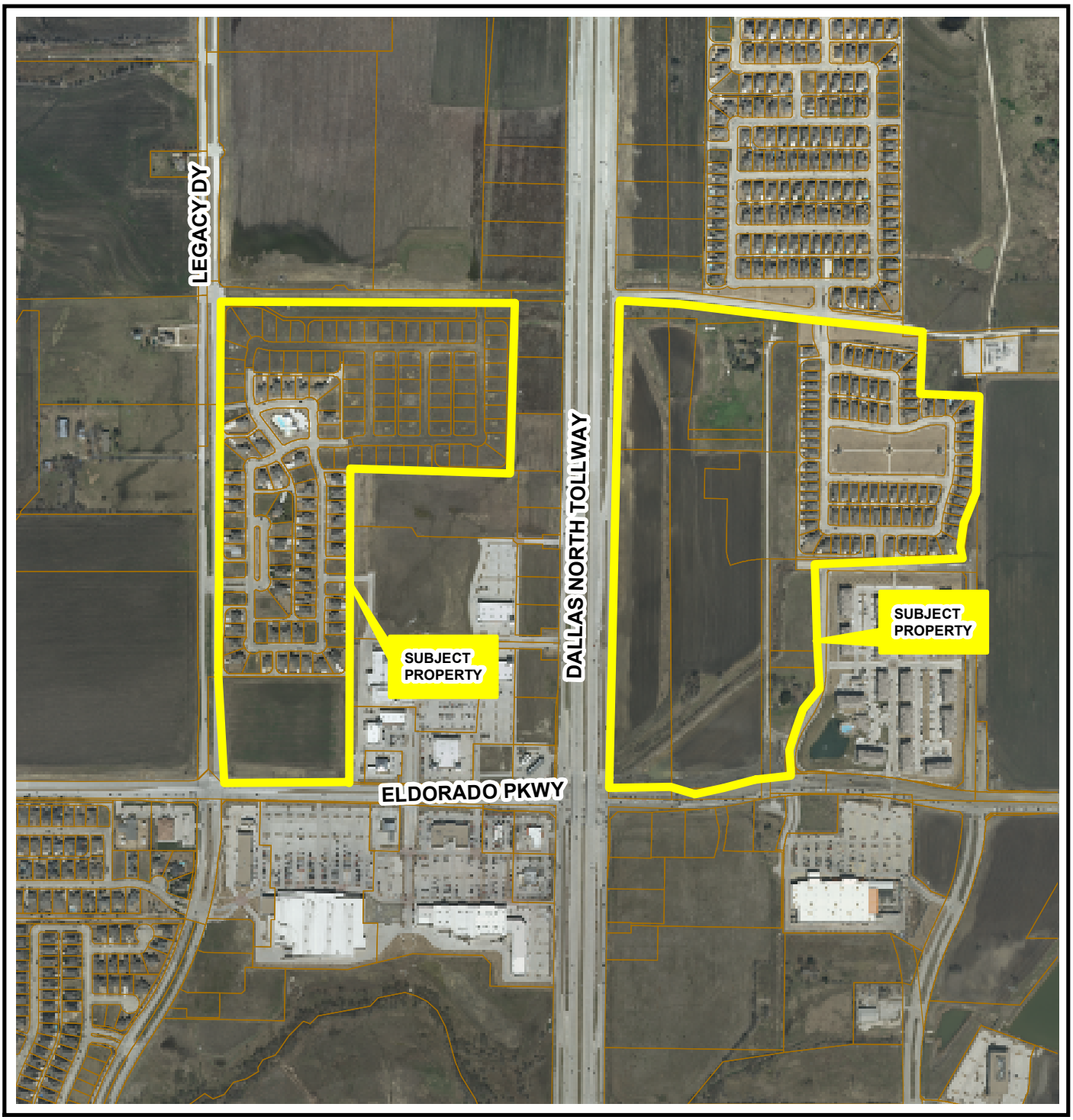
Setbacks and Landscape Buffers	A minimum thirty-foot (30') front yard and landscape buffer shall be provided adjacent to the Dallas North Tollway.	Requests no change.	**Remove:** Remove front yard buffer and setback. Same as Zoning Ordinance requirements.
	A minimum twenty-five foot (25') front yard and landscape buffer shall be provided adjacent to Eldorado Parkway.	Requests no change.	**Remove:** Comply with Zoning Ordinance.
	Buildings located along the DNT as shown on Exhibit D shall be located such that no less than 70% of the building façade is at the building line. Drive aisles and parking shall not be located between these buildings and the Tollway ROW	Proposing to remove	**Remove:** Staff supports removing.
	Buildings, driveways, and parking are prohibited in the required front yard. Where buildings are constructed immediately adjacent to the landscape buffer, the portion of the landscape buffer between the building and front property line may be improved with patterned concrete, pavers, or other decorative materials, as well as, tables, benches, canopies, and lights. Within the improved areas, required trees shall be provided in tree wells or tree grates.	Requests no change.	**Remove:** Comply with Zoning Ordinance.
	A ten-foot (10') landscape buffer (minimum 30' when adjacent to residential) shall be provided along the length of all side and rear property lines. Should a fire lane or access easement be constructed on a property line, this requirement is waived.	Proposes no change	**Modify:** remove 10-foot landscape buffer between rear and side lot lines. Leave that a 30-foot landscape buffer is required in the rear setback adjancent to the residential zoning district.

Landscaping	All continuous landscape strips provided between banks of parking shall contain one (1) large tree and four (4) five-gallon evergreen shrubs per thirty-five linear feet (351.f.) of planting strip.	Requests no change.	**Remove:** Comply with Zoning Ordinance.
	Fifty percent (50%) of all landscape islands shall contain two (2) large trees; the remaining fifty- percent (50%) shall contain four (4) ornamental trees.	Requests no change.	**Remove:** Comply with Zoning Ordinance.
Public Art	The property owner agrees that public are displays may be located on the property at locations mutually agreed upon by the City and property owner. Maintenance of these public art displays will be the responsibility of the City, unless otherwise provided subject to a mutual agreement betwee the City and the property owner	Requests no change.	**Remove:** This location is not in the City's Arts Master Plan.
Tract 2: PD-MF-19 (Multifamily-19)		Requests no change.	**Remove:** Staff requests removing this tract from the PD and apply straight MF-19 zoning.
Tract 3: SF-8.5 (Single Family-8.5)		Requests no change.	**Remove:** Staff requests removing this tract from the PD and apply straight SF-8.5 zoning.
Tract 4: SF-10 (Single Family-10)		Requests no change.	**Remove:** Staff requests removing this tract from the PD and apply straight SF-10 zoning.
Tract 5: PH (Patio Home)		Requests no change.	**Remove:** Staff requests removing this tract from the PD and apply straight PH zoning.

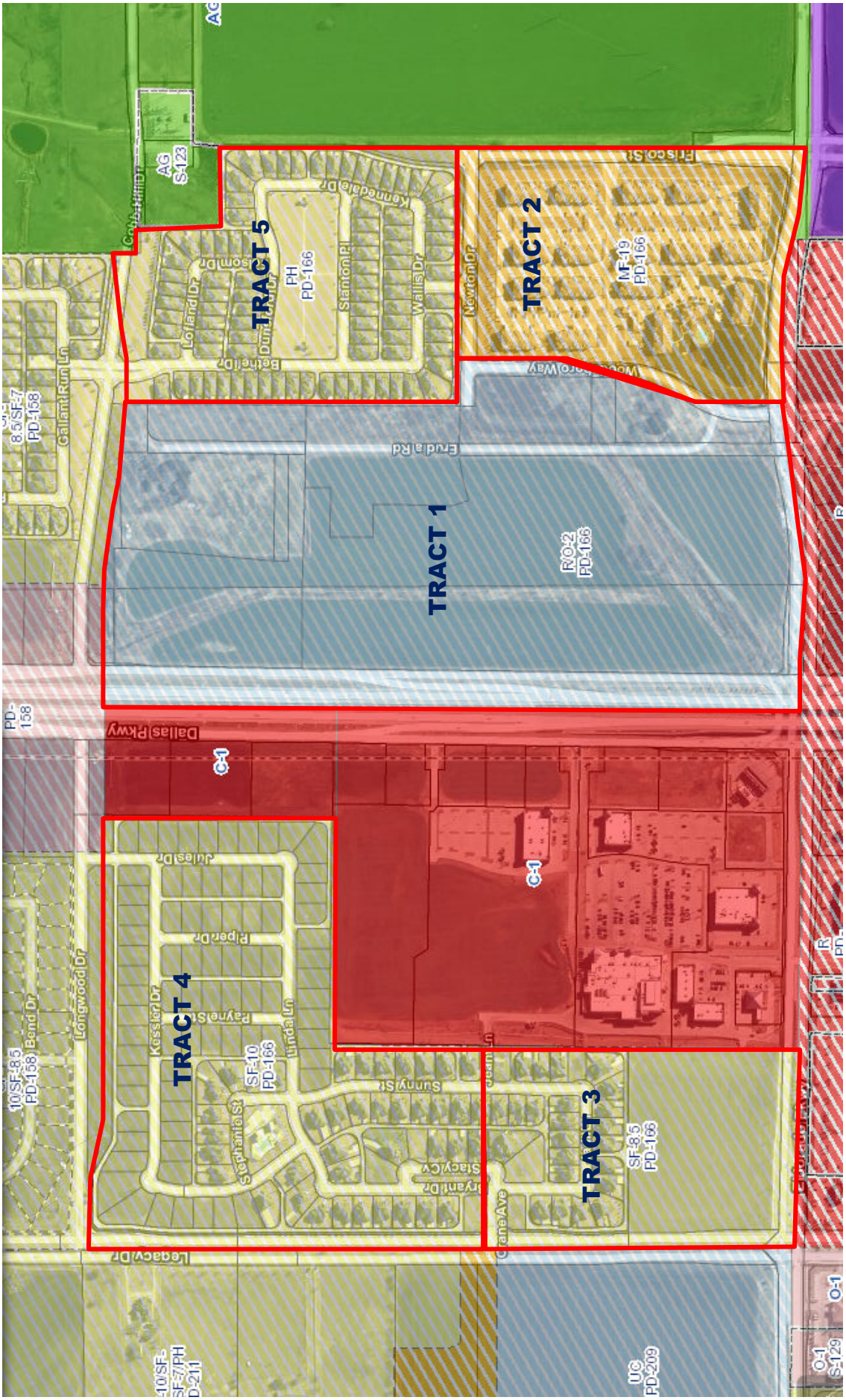
AGENDA ITEM #30.

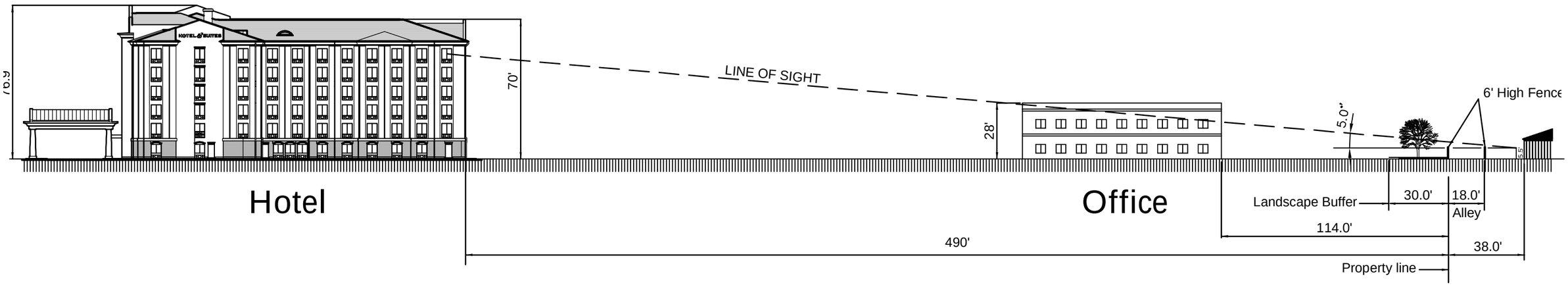
New Standards			
Detention Pond: standards for the detention ponds shown on Exhibit D. Shall be subject to standards in subsection 4.13.03 (C) for detention ponds. Will count towards open space for lots north of pad sites along Eldorado and south of Newton Road.	Applicant is agreeable to this requirement.		**Add**
Street trees planted 30-feet on center shall be required on Newton Road	Applicant requests that street tree plantings begin 250-feet from the intersection of Newton Road and Dallas Parkway	Staff will require street trees along the entire lenghth of Newton to create a pedestrian friendly sidewalk since we are removing sidewalks from the interior of the development	**Add**
Changes: Allow Exhibit D to be modified by the Director of Development Services in conjunction with a Preliminary Site Plan or site plan approved by the Planning & Zoning Commission.	N/A		**Add**

Z11-0018
Eldorado Village



Current PD-166 - Tracts





SITE CROSS SECTION AT 6 STORY HOTEL and OFFICE BUILDING

(FOR ILLUSTRATIVE PURPOSES ONLY)

ARCHITECT
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PHONE: (214)236-9289

OWNER
ELDORADO COMMONS, LP
2220 MARSH LANE, SUITE 109
CARROLLTON, TX 75006
PHONE: (972) 416-9900
FAX:
CONTACT: PERRY MOLUBHOY

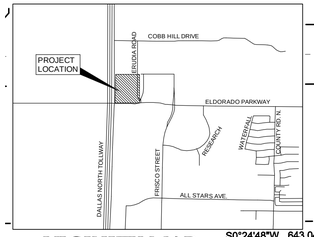
0 25' 50' 100'
GRAPHIC SCALE

ELDORADO VILLAGE
CITY OF FRISCO
COLLIN COUNTY, TEXAS

DATE	2/9/2012
SCALE	1" = 50'
DESIGNED BY:	RK
DRAWN BY:	RK

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MATCHLINE
SEE SHEET 2 FOR CONTINUATION



VICINITY MAP
(NOT TO SCALE)

S0°24'48"W 643.04'

BLOCK B
VILLAGE AT COBB HILL
CABINET Q, PAGE 435
M.R.C.C.T.

EX. WOODSBORO WAY
(80' R.O.W.)
CAB. Q, PG. 435, M.R.C.C.T.
S0°50'28"W 589.21'

60.0' R-O-W

EX. NEWTON DRIVE
(80' R.O.W.)
CAB. Q, PG. 435, M.R.C.C.T.

S89°10'08"E 123.07'
S0°18'03"W 60.01'
S89°09'57"E 80.03'

Δ=30°41'50"
R=370.00'
L=198.23'
CB=N16°11'21"E
C=195.87'

S0°50'26"W 589.21'

EX. WOODSBORO WAY
(80' R.O.W.)
CAB. Q, PG. 435, M.R.C.C.T.
S31°32'16"W 111.89'

ALTA FRISCO, BLOCK A, LOT 1
CABINET 2010, PAGE 30
M.R.C.C.T.
EXISTING MULTIFAMILY

GRAPHIC SCALE IN FEET
0 30 60 120

N E S W

Δ=36°17'57"
R=430.00'
L=272.42'
CB=S13°23'17"W
C=267.89'

S39°46'37"W 14.32'
S4°45'41"E 30.74'

Δ=7°16'53"
R=2060.00'
L=261.79'
CB=S80°33'36"W
C=261.62'

FRISCO TRAILS, BLOCK A, LOT 6
CABINET 2011, PAGE 64
M.R.C.C.T.

FRISCO TRAILS, BLOCK A, LOT 5
CABINET 2011, PAGE 64
M.R.C.C.T.

RETAIL
ANCHOR
102,896 SF

RETAIL
JR. ANCHOR
30,000 SF

RETAIL
7,000 SF

CARWASH 4,540 SF

RESTAURANT
2,800 SF

ELDORADO PARKWAY
(FUTURE) (VARIABLE WIDTH R.O.W.)
CC NO. 99-0002744, CABINET 2007, PAGE 29,
CC NO. 99-0002744, CABINET 2007, PAGE 84,
PAGE 152 AND CABINET 2010, PAGE 29

Δ=12°07'05"
R=1440.00'
L=304.56'
CB=N62°58'41"
C=303.99'

2-STORY MEDICAL OFFICE
21,500 SF / FLOOR

PARKING

Δ=2°17'18"
R=2030.00'
L=81.08'
CB=S89°41'24"W
C=81.07'

60' R-O-W

N89°10'10"W 1052.64'

TRACT 1B

Δ=38°00'10"
R=630.00'
L=417.86'
CB=S69°32'40"W
C=410.24'

NEWTON DRIVE
(FUTURE)
(80' R.O.W.)
CAB. Q, PG. 435, M.R.C.C.T.

PORTION OF A CALLED 5.8827 ACRES
ELDORADO COMMONS, LP
INST. NO. 20100180051349
O.P.R.C.C.T.

PORTION OF A CALLED 8.8827 ACRES
ELDORADO COMMONS, LP
INST. NO. 20100180051349
O.P.R.C.C.T.

6-STORY HOTEL
87,000 SF

6-STORY HOTEL
80,850 SF

PARKING

Δ=40°17'08"
R=570.00'
L=400.78'
CB=N70°41'09"E
C=392.57'

BASES ZONING RETAIL
(O-2 USES ALLOWED NORTH OF
NEWTON DRIVE)

TRACT 1A

FUTURE DETENTION
POND
(BY OTHERS)
1.18 ACRES

RESTAURANT
3,630 SF

N84°32'45"W
248.73'

RETAIL
6,800 SF

RESTAURANT
5,400 SF

REST.
5,200 SF

REST.
5,200 SF

S89°10'17"E 120.01'

REST.
4,750 SF

REST.
3,400 SF

RESTAURANT
5,300 SF

CONVENIENCE
STORE
5,720 SF

FUTURE
DETENTION POND
(BY OTHERS)
0.24 ACRES

N88°51'54"W 178.00'

ELDORADO PARKWAY
(VARIABLE WIDTH R.O.W.)
CC NO. 99-0002744, CABINET 2007, PAGE 84, CABINET 2007,
PAGE 152 AND CABINET 2010, PAGE 29

N44°16'32"W
35.42'

N0°49'25"E 1895.67'

N44°04'10"W
31.12'

DALLAS PARKWAY
(FRONTAGE ROAD)

RETAIL USE
SITE DATA SUMMARY TABLE

GROSS ACRES:	24.99 AC.
NET ACRES:	23.30 AC.
BUILDING HEIGHT:	2 STORY MAX
RETAIL SQUARE FOOTAGE:	149,736 SF.
NET FLOOR AREA RATIO:	0.16:1
NET LOT COVERAGE:	15.9%
PARKING REQUIRED (1/250)	599
PARKING PROVIDED	708

RESTAURANT USE
SITE DATA SUMMARY TABLE

GROSS ACRES:	10.19 AC.
NET ACRES:	10.18 AC.
BUILDING HEIGHT:	1 STORY
RETAIL SQUARE FOOTAGE:	39,300 SF.
NET FLOOR AREA RATIO:	0.09:1
NET LOT COVERAGE:	8.9%
PARKING REQUIRED (1/100)	393
PARKING PROVIDED	393

HOTEL USE
SITE DATA SUMMARY TABLE

GROSS ACRES:	8.26 AC.
NET ACRES:	8.26 AC.
BUILDING HEIGHT:	6 STORIES
RETAIL SQUARE FOOTAGE:	167,850 SF.
NET FLOOR AREA RATIO:	0.47:1
NET LOT COVERAGE:	46.7%
PARKING REQUIRED (330 ROOMS @ 1 / ROOM) (12,000 SF. COMM. @ 1 / 200 SF.)	390 (330) (60)
PARKING PROVIDED	414

MEDICAL OFFICE USE
SITE DATA SUMMARY TABLE

GROSS ACRES:	4.80 AC.
NET ACRES:	4.80 AC.
BUILDING HEIGHT:	2 STORIES
RETAIL SQUARE FOOTAGE:	43,000 SF.
NET FLOOR AREA RATIO:	0.21:1
NET LOT COVERAGE:	20.8%
PARKING REQUIRED (1/200)	215
PARKING PROVIDED	235

SITE DATA

TOTAL GROSS ACREAGE:	48.24 AC.
TOTAL NET ACREAGE:	46.54 AC.

EXHIBIT "D" CONCEPTUAL PLAN

APPLICANT / ENGINEER / SURVEYOR
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FAX: (972) 335-3779
CONTACT: FRANK ABBOTT, P.E.

OWNER
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CONTACT: PERRY MOLUBHOY

ARCHITECT
RICHARD KING, AIA
5206 WOODMEADOW DR.
GARLAND, TX 75043
PHONE: (214)236-9289

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.
5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
PHONE: 972-335-3580 FAX: 972-335-3779
WWW.KIMLEY-HORN.COM
FIRM NO. F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn and Associates, Inc.
Engineer: FRANK ABBOTT Date: 01/30/2012
P.E. No. 72868

PROJ:	69304901
DATE:	01/30/12
SCALE:	AS SHOWN
DESIGNED:	TBB
DRAWN:	GSC
CHECKED:	FGA

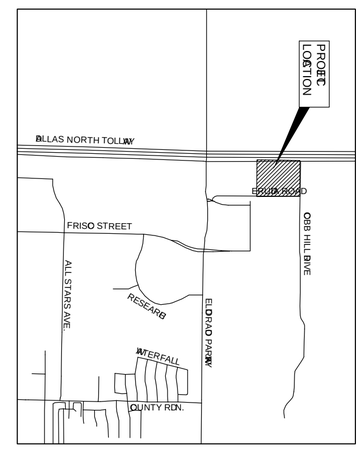
EXHIBIT "D" TRACT 1 VILLAGE AT COBB HILL
Packet Page -480-
CONCEPTUAL PLAN

COLLIN COUNTY, TEXAS

SHEET NUMBER
1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and ad

VICINITY MAP
(NOT TO SCALE)



ZONED: O-2
USE: AGRICULTURE

A CALLED 2.400 ACRES
TUNDRA REALTY, INC.
INST. NO. 20091106001360290
O.P.R.C.C.T.

GALLANT RUN DRIVE
(50' R.O.W.)

BLOCK F
ESTATES AT COBB HILL, PHASE 1
CABINET Q, PAGE 517
M.R.C.C.T.

ZONED: (SF-8.5/SF-7) PD-158
USE: RESIDENTIAL

COBB HILL DRIVE
(60' R.O.W.)
CAB. Q, PG. 435, M.R.C.C.T.

S89°46'11"E 262.59'
S82°36'15"E 708.05'
N45°3'150"E 35.54'
N0°49'50"E 125.00'
Δ=7°09'56"
R=370.00'
L=46.27'
CB=S86°11'13"E
C=46.24'
N6°34'11"E 100.00'

100' BRAZOS ELECTRIC POWER COOP. EASEMENT
VOL. 960, PG. 703 & VOL. 1184, PG. 168

DALLAS PARKWAY
(FRONTAGE ROAD)
N0°49'50"E 608.90'

A CALLED 20.00 ACRES
TEXAS HEALTH RESOURCES
INST. NO. 20070410000483140
O.P.R.C.C.T.

OFFICE-2

BLOCK B
VILLAGE AT COBB HILL
CABINET Q, PAGE 435
M.R.C.C.T.

S0°25'40"W 778.07'

N89°10'10"W 1052.64'

MATCHLINE
SEE SHEET 1 FOR CONTINUATION

SITE DATA

TOTAL GROSS ABEAGE:	48.24 AC
TOTAL NET ABEAGE:	46.54 AC

EXHIBIT D"CONCEPTUAL PAN

APPLICANT / ENGINEER / SURVEYOR
KIMLEY-HORN AND ASSOCIATES, INC.
5750 GENESIS OURT SUITE 200
FRISO,TX75034
PHONE:(972) 3353580
FAX (972) 3358779
ONTAC:FRANABBOTT,P.E.

OWNER
ELDORADO COMMONS, LP
2220 MRSH LANE,SUITE 109
RROLLTON,TX75006
PHONE:(972) 4169900
ONTAC:PERRY LUBHOY

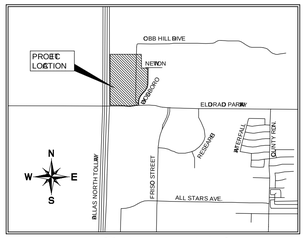
ARCHITECT
RICHARD KING, AIA
5206 WOODMEADOW DR.
GARLANDTX75043
PHONE:(214)2369289

GRAPHIC SCALE IN FEET
0 30 60 120

N W E S

SHEET NUMBER	2
EXHIBIT D" TRACT 2 CONCEPTUAL PLAN	
ELDORADO VIL CITY OF FRISC COLLIN COUNTY, TEXAS	
DESIGNED: TBB DRAWN: GSC CHECKED: FGA	
Engineer FRANK ABBOTT, P.E. P.E. No. 72881 Date 01/30/2012	
Kimley-Horn and Associates, Inc. 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034 PHONE: 972-335-3580 FAX: 972-335-3779 WWW.KIMLEY-HORN.COM FIRM NO. F-928	

No.	REVISIONS	DATE	BY



VICINITY MAP
(NOT TO SCALE)

LEGEND
IRF: IRON ROD FOUND
IRFC: IRON ROD WITH CAP FOUND
IRSC: IRON ROD WITH CAP SET
W: WATER EASEMENT
D: DRAINAGE EASEMENT
SSE: SANITARY SEWER EASEMENT
UE: UTILITY EASEMENT
SW: SIDEWALK EASEMENT
R.O.W.: RIGHT OF WAY
COSERV: DENTON COUNTY ELECTRIC COOPERATIVE

A 6.0 ACRE TRACT
TEXAS HEALTH RESOURCES
INST. NO. 20070410000483140
O.P.R.C.T.

ZONED: (PD-RO-2) PD 156
USE: AGRICULTURE

S 89°10'33"E 1202.47'

12"IRF

LOT 16
LOT 15 BLOCK B
LOT 14
18' ALLEY
LOT 13
LOT 12
LOT 11 BLOCK B
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 1
LOT 21
LOT 26, BLOCK B (OPEN SPACE)

LOT 1, BLOCK B VILLAGE AT OBB HILL CABINET G, PAGE 435 M.R.C.T.

ZONED: (PH) PD 156
USE: RESIDENTIAL

STANTON PLACE (50' R.O.W.)
BETHEL DRIVE (50' R.O.W.)
WALLIS DRIVE (50' R.O.W.)
NEWTON DRIVE (60' R.O.W.)

S 00°24'48"W 643.04'

ENTERLINE
BEGLINE

TRACT 1B

6 ACRES
ELDORADO OWNS, LP
INST. NO. 20110518000513490
O.P.R.C.T.

6 ACRES
ELDORADO OWNS, LP
INST. NO. 20070410000483090
O.P.R.C.T.

S 89°10'08"E 152.73'

30' X 60' DRAINAGE & UTILITY EASEMENT
VOL. 5675, PG. 4427
L.R.C.T.

FUTURE 20' X 20' CORNER CLIP

FUTURE 25' X 25' CORNER CLIP

NEWTON DRIVE
(FUTURE 60' R.O.W.)

NORTH DALLAS TOLLWAY
(VARIABLE WIDTH R.O.W.)
TEXAS DEPARTMENT OF TRANSPORTATION
INST. NO. 9800160231, R.P.R.C.T.

DALLAS PARKWAY
(FRONTAGE ROAD)

N 00°49'43"E 1996.59'

150.0'

57.664 GROSS ACRES (2511826 SQ.FT.)
52.23 NET ACRES (2101132 SQ.FT.)

FUTURE RIGHT OF WAY DEDICATION FOR DECELERATION LANE

6 ACRES
ELDORADO OWNS, LP
INST. NO. 20070410000483090
O.P.R.C.T.

EXISTING ZONING: (RO2) PD 156
PROPOSED ZONING: PD FOR RO2 USES
EXISTING USE: AGRICULTURE

THOMAS GOSSADY SURVEY, ABSTRACT NO. 1101
WILLIAM ROGERS SURVEY, ABSTRACT NO. 780

ZONED: C
USE: RETAIL

TRACT 1A

Δ=30°41'50"
R=400.00'
L=214.31'
CB=S16°11'21"W
C=211.75'

WOODSBORO WAY (60' R.O.W.)

ZONED: (MF-19) PD 156
USE: MULTIFAMILY

S 31°32'16"W 111.89'

Δ=36°17'57"
R=400.00'
L=253.42'
CB=S13°23'17"W
C=249.20'

ALTA FRISO, BLOCK B, LOT 1
CABINET 2010, PAGE 30
M.R.C.T.

ALTA FRISO
INST. NO. 20070802000370190
O.P.R.C.T.

S 04°45'41"E 100.61'

Δ=88°23'51"
R=2000.00'
L=293.13'
CB=S81°07'05"W
C=92.87'

Δ=14°11'28"
R=1500.00'
L=371.52'
CB=S84°00'53"W
C=370.58'

WATER EASEMENT
VOL. 6032, PG. 4786
L.R.C.T.

DRAINAGE EASEMENT
VOL. 5690, PG. 4900
L.R.C.T.

WATER EASEMENT
INST. NO. 20070321000381900
O.P.R.C.T.

DRAINAGE EASEMENT
INST. NO. 20090601000663830
O.P.R.C.T.

TEMPORARY DRAINAGE EASEMENT
INST. NO. 20090601000663810
O.P.R.C.T.

TEMPORARY CONSTRUCTION EASEMENT
INST. NO. 20090601000663820
O.P.R.C.T.

SIDEWALK EASEMENT
INST. NO. 20090601000663850
O.P.R.C.T.

SAN. SEWER & WATER EASEMENT
VOL. 5690, PG. 4895
L.R.C.T.

WATER EASEMENT
VOL. 5675, PG. 4432
L.R.C.T.

WATER EASEMENT
VOL. 5841, PG. 3445
L.R.C.T.

25' WATER EASEMENT
VOL. 4619, PG. 0952
L.R.C.T.

POINT OF BEG.

N 88°53'23"W 545.50'

THOMAS GOSSADY SURVEY, ABSTRACT NO. 1101
WILLIAM ROGERS SURVEY, ABSTRACT NO. 780
COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 152

ENTERLINE

ELDORADO PARKWAY
(VARIABLE WIDTH R.O.W.)

TO ELDORADO INVESTORS LP
INST. NO. 20100721000749040

FRISO TRAILS, BLOCK B, LOTS 1, 2
CABINET 2011, PAGE 146
M.R.C.T.

SEE ELDORADO GOLLIAW, LTD

FRISO TRAILS, BLOCK B, LOT 3
CABINET 2011, PAGE 64
M.R.C.T.

FRISO TRAILS, BLOCK B, LOT 4
CABINET 2011, PAGE 64
M.R.C.T.

FRISO TRAILS, BLOCK B, LOT 5
CABINET 2011, PAGE 64
M.R.C.T.

OSTO WOLESALE ORP
INST. NO. 20140808000369180
O.P.R.C.T.

FRISO TRAILS, BLOCK B, LOT 6
CABINET 2011, PAGE 64
M.R.C.T.

SEE ELDORADO GOLLIAW, LTD
INST. NO. 20060613000804750
O.P.R.C.T.

ZONED: (R) PD 156

N
W E
S

0 0 0
GRAPHIC SCALE 0

XREF: Current
BRX, MICHAEL
N:\ALL SURVEYS\ELDORADO COMPLOD ZONING\ELDORADO ZONING EXHIBIT.DWG
PLOTTED BY
PLOTTED ON
LAST SAVED
PAGES

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EXHIBIT A: FOR ZC10018

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Gossaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being a portion of a called 48.3908 acre tract of land, conveyed to Eldorado Owns, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, all of a called 5.8627 acre tract of land, conveyed to Eldorado Owns, LP, as evidenced in a Special Warranty Deed recorded in County Clerk's Instrument No. 20110518000513480, both of the Official Public Records of Collin County, Texas (O.P.R.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Newton Drive (a 60' wide right of way), the easterly half of Woodsboro Way (a 60' wide right of way) and the northerly half of Eldorado Parkway (a variable width right of way), all of which abut the Eldorado Owns, LP tracts, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of Eldorado Parkway (a variable width right of way) with the centerline of North Dallas Tollway (a 300' wide right of way);

THENCE North 00°49'43"East, along the centerline of said North Dallas Tollway, a distance of 1996.59 feet to a corner at the intersection of the centerline of said North Dallas Tollway with the westerly extension of the north line of said 48.3908 acre tract;

THENCE South 89°10'33"East, departing the centerline of said North Dallas Tollway, along the extension of the north line of said 48.3908 acre tract, passing at a distance of 150.00 feet, a 1/2-inch "CITYWORKS" capped iron rod found for the northeast corner of said 48.3908 acre tract, continuing along the north line of said 48.3908 acre tract and along the north line of aforesaid 5.8627 acre tract, a total distance of 1202.47 feet to a 1/2-inch iron rod found for the most northerly, northeast corner of said 5.8627 acre tract, same being on the west line of an 18' wide Alley as created in the Final Plat of the Village at Obb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet G, Page 435 of the Map Records of Collin County, Texas (M.R.C.T.);

THENCE South 00°24'48"West, along the east line of said 5.8627 acre tract, the east line of said 48.3908 acre tract and the west line of said 18' wide alley, passing a 1/2-inch iron rod found for the northeast corner of Newton Drive (a called 60' wide right of way), as created in said Village at Obb Hill, continuing along the west right of way line of said Newton Drive, continuing for a total distance of 643.04 feet to the intersection of said east line with the centerline of Newton Drive (a 60' wide right of way);

THENCE South 89°10'08"East, along the centerline of said Newton Drive, a distance of 152.73 feet to the intersection of the centerline of said Newton Drive with the centerline of Woodsboro Way (a called 60' wide right of way) as created in said Village at Obb Hill;

THENCE in a southerly direction, along the centerline of said Woodsboro Way, the following:

South 00°50'26"West, a distance of 619.21 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 30°41'50", having a radius of 400.00 feet, a chord bearing of South 16°11'21"West, a chord distance of 211.75 feet and an arc length of 214.31 feet to the point of tangency of said curve;

South 31°32'16"West, a distance of 111.89 feet to a 1/2-inch iron rod found for the point of curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 36°17'57", having a radius of 400.00 feet, a chord bearing of South 13°23'17"West, a chord distance of 249.20 and an arc length of 253.42 feet to the point of tangency of said curve;

South 04°45'41"East, a distance of 100.61 feet to the intersection of the centerline of said Woodsboro Way with the centerline of aforesaid Eldorado Parkway, said curve being a nontangent curve to the left;

South 39°46'37"West, a distance of 14.32 feet to an "X" cut for the most southerly, southeast corner of said 48.3908 acre tract, same being the intersection of the west right of way line of said Woodsboro Way with the curving north right of way line of aforesaid Eldorado Parkway, said curve being a nontangent curve to the left;

THENCE in a westerly direction, along the centerline of said Eldorado Parkway, the following:

Along the arc of said curve to the left, through a central angle of 08°23'51", having a radius of 2000.00 feet, a chord bearing of South 81°07'05"West, a chord distance of 292.87 feet and an arc length of 293.13 feet to the point of reverse curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 14°11'28", having a radius of 1500.00 feet, a chord bearing of South 84°00'53"West, a chord distance of 370.58 feet and an arc length of 371.52 feet to the point of tangency of said curve;

North 88°53'23"West, a distance of 545.50 feet to the POINT OF BEGINNING and containing 57.664 acres (2511826 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

NOTES:

1. The thoroughfare alignment shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined on final plat.
2. No floodplain exists on the property.

EXHIBIT A: FOR ZC10018
TRACT 1
ELDORADO VILLAGE
BEING 57.664 ACRES OUT OF
WILLIAM ROGERS SURVEY, ABSTRACT NO. 780 AND
THOMAS GOSSADY SURVEY, ABSTRACT NO. 1101
CITY OF FRISCO, COLLIN COUNTY, TEXAS

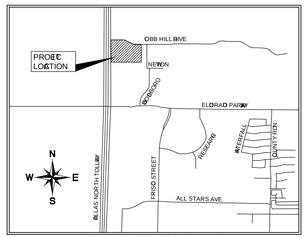
OWNER (TRACT 1):
ELDORADO OWNS, LP
2220 Marsh Lane, Suite 109
Carrollton, Texas 75006
Contact: Perry Muboy

OWNER (TRACT 2):
TEXAS HEALTH RESOURCES
612 E. Lamar Boulevard
Suite 1000
Arlington, Texas 76011

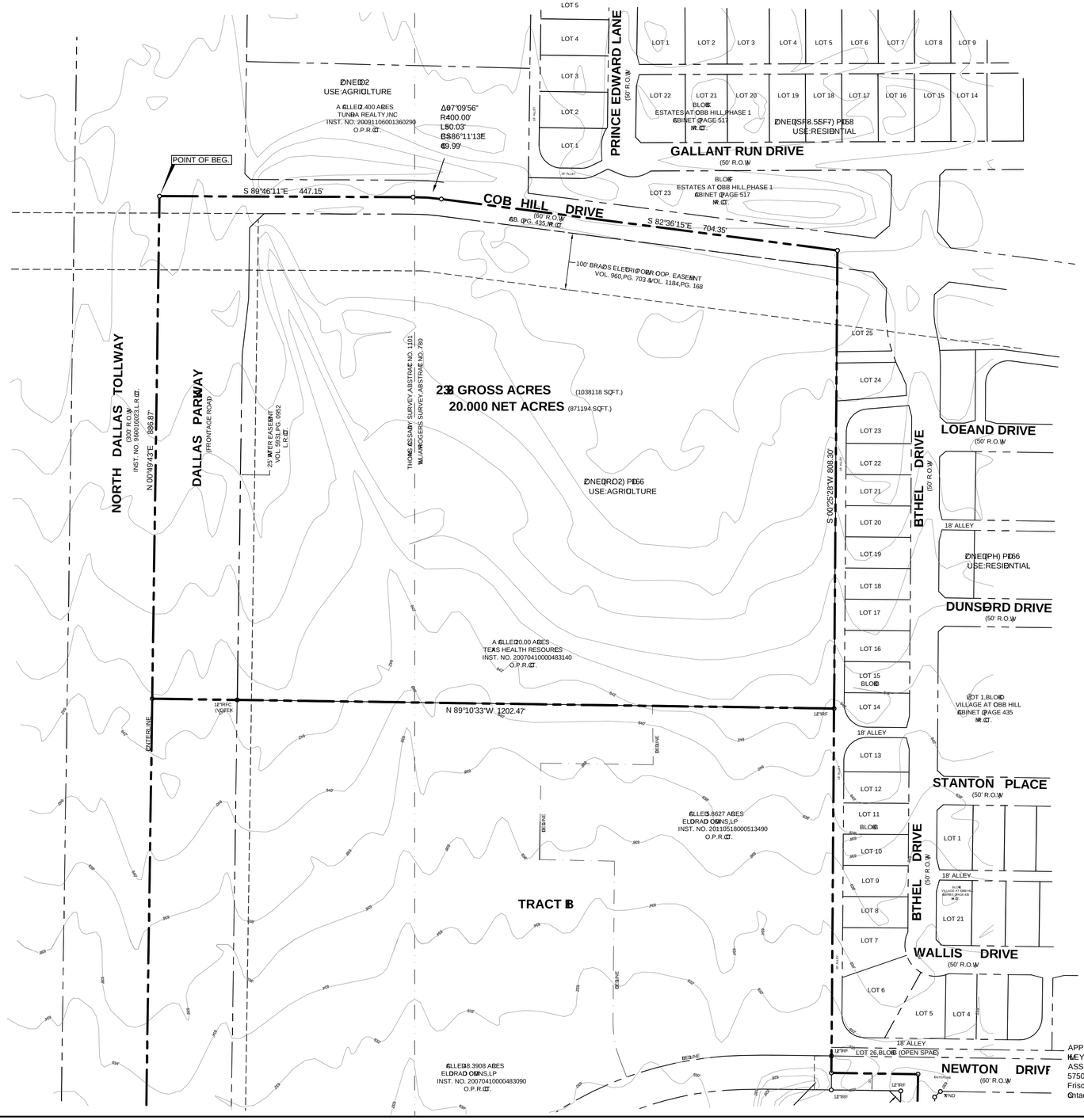
APPLICANT:
MEYHORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Contact: Frank Abbott, PE

Kimley-Horn and Associates, Inc.
2600 Central Drive, Suite 400
Dallas, Texas 75231
Tel. No. 972 770 1300
Fax No. 972 239 3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	BM	DAB	8/2/2021	069600801	1 OF 2



VICINITY MAP
(NOT TO SCALE)



LEGEND
IRF - IRON ROD FOUND
IRFC - IRON ROD WITH "CP" FOUND
IRSC - IRON ROD WITH "CP" SET
WE - WATER EASEMENT
DE - DRAINAGE EASEMENT
SSE - SANITARY SEWER EASEMENT
UE - UTILITY EASEMENT
SWSE - SIDEWALK EASEMENT
R.O.W. - RIGHT OF WAY
DCEC - DENTON COUNTY ELECTRIC COOPERATIVE

EXHIBIT A: DRAFT 2/10/2021

BEING a tract of land situated in the William Rogers Survey, Abstract No. 780 and the Thomas Assaday Survey, Abstract No. 1101, City of Frisco, Collin County, Texas, and being all of a called 20.00 acre tract of land, conveyed to Texas Health Resources, as evidenced in a Special Warranty Deed, recorded in County Clerk's Instrument No. 20070410000483140, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), the easterly half of the North Dallas Tollway (a 300' wide right of way), the southerly half of Cobb Hill Drive (a 60' wide right of way) as created in Cabinet G, Page 435 of the Map Records of Collin County, Texas, all of which and the Texas Health Resources tract, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the centerline of North Dallas Tollway (a 300' wide right of way) with the centerline of Cobb Hill Drive (a 60' wide right of way);

THENCE, in an easterly direction, along the centerline of said Cobb Hill Drive, the following:

South 89°46'11" East, a distance of 447.15 feet to the point of curvature of a curve to the right;

Along the arc of said curve to the right, through a central angle of 07°09'56", having a radius of 400.00 feet, a chord bearing of South 86°11'13" East, a chord distance of 49.99 feet and an arc length of 50.03 feet to the point of tangency of said curve;

South 82°36'15" East, a distance of 704.35 feet to the intersection of the centerline of said Cobb Hill Drive with the extension of the east line of aforesaid Texas Health Resources tract, same being the extension of the west line of the Final Plat of the Village at Cobb Hill, an Addition to the City of Frisco, Texas, according to the Plat thereof recorded in Cabinet J, Page 435, of the Map Records of Collin County, Texas;

THENCE, South 00°25'28" West, departing the centerline of said Cobb Hill Drive and along the common line of said Texas Health Resources tract and said Village at Cobb Hill, a distance of 808.30 feet to a 1/2 inch iron rod found for the southeast corner of said Texas Health Resources tract, same being the northeast corner of a called 5.8627 acre tract of land, conveyed to Eldorado Owns, LP, as evidenced in a Special Warranty Deed recorded in County Clerk's Instrument No. 20110518000513480, O.P.R.C.C.T.;

THENCE, North 89°10'33" West, along the south line of said Texas Health Resources tract, the north line of said 5.8627 acre tract and the north line of a called 48.3908 acre tract of land, conveyed to Eldorado Owns, LP, as evidenced in a Special Warranty Deed with Vendor's Lien, recorded in County Clerk's Instrument No. 20070410000483090, O.P.R.C.C.T., a distance of 1202.47 feet a corner in the centerline of aforesaid North Dallas Tollway;

THENCE, North 00°49'43" East, along the centerline of said North Dallas Tollway, a distance of 886.87 feet to the POINT OF BEGINNING and containing 23.832 acres (1038118 square feet) of land, more or less.

Bearing system based on the Texas State Plane Coordinate System established from the Frisco Monuments.

NOTES:

1. The thoroughfare alignment shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined on final plat.

2. No floodplain exists on the property.

EXHIBIT A: FOR REVIEW 210018
TRACT 2
ELDORADO VILLAGE
BEING 23.832 ACRES OUT OF
WILLIAM ROGERS SURVEY, ABSTRACT NO. 780 AND
THOMAS ASSADAY SURVEY, ABSTRACT NO. 1101
CITY OF FRISCO, COLLIN COUNTY, TEXAS

OWNER (TRACT 1):
ELDORADO OWNS, LP
2220 Marsh Lane, Suite 109
Carrollton, Texas 75006
Contact: Perry Murphy

OWNER (TRACT 2):
TEXAS HEALTH RESOURCES
612 E. Lamar Boulevard
Suite 1000
Arlington, Texas 76011

APPLICANT:
KIMLEY-HORN AND ASSOCIATES, INC.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Contact: Frank Abbott, PE

Kimley-Horn and Associates, Inc.
6160 Central Drive, Suite 600
Dallas, Texas 75206
Tel. No. 469 589 3030
Fax No. 469 589 3031

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SM	DAB	2/10/2021	069600018	SHEET 2 OF 2

N
W E
S
0 100 200
GRAPHIC SCALE 1" = 100'

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IMAGES
XREFS ATTACHED:
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DWG NAME
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DATE
PLOTTED BY
PLOT DATE
PLOT SCALE
PLOT STYLE TABLE
LAYOUT NAME
BASE_SURVEY_ELDORADO COMPILED_ELDORADO EXHIBIT.DWG

8 February 2012

Dear Commissioners,

Subj: Homeowner Concerns on Eldorado Village (Z11-0018) Project Rezoning of PD-166

I am writing to express my concerns over the proposed rezoning for PD -166. I am a homeowner in the Estates of Cobb Hill and member of the Architectural Control Committee for the Cobb Hill HOA. The chief area of concern is the number of homes in our community that back to, or are near the undeveloped land on the East side of the DNT (between El Dorado and Panther Creek), and there is currently no physical structure separating them.

As I understand the proposed changes would allow structures to be built further back from the DNT thus allowing for parking to be located in front of the building. This may locate structural development closer to these the numerous properties along the west side of the HOA and potentially eliminate rear parking (such as the structures along the east side of DNT next to Pizza Hut Park) which would serve as a visual and potentially audible butter between the development and the homes . Additionally the removal of a limit of 4 stories for any development may not only further detract from the view from those homes, but also disturb the privacy (enjoying your backyard pool while seeing a shaded by (or view hampered by) large structure, or possibly even being watched by guests in a hotel (or office).

When I purchased property there (and the same may be true for many other homeowners in the Cobb Hill Development) it was understood this would not be the case based on the zoning (lower level buildings).

I realize the current restrictions may impact the ability of developers to see their property, and am in favor of development but it should not be at the expense of current homeowners who are only asking that all participants honor the original agreements.

Thank you, in advance, for at least considering my point-of-view as you make what are clearly not easy decisions.

Very Respectfully,

Randall and Roxana Wroblewski
5979 Bloomsbury Pl, Frisco, TX

8 February 2012

Dear Commissioners,

Subj: Homeowner Concerns on Eldorado Village (Z11-0018) Project Rezoning of PD-166

I am writing to express my concerns over the proposed rezoning for PD -166. I am a homeowner in the Estates of Cobb Hill and member of the Architectural Control Committee for the Cobb Hill HOA. The chief area of concern is the number of homes in our community that back to, or are near the undeveloped land on the East side of the DNT (between El Dorado and Panther Creek), and there is currently no physical structure separating them.

As I understand the proposed changes would allow structures to be built further back from the DNT thus allowing for parking to be located in front of the building. This may locate structural development closer to these the numerous properties along the west side of the HOA and potentially eliminate rear parking (such as the structures along the east side of DNT next to Pizza Hut Park) which would serve as a visual and potentially audible butter between the development and the homes . Additionally the removal of a limit of 4 stories for any development may not only further detract from the view from those homes, but also disturb the privacy (enjoying your backyard pool while seeing a shaded by (or view hampered by) large structure, or possibly even being watched by guests in a hotel (or office).

When I purchased property there (and the same may be true for many other homeowners in the Cobb Hill Development) it was understood this would not be the case based on the zoning (lower level buildings).

I realize the current restrictions may impact the ability of developers to see their property, and am in favor of development but it should not be at the expense of current homeowners who are only asking that all participants honor the original agreements.

Thank you, in advance, for at least considering my point-of-view as you make what are clearly not easy decisions.

Very Respectfully,

Randall and Roxana Wroblewski
5979 Bloomsbury Pl, Frisco, TX

Good evening.

My name is Colin McDonald

I live at 5881 Wellington Lane, Frisco in Cobb Hill

I have been a resident of Cobb Hill since January 2005.

I object to the proposed amendments in that they are 180 degrees counter to the original "Statement of Intent and Purpose" for PD-166...which was to..and I quote..

"create a well designed, masterplanned retail, office and residential development"..and whereby "Major retail is proposed at the Tollway/Eldorado intersection to capitalize on the high degree of access which will be afforded this location. This retail will serve all the northwest quadrant of Frisco and areas beyond".....and ..."Utilizing careful building siting and sensitivity to adjacent proposed (and I would insert..now existing) residential neighbourhoods, the proposed tracts provide a generous amount of open space and visual amenity"

I am not seeing any of these visions in the current proposal, and am very fearful that the whole tone of the corridor eastern side of the Tollway north is now being significantly diminished and that we will face a "downward spiral" lowering standards as ad-hoc development moves north along the Tollway.

Moreover I am seeing very real planning concerns and issue.

Firstly ..not only is a gas station on the corner a very poor use of such an important hard corner in Frisco, there is no precedent to allow a third gas station and none should be allowed.

Secondly .. a carwash is by no means a compatible "retail" use, perhaps commercial but more seemingly is a "light industrial" belonging in the light industrial area between the Tollway and Frisco St, from Main to Eldorado, and not across the road from the Alta Apartment swimming pool and their amenity park.

Thirdly ..there is no rational, other than greed, that would require a Hotel in this area of Frisco to be higher than the Comfort Suites, particularly when the shadow of such a building would certainly be cast across the back yards of Cobb Hill residents and probably the Cobb Hill park.

Fourthly ... I would question whether the location should allow added drive through style fast food (and I cringe at the word "restaurants") and suggest planning seriously consider perhaps a moratorium on "drive thru" should be instigated until Wendy's, Whataburger and McDonald's show there is demand. Moreover, I suggest the traffic issues of multiple access points on both north and south side of Eldorado, all so close to the Tollway will cause significant issue if this style of operation is allowed or encouraged.

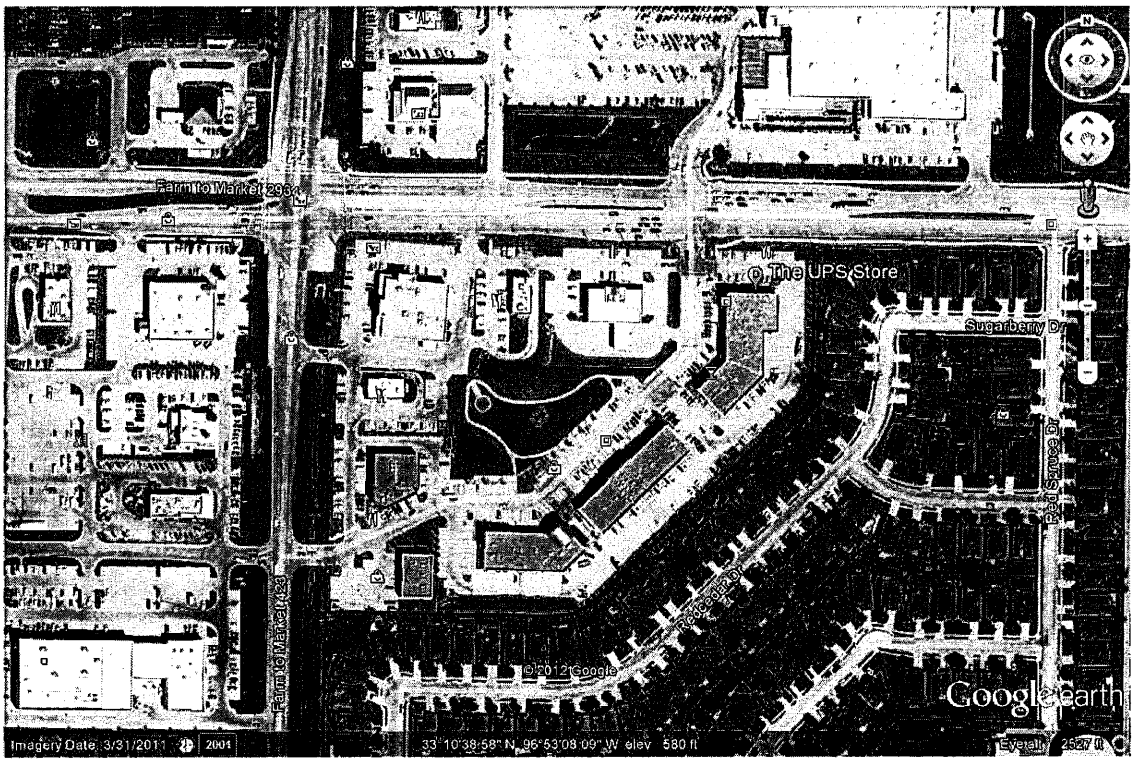
While I agree that Planning should bring current PD-166 to contemporary planning standards, with the proviso such changes are

for the better, however these Amendments fall well outside that parameter.

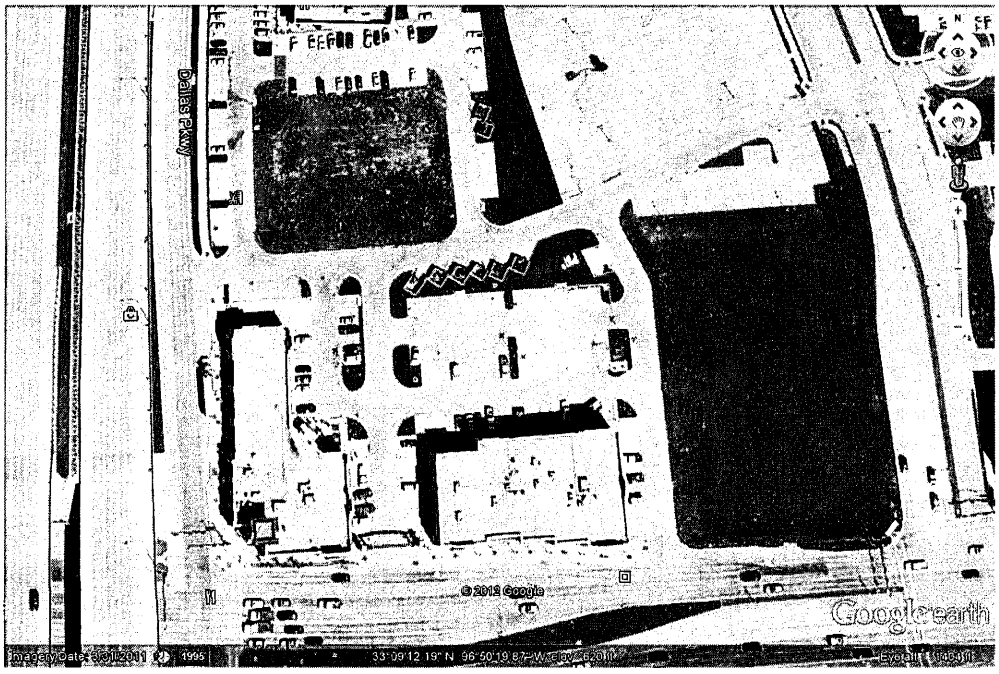
I also wonder aloud.. that the Amendment contemplates surface water run-off management will be "in the future" and "by others"…as you know there is a swale and some large storm drains on that corner, none of which can contain the typical Texas storm. As we saw a few weeks ago when the one lane of North Parkway at Eldorado was closed due to flooding….generally, in the future and by others means never or by the taxpayers …being me.

I would like to leave with some local images of what we should be imagining for the corner of Eldorado and North Dallas Parkway…as I am sure the original planners contemplated in their drafting of PD -166…

Hwy 423 and Eldorado…major corner anchor and interior axis with retail and several table service restaurants



Main St and North Dallas Parkway…hard corner concept, multi tenant anchor restaurant…



Preston and Gaylord…perhaps my favourite, multiple destination restaurants in a well landscaped and attractive environment.



Thank you and I submit the Planning Committee should reject the current proposal as drafted and request the developer look harder at his options than has been apparent to date.

Rezoning Application Review

Comments on current application

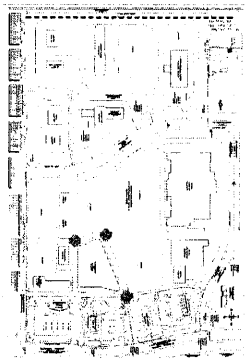
Comments

- As proposed, the development of this major intersection (one of the key intersections in north Frisco) is underutilizing the potential with poor conceptual planning and in response to a short term offers, not in the best interest of the neighbours and not in the best interest of the City
- Future development of the Dallas North corridor from Eldorado to Panther Creek will be jeopardized by setting this corner as an ad-hoc strip development rather than as part of a well conceived PUD.

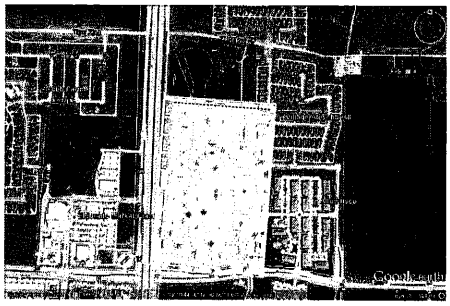
Comments

- Current plan has several design issues still to be reconciled, including traffic and surface water management
- The expectation that the immediate area can support additional fast food seems questionable
- The is no need of a third gas bar at the intersection
- The car wash is far too "industrial/commercial" use for adjacency to Alta Apartments and specifically the pool amenity area
- Future development of two (2) 6 story hotels will cast a long shadow over the only community amenity of Cobb Hill, our park.

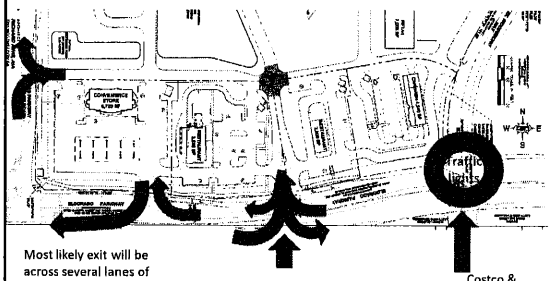
Current Plan



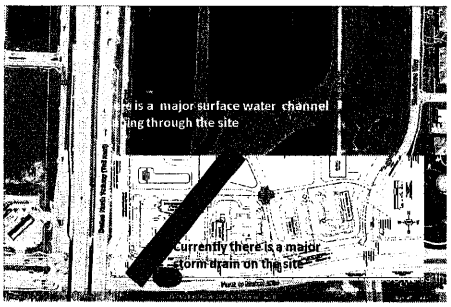
In context with the neighbourhood



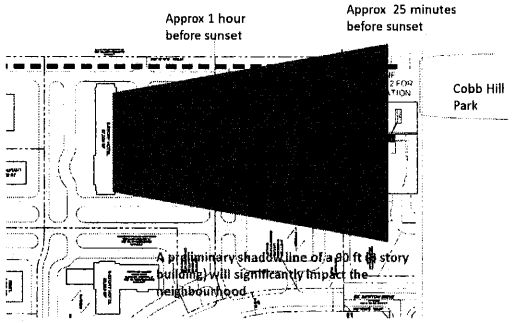
Closer perspective on the corner and traffic flow issues



Closer perspective of topography & surface water



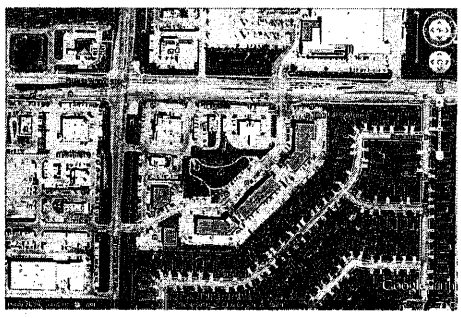
Future considerations of a 6 story structure



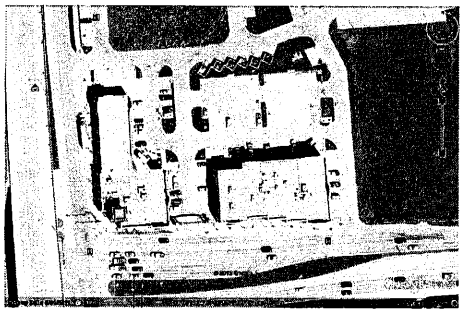
Further comments on six story building

- Variance to allow a 6 story hotel (or any structure) is out of character with the City.
- Currently the architecture is defined by City Hall and the new Hospital/medical center at 4 to 5 story, and with the curvature of the City Building the height is softened while the hospital has a strong central architecture
- 80,000 plus sf structure in 6 story is unnecessary in the market and as space is not a "premium "" (as say Manhattan) the need for additional height and density is egregious.

Better concept for strong corner – Hwy 423 & Eldorado, interior axis and retail with major anchor on the corner



Better concept for strong corner – Dallas Tollway & Main, with dominant architecture, including archway signage and multi tenant retail



Recommendations

- Do not allow for a third gas bar as it is unnecessary and diminishes the value of the intersection and future development in the area
- Do not allow for a cash-wash in this PUD
- Do not allow "drive-through" in any restaurant planned at the immediate intersection
- Do not allow for variance to 6 story maximum

Tsai

From: daniel tsai [hdtsai@hotmail.com]
Sent: Tuesday, February 14, 2012 3:30 PM
To: Judy Eguez
Subject: RE: Eldorado Village (Z11-0018)

Follow Up Flag: Follow up
Flag Status: Flagged

Judy:

My name is Daniel Tsai and I live in Cobb Hill Village. I am writing to you to express our concern with the proposed zoning change of the open lot next to our bachelorhood. We already have one zoning change that went against us when Alta Cobb Hills Apartment was build. There was an increase of home burglaries in our area since the apartment was built. Whether it is related to the apartment or not, I am not an expert to say. however, we were advice by our HOA and police to lock our doors.

the proposed third Gas station + Car wash + hotel will bring so many transient folks very near our houses as well as subdivision park. This is where our kids play. with so many unknowns brought by this new proposal, we have to say it really scares us as home owners. not to mention the negative effects this will have on our properties. Having an Hotel here would really negatively impact this area. I would've like to show up today and oppose to this change in person, but my family obligations comes first and we were not able to make it. Please reconsider the zoning change. There are plenty of other places for these establishments to be build where no community is nearby to experience the impact.

Thank you
Daniel Tsai

Long

From: Shelley & Gordon [shelleygordon.long@sbcglobal.net]
Sent: Tuesday, February 14, 2012 4:25 PM
To: Judy Eguez
Subject: Proposed Zoning Change Eldorado and DNT

Hello,

My name is Gordon Long and I live at 12330 Folsom Drive in the Cobb Hill subdivision. I am writing in support of the proposed zoning change at Eldorado and DNT.

I have noticed some recent postings on our neighborhood Face book page asking neighbors to attend the meeting. A few of those have been negative about the change but some have been in support or at least interested in more information. Some of them have indicated they would be e-mailing you with their opposition.

Our neighborhood has 270 homes. The FB page has 181 members, of which most are husband and wife combination, so only about 110 homes are on FB. I have noticed around 10-15 regular contributors to the group who are also commenting on the zoning change posts. It seems to be a vocal minority but if they are bombarding you with their complaints it may seem that we are all united against the change (we are not). I have spoken to many others who are not against the change and are ready for the corner to be developed. It seems these changes will enable that to happen sooner rather than later so you have my support.

Gordon Long

Deck

From: Mike Deck [mdeck@waterproof.pro]
Sent: Tuesday, February 14, 2012 8:02 PM
To: Judy Eguez
Subject: Rezoning

I live in Cobb Hill at 5952 dunsford drive and I support the re zoning.

Sent from my iPhone

AGENDA ITEM #31.

PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Judy Egüez, Planner**

Date: **2/22/2012**

Agenda Caption: **Public Hearing: SUP11-0008. A request for a Specific Use Permit for a Convenience Store with Gas Pumps on one lot on 2.1± acres on the northeast corn of Eldorado Parkway and Dallas Parkway and consider and act to direct staff to prepare an Ordinance of the same. Zoned Planned Development-166-Retail/Office-2. Neighborhood #47.**

Action Requested: Hold the public hearing and direct staff in preparation of an Ordinance.

Background Information: QuikTrip is requesting a Specific Use Permit for a convenience store with gas pumps. This request represents the third convenience store with gas pumps at the intersection of Eldorado Parkway and Dallas Parkway. The Zoning Ordinance was amended in August, 2011 to allow a third convenience store with gas pumps within the Tollway Overlay District upon approval of a Specific Use Permit, including special conditions.

The staff report prepared for the February 14th Planning & Zoning Commission meeting stated that the proposed building was not in compliance with the condition requiring a three-foot watercourse. However, on the day of the Planning & Zoning Commission Public Hearing, the applicant provided a revised elevation depicting the watercourse in conformance with the Tollway Overlay District. The proposal complies with all other conditions of the Zoning Ordinance.

Board Review/Citizen Input: On February 14, 2012, the Planning & Zoning Commission held a public hearing 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 February 15, 2012
- Staff Report
- Locator Map
- Exhibits
- Façade Plan

Recommendation: Recommended for approval as stated in the February 15, 2012 Planning & Zoning Commission outcome memo.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 15, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 14, 2012

Public Hearing –
Specific Use Permit: Eldorado Village, Block A, Lot 1 (SUP11-0008)

Owner(s): Eldorado Commons, LP

Description:
A request for a Specific Use Permit for a convenience store with gas pumps on one lot on 2.1± acres on the northeast corner of Eldorado Parkway and Dallas Parkway. Zoned Planned Development-166-Retail/Office-2. A companion item to Z11-0018. Neighborhood #47. JE

Result/Action:

Approved: 5-0 (Trykoski & Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to:

1. Adoption of an Ordinance (Z11-0018) amending Planned Development-166.

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	

February 14, 2012

Public Hearing - Specific Use Permit: Eldorado Village, Block 1, Lot 1 (SUP11-0008)
Owner(s): Eldorado Commons, L.P.

DESCRIPTION:

A request for a Specific Use Permit for a convenience store with gas pumps on one lot on 2.1± acres on the northeast corner of Eldorado Parkway and Dallas Parkway. Zoned Planned Development-166-Retail/Office-2. A companion item to Z11-0018. 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.

Ordinance No. 11-08-27 – Amended the Tollway Overlay District by allowing a third convenience store with gas pumps upon approval of Specific Use Permit with development standards.

CASE OVERVIEW:

The applicant, Eldorado Commons, L.P., is requesting a Specific Use Permit to allow the operation of convenience store with gas pumps.

The surrounding land uses are as follows:

Direction	Land Use	Zoning	Comprehensive Plan
North	Vacant	Planned Development-166-Retail/Office-2	Office
East	Vacant	Planned Development-166-Retail/Office-2	Office
South	Retail	Planned Development-156-Retail	Retail
West	Retail	Commercial-1	Retail

Compatibility Considerations

Convenience stores with gas pumps are permitted by right on two corners at the intersection of two major thoroughfares. A third convenience store with gas pumps is permitted within the Tollway Overlay District upon approval of a Specific Use Permit. The southeast corner and northwest corner of the Dallas Parkway and Eldorado Parkway are occupied by Costco's gas pumps and Market Street's convenience store with gas pumps, respectively. QuikTrip's request at the northeast corner of this intersection represents the third corner for this use.

The Zoning Ordinance outlines conditions the Planning & Zoning Commission may establish when considering a Specific Use Permit in addition to the requirement of the base zoning district. This request meets the first four conditions listed below as outlined in the Zoning Ordinance for a third Convenience Store with Gas Pumps along the Tollway Overlay District. The last condition regarding the three-foot watercourse is discussed further in the next paragraph of this staff report.

- Maximum of 10 pumps.
- Maximum length of canopy is 160-feet.
- Clearance height of the canopy shall not exceed 14-feet.
- The color of the components of the pump islands, including dispensers, bollards, and all appurtenances shall be consisted with the color of the main structure.
- A three-foot watercourse shall be provided on the base of the main building and the columns of the canopy.

Façade

As mentioned above, the Tollway Overlay District outlines conditions for a third corner containing gas pumps. The application does not meet the requirement to provide a three-foot watercourse at the base of the building or the canopy columns. According to the letter they submitted, dated February 3, 2012, the building design is based off of vertical architecture and the watercourse would force the design to be horizontal and vertical. The applicant is of the opinion that the dark brick band is adequate to meet the watercourse requirement. As utilized at other sites throughout the city and across the Eldorado Parkway, the watercourse is an architectural feature of a different material or color creating a band at the base (see attached pictures). This watercourse provides proportion to the building and continuity of architecture throughout the City. Staff recommends the SUP be approved subject to QuikTrip providing a watercourse to meet the condition of the Tollway Overlay District.

Trees

Trees centered in the landscape buffer, 30-feet on center, are required along Eldorado Parkway and Dallas Parkway. The applicant expressed that this requirement will be challenging to meet as they have multiple easements along the frontages, including a North Texas Municipal Water District (NTMWD) Easement. The applicant and the City Landscape Architect worked on a tree planting plan for the Dallas Parkway and Eldorado Parkway frontages that will meet the intent of the ordinance and meet the requirements of the Public Works Department and the NTMWD. The applicant will provide a hedge along the frontages that will create a theme for the entire development. Shade trees and ornamental trees will be provided in areas that will not conflict with the easements. Exhibit C depicts this landscape concept.

Additional Information

The property owner has submitted a Planned Development (PD) amendment (Z11-0018) to modify standards in Planned Development-166. Exhibit B reflects the changes proposed in the PD and is subject to approval of the PD amendment.

SUMMARY:

The applicant is requesting a Specific Use Permit for a Convenience Store with Gas Pumps. Staff is in support of this request as it is a compatible use for the surrounding properties.

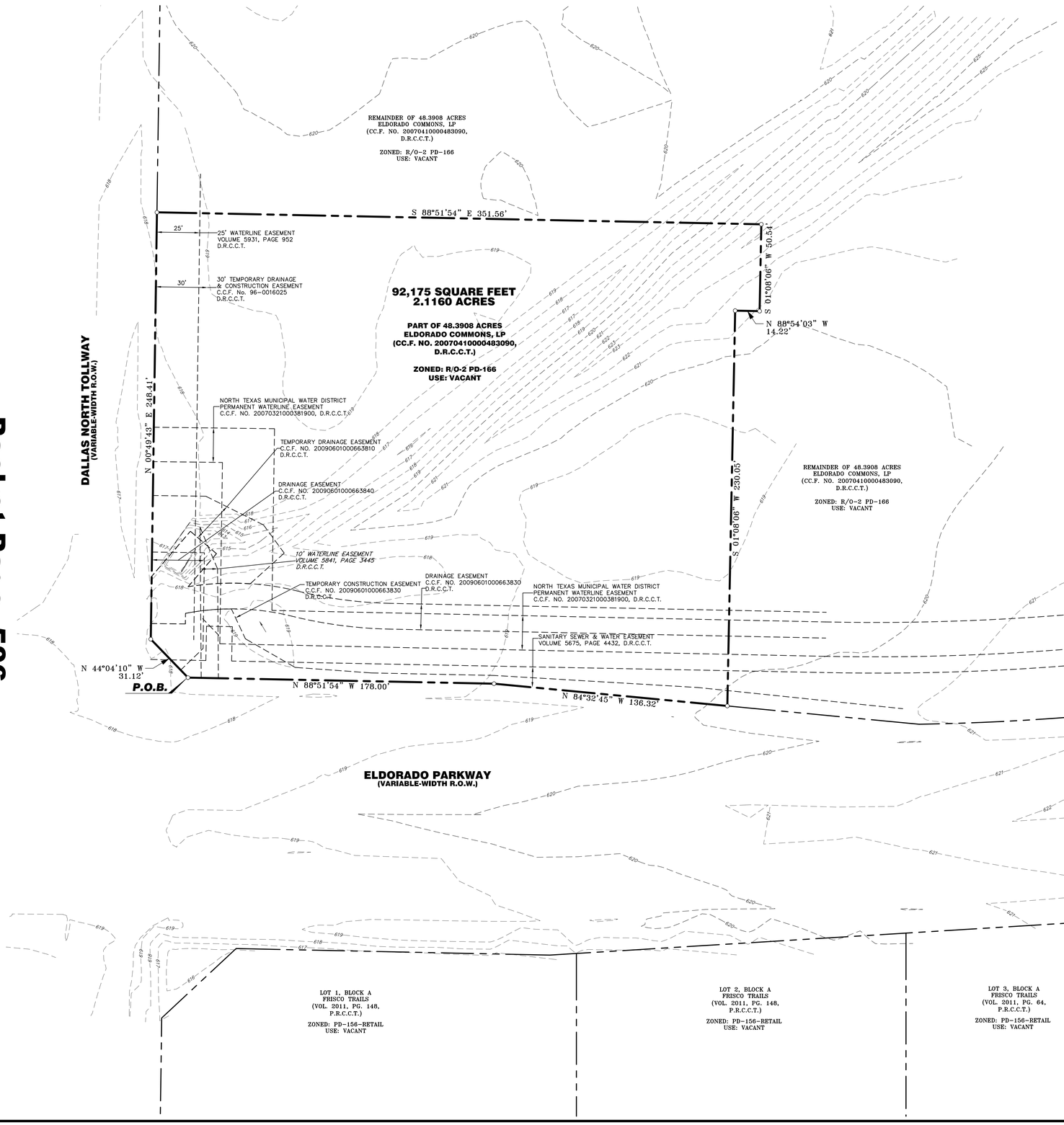
RECOMMENDATION:

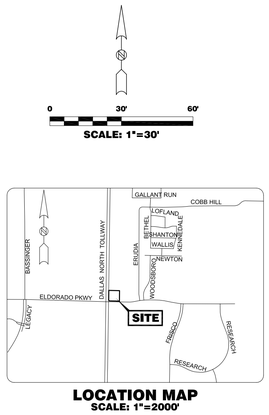
Recommended for approval subject to:

1. Adoption of an Ordinance (Z11-0018) amending Planned Development-166.
2. Providing at 3-foot watercourse consisting of either a different color or type of material at the base of the building and canopy columns.

SUP11-0008
Eldorado Village
Block A, Lot 1







LOCATION MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION

BEING a tract of lane located in the City of Frisco, Collin County, part of the Thomas Cassaday Survey, Abstract No. 1101, being part of that called 48.3908 acre tract of land described in deed to Eldorado Commons, LP as recorded om County Clerk's File No. 20070410000483090, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the southeast end of a right-of-way corner clip at the intersection of the east right-of-way line of the Dallas North Tollway (variable width R.O.W.) and the north right-of-way line of Eldorado Parkway (variable width R.O.W.);

THENCE, along said corner clip, North 44 degrees 04 minutes 10 seconds West, a distance of 31.12 feet;

THENCE, along the east right-of-way line of the Dallas North Tollway, North 00 degrees 49 minutes 43 seconds East, a distance of 248.41 feet;

THENCE, departing said east right-of-way, South 88 degrees 51 minutes 54 seconds East, a distance of 351.56 feet;

THENCE, South 01 degrees 08 minutes 06 seconds West, a distance of 50.54 feet;

THENCE, North 88 degrees 54 minutes 03 seconds West, a distance of 14.22 feet;

THENCE, South 01 degrees 08 minutes 06 seconds West, a distance of 230.05, being in the north right-of-way line of Eldorado Parkway;

THENCE, along the north right-of-way line of Eldorado Parkway, North 84 degrees 32 minutes 45 seconds West, a distance of 136.32 feet;

THENCE, continuing along said north right-of-way line, North 88 degrees 51 minutes 54 seconds West, a distance of 178.00 feet to the **POINT OF BEGINNING** and containing 92,175 square feet or 2.1160 acres of land more or less.

FLOOD STATEMENT

By graphic plotting only, the property described hereon lies in Zone "X"-Areas determined to be outside the 0.2% annual chance floodplain as indicated on documents issued by the Federal Emergency Management Agency, entitled "Flood Insurance Rate Map, for Collin County Texas and Incorporated Areas, Community Panel Number 48085C0240J, Map Revised Date, 6/2/2009. This flood statement does not imply that the property and /or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

EXHIBIT A: SUP# 11-0008

QT-915
LOT 1, BLOCK 1
ELDORADO VILLAGE
2.1160 ACRES

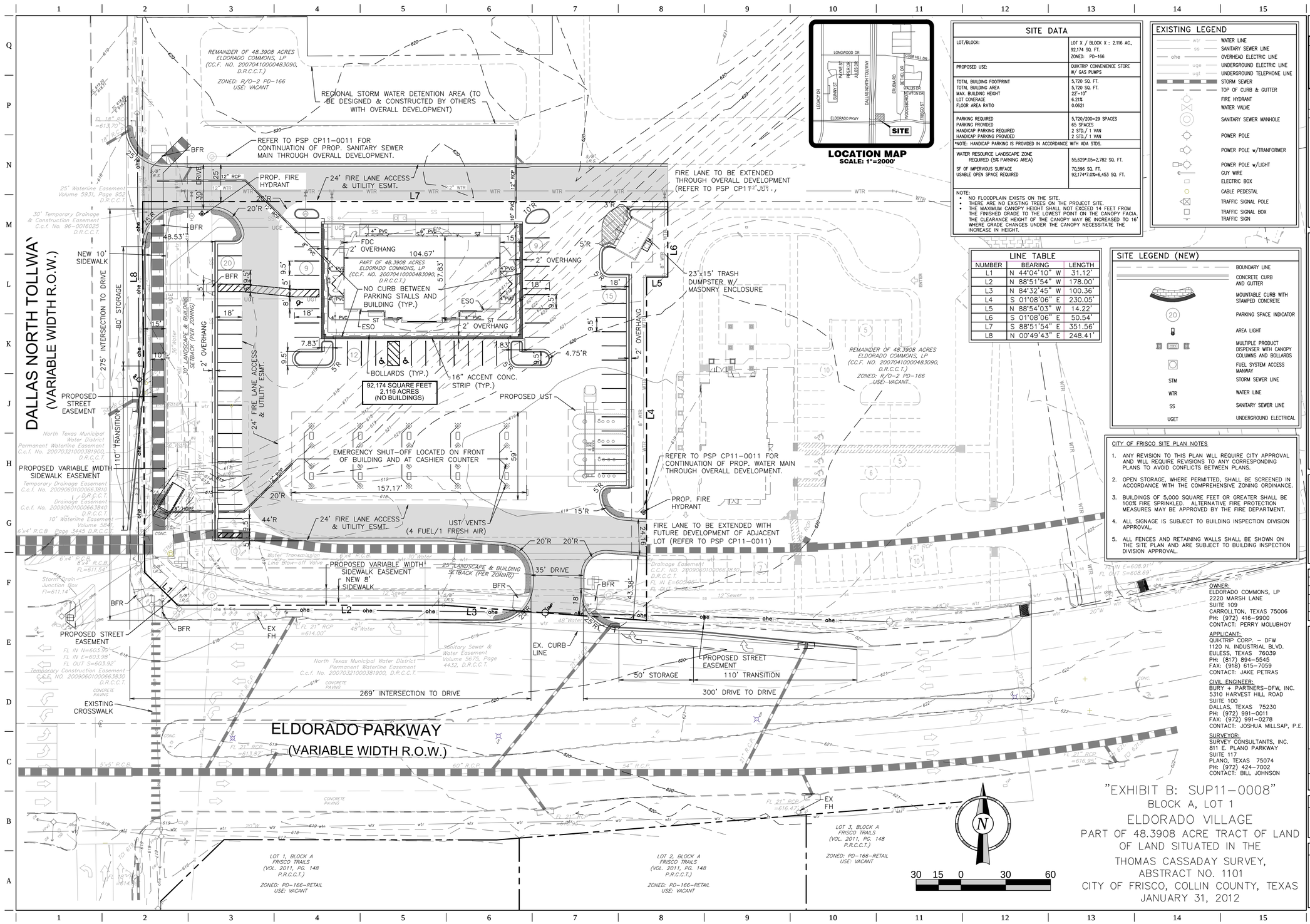
PART OF 483908 ACRE TRACT OF LAND
C.C.F. No. 2007041000483090, D.R.C.C.T.
out of
THOMAS CASSADAY SURVEY, ABSTRACT No. 1101
CITY OF FRISCO, COUNTY COUNTY, TEXAS

OWNER
ELDORADO COMMONS, L.P.
c/o Perry Molubhoy
2220 Marsh Lane 109
Carrollton, Texas 75006-2613
(972) 416-9900

PREPARED FOR:
QUIKTRIP CORPORATION
c/o Jake Petras
1120 North Industrial Boulevard
Euless, Texas 76039
(817) 358-7680

PROJECT INFORMATION
Date of Survey: 10/14/2010
Job Number: 1014982
Drawn By: W.J.J.
Date of Drawing: 11/28/2011
File: Title Zoning Exhibit.Dwg
SHEET 1 OF 1

Survey Consultants, Inc.
811 E. Plano Parkway
Suite 117
Plano, Texas 75074
(972) 424-7002 Voice
(972) 633-1702 Fax
WWW.SurveyConsultantsInc.Com



LOCATION MAP
SCALE: 1"=2000'

SITE DATA

LOT/BLOCK:	LOT X / BLOCK X : 2.116 AC., 92,174 SQ. FT. ZONED: PD-166
PROPOSED USE:	QUIKTRIP CONVENIENCE STORE W/ DAS PUMPS
TOTAL BUILDING FOOTPRINT	5,720 SQ. FT.
TOTAL BUILDING AREA	5,720 SQ. FT.
MAX. BUILDING HEIGHT	22'-10"
LOT COVERAGE	6.21%
FLOOR AREA RATIO	0.0621
PARKING REQUIRED	5,720/200=29 SPACES
PARKING PROVIDED	65 SPACES
HANDICAP PARKING REQUIRED	2 STD./ 1 VAN
HANDICAP PARKING PROVIDED	2 STD./ 1 VAN
*NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STDS.	
WATER RESOURCE LANDSCAPE ZONE REQUIRED (5% PARKING AREA)	55,629*.05=2,782 SQ. FT.
SF OF IMPERVIOUS SURFACE	70,596 SQ. FT.
USABLE OPEN SPACE REQUIRED	92,174*7.0%=6,453 SQ. FT.

NOTE:
- NO FLOODPLAIN EXISTS ON THE SITE.
- THERE ARE NO EXISTING TREES ON THE PROJECT SITE.
- THE MAXIMUM CANOPY HEIGHT SHALL NOT EXCEED 14 FEET FROM THE FINISHED GRADE TO THE LOWEST POINT ON THE CANOPY FACIA. THE CLEARANCE HEIGHT OF THE CANOPY MAY BE INCREASED TO 16' WHERE GRADE CHANGES UNDER THE CANOPY NECESSITATE THE INCREASE IN HEIGHT.

LINE TABLE

NUMBER	BEARING	LENGTH
L1	N 44°04'10" W	31.12'
L2	N 88°51'54" W	178.00'
L3	N 84°32'45" W	100.36'
L4	S 01°08'06" E	230.05'
L5	N 88°54'03" W	14.22'
L6	S 01°08'06" E	50.54'
L7	S 88°51'54" E	351.56'
L8	N 00°49'43" E	248.41'

EXISTING LEGEND

- WATER LINE
- SANITARY SEWER LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- STORM SEWER
- TOP OF CURB & GUTTER
- FIRE HYDRANT
- WATER VALVE
- SANITARY SEWER MANHOLE
- POWER POLE
- POWER POLE w/TRANFORMER
- POWER POLE w/LIGHT
- GUY WIRE
- ELECTRIC BOX
- CABLE PEDESTAL
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGN

SITE LEGEND (NEW)

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- MOUNTABLE CURB WITH STAMPED CONCRETE
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- FUEL SYSTEM ACCESS MANWAY
- STM — STORM SEWER LINE
- WTR — WATER LINE
- SS — SANITARY SEWER LINE
- UGET — UNDERGROUND ELECTRICAL

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.

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OWNER:
ELDORADO COMMONS, LP
2220 MARSH LANE
SUITE 109
CARROLLTON, TEXAS 75006
PH: (972) 416-9900
CONTACT: PERRY MOLUBHOY

APPLICANT:
QUIKTRIP CORP. - DFW
1120 N. INDUSTRIAL BLVD.
EULESS, TEXAS 76039
PH: (817) 894-5545
FAX: (918) 615-7059
CONTACT: JAKE PETRAS

CIVIL ENGINEER:
BURY + PARTNERS-DFW, INC.
5310 HARVEST HILL ROAD
SUITE 100
DALLAS, TEXAS 75230
PH: (972) 991-0011
FAX: (972) 991-0278
CONTACT: JOSHUA MILLSAP, P.E.

SURVEYOR:
SURVEY CONSULTANTS, INC.
811 E. PLANO PARKWAY
SUITE 117
PLANO, TEXAS 75074
PH: (972) 424-7002
CONTACT: BILL JOHNSON

"EXHIBIT B: SUP11-0008"
BLOCK A, LOT 1
ELDORADO VILLAGE
PART OF 48.3908 ACRE TRACT OF LAND OF LAND SITUATED IN THE
THOMAS CASSADAY SURVEY, ABSTRACT NO. 1101
CITY OF FRISCO, COLLIN COUNTY, TEXAS
JANUARY 31, 2012

PRELIMINARY
FOR REVIEW ONLY
Bury+Partners ENGINEERING SOLUTIONS
Engineer: JOSHUA A. MILLSAP
P.E. No. 100118 Date 01/31/12

PROJECT NO.: 0102946-30008

Bury+Partners
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
tel. (972)991-0011 fax (972)991-0278
www.burypartners.com
Texas Registration #F-1048

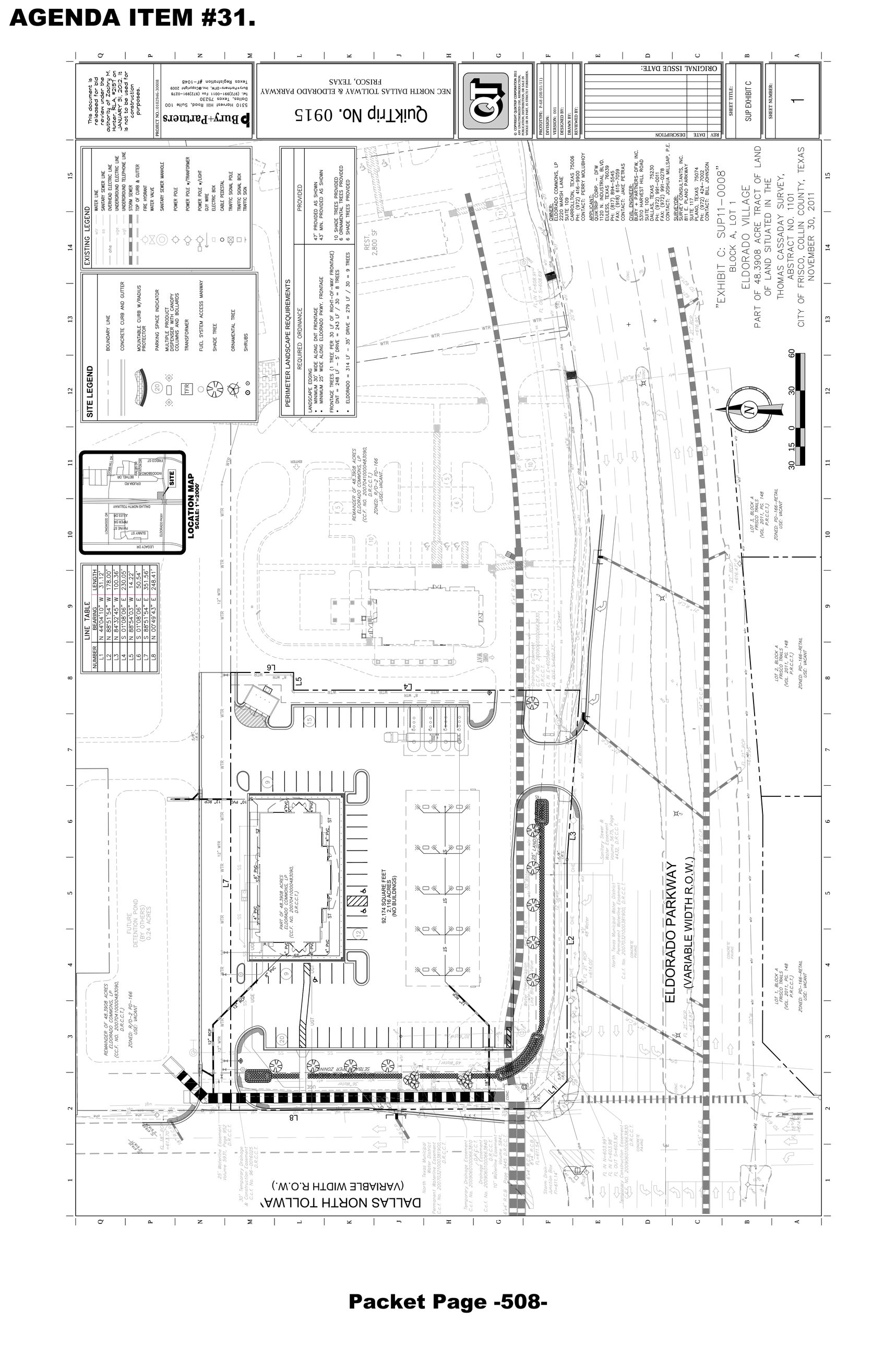
QuikTrip No. 0915
NEC NORTH DALLAS TOLLWAY & ELDORADO PARKWAY
FRISCO, TEXAS

PROTOTYPE:	P-68 (08/01/11)
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE:

SHEET TITLE: SUP EXHIBIT B

SHEET NUMBER: 1


"EXHIBIT C: SUP11-0008"
BLOCK A, LOT 1
ELDORADO VILLAGE
PART OF 48.3908 ACRE TRACT OF LAND
OF LAND SITUATED IN THE
THOMAS CASSADAY SURVEY,
ABSTRACT NO. 1101
CITY OF FRISCO, COLLIN COUNTY, TEXAS
NOVEMBER 30, 2011
SUP EXHIBIT C
1
QuikTrip No. 0915
NEC NORTH DALLAS TOLLWAY & ELDORADO PARKWAY
FRISCO, TEXAS
Burry+Partners
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
tel: (972)991-0011 fax (972)991-0278
burrypartners-dfw.net@copyright 2009
Texas Registration #F-1048
PROJECT NO.:01025345-30008
This document is released for review under the authority of Zachry M. Hunter R.L.A. #2157 on 11/30/2011. It is not to be used for construction purposes.
ORIGINAL ISSUE DATE:
REV DATE DESCRIPTION
SHEET TITLE:
SHEET NUMBER:
PROTOTYPE: P-58 (08/01/11)
DIVISION:
VERSION: 001
DESIGNED BY:
DRAWN BY:
CHECKED BY:
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SITE LEGEND
BOUNDARY LINE
CONCRETE CURB AND GUTTER
MOUNTABLE CURB W/RADIUS PROTECTOR
PARKING SPACE INDICATOR
MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
TRANSFORMER
FUEL SYSTEM ACCESS MANWAY
SHADE TREE
ORNAMENTAL TREE
SHRUBS
EXISTING LEGEND
WATER LINE
SANITARY SEWER LINE
OVERHEAD ELECTRIC LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
STORM SEWER
TOP OF CURB & GUTTER
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MANHOLE
POWER POLE
POWER POLE w/TRANSFORMER
POWER POLE w/LIGHT
GUY WIRE
ELECTRIC BOX
CABLE PEDESTAL
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGN
PERIMETER LANDSCAPE REQUIREMENTS
REQUIRED ORDINANCE
PROVIDED
LANDSCAPE EDGING
• MINIMUM 30' WIDE ALONG DNT FRONTAGE
• MINIMUM 25' WIDE ALONG ELDORADO PKWY. FRONTAGE
47' PROVIDED AS SHOWN
43' MIN. PROVIDED AS SHOWN
FRONTAGE TREES (1 TREE PER 30 LF OF RIGHT-OF-WAY FRONTAGE)
• DNT = 248 LF + 5' DRIVE = 243 LF / 30 = 8 TREES
• ELDORADO = 314 LF - 35' DRIVE = 279 LF / 30 = 9 TREES
10 SHADE TREES PROVIDED
6 ORNAMENTAL TREES PROVIDED
6 SHADE TREES PROVIDED
LOCATION MAP
SCALE: 1"=2000'
SITE
LINE TABLE
NUMBER BEARING LENGTH
L1 N 44°04'10" W 31.12'
L2 N 88°51'54" W 178.00'
L3 N 84°32'45" W 100.36'
L4 S 01°08'06" E 230.05'
L5 N 88°54'03" W 14.22'
L6 S 01°08'06" E 50.54'
L7 S 88°51'54" E 351.56'
L8 N 00°49'43" E 248.41'
OWNER:
ELDORADO COMMONS, LP
2720 OLIN LAKE
SUITE 109
CARROLLTON, TEXAS 75006
PH: (972) 416-1900
CONTACT: PERRY MOUHIOY
APPLICANT:
QUIKTRIP CORP. - DFW
11750 MISSOURI BLVD.
EULESS, TEXAS 76039
PH: (817) 894-5545
FAX: (817) 685-7596
CONTACT: JAKE PETRAS
CIVIL ENGINEER:
BURY + PARTNERS-DFW, INC.
5310 HARVEST HILL ROAD
SUITE 100
DALLAS, TEXAS 75230
PH: (972) 991-0011
FAX: (972) 991-0278
CONTACT: JOSHUA MILLSAP, P.E.
SURVEYOR:
SPENCER CONSULTANTS, INC.
811 E. PLANO PARKWAY
SUITE 117
PLANO, TEXAS 75074
PH: (972) 424-7002
CONTACT: BILL JOHNSON
REMAINDER OF 48.3908 ACRES
ELDORADO COMMONS, LP
(CC.F. NO. 20070410000483090,
D.R.C.C.T.)
ZONED: PD-2 PD-166
USE: VACANT
PART OF 48.3908 ACRES
ELDORADO COMMONS, LP
(CC.F. NO. 20070410000483090,
D.R.C.C.T.)
FUTURE
DETENTION POND
(BY OTHERS)
0.24 ACRES
92,174 SQUARE FEET
2.116 ACRES
(NO BUILDINGS)
ELDORADO PARKWAY
(VARIABLE WIDTH R.O.W.)
DALLAS NORTH TOLLWAY
(VARIABLE WIDTH R.O.W.)
LOT 1, BLOCK A
FRISCO TRAILS
(VOL. 2001, PG. 148
P.R.C.C.T.)
ZONED: PD-166-RETAIL
USE: VACANT
LOT 2, BLOCK A
FRISCO TRAILS
(VOL. 2001, PG. 148
P.R.C.C.T.)
ZONED: PD-166-RETAIL
USE: VACANT
REST.
2,800 SF
SCENIC ZONING
30 15 0 30 60
N



QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
915	NEC of DNT & Eldorado	Frisco, TX
Serial #	**Scale:**	
0915SPE09-01	NTS	

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SOUTH TOTAL SQ FT – 1305	
BRICK	776 SQ FT/ 60%
TILE	358 SQ FT/ 27%
CORNICE	171 SQ FT/ 13%

EAST TOTAL SQ FT – 707	
BRICK	440 SQ FT/ 62%
TILE	148 SQ FT/ 21%
CORNICE	45 SQ FT/ 6%
SCREEN	74 SQ FT/ 11%

NORTH TOTAL SQ FT – 1901	
BRICK	1441 SQ FT/ 76%
TILE	234 SQ FT/ 12%
CORNICE	28 SQ FT/ 1%
SCREEN	198 SQ FT/ 11%

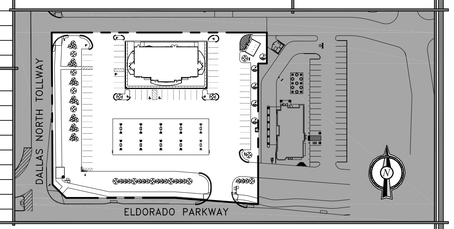
WEST TOTAL SQ FT – 707	
BRICK	440 SQ FT/ 62%
TILE	148 SQ FT/ 21%
CORNICE	45 SQ FT/ 6%
SCREEN	74 SQ FT/ 11%

NOTE:

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES.
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE COMPREHENSIVE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

ELEMENTS LISTED IN ARTICLE 4, SECTION 11.02(C)

- CANOPIES, AWNINGS, OR PORTICOS
- RECESSES / PROJECTIONS
- DISPLAY WINDOWS
- OFFSETS, REVEALS OR PROJECTING RIB USED TO EXPRESS ARCHITECTURAL OR STRUCTURAL BAYS
- VAIRIED ROOF HEIGHTS



Drawn By:
Joe Kim
(QuikTrip Corporation)

Applicant:
Jake Petras
(QuikTrip Corporation)
1120 N. Industrial Blvd.
Euless, TX 76039
817-786-3188

Surveyor:
Doug Loomis (SCI)
811 E. Plano Pkwy.
Plano, TX 75074
972-424-7002

Architect:
Dan Lickel
(Lickel Architecture)
11900 West 87th st. Pkwy.
Suite 160
Lenexa, Kansas 66215
913-894-0707

Owner:
Jake Petras
(QuikTrip Corporation)
1120 N. Industrial Blvd.
Euless, TX 76039
817-786-3188



QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
0915	NEC of DNT & Eldorado	Frisco, TX
Serial #	Scale:	
0915BEL00-05	1/8"=1'-0"	

Eldorado Commons Addition
Lot 5 Block A 02.14.12

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	MP04 – RADIANT IRON	DALTILE	PORCELAIN TILE
4	QT BROWN	SHERWIN WILLIAMS	PAINT
5	QT RED	LANE	STANDING SEAM AWNING
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	DARK BRONZE	LANE	METAL/PAINT
8	HLZ-ALUMINUM	ALPOLIC	FASCIA
9	IDR-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
10	CL-60R	ALLEN INDUSTRIES	SIGNAGE
11	BRONZESTONE	INTERSTATE BRICK	ATLAS SPLITFACE BRICK



EAST/WEST TOTAL SQ FT – 818	
BRICK	268 SQ FT/ 33%
CANOPY	550 SQ FT/ 67%

NORTH/SOUTH TOTAL SQ FT – 421	
BRICK	207 SQ FT/ 49%
CANOPY	214 SQ FT/ 51%

NOTE:

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- VAIRIED ROOF HEIGHTS

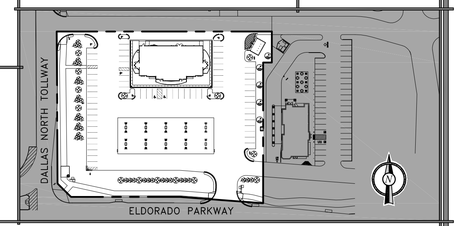
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817-786-3188

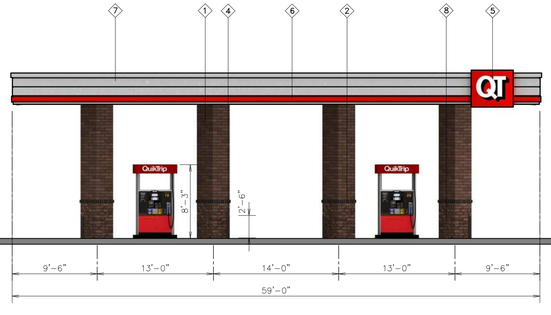
Surveyor:
Doug Loomis (SCI)
811 E. Plano Pkwy.
Plano, TX 75074
972-424-7002

Architect:
Dan Lickel
(Lickel Architecture)
11900 West 87th st. Pkwy.
Suite 160
Lenexa, Kansas 66215
913-894-0707

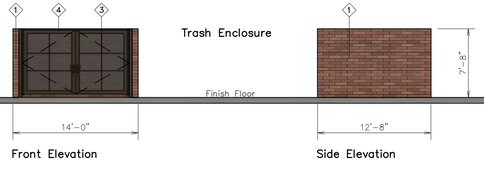
Owner:
Jake Petras
(QuikTrip Corporation)
1120 N. Industrial Blvd.
Euless, TX 76039
817-786-3188



South Elevation

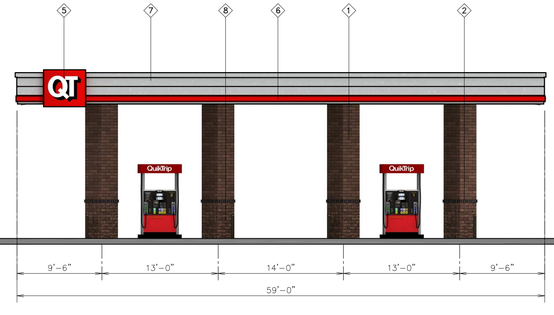


West Elevation



Front Elevation

Side Elevation



East Elevation

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
0915	NEC of DNT & Eldorado	Frisco, TX
Serial #	**Scale:**	
0915GEL00-05	1/8"=1'-0"	

Eldorado Commons Addition
Lot 5 Block A
02.14.12

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
4	DARK BRONZE	LANE	METAL/PAINT
5	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	HLF-ALUMINUM	ALPOLIC	CANOPY
8	BRONZESTONE	INTERSTATE BRICK	ATLAS SPLITFACE BRICK

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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 Purefoy, City Manager**
John Lettelleir, AICP, Director of Development Services

From: **Ross Culbertson, Planner**

Date: **2/22/2012**

Agenda Caption: **Public Hearing: SUP12-0001. A request for a Specific Use Permit for a Big Box Retail Developoment on one lot on 16.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road and consider and act to direct staff to prepare an ordinance of the same. Zoned Commercial-1. Neighborhood #29.**

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 Big Box store on Lot 2R. A Big Box use is defined as a single tenant retail building in excess of 70,000 square feet. The request is to construct a 71,680 square foot building on a 6.5± acre lot, being within a 17.0 acre planned retail center. The use is compatible with surrounding properties.

Board Review/Citizen Input: The Planning & Zoning Commission held a public hearing on the SUP request at their February 14, 2012 meeting and voted 5-0 (Trykoski and Russell absent) 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.

Supporting Documents:

- Planning & Zoning Commission Outcome Memo dated February 15, 2012.
- Staff Report.
- Location Map.
- Exhibit A.
- Exhibit B.
- Preliminary Façade Plan Exhibit.

Staff Recommendation: Recommended for approval subject to compliance with the attached preliminary façade plan.

DEVELOPMENT SERVICES

CITY OF FRISCO

GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD · 3RD FLOOR
FRISCO, TEXAS 75034
TEL 972.292.5300 · FAX 972.292.5388
WWW.FRISCOTEXAS.GOV

February 15, 2012

TO: Applicant

FROM: John Webb, AICP *JW*
Zoning & Subdivision Administrator

SUBJECT: Results of the Planning & Zoning Commission, February 14, 2012

Public Hearing -
Specific Use Permit: Prestmont Center, Block B, Lot 2R (SUP12-0001)
Owner(s): Dreig-Cambria, LLC., Lebanon Joint Venture, Shula Netzer, and Shula Netzer, Trustee

Description:
A request for a Specific Use Permit for a Big Box Retail Development on one lot on 6.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road. Zoned Commercial-1. Neighborhood #29. RC

Result/Action:

Approved: 5-0 (Trykoski & Russell absent)
Denied:
Tabled:

ACTION:

The item was approved subject to compliance with the attached preliminary façade plan.

RC/kj

cc:
Danny Carroll, Gary Hartwell, Mack Borchardt, Paul Knippel, Deanna Quigley, Umberto Allori, Michael Crain, Phillip Climer, Dudley Raymond, Jim Cottone, Michele Wood, Poly Birika, Steve Covington, Rick Wieland, Michelle Ortega

February 14, 2012

Public Hearing -
Specific Use Permit: Prestmont Center, Block B, Lot 2R (SUP12-0001)
Owner(s): Dreig-Cambria, LLC., Lebanon Joint Venture, Shula Netzer, and Shula Netzer, Trustee

---

DESCRIPTION:

A request for a Specific Use Permit for a Big Box Retail Development on one lot on 6.5± acres on the south side of John Hickman Parkway, 430± feet east of Preston Road. Zoned Commercial-1. Neighborhood #29. RC

HISTORY:

Case PSPCP10-0007 – The Planning & Zoning Commission approved a preliminary site plan and conveyance plat on December 14, 2010 for development of a 52,160 square foot retail anchor tenant on Lot 2R.

CASE OVERVIEW:

Academy Sports + Outdoors requests a Specific Use Permit (SUP) for a Big Box Retail Development on Lot 2R. A Big Box use is defined as a single tenant retail building over 70,000 square feet. The applicant is requesting to construct a 71,680 square foot building on a 6.5± acre lot within a 17.0± acre planned retail center.

The surrounding land uses are as follows:

Direction	Land use	Zoning	Comprehensive plan
North	Retail / Vacant	Commercial-1	Retail
East	Vacant	Commercial-1	Retail
South	Vacant	Commercial-1	Retail
West	Child Day Care / Office	Commercial-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. In addition, the use shall be in general conformance with the Comprehensive Plan and general objectives of the City. These conditions may include but are not limited to:

- Paving of streets, alleys, and sidewalks –
  The applicant will complete these items with a final site plan submittal.
- Means of ingress and egress to public streets –
  Items are shown on the preliminary site plan and meet the Thoroughfare Standards.
- Provisions for drainage –
  Drainage is shown on the preliminary site plan. However, the applicant's engineer is finalizing a downstream analysis report for Engineering Services' review which could eliminate the need for on-site detention.
- Adequate off-street parking –
  Is shown on the preliminary site plan and meets Zoning Ordinance requirements.
- Protective screening, landscaping, and open space –
  Is shown on the preliminary site plan and meets Zoning Ordinance requirements.
- Area or security lighting –
  The applicant will complete this item with a final site plan submittal and will comply with the Zoning Ordinance.
- The locations and heights of structures –
  Is shown on the preliminary site plan and meets Zoning Ordinance requirements.
- Architectural compatibility of buildings –
  See the attached exhibit, (Preliminary Façade Plan). The big box will be compatible in architectural character to the overall planned retail development.
- Intensity of the use –
  Is shown on the preliminary site plan and meets Zoning Ordinance requirements; and
- Adequate traffic circulation required to contain all stacking activity on the site –
  Is shown on the preliminary site plan and meets Zoning Ordinance and Thoroughfare Standards.

COMPREHENSIVE PLAN:

The Comprehensive Plan under the heading "Land Use Policies" recommends that Big Box Development should follow Regional Retail guidelines and be:

- Located along major roadways and easily accessible to pedestrians, bicyclists and automobiles;

  The proposed site plan for the Big Box building meets these criteria as it is located with direct access to Preston Road, Prestmont Place, and the future completion of John Hickman Parkway between Preston Road and Ohio Drive. By having access to these streets, the site will allow for use by pedestrians, bicyclists, and automobiles with connection to residential neighborhoods east of Ohio Drive and to regional retail developments to the south and west.

ZONING ORDINANCE REQUIREMENTS:

- Big Box Developments are permitted by right in Retail zoning districts if they have frontage on regional thoroughfares, Dallas North Tollway, S.H. 121, F.M. 423, and U.S. 380, or the Frisco Bridges development. Otherwise, The Big Box use is permitted by SUP in all other areas where zoning is indicated on the Use Chart.

  The proposed Big Box building is located on property zoned Commercial-1 within a planned retail center with driveway access to Preston Road, a regional thoroughfare which is capable of supporting large-scale retail projects. The site's size and shape will accommodate the Big Box building, stand-alone retail buildings, and pad site buildings incorporating a variety of retail and restaurant uses.

  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:

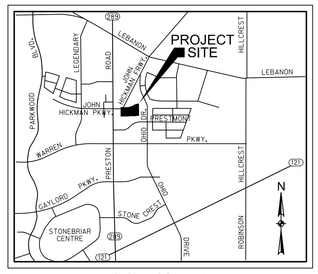
Recommended for approval subject to compliance with the attached preliminary façade plan.

SUP12-0001
Prestmont Center
Block B, Lot 2R



AGENDA ITEM #32.

Packet Page -521-



LOCATION MAP
NOT TO SCALE

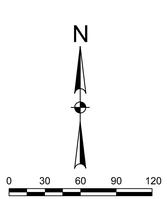


EXHIBIT A: SUP# 12-0001

BEING a 6.4869 acre (282,569 square foot) tract of land situated in the Mary Brown Survey, Abstract Number 42, City of Frisco, Collin County, Texas, and being part of Lots 2R and 7, Block B of PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20110128010000220 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being part of that tract of land described in deed to Shula Netzer, Trustee, as recorded in Document Number 99-0140463 of the Official Public Records of Real Property of Collin County, Texas (O.P.R.R.P.C.C.T.), and being part of that tract of land described in deed to Dreig-Cambria, LLC, as recorded in Instrument Number 20080429000514410, O.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a bent 1/2-inch found iron rod for the northwest corner of said Lot 2R, Block B, said point being on the southerly right-of-way line of John Hickman Road (a 60-foot wide right-of-way), dedicated by plat, as recorded in Cabinet P, Page 387 of the Plat Records of Collin County, Texas (P.R.C.C.T.), said point also being on the east line of said Shula Netzer, Trustee tract;

THENCE South 88 degrees 29 minutes 06 seconds East, with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B, a distance of 116.64 feet to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of curvature of a tangent circular curve to the left having a radius of 480.00 feet, whose chord bears North 75 degrees 42 minutes 09 seconds East, a distance of 261.59 feet;

THENCE Easterly, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B and with said curve, through a central angle of 31 degrees 37 minutes 30 seconds, an arc distance of 264.94 feet to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of tangency;

THENCE North 59 degrees 53 minutes 24 seconds East, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B, a distance of 40.21feet to a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for the point of curvature of a non-tangent circular curve to the right having a radius of 420.00 feet, whose chord bears North 75 degrees 00 minutes 49 seconds East, a distance of 210.00 feet;

THENCE Northeasterly, continuing with the common south right-of-way line of said John Hickman Road and north line of said Lot 2R, Block B and with said curve, through a central angle of 28 degrees 57 minutes 18 seconds, an arc distance of 212.25 feet to 1/2-inch found iron rod for the northeast corner of said Lot 2R, Block B and the northwest corner of Lot 1, Block A of PRIMROSE AT PRESTMONT PLACE ADDITION, an addition to the City of Frisco, Collin County, Texas, as recorded in Cabinet J, Page 941, P.R.C.C.T.;

THENCE South 00 degrees 30 minutes 29 seconds East, departing the south right-of-way line of said John Hickman Road and with an east line of said Lot 2R, Block B and the west line of said Lot 1, Block A, distance of 245.00 feet to a 1/2-inch found iron rod with a "CORWIN ENGR INC" cap for the southwest corner of said Lot 1, Block A and the northwest corner of Lot 3, Block B of PRESTMONT CENTER, LOT 3, BLOCK B, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20090828010002240, O.R.R.C.C.T.;

THENCE South 00 degrees 16 minutes 15 seconds East, departing the west line of said Lot 1, Block A and continuing with an east line of said Lot 2R, Block B and with the west line of said Lot 3, Block B, a distance of 229.12 feet to a found PK nail in the center of a found "X" in concrete for the southwest corner of said Lot 3, Block B and a southeast corner of said Lot 2R, Block B, said point being on the north line of Lot 1, Block B of LOT 1, BLOCK B, PRESTMONT CENTER, an addition to the City of Frisco, Collin County, Texas, as recorded in Instrument Number 20061017010004520, O.R.R.C.C.T.;

THENCE South 89 degrees 55 minutes 03 seconds West, departing the west line of said Lot 3, Block B and with a south line of said Lot 2R and with the north line of said Lot 1, Block B, a distance of 98.00 feet to a found "X" in concrete for the northwest corner of said Lot 1, Block B and an interior ell corner of said Lot 2R, Block B;

THENCE South 00 degrees 04 minutes 57 seconds East, with an east line of said Lot 2R and with the west line of said Lot 1, Block B, a distance of 13.39 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE North 89 degrees 54 minutes 59 seconds West, departing an east line of said Lot 2R and the west line of said Lot 1, Block B and over and across said Lot 2R, Block B, a distance of 284.46 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE South 00 degrees 05 minutes 01 second West, continuing over and across said Lot 2R, Block B, a distance of 11.62 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE North 89 degrees 54 minutes 59 seconds West, continuing over and across said Lot 2R, Block B, a distance of 328.81 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner said point being on the common east line of Lot 6, Block B of said PRESTMONT CENTER, LOTS 2R, 4-8, BLOCK B addition and a west line of said Lot 2R, Block B;

THENCE North 00 degrees 05 minutes 01 second East, with the common east line of said Lot 6, Block B and a west line of said Lot 2R, Block B, passing at a distance of 39.96 feet a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for the common northeast corner of said Lot 6, Block B and the southeast corner of said Lot 7, Block B, from which a 5/8-inch found iron rod with a "POGUE ENG & DEV" cap for witness bears South 64 degrees 33 minutes 53 seconds East, a distance of 0.29 feet, continuing with a west line of said Lot 2R, Block B and the east line of said Lot 7, Block B, passing at a cumulative distance of 93.31 feet a point for the common angle point of said Lot 7, Block B and said Lot 2R, Block B, over and across said Lot 7, Block B, passing at a cumulative distance of 233.16 feet a point on the north line of said Lot 7, Block B and the south line of said Shula Netzer, Trustee tract, over and across said Shula Netzer, Trustee tract, in all, a total distance of 363.23 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF" for corner;

THENCE South 89 degrees 30 minutes 37 seconds East, continuing over and across said Shula Netzer, Trustee tract, a distance of 99.76 feet to the POINT OF BEGINNING AND CONTAINING 282,569 square feet or 6.4869 acres of land, more or less.

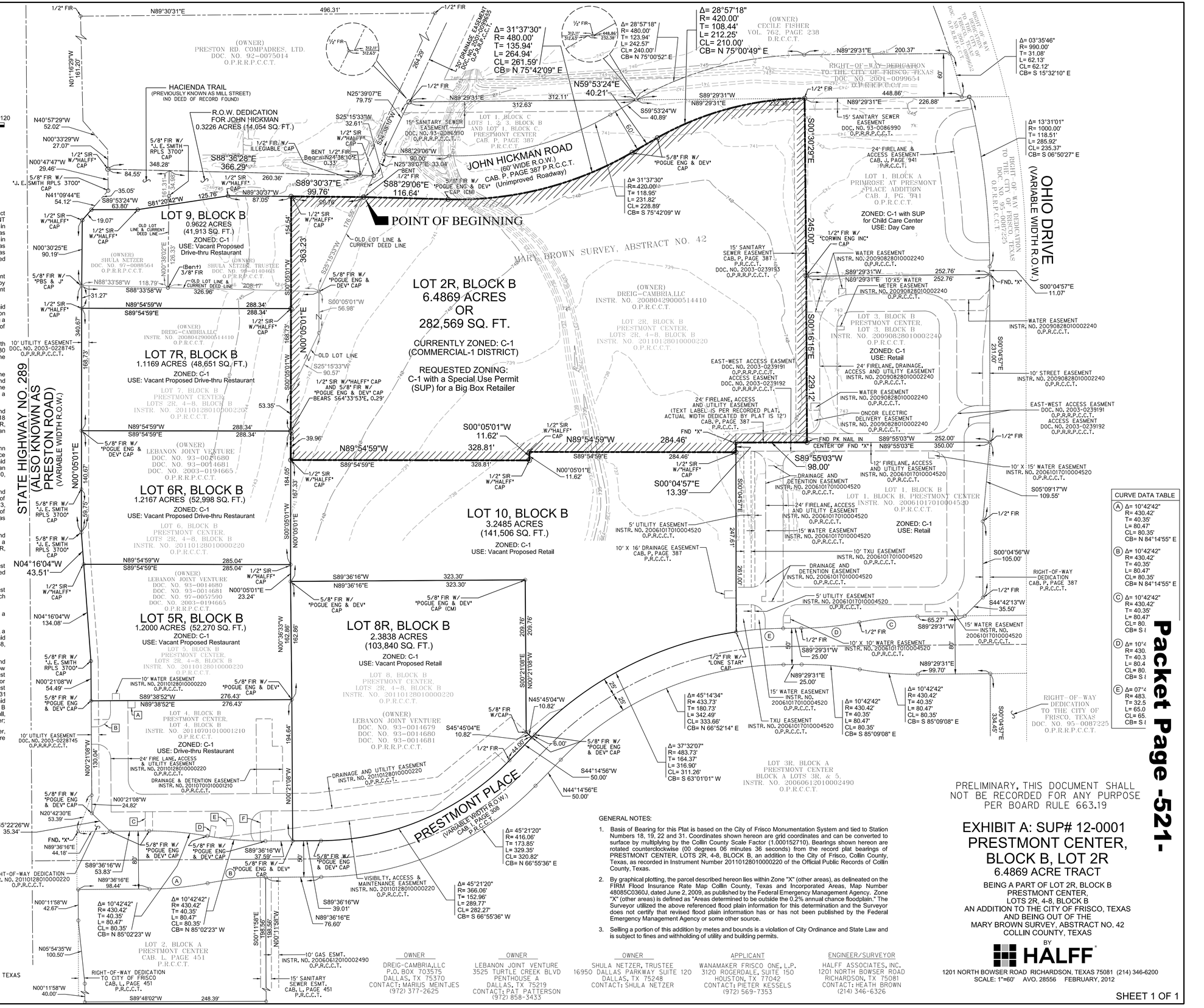
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE PER BOARD RULE 663.19

Heath W. Brown
Registered Professional Land Surveyor
Texas No. 6189
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
214-346-6326

A	10'X10' WATER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.	D	15'X10' WATER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.
B	10' WATER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.	E	10' WATER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.
C	10' WATER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.	F	15' SANITARY SEWER EASEMENT INSTR. NO. 20110701010001210 O.P.R.C.C.T.

LEGEND

5/8" FIR	5/8-INCH FOUND IRON ROD
SET "X"	SET "X" IN CONCRETE
FND "X"	FOUND "X" IN CONCRETE
1/2" SIR W/"HALFF" CAP	1/2-INCH SET IRON ROD WITH YELLOW CAP STAMPED "HALFF"
1/2" FIR	1/2-INCH FOUND IRON ROD
U.T.S.	UNABLE-TO-SET
R.O.W.	RIGHT-OF-WAY
(CM)	CONTROLLING MONUMENT
P.R.C.C.T.	PLAT RECORDS OF COLLOIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.R.P.C.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF COLLIN COUNTY, TEXAS
INSTR. NO.	INSTRUMENT NUMBER
DOC. NO.	DOCUMENT NUMBER
( )	RECORD CALLS


HACIENDA TRAIL
(PREVIOUSLY KNOWN AS MILL STREET)
(NO DEED OF RECORD FOUND)
JOHN HICKMAN ROAD
(60' WIDE R.O.W.)
CAB. P, PAGE 387 P.R.C.C.T.
(Unimproved Roadway)
OHIO DRIVE
(VARIABLE WIDTH R.O.W.)
STATE HIGHWAY NO. 289
(ALSO KNOWN AS
PRESTON ROAD)
(VARIABLE WIDTH R.O.W.)
PRESTMONT PLACE
(VARIABLE WIDTH R.O.W.)
CAB. I, PAGE 306
P.R.C.C.T.
POINT OF BEGINNING
LOT 9, BLOCK B
0.9622 ACRES
(41,913 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Drive-thru Restaurant
LOT 2R, BLOCK B
6.4869 ACRES
OR
282,569 SQ. FT.
CURRENTLY ZONED: C-1
(COMMERCIAL-1 DISTRICT)
REQUESTED ZONING:
C-1 with a Special Use Permit
(SUP) for a Big Box Retailer
LOT 7R, BLOCK B
1.1169 ACRES (48,651 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Drive-thru Restaurant
LOT 6R, BLOCK B
1.2167 ACRES (52,998 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Drive-thru Restaurant
LOT 10, BLOCK B
3.2485 ACRES
(141,506 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Retail
LOT 5R, BLOCK B
1.2000 ACRES (52,270 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Restaurant
LOT 8R, BLOCK B
2.3838 ACRES
(103,840 SQ. FT.)
ZONED: C-1
USE: Vacant Proposed Retail
LOT 4, BLOCK B
PRESTMONT CENTER,
LOT 4, BLOCK B
INSTR. NO. 20110701010001210
O.P.R.C.C.T.
ZONED: C-1
USE: Drive-thru Restaurant
LOT 1, BLOCK C
LOTS 1, 2, 3, BLOCK B
AND LOT 1, BLOCK C,
PRESTMONT CENTER
CAB. P, PAGE 387
P.R.C.C.T.
LOT 1, BLOCK A
PRIMROSE AT PRESMONT
PLACE ADDITION
CAB. J, PG. 941
O.P.R.C.C.T.
ZONED: C-1 with SUP
for Child Care Center
USE: Day Care
LOT 1, BLOCK B
PRESTMONT CENTER
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
ZONED: C-1
USE: Retail
LOT 3, BLOCK B
PRESTMONT CENTER,
LOT 3, BLOCK B
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
ZONED: C-1
USE: Retail
LOT 3R, BLOCK A
PRESTMONT CENTER
BLOCK A LOTS 3R, & 5,
INSTR. NO. 20060612010002490
O.P.R.C.C.T.
LOT 2, BLOCK A
PRESTMONT CENTER
CAB. L, PAGE 451
P.R.C.C.T.
MARY BROWN SURVEY, ABSTRACT NO. 42
(OWNER)
PRESTON RD. COMPADRES, LTD.
DOC. NO. 92-0075014
O.P.R.R.P.C.C.T.
(OWNER)
SHULA NETZER
DOC. NO. 97-0088564
O.P.R.R.P.C.C.T.
(OWNER)
SHULA NETZER, TRUSTEE
DOC. NO. 99-0140463
O.P.R.R.P.C.C.T.
(OWNER)
DREIG-CAMBRIA,LLC
INSTR. NO. 20080429000514410
O.P.R.C.C.T.
(OWNER)
LEBANON JOINT VENTURE
DOC. NO. 93-0014680
DOC. NO. 93-0014681
DOC. NO. 97-0057590
DOC. NO. 2003-0194665
O.P.R.R.P.C.C.T.
(OWNER)
CECILE FISHER
VOL. 762, PAGE 238
D.R.C.C.T.
RIGHT-OF-WAY DEDICATION
TO THE CITY OF FRISCO, TEXAS
DOC. NO. 2004-0099654
O.P.R.R.P.C.C.T.
RIGHT-OF-WAY DEDICATION
TO THE CITY OF FRISCO, TEXAS
DOC. NO. 2004-0080235
O.P.R.R.P.C.C.T.
RIGHT-OF-WAY
DEDICATION
TO THE CITY OF
FRISCO, TEXAS
DOC. NO. 95-0087225
O.P.R.R.P.C.C.T.
RIGHT-OF-WAY DEDICATION
CAB. P, PAGE 387
P.R.C.C.T.
RIGHT-OF-WAY DEDICATION
INSTR. NO. 20110128010000220
O.P.R.C.C.T.
RIGHT-OF-WAY DEDICATION
TO CITY OF FRISCO
CAB. L, PAGE 451
P.R.C.C.T.
10' UTILITY EASEMENT
DOC. NO. 2003-0228745
O.P.R.R.P.C.C.T.
10' GAS ESMT.
INSTR. NO. 20060612010002490
O.P.R.C.C.T.
15' SANITARY SEWER ESMT.
CAB. L, PAGE 451
P.R.C.C.T.
15' SANITARY SEWER EASEMENT
CAB. P, PAGE 387
P.R.C.C.T.
15' SANITARY SEWER EASEMENT
DOC. NO. 93-0086990
O.P.R.R.P.C.C.T.
15' SANITARY SEWER EASEMENT
CAB. P, PAGE 387
P.R.C.C.T.
15' SANITARY SEWER EASEMENT
DOC. NO. 2003-0239193
O.P.R.R.P.C.C.T.
24' FIRELANE & ACCESS EASEMENT
CAB. J, PAGE 941
P.R.C.C.T.
WATER EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
10'X15' WATER EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
METER EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
24' FIRELANE, DRAINAGE,
ACCESS AND UTILITY EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
10' STREET EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
EAST-WEST ACCESS EASEMENT
DOC. NO. 2003-0239191
O.P.R.R.P.C.C.T.
ACCESS EASEMENT
DOC. NO. 2003-0239192
O.P.R.R.P.C.C.T.
24' FIRELANE, ACCESS
AND UTILITY EASEMENT
(TEXT LABEL IS PER RECORDED PLAT,
ACTUAL WIDTH DEDICATED BY PLAT IS 12')
CAB. P, PAGE 387
P.R.C.C.T.
ONCOR ELECTRIC
DELIVERY EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.
EAST-WEST ACCESS EASMENT
DOC. NO. 2003-0239191
O.P.R.R.P.C.C.T.
ACCESS EASEMENT
DOC. NO. 2003-0239192
O.P.R.R.P.C.C.T.
12' FIRELANE, ACCESS
AND UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
10' X 15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
24' FIRELANE, ACCESS
AND UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
10' TXU EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
5' UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
10' X 16' DRAINAGE EASEMENT
CAB. P, PAGE 387
P.R.C.C.T.
DRAINAGE AND
DETENTION EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
10' X 10' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
TXU EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
DRAINAGE AND UTILITY EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.
DRAINAGE & DETENTION EASEMENT
INSTR. NO. 20110701010001210
O.P.R.C.C.T.
VISIBILITY, ACCESS, &
MAINTENANCE EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.
OLD LOT LINE & CURRENT DEED LINE
OLD LOT LINE
10' X 15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.
Δ= 28°57'18"
R= 420.00'
T= 108.44'
L= 212.25'
CL= 210.00'
CB= N 75°00'49" E
Δ= 31°37'30"
R= 480.00'
T= 135.94'
L= 264.94'
CL= 261.59'
CB= N 75°42'09" E
Δ= 28°57'18"
R= 480.00'
T= 123.94'
L= 242.57'
CL= 240.00'
CB= N 75°00'52" E
Δ= 31°37'30"
R= 420.00'
T= 118.95'
L= 231.82'
CL= 228.89'
CB= S 75°42'09" W
Δ= 03°35'46"
R= 990.00'
T= 31.08'
L= 62.13'
CL= 62.12'
CB= S 15°32'10" E
Δ= 13°31'01"
R= 1000.00'
T= 118.51'
L= 285.92'
CL= 235.37'
CB= S 06°50'27" E
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.35'
CB= N 85°02'23" W
Δ= 45°21'20"
R= 416.06'
T= 173.85'
L= 329.35'
CL= 320.82'
CB= N 66°55'36" E
Δ= 45°21'20"
R= 366.06'
T= 152.96'
L= 289.77'
CL= 282.27'
CB= S 66°55'36" W
Δ= 45°14'34"
R= 433.73'
T= 180.73'
L= 342.49'
CL= 333.66'
CB= N 66°52'14" E
Δ= 37°32'07"
R= 483.73'
T= 164.37'
L= 316.90'
CL= 311.26'
CB= S 63°01'01" W
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.35'
CB= S 85°09'08" E
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.35'
CB= S 85°09'08" E
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.35'
CB= N 84°14'55" E
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.35'
CB= N 84°14'55" E
Δ= 10°42'42"
R= 430.42'
T= 40.35'
L= 80.47'
CL= 80.
CB= S
Δ= 10°4
R= 430.
T= 40.3
L= 80.4
CL= 80.
CB= S
Δ= 07°4
R= 483.
T= 32.5
L= 65.0
CL= 65.
CB= S
N89°30'31"E 496.31'
N01°16'29"W 161.20'
N40°57'29"W 52.02'
N00°33'29"W 27.07'
N00°47'47"W 29.46'
N41°09'44"E 54.12'
N89°53'24"W 63.80'
S81°20'42"W 84.55'
S88°36'28"E 366.29'
S89°30'37"E 99.76'
S88°29'06"E 116.64'
N89°30'37"W 87.05'
N25°39'07"E 79.75'
S25°15'33"W 32.61'
N88°29'06"W 90.00'
N25°39'07"E 33.04'
S24°38'10"W 264.29'
N59°53'24"E 40.21'
S59°53'24"W 40.89'
S89°29'31"W 132.36'
N89°29'31"E 312.63'
N89°29'31"E 312.11'
N89°29'31"E 448.86'
N89°29'31"E 226.88'
N89°29'31"E 200.37'
S89°29'31"W 252.76'
N89°29'31"E 252.76'
S89°55'03"W 98.00'
N89°55'03"E 350.00'
S89°55'03"W 252.00'
S00°30'29"E 245.00'
S00°16'15"E 229.12'
S00°04'57"E 231.00'
S00°04'57"E 13.39'
S00°04'57"E 334.45'
S00°04'56"W 105.00'
S00°04'57"E 11.07'
S44°42'13"W 35.50'
S89°29'31"W 65.27'
S89°29'31"W 25.00'
N89°29'31"E 25.00'
N89°29'31"E 99.70'
S00°05'01"W 363.23'
S00°05'01"W 754.54'
S00°05'01"W 56.98'
S00°05'01"W 168.73'
S00°05'01"W 184.05'
S00°05'01"W 167.33'
S00°05'01"W 247.61'
S00°05'01"W 261.00'
S00°05'01"W 194.64'
S00°05'01"W 162.86'
S00°05'01"W 209.76'
S00°05'01"W 130.04'
S00°05'01"W 140.67'
S00°05'01"W 59.75'
S00°05'01"W 168.73'
S00°05'01"W 340.67'
S00°05'01"W 53.35'
S00°05'01"W 39.96'
S00°05'01"W 11.62'
S00°05'01"W 328.81'
S00°05'01"W 37.59'
S00°05'01"W 323.30'
S00°05'01"W 76.60'
S00°05'01"W 39.01'
S00°05'01"W 198.56'
S00°05'01"W 198.56'
S00°05'01"W 100.50'
S00°05'01"W 40.00'
S00°05'01"W 248.39'
S00°21'08"E 209.76'
S00°21'08"E 162.86'
S00°21'08"E 194.64'
S00°21'08"E 130.04'
S00°21'08"E 140.67'
S00°21'08"E 59.75'
S00°21'08"E 168.73'
S00°21'08"E 340.67'
N00°05'01"E 11.62'
N00°05'01"E 328.81'
N00°05'01"E 56.98'
N00°05'01"E 168.73'
N00°05'01"E 53.35'
N00°05'01"E 39.96'
N00°05'01"E 90.57'
N00°05'01"E 23.24'
N00°11'58"W 42.67'
N00°11'58"W 40.00'
N00°21'08"W 54.49'
N00°21'08"W 24.82'
N00°30'25"E 90.19'
N00°38'02"E 126.33'
N00°38'02"E 209.17'
N00°36'33"W 162.86'
N04°16'04"W 43.51'
N04°16'04"W 134.08'
N20°42'30"E 53.39'
N45°22'26"W 35.34'
N05°54'35"W 100.50'
N89°54'59"W 288.34'
N89°54'59"W 284.46'
N89°54'59"W 285.04'
N89°36'16"E 44.18'
N89°36'16"E 53.83'
N89°36'16"E 98.44'
S89°54'59"E 288.34'
S89°54'59"E 284.46'
S89°54'59"E 285.04'
S89°36'16"W 323.30'
S89°36'16"W 37.59'
S89°36'16"W 39.01'
S89°36'16"W 76.60'
S89°38'52"W 276.43'
S89°38'52"E 276.43'
S88°33'58"W 326.96'
S88°33'58"W 118.79'
S45°45'04"W 10.82'
S45°45'04"E 10.82'
S44°14'56"W 50.00'
N44°14'56"E 50.00'
N45°45'04"W 10.82'
1/2" SIR W/"HALFF" CAP AND 5/8" FIR W/ "POGUE ENG & DEV" CAP BEARS S64°33'53"E, 0.29'
5/8" FIR W/ *J. E. SMITH RPLS 3700* CAP
5/8" FIR W/ *PBS & J* CAP
5/8" FIR W/ *POGUE ENG & DEV* CAP
5/8" FIR W/ *POGUE ENG & DEV* CAP (CM)
5/8" FIR W/ *POGUE ENG & DEV* CAP
5/8" FIR W/ *POGUE ENG & DEV* CAP
5/8" FIR W/ *POGUE ENG & DEV* CAP

THERE ARE NO EXISTING PROTECTED TREES ON THE SITE.

JOHN HICKMAN PARKWAY
(FUTURE IMPROVEMENTS SHOWN)
(60' WIDE-R.O.W.)

PRESTON RD
(VARIABLE WIDTH R.O.W.)

PRESTMONT PLACE

OHIO DRIVE

EXISTING

PROPOSED LOT 2R, BLOCK B
6.49 AC / 282,568 SF
REQUESTED USE:
BIG BOX RETAIL
ONE STORY
71,680 SF BUILDING

PROPOSED LOT 5R, BLOCK B
1.20 AC / 52,270 SF
ONE STORY
8,000 SF BUILDING

PROPOSED LOT 6R, BLOCK B
1.22 AC / 52,999 SF
ONE STORY
4,480 SF BUILDING

PROPOSED LOT 7R, BLOCK B
1.12 AC / 48,651 SF
ONE STORY
3,750 SF BUILDING

PROPOSED LOT 9, BLOCK B
0.96 AC / 41,913 SF
ONE STORY
3,400 SF BUILDING

PROPOSED LOT 8R, BLOCK B
2.38 AC / 103,840 SF
ONE STORY
14,560 SF BUILDING

PROPOSED LOT 10, BLOCK B
3.25 AC / 141,506 SF
ONE STORY
22,100 SF BUILDING

LOT 1, BLOCK C
LOTS 1, 2, 3, BLOCK B
AND LOT 1, BLOCK C
PRESTMONT CENTER
CAB. P, PAGE 387
P.R.C.C.T.

LOT 1, BLOCK A
PRIMROSE AT PRESTMONT
PLACE ADDITION
CAB. J, PG.941
O.P.R.C.C.T.

LOT 1, BLOCK B
PRESTMONT CENTER
INSTR. NO. 20090828010002240
O.P.R.C.C.T.

LOT 2, BLOCK A
PRESTMONT CENTER
CAB. L, PAGE 451
P.R.C.C.T.

LOT 3R, BLOCK A
PRESTMONT CENTER
BLOCK A LOTS 3R, & 5,
INSTR. NO. 20060120100002490
O.P.R.C.C.T.

PRESTON RD. COMPADRES, LTD.
DOC. NO. 92-0075014
O.P.R.R.P.C.C.T.

UNIMPROVED ROAD TO BE RENAMED
DOME PINE OTHER THAN JOHN HICKMAN

30' DRAINAGE EASEMENT
DOC. NO. 20010099655
O.P.R.R.P.C.C.T.

R.O.W. DEDICATION
FOR JOHN HICKMAN

PROPOSED
RELOCATED
MEDIAN OPENING

FUTURE 25'x25'
CORNER CLIP

PROPOSED
MEDIAN
OPENING

PROPOSED VAM ESMT.

PROP. WATER EASEMENT

10' SANITARY SEWER EASEMENT
DOC. NO. 93-0086990
O.P.R.R.P.C.C.T.

15' SANITARY SEWER EASEMENT
CAB. P, PAGE 387
P.R.C.C.T.

5' SIDEWALK W/ BARRIER FREE RAMPS

6' MASONRY SCREEN WALL ON PIERS

TRUCK COURT

TRASH COMPACTOR

WATER EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.

24' FIRELANE, DRAINAGE, ACCESS AND UTILITY EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.

ONCOR ELECTRIC DELIVERY EASEMENT
INSTR. NO. 20090828010002240
O.P.R.C.C.T.

EAST-WEST ACCESS EASEMENT
DOC. NO. 2003-0239191
O.P.R.R.P.C.C.T.

24' FIRELANE, ACCESS AND UTILITY EASEMENT
CAB. P, PAGE 387
P.R.C.C.T.

24' FIRELANE, ACCESS AND UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

5' UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

10' TXU EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

DRAINAGE AND DETENTION EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

5' UTILITY EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

15' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

10' X 10' WATER EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

TXU EASEMENT
INSTR. NO. 20061017010004520
O.P.R.C.C.T.

PROPOSED 15' DRAINAGE EASEMENT

PROPOSED DRAINAGE AND DETENTION EASEMENT

PROPOSED 40' DRAINAGE EASEMENT

24' ACCESS AND UTILITY EASEMENT

PROP. SANITARY SEWER EASEMENT

10' UTILITY EASEMENT
DOC. NO. 2003-0228745
O.P.R.R.P.C.C.T.

24' FIRE LANE, ACCESS & UTILITY EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.

10' WATER EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.

VISIBILITY, ACCESS & MAINTENANCE EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.

DRAINAGE AND UTILITY EASEMENT
INSTR. NO. 20110128010000220
O.P.R.C.C.T.

RIGHT-OF-WAY DEDICATION
(DOC. NO. 20110128010000220)
O.P.R.C.C.T.

ZONING: C-1
USE: SCHOOL

ZONING: C-1
USE: OFFICE

ZONING: C-1
USE: RETAIL

ZONING: C-1
USE: VACANT

ZONING: C-1
USE: RESTAURANT

ZONING: C-1
USE: BANK

TRASH COMPACTOR
(RECYCLING FACILITIES
TO BE LOCATED INSIDE)

MIN. 15' PEDESTRIAN WALK WITH FACADE TREES AT 30' O.C.
(TREE WELLS NOT SHOWN FOR CLARITY)

MIN. 15' PEDESTRIAN WALK WITH FACADE TREES AT 30' O.C.
(TREE WELLS NOT SHOWN FOR CLARITY)

ORDER BOARD

6' MASONRY TRASH ENCLOSURE

ESCAPE LANE

REMOVE EXISTING DRIVEWAY

SIDEWALK W/ BARRIER FREE RAMPS

LOADING AREA

FDC

PROP. WATER EASEMENT

PROPOSED DRAINAGE AND DETENTION EASEMENT

PROP. SANITARY SEWER EASEMENT

24' ACCESS AND UTILITY EASEMENT

PROPOSED 40' DRAINAGE EASEMENT

5' SIDEWALK W/ BARRIER FREE RAMPS

PRESTMONT PLACE

JOHN HICKMAN PKWY

SITE

LEGENDARY DR

LEBANON RD

HACIENDA TRAIL

DUNN DR

PRESTMONT PL

WARREN PKWY

PRESTON RD

LOCATION MAP
N.T.S.

N

0 30 60 90 120

SCALE: 1"=60'

GENERAL NOTES:

1. 18' DEEP PARKING STALLS TO HAVE 2' UNOBSTRUCTED OVERHANGS.
2. NO FLOODPLAIN EXISTS ON THE SITE.
3. INTERIOR FIRE LANE RADII ARE 20' UNLESS OTHERWISE MARKED.
4. THERE ARE NO EXISTING PROTECTED TREES ONSITE.
5. ALL BUILDINGS OVER 5,000 SF MUST BE SPRINKLERED.

LEGEND:

Ex F/O	FIBER OPTIC
Ex TEL	TELEPHONE LINE
Not Gas Main	GAS LINE
Ex 12"SS	SANITARY SEWER
Ex OHE	EXISTING OVERHEAD ELECTRIC
Ex 48"W	EXISTING WATER LINE
	STORM SEWER
455	MAJOR CONTOUR LINE
454	MINOR CONTOUR LINE
460	EXISTING MAJOR CONTOUR LINE
461	EXISTING MINOR CONTOUR LINE
	PROPERTY LINE
	EASEMENT LINE
	ASPHALT
PP	POWER POLE
	SANITARY SEWER MANHOLE
WV	WATER VALVE
FH	FIRE HYDRANT
WM	WATER METER
	PROPOSED FIRE LANE, UTILITY, AND ACCESS EASEMENT
20' B.S. LINE	BUILDING SETBACK LINE
	STAMPED CONCRETE PAVEMENT TO MATCH EX LOT 4

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.

SITE DATA SUMMARY TABLE

ITEM	LOT 2R	LOT 5R	LOT 6R	LOT 7R	LOT 8R	LOT 9	LOT 10	TOTAL
ZONING	C-1 W/ PENDING SUP	C-1	C-1	C-1	C-1	C-1	C-1	C-1
PROPOSED USE	BIG BOX RETAIL	RESTAURANT	REST. W/ DRIVE THRU	REST. W/ DRIVE THRU	RETAIL	REST. W/ DRIVE THRU	RETAIL	-
LOT AREA (SF/AC)	282,569/6.49	52,270/1.20	52,998/1.22	48,651/1.12	103,840/2.38	41,913/0.96	141,506/3.25/0.96	671,477/15.41
BUILDING AREA (SF)	71,680	8,000	4,480	3,750	14,560	3,400	22,800	128,670
BUILDING HEIGHT (FT)	40' MAX	30' MAX	30' MAX	30' MAX	30' MAX	30' MAX	36' MAX	-
LOT COVERAGE	26% (MAX 60%)	15% (MAX 60%)	8% (MAX 60%)	8% (MAX 60%)	14% (MAX 60%)	8% (MAX 60%)	16% (MAX 60%)	18% (60% MAX)
FLOOR AREA RATIO	0.26 : 1 (MAX 0.6 : 1)	0.15 : 1 (MAX 0.6 : 1)	0.08 : 1 (MAX 0.6 : 1)	0.08 : 1 (MAX 0.6 : 1)	0.14 : 1 (MAX 0.6 : 1)	0.08 : 1 (MAX 0.6 : 1)	0.16 : 1 (MAX 0.6 : 1)	0.18 : 1 (0.6 : 1 MAX)
TOTAL PARKING REQUIRED	1/250 SF = 287	1/100 SF = 80	1/100 SF = 45	1/100 SF = 38	1/200 SF = 73	1/100 SF = 34	1/200 SF = 114	592
TOTAL PARKING PROVIDED	329	80	47	38	137	42	143	816
INTERIOR LANDSCAPING REQUIRED (SF)	333 x 15 =4,9995	80 x 15 = 1200	47 x 15 = 715	38 x 15 = 570	137 x 15 = 2,055	42 x 15 = 630	42 x 15 = 2,130	11,085
INTERIOR LANDSCAPING PROVIDED (SF)	5,140	1,294	760	605	2,390	836	2,221	13,246
IMPERVIOUS AREA (SF)	253,332	41,648	42,368	33,321	80,310	27,352	87,448	565,779
USABLE OPEN SPACE REQUIRED	7%	7%	7%	7%	7%	7%	7%	7%
USABLE OPEN SPACE PROVIDED	7%	8%	7%	8%	7%	7%	7%	7%

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

PROJECT: SUP12-0001
EXHIBIT B
ACADEMY SPORTS + OUTDOORS
PRESTMONT CENTER
BLOCK B, LOT 2R
6.49 ACRES LOCATED IN THE
MARY BROWN SURVEY, ABSTRACT NO. 42
FRISCO, COLLIN COUNTY, TEXAS

OWNER	OWNER	OWNER	APPLICANT	ENGINEER/SURVEYOR
DREIG-CAMBRIA,LLC P.O. BOX 703575 DALLAS, TX 75370 CONTACT: MARIUS MEINTJES (972) 377-2625	LEBANON JOINT VENTURE 3525 TURTLE CREEK BLVD PENTHOUSE A DALLAS, TX 75219 CONTACT: PAT PATTERSON (972) 858-3433	SHULA NETZER, TRUSTEE 16950 DALLAS PARKWAY SUITE 120 DALLAS, TX 75248 CONTACT: SHULA NETZER (972) 732-9000	WANAMAKER FRISCO ONE, L.P. 3120 ROGERDALE, SUITE 150 HOUSTON, TX 77042 CONTACT: PIETER KESSELS (972) 569-7353	HALFF ASSOCIATES, INC. 3803 PARKWOOD BLVD. SUITE 800 FRISCO, TX 75034 CONTACT: GRAHAM MOORE, PE (214) 618-4570

ACADEMY SPORTS + OUTDOORS
FRISCO, TEXAS

HALFF
3803 PARKWOOD BLVD, SUITE 800
FRISCO, TEXAS 75034
TEL: (214) 618-4570
FAX: (214) 618-4574

No.	Revision Date	Description

PRELIMINARY
FOR INTERIM REVIEW

THESE DOCUMENTS ARE FOR REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

RUSTY R. GLOVER
NAME

DATE

TBPE FIRM #F-312

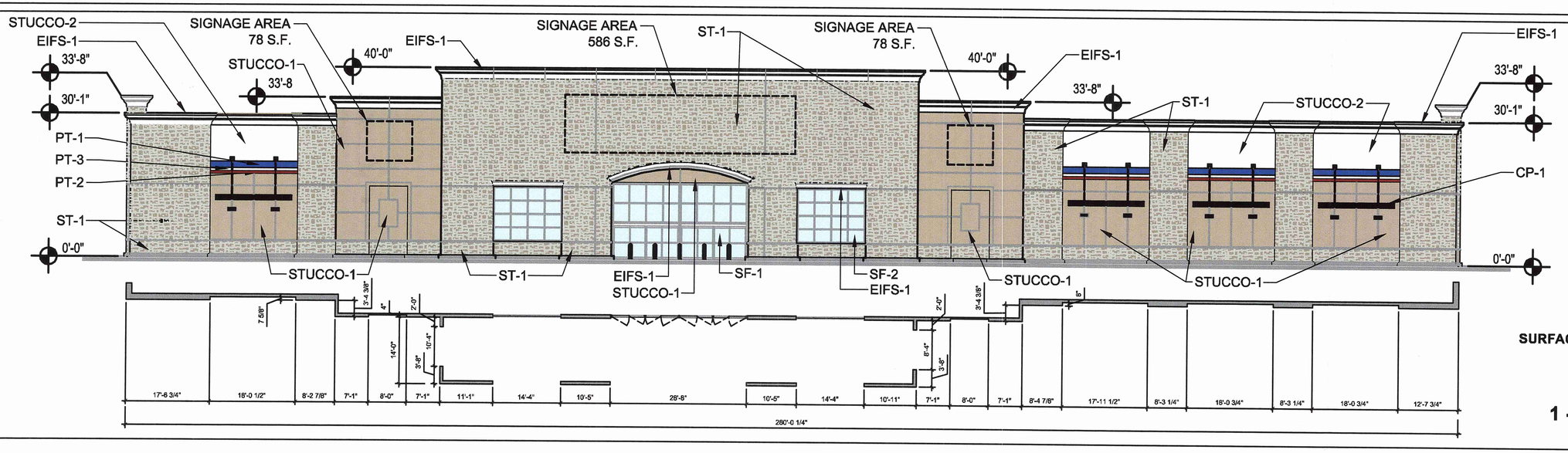
Packet Page -522-

Project No.:	28556
Issued:	01/31/2012
Drawn By:	CAD
Checked By:	RRG
Scale:	AS NOTED

Sheet Title
EXHIBIT B

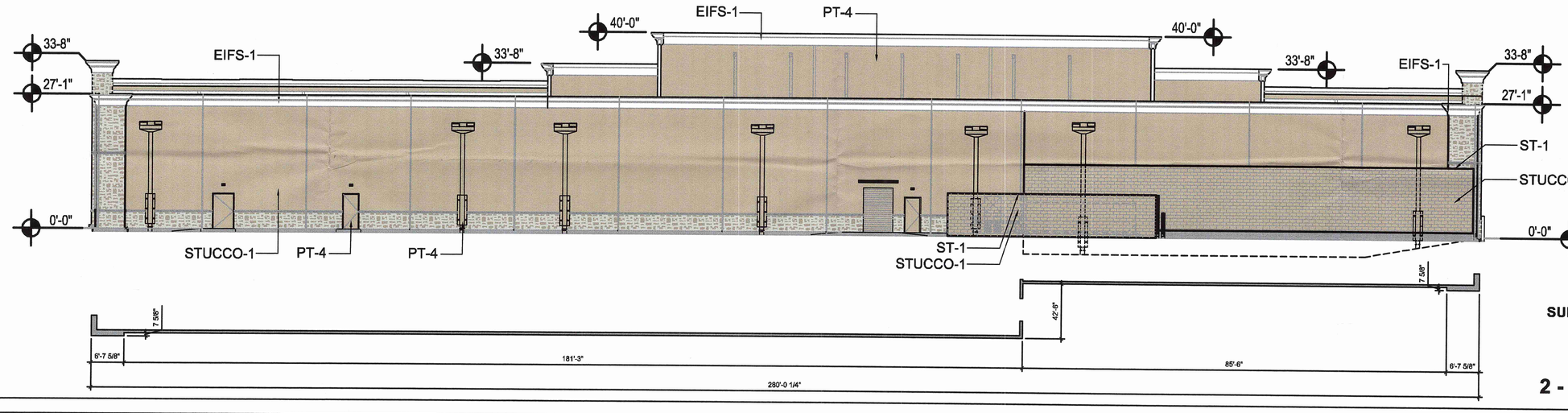
EX-B
Sheet Number

2/7/2012 5:13:12 PM ah1820 I:\28000s\28556\CAD\Sheets\SUP Exhibit B.dgn Design PDF_2D_MON_FW_300.plt



SURFACE AREA - 10,546 SQFT
STONE - 52.1%
STUCCO - 35.2%
EIFS - 12.7 %

1 - FRONT / WEST ELEVATION



SURFACE AREA - 8,105 SQFT
STONE - 15%
STUCCO - 75.6%
EIFS - 9.4 %

2 - EAST ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTIONS

PT-1	SW CM ACADEMY BLUE
PT-2	SW2911 POMPEII RED
PT-3	SW7005 PURE WHITE
PT-4	SW CM SANDLEWOOD

CORNICE & TRIM

EIFS-1	ALABASTER

STONE

ST-1	COOPER NATURAL THIN STONE - DIMENSIONAL ASHLAR - ANTIQUE

WALLS

STUCCO-1	COLONIAL TAN
STUCCO-2	ALABASTER

GLAZING SYSTEMS

SF-1	ALUMINUM AND GLASS STOREFRONT SYSTEM
SF-2	ALUMINUM AND GLASS WINDOW SYSTEM

CANOPY

CP-1	ALUMINUM CANOPY - DARK BRONZE

FACADE PLAN NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE COMPREHENSIVE ZONING ORDINANCE
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

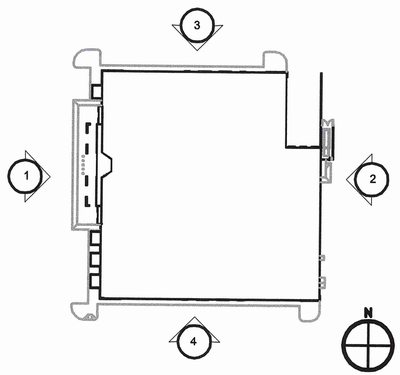
ARCHITECT
LEVINSON ALCOSER ASSOCIATES, L.P.
1177 WEST LOOP SOUTH,
SUITE 900
HOUSTON, TX 77027-9006
ATTN: CARL E. PENLAND, A.I.A.

OWNER
DREIG-CAMBRIA, LLC
P.O. BOX 703575
DALLAS, TX 75370
ATTN: MARIUS MEINTJES

APPLICANT
WANAMAKER FRISCO ONE, LP
3120 ROGERDALE, SUITE 150
HOUSTON, TX 77042
ATTN: TOM LILE

SURVEYOR
HALFF ASSOCIATES, INC.
3803 PARKWOOD BLVD.,
SUITE 800
FRISCO, TX 75034
ATTN: RUSTY GLOVER

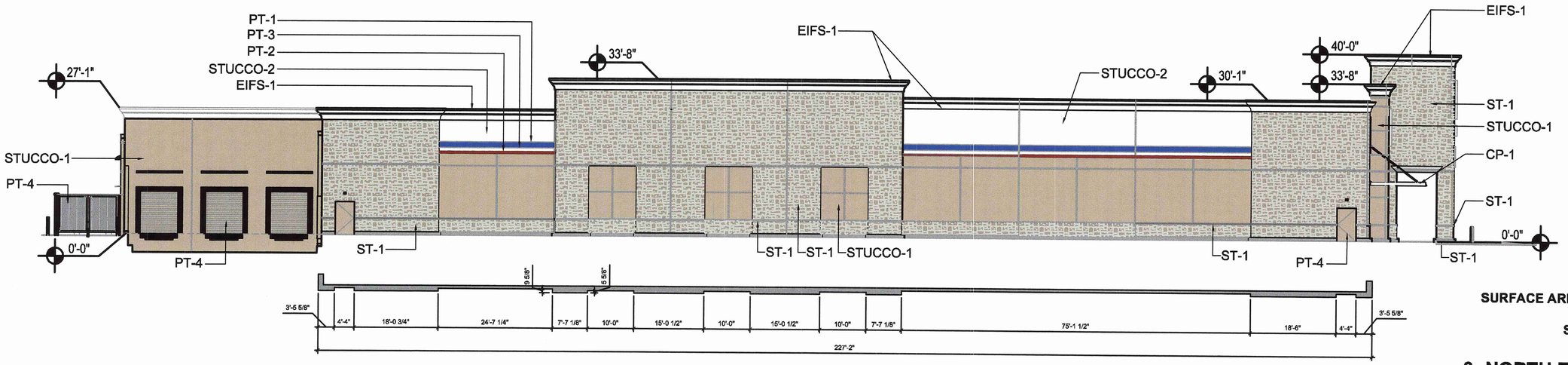
KEY PLAN



Academy
SPORTS + OUTDOORS

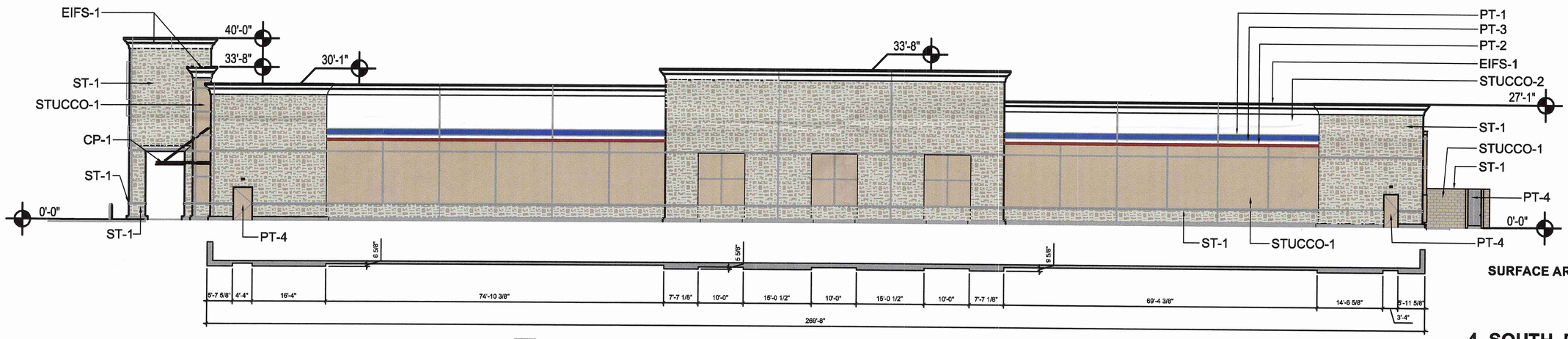
PROPOSED FACADE PLAN
SCALE - 3/32" = 1'-0"
1/27/12
BLOCK B, LOT 2R
MARY BROWN SURVEY, ABSTRACT NO. 42
FRISCO, COLLIN COUNTY, TEXAS
1 OF 2

SUP 12 -0001
RSPCP 12 -0001



SURFACE AREA - 8,827 SQFT
STONE - 39.1%
STUCCO - 51.3%
EIFS - 9.6 %

3- NORTH ELEVATION



SURFACE AREA - 8,738 SQFT
STONE - 44.7%
STUCCO - 43%
EIFS - 12.3 %

4- SOUTH ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTIONS

PT-1	SW CM ACADEMY BLUE
PT-2	SW2911 POMPEII RED
PT-3	SW7005 PURE WHITE
PT-4	SW CM SANDLEWOOD

CORNICE & TRIM

EIFS-1	ALABASTER

STONE

ST-1	COOPER NATURAL THIN STONE - DIMENSIONAL ASHLAR - ANTIQUE

WALLS

STUCCO-1	COLONIAL TAN
STUCCO-2	ALABASTER

GLAZING SYSTEMS

SF-1	ALUMINUM AND GLASS STOREFRONT SYSTEM
SF-2	ALUMINUM AND GLASS WINDOW SYSTEM

CANOPY

CP-1	ALUMINUM CANOPY - DARK BRONZE

FACADE PLAN NOTES

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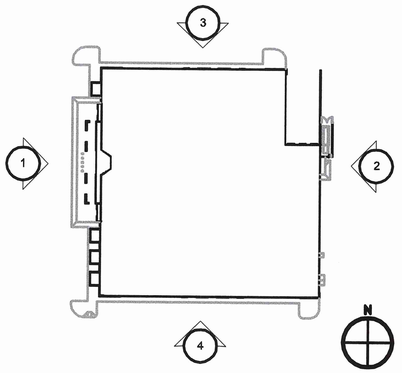
ARCHITECT
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1177 WEST LOOP SOUTH,
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HOUSTON, TX 77027-9006
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APPLICANT
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3120 ROGERDALE, SUITE 150
HOUSTON, TX 77042
ATTN: TOM LILE

SURVEYOR
HALFF ASSOCIATES, INC.
3803 PARKWOOD BLVD.,
SUITE 800
FRISCO, TX 75034
ATTN: RUSTY GLOVER

KEY PLAN



Academy
SPORTS + OUTDOORS

PROPOSED FACADE PLAN
SCALE - 3/32" = 1'-0"
1/27/12
BLOCK B, LOT 2R
MARY BROWN SURVEY, ABSTRACT NO. 42
FRISCO, COLLIN COUNTY, TEXAS
2 OF 2

SUP 12 -0001
RSPCP 12 -0001

AGENDA ITEM #33.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

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

Date: **2/21/2012**

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

Action Requested: Hold the public hearing and receive any comments regarding the proposed annexation.

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

Board Review/Citizen Input: On February 7, 2012, the City Council approved a resolution setting the public hearing dates. The second public hearing will be held on Tuesday, March 20, 2012.

Alternatives: Not applicable.

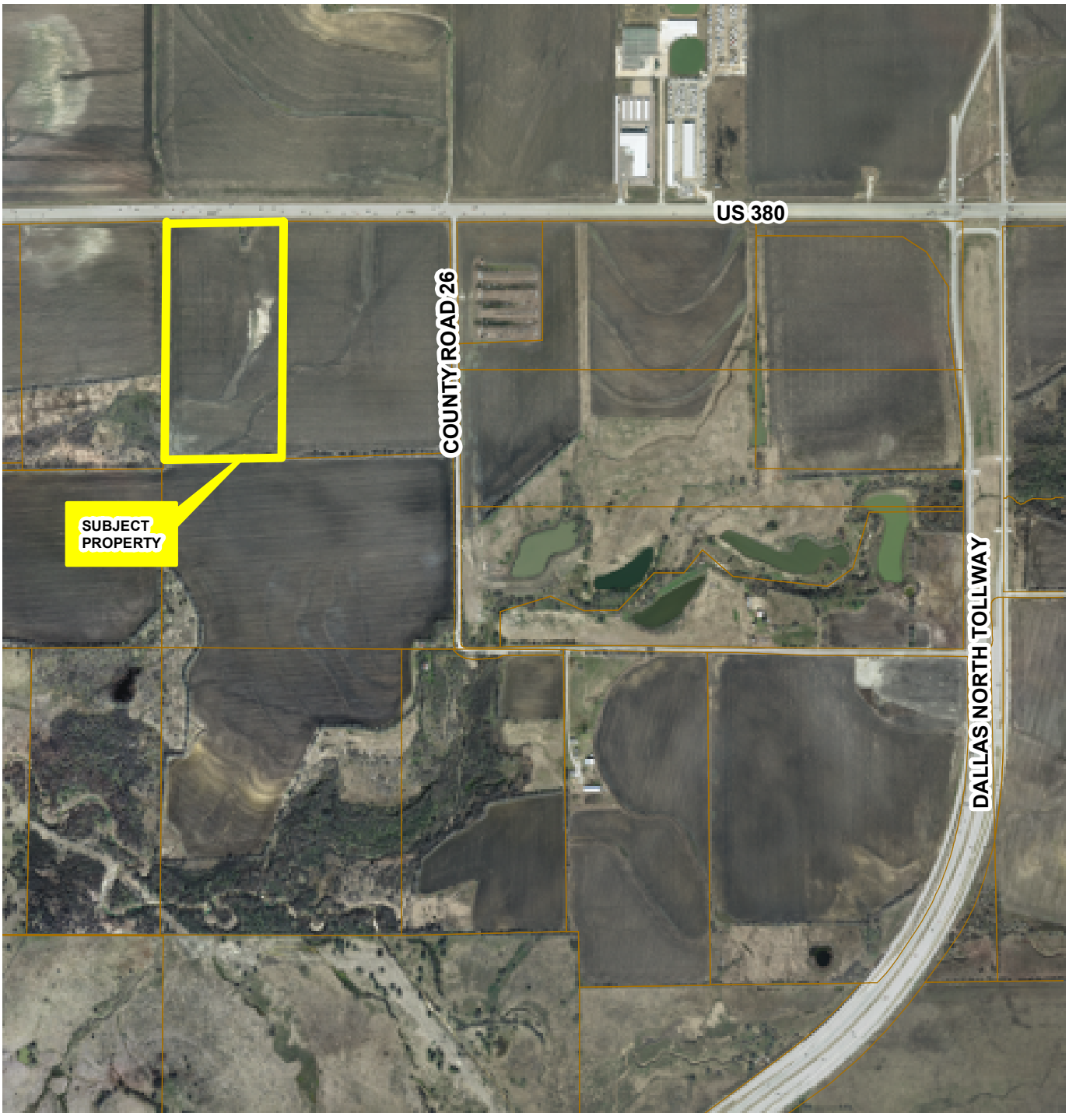
Financial Considerations: Not applicable.

Legal Review: The City Attorney's Office will prepare the annexation ordinance if that is the City Council's direction.

Supporting Documents:
- Locator Map

Staff Recommendation: That the City Council hold the public hearing and receive any comments on the proposed annexation.

A12-0002
Collin County School Survey
ABST No 147



AGENDA ITEM #34.

FRISCO
PROGRESS IN MOTION

Development Services Department
City of Frisco, Texas

Memorandum

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

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

From: **Ross Culbertson, Planner**

Date: **2/22/2012**

Agenda Caption: Consider and act upon adoption of a Resolution authorizing the City Manager to execute a Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd. for Stonewater Crossing, Phases 1 & 2, and the construction of Witt Road Water Line Improvements. DA11-0003.

Action Requested: City Council consideration and approval of a Resolution authorizing the City Manager to execute a Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd., for Stonewater Crossing Phases 1 & 2 and the construction of Witt Road Water Line Improvements.

Background Information: Papagolos Development Properties Ltd., ("Developer"), has requested the City enter into a Developer's Impact Fee Agreement, ("Agreement"), for the collection of impact fees for single family lots within the 71.9581-acre residential development of Stonewater Crossing, Phases 1 & 2. Exhibit "B" Impact Fee Schedule (*graphic*) subdivides the overall property into four quadrants.

The Agreement establishes a per lot assessment with the following impact fee values:

Tract A ("Tract A Impact Fees")	**Tract B** ("Tract B Impact Fees")
$1,911.00 water	$388.00 water
$1,553.00 sanitary sewer	$523.00 sanitary sewer
$2,469.00 thoroughfare	$0 thoroughfare

Tract A reflects current development fees assessed at sixty (60) percent of the maximum allowed per the current Impact Fee Ordinance No. 05-07-53. The Agreement also documents that the lots within Tract A are contained within a pending "Impact Fee Settlement Agreement" for Lone Star Ranch properties which has not been executed.

Tract B reflects previously agreed to fees between the Developer and the City. A prior Development Agreement for a tract originally named "Birmingham Estates Addition" (now Tract B) was proposed by the Developer in November of 2005 but never executed. The City agrees to honor the impact fee values determined by the prior 2005 submittal which did not include thoroughfare fees as this property was outside of Frisco's improvement district boundary per the then impact fee ordinance.

The Developer has, at his sole cost and actual expense of $77,891.10, constructed a 12-inch water line along Witt Road, ("Water Line Improvements") to serve the capacity need for future development, see Exhibits "C" and "D". The actual construction costs were submitted to the Director of Engineering Services on October 4, 2011 and approved by the Director on November 9, 2011. Since the Water Line Improvement is identified within the City's CIP, Water Impact Fee Credits will be given to the Tract A, Phase 1 lots for which permits have been issued, yet have not been collected.

The Agreement indemnifies the City and provides terms for either party to initiate a process for terminating the Agreement if the other party does not abide by the terms of the agreement.

Board Review/Citizen Input: Not applicable.

Alternatives: City Council may:

- Approve the Resolution authorizing the City Manager to execute the Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties Ltd.;
- Deny the Resolution;
- Amend the Resolution; or
- Table the Resolution.

Financial Considerations: See Developer's Impact Fee Agreement, Exhibit "B" – Impact Fee Schedule, pages 22 and 23. See Exhibit "D" – Water Line Improvements Construction Costs, page 27.

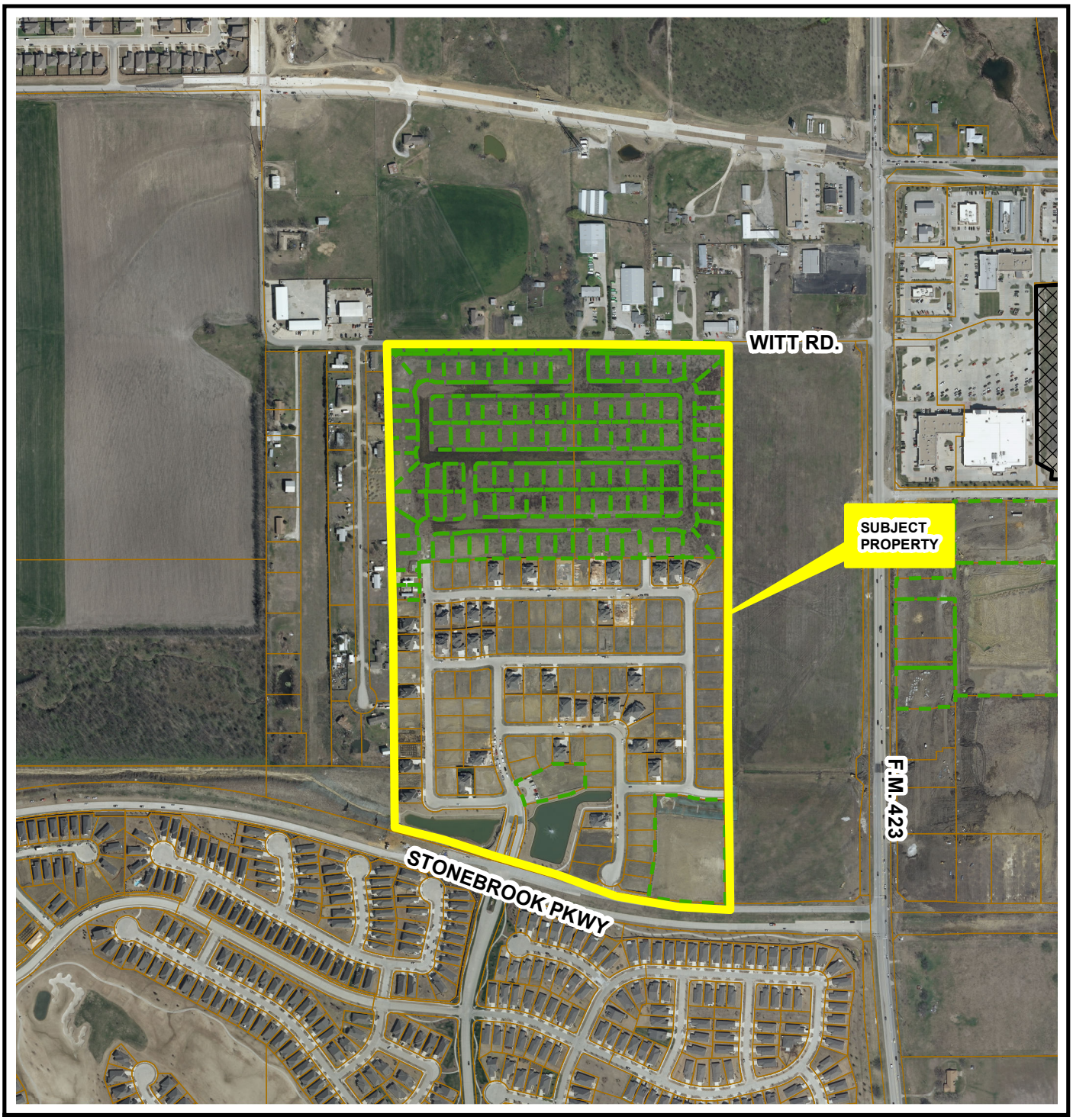
Legal Review: The City Attorney's Office has reviewed and approved the Developer's Impact Fee Agreement as to form.

Supporting Documents:

- Locator Map.
- Copy of Resolution.
- Copy of Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd.

Staff Recommendation: Staff recommends City Council approve a Resolution authorizing the City Manager to execute the Developer's Impact Fee Agreement by and between the City of Frisco and Papagolos Development Properties, Ltd., for Stonewater Crossing Phases 1 & 2, and the construction of Witt Road Water Line Improvements.

DA11-0003
Stonewater Crossing
Developer's Impact Fee Agreement



IMPACT FEE AGREEMENT
BETWEEN PAPAGOLOS DEVELOPMENT PROPERTIES, LTD.
AND THE CITY OF FRISCO, TEXAS
(Stonewater Crossing)

THIS IMPACT FEE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2012 ("Effective Date of the Agreement"), by and between the City of Frisco, Texas, a Texas home-rule municipal corporation ("**Frisco**"), and Papagolos Properties, Ltd., a Texas limited partnership ("**Developer**"). Frisco and Developer are individually and collectively referred to herein as "party" or "parties".

WHEREAS, Developer acquired that certain tract of land situated in the City of Frisco, Denton County, Texas, containing 71.958± acres, being part of the M.E.P. and P.R.R. Survey, Abstract No. 919 and the A. Sparks Survey, Abstract No. 1491, as more particularly described in *Exhibit "A"*, attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, Developer desires to fulfill its obligation to pay water, sanitary sewer and thoroughfare impact fees ("Impact Fees") on the Property as prescribed 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 amended (individually and collectively, "Impact Fee Ordinance") subject to the terms and provisions hereof; and

WHEREAS, Developer and Frisco agree that Developer may fulfill its obligation to pay the Impact Fees in the manner set forth herein; and

WHEREAS, Developer constructed the "Water Line Improvements" (hereinafter defined) on the Property, and has requested that Frisco provide the "Water Impact Fee Credit" (hereinafter defined) to the Property since said improvements are identified on Frisco's Capital Improvements Plan ("CIP"); and

WHEREAS, Frisco and LSR Development, Inc. and various other parties (collectively, "Tomlin") entered into an Impact Fee Agreement, dated December 7, 1999 and filed for record under Clerk's File No. Volume 4550, Page 2146, Denton County Land Records, relating to the Lone Star Ranch property consisting of 3,470.2 ± acres ("Lone Star Ranch Impact Fee Agreement"), which Lone Star Ranch Impact Fee Agreement was amended on March 1, 2000 and filed for record under Clerk's File No. Volume 4565, Page 830, Denton County Land Records, and ("LSR First Amendment") to expand the property boundaries included under the Lone Star Ranch Impact Fee Agreement to 3,799.60 ± acres ("LSR Property"). The Lone Star Ranch Impact Fee Agreement and the LSR First Amendment are incorporated herein by reference (collectively, "LSR Agreement"). Developer, Frisco and others have negotiated and agreed upon that certain Impact Fee Settlement Agreement, approved by the City Council at its meeting on August 16, 2011, pursuant to Resolution No. 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) for certain parcels of property within Frisco, one of the parcels being "Tract A" (hereinafter defined) of the Property. As of the date of this Agreement, all parties to the Impact Fee Settlement Agreement

have not executed the same. Frisco and Developer hereby acknowledge and agree that the LSR Settlement Agreement, when fully executed, shall be incorporated herein by reference for all purposes and shall be included in the definition of the LSR Agreement when referred to herein; and

WHEREAS, Frisco and Developer agree that since Tract A of the Property is contained within the boundaries of the LSR Property, it shall remain subject to the LSR Agreement and any amendments thereto, including without limitation, the Impact Fee Settlement Agreement, subject to the terms and provisions hereof; 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 hereby 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 Tract A, "Tract B" (hereinafter defined), and the "Builder Lots" (hereinafter defined). For purposes of this Agreement, the Property is divided into (a) "Tract A", which contains 38.598± acres and is the portion of the Property included in the LSR Property and the subject of the LSR Agreement, and (b) "Tract B", which contains 33.3601± acres and is the portion of the Property not included within the LSR Property nor the subject of the LSR Agreement, as more particularly depicted and described in *Exhibit "A"*. Except for the existing developed lots located within the Property and acquired by builders prior to the Effective Date of the Agreement ("Builder Lots"), Developer represents that it is the sole owner of the Property.

3. **Impact Fee Amounts**. The amount of Impact Fees for each "Tract A Lot" (hereinafter defined) and "Tract B Lot" (hereinafter defined) shall be as follows:

Tract A ("Tract A Impact Fees")	**Tract B** ("Tract B Impact Fees")
$1,911.00 water	$388.00 water
$1,553.00 sanitary sewer	$523.00 sanitary sewer
$2,469.00 thoroughfare	$0 thoroughfare

4. **Payment of Tract A Impact Fees/Water Line Improvements/Actual Construction Costs/Water Impact Fee Credit**. (a) Frisco shall assess the Tract A Impact Fees on and with respect to Tract A of the Property and all lots situated in Tract A ("Tract A Lot(s)") of the Property in accordance with the schedule attached hereto as *Exhibit "B"* and incorporated herein for all purposes. Frisco and Developer agree that the Builder Lots, identified in *Exhibit "B"*, attached hereto, located in Tract A ("Tract A Builder Lots") in the portion of the Property known as "Stonewater Crossing Phase One" for which building permits have been issued prior to the Effective Date of the Agreement and for which the Tract A Impact Fees have not previously

been paid to Frisco is Two Hundred Thirteen Thousand, Five Hundred Eighty-Eight and 00/100 Dollars ($213,588.00) ("Tract A Builder Lots Impact Fees Owed"). On or before thirty (30) days after the Effective Date of the Agreement, Developer shall remit to Frisco the Tract A Builder Lots Impact Fees Owed less the Water Impact Fee Credit. With regard to all other Tract A Lots developed or to be developed within Tract A of the Property, Frisco will collect Tract A Impact Fees as set forth in *Exhibit "B"*, attached hereto, at the time each building permit is issued in accordance with the then-existing Impact Fee Ordinance for each such Tract A Lot.

(b) Developer has, at its sole cost and expense (except as provided in subparagraph (e) below) constructed a twelve inch (12") water line ("Water Line Improvements") along the north property line of the Property and continuing along Witt Road to FM 423, as generally reflected and/or depicted on *Exhibit "C"*, attached hereto and incorporated herein for all purposes.

(c) The Water Line Improvements were constructed in accordance with: (i) all applicable Frisco ordinances, rules and regulations, as they existed or were amended, (ii) the "Water and Wastewater Facilities" report, dated August 2001, and prepared and sealed by Hunter Associates, Ltd., and (iii) the "Stonewater Crossing Phase Two Construction Plans", dated May 31, 2011, and prepared and sealed by Casey Ross with Dowdey Anderson & Associates, which were approved and released for construction by Frisco's Director of Engineering, or his designee ("Director") on June 30, 2011 ("Phase Two Infrastructure and/or Improvements").

(d) The actual Water Line Improvements construction costs were Seventy-Seven Thousand, Eight Hundred Ninety-One and 10/100 Dollars ($77,891.10), as more particularly described in *Exhibit "D"*, attached hereto and incorporated herein for all purposes ("Actual Construction Costs"). The Actual Construction Costs were submitted to the Director on _October 4, 2011, and the Director approved the Actual Construction Costs on _November 9, 2011.

(e) Because the Water Line Improvements are identified on the CIP, Frisco agrees to provide a water impact fee credit ("Water Impact Fee Credit") for the Tract A Builder Lots in the amount of the Actual Construction Costs. The difference between the total Tract A Builder Lots Impact Fees Owed and the Water Impact Fee Credit is One Hundred Thirty-Five Thousand, Six Hundred Ninety-Six and 90/100 ($135,696.90) ("Developer's Tract A Builder Lots Impact Fees Owed").

(f) Prior to the Director finally accepting the Water Line Improvements and all, or any portion of, the Phase Two Infrastructure and/or Improvements: (i) Developer must comply with any and all ordinances, rules, regulations and requirements, as they exist or may be amended, for said final acceptance, (ii) Frisco must receive the Developer's Tract A Builder Lots Impact Fees Owed by the date set for the in subparagraph (a) above; and (ii) Frisco must receive the "Tract B Builder Lots Impact Fees Owed" (hereinafter defined), by the date set forth in Paragraph 6 below, said Developer's Tract A Builder Lots Impact Fees Owed and Tract B Builder Lots Impact Fees Owed totaling One Hundred Seventy-Two Thousand, One Hundred Thirty-Six and 90/100 ($172,136.90) ("Total Amount Owed Frisco").

(g) Notwithstanding anything to the contrary herein, Developer acknowledges and agrees that: (i) Frisco is relying on the accuracy of Developer's representation of the Actual Contraction Costs; and (ii) the Water Impact Fee Credit is not transferrable to any other property, regardless of whether the same is owned by Developer.

5. **LSR Agreement**. Developer acknowledges and agrees that Tract A is contained within the boundaries of the LSR Property and shall remain subject to the LSR Agreement. To the extent of any conflict between this Agreement and the LSR Agreement, the LSR Agreement shall control.

6. **Payment of Tract B Impact Fees**. Frisco shall assess the Tract B Impact Fees on and with respect to Tract B of the Property and all lots situated in Tract B ("Tract B Lot(s)") of the Property in accordance with *Exhibit "B"*, attached hereto. Frisco and Developer agree that the Builder Lots, identified on *Exhibit "B"*, attached hereto, located in Tract B ("Tract B Builder Lots") in the portion of the Property known as "Stonewater Crossing Phase One" for which building permits have been issued prior to the Effective Date of the Agreement and for which the Tract B Impact Fees have not previously been paid to Frisco is Thirty-Six Thousand, Four Hundred Forty and 00/100 Dollars ($36,440.00) ("Tract B Builder Lots Impact Fees Owed"). On or before thirty (30) days after the Effective Date of the Agreement, Developer shall remit to Frisco the Tract B Builder Lots Impact Fees Owed. With regard to all other Tract B Lots developed or to be developed within Tract B of the Property, Frisco will collect Tract B Impact Fees as set forth in *Exhibit "B"*, attached hereto, at the time a building permit is issued in accordance with the then-existing Impact Fee Ordinance for each such Tract B Lot.

7. **Default**. (a) No party shall be in default under this Agreement until written notice of the alleged failure of such party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure and the actions required to be taken to cure such failure, which required actions shall be consistent with this Agreement) and until such party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no party shall be in default under this Agreement if, within the applicable cure period, the party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure had been cured.

(b) If Developer fails to comply with the provisions of this Agreement and such failure continues after expiration of the cure period referenced above, Frisco shall have all of the following remedies, in addition to Frisco's other rights and remedies:

(i) to refuse to issue building permits for the Property; and/or

(ii) to refuse to issue a Certificate of Occupancy for any building on the Property; and/or

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

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

(v) to refuse to provide the Water Impact Fee Credit; and/or

(vi) to revoke, without notice, the Water Impact Fee Credit; and/or

(vii) to immediately, without notice or any action of Frisco, collect the assessed Impact Fees owed on the Property; and/or

(viii) to seek specific enforcement of this Agreement.

In no event shall Frisco be permitted to cease the provision of the then existing utility and other services being provided to or for the Property.

If Frisco fails to comply with the terms and conditions of this Agreement, and such failure continues after expiration of the cure period referenced above, Developer may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief.

8. **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, provide and/or be liable to Developer for, any credit and/or payment of any monies with regard to the matters set forth herein, save and except as provided in this Agreement.

9. **Limitations of Agreement**. The parties hereto acknowledge that this Agreement is limited to the Impact Fees as described in the Impact Fee Ordinance. Frisco ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement, except to the extent affected by the calculation and payment of Impact Fees and use of the Water Impact Fee Credit as provided herein. Further this Agreement does not waive or limit any of the obligations of Developer to Frisco under any other ordinance, whether now existing or in the future arising.

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

11. **PARTIES' ACKNOWLEDGEMENT OF FRISCO'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS 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 PLACES ON FRISCO' S INFRASTRUCTURE, INCLUDING WITHOUT LIMITATION, THE DEVELOPMENT OF THE PROPERTY.

(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 EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY AND THE 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 PRECEDENT 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 PARTNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, GRANTEES AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.

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

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

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

12. **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 any Developer's 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.**

13. **Notice**. Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via 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: **City of Frisco**
Attention: City Manager
6101 Frisco Square Boulevard, 5th Floor West
Frisco, Texas 75034

With copy to: **Abernathy, Roeder, Boyd and Joplin, P.C.**
Attention: Rebecca Brewer
17000 Redbud Blvd., Suite 300
McKinney, Texas 75070-1210

If to Developer: **Papagolos Properties, Ltd.**
Attention: Barry Milton
5225 Village Creek Drive, Suite 300
Plano, Texas 75093

With copy to: **Bellinger & DeWolf, L.L.P.**
Attention: Glen A. Bellinger
10,000 North Central Expressway, Suite 900
Dallas, Texas 75231

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

15. **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.

16. **Warranties/Representations**. All warranties, representations and covenants made by each party in this Agreement or in any certificate or other instrument delivered by such party under this Agreement shall be considered to have been relied upon by the other party hereto and will survive expiration or termination of this Agreement, regardless of any investigation made by or on behalf of any party.

17. **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.

18. **Venue**. The parties agree that the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall lie exclusively in Collin County, Texas, and this Agreement shall be construed under the laws of the State of Texas.

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

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **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 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 lawful and sole owner(s) of the Water Impact Credit that Developer is eligible to receive under this Agreement 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.

26. **Indemnification**. The parties agree that the Indemnity provisions set forth in **Paragraph 11** herein is conspicuous, and the parties have read and understood the same.

27. **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.

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

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

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

FRISCO:
The City of Frisco, Texas

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

DEVELOPER:
Papagolos Properties, Ltd.,
a Texas limited partnership

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

By: John E. Papagolos
John Papagolos, President
Date: 2-13-12

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; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR **THE CITY OF FRISCO, TEXAS**, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

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

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

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **JOHN PAPAGOLOS**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE OF PDC PROPERTIES, INC., A TEXAS CORPORATION, THE GENERAL PARTNER OF **PAPAGOLOS PROPERTIES, LTD.**, A TEXAS LIMITED PARTNERSHIP, 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 13TH DAY OF FEBRUARY, 2012.

Mary K. Barber
_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

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

EXHIBIT "A"
LEGAL DEPICTION AND DESCRIPTION OF PROPERTY

TRACT "A"
LEGAL DESCRIPTION

BEING a tract of land located in the M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 919 and the A. SPARKS SURVEY, ABSTRACT NO. 1491, City of Frisco, Denton County, Texas and being a part of a tract of land described as Tract 1 in Deed to Pulte Homes of Texas, recorded in Document Number 2004-118342, Deed Records, Denton County, Texas and being a part of a tract of land described as Exhibit C Detention Tract in Agreement recorded in Document Number 2005-117320, Deed Records Denton County, Texas and being more particularly described as follows:

BEGINNING at a PK Nail found in the approximate centerline of Witt Road, a variable width right-of-way, at the most Northerly Northwest corner of said Tract 1 and at the Northeast corner of a tract of land described in Deed to Papagolos Properties, Ltd., recorded in Document Number 2006-128422, Deed Records, Denton County, Texas;

THENCE North 89 degrees 47 minutes 39 seconds East, along said approximate centerline, a distance of 641.33 feet to a Mag Nail found at the Northeast corner of said Tract 1;

THENCE South 00 degrees 19 minutes 41 seconds East, leaving said approximate centerline and along the East line of said Tract 1, a distance of 1,970.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 40 minutes 19 seconds West, leaving said East line, a distance of 70.18 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 16 degrees 09 minutes 24 seconds, a radius of 275.00 feet and a chord bearing and distance of North 82 degrees 14 minutes 59 seconds West, 77.29 feet;

THENCE Westerly, along said curve to the right, an arc distance of 77.55 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a reverse curve to the left having a central angle of 16 degrees 09 minutes 23 seconds, a radius of 220.00 feet and a chord bearing and distance of North 82 degrees 14 minutes 59 seconds West, 61.83 feet;

THENCE Westerly, along said curve to the left, an arc distance of 62.04 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 89 degrees 40 minutes 19 seconds West, a distance of 90.79 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 00 degrees 00 minutes 21 seconds West, a distance of 241.49 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE South 08 degrees 15 minutes 10 seconds West, a distance of 200.13 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the North right-of-way line of Stonebrook Parkway, a variable width right-of-way, at the beginning of a non-tangent curve to the right having a central angle of 08 degrees 33 minutes 41 seconds, a radius of 2,937.00 feet and a chord bearing and distance of North 78 degrees 03 minutes 34 seconds West, 438.45 feet;

THENCE Westerly, along said North right-of-way line and along said curve to the right, an arc distance of 438.86 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 73 degrees 46 minutes 43 seconds West, continuing along said North right-of-way line, a distance of 689.67 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 00 degrees 43 minutes 43 seconds West, leaving said North right-of-way line, a distance of 274.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner in the North line of said Tract 1 at the Southwest corner of said Papagolos tract;

THENCE Easterly and Northerly, along the lines of said Tract 1 and said Papagolos tract, the following three (3) courses and distances:

South 89 degrees 43 minutes 25 seconds East, a distance of 329.38 feet to a 1/2 inch iron rod found for corner;

South 88 degrees 31 minutes 19 seconds East, a distance of 461.56 feet to a 1/2 inch iron rod found at the Southeast corner of said Papagolos tract;

North 00 degrees 39 minutes 25 seconds West, a distance of 1,845.26 feet to the **POINT OF BEGINNING** and containing 38.598 acres of land, more or less.

TRACT "B"
LEGAL DESCRIPTION

BEING all that certain lot, tract, or parcel of land situated in the M.E.P. and P.R.R. Co. Survey, Abstract Number 919, Denton County, Texas, and being all of that tract of land conveyed to J & H Birmingham 1989 Trust as recorded in County Clerk's Document Number 2004-64892, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 60D nail found in a road (Witt Road – in use as a public road with no documentation of dedication found), from whence a 3/8 inch iron rod found bears S 53 degrees 35 minutes 15 seconds West, a distance of 2.15 feet, said nail being the most northerly northwest corner of a tract of land described as Tract 1 conveyed to Pulte Homes of Texas, L.P. as recorded in County Clerk's Document Number 2004-118342, Deed Records, Denton County, Texas;

THENCE South 00 degrees 39 minutes 47 seconds East, departing said road, with a west line of said Pulte Homes Tract, a distance of 1845.22 feet to a 5/8 inch iron rod found for corner, and being the southeast corner of said J & H Birmingham 1989 Trust tract;

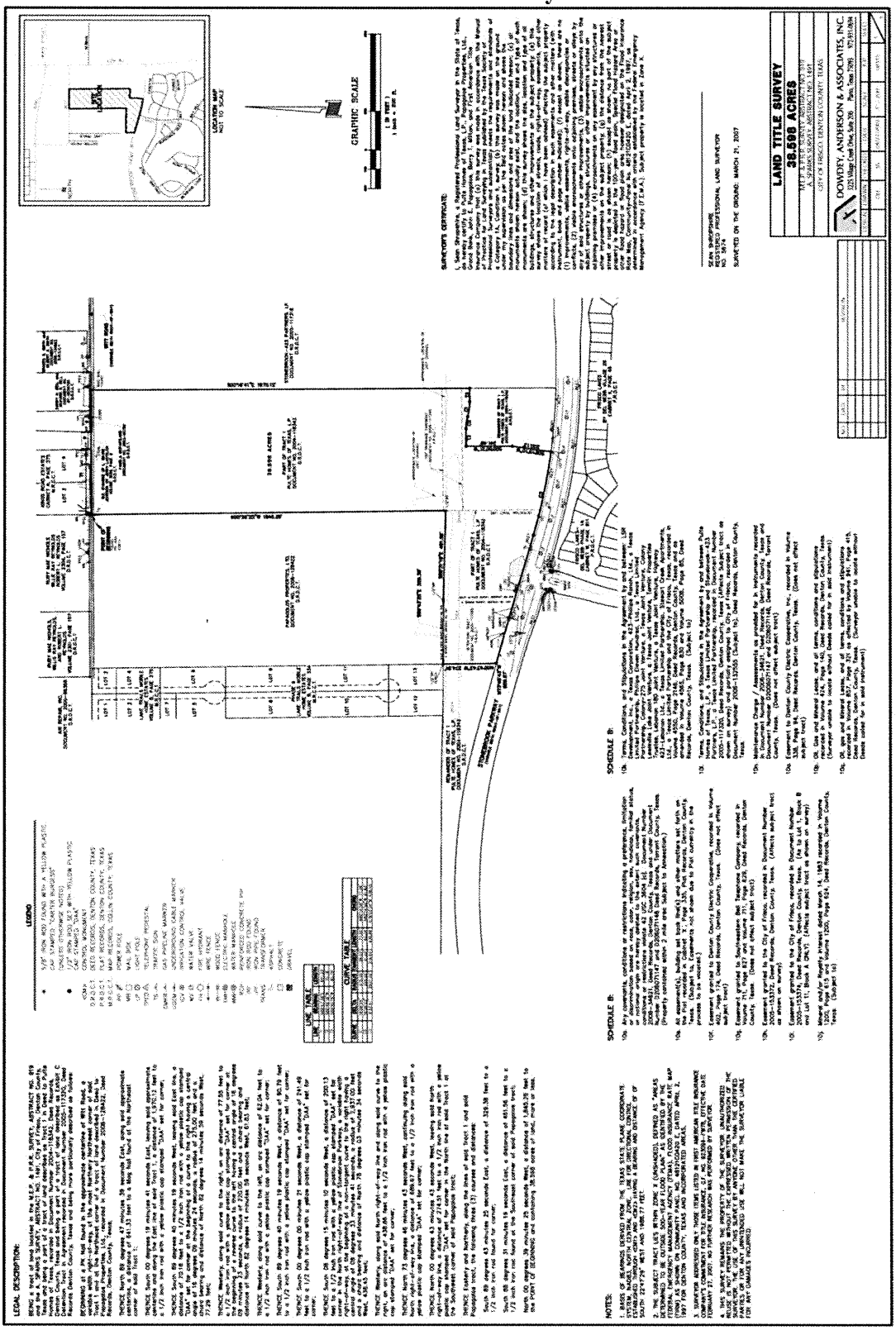
THENCE North 88 degrees 36 minutes 03 seconds West, with a north line of said Pulte Homes tract, a distance of 461.77 feet to a 1/2 inch iron rod set for corner, from whence a 5/8 inch iron rod found bears North 04 degrees 13 minutes 25 seconds East, a distance of 0.75 feet;

THENCE North 89 degrees 38 minutes 52 seconds West, with a north line of said Pulte Homes tract, a distance of 329.21 feet to a 5/8 inch iron rod found for corner, said iron rod being the southeast corner of Lake Trails Mobile Homes Estates, Phase Two according to the plat recorded in Cabinet B, Page 334, Plat Records, Denton County, Texas;

THENCE North 00 degrees 43 minutes 49 seconds West, with the east line of said Lake Trails Mobile Homes Estates, Phase Two, and with the east line of Lake Trail Mobile Homes Estates, Phase One according to the plat recorded in Cabinet B, Page 275, Plat Records, Denton County, Texas, at a distance of 1703.85 feet passing a 1/2 inch iron rod found, and at a distance of 1796.81 feet passing a 1/2 inch iron rod found, continuing in all a distance of 1829.33 feet to a 1/2 inch iron rod found for corner in said Witt Road, and being the northeast corner of said Lake Trails Mobile Home Estates, Phase One, and a point on the south line of a tract of land conveyed to Ruby Mae Nichols, Willie Ray Nichols, and Robert L. Reynolds as recorded in Volume 2304, Page 157, Deed Records, Denton County, Texas;

THENCE North 89 degrees 48 minutes 40 seconds East, with the south line of said Nichols and Reynolds tract, and along said road, a distance of 792.80 feet to the **POINT OF BEGINNING** and containing 33.3601 acres or 1,453,168 square feet of land, more or less.

TRACT "A" Survey



TRACT "B" Survey

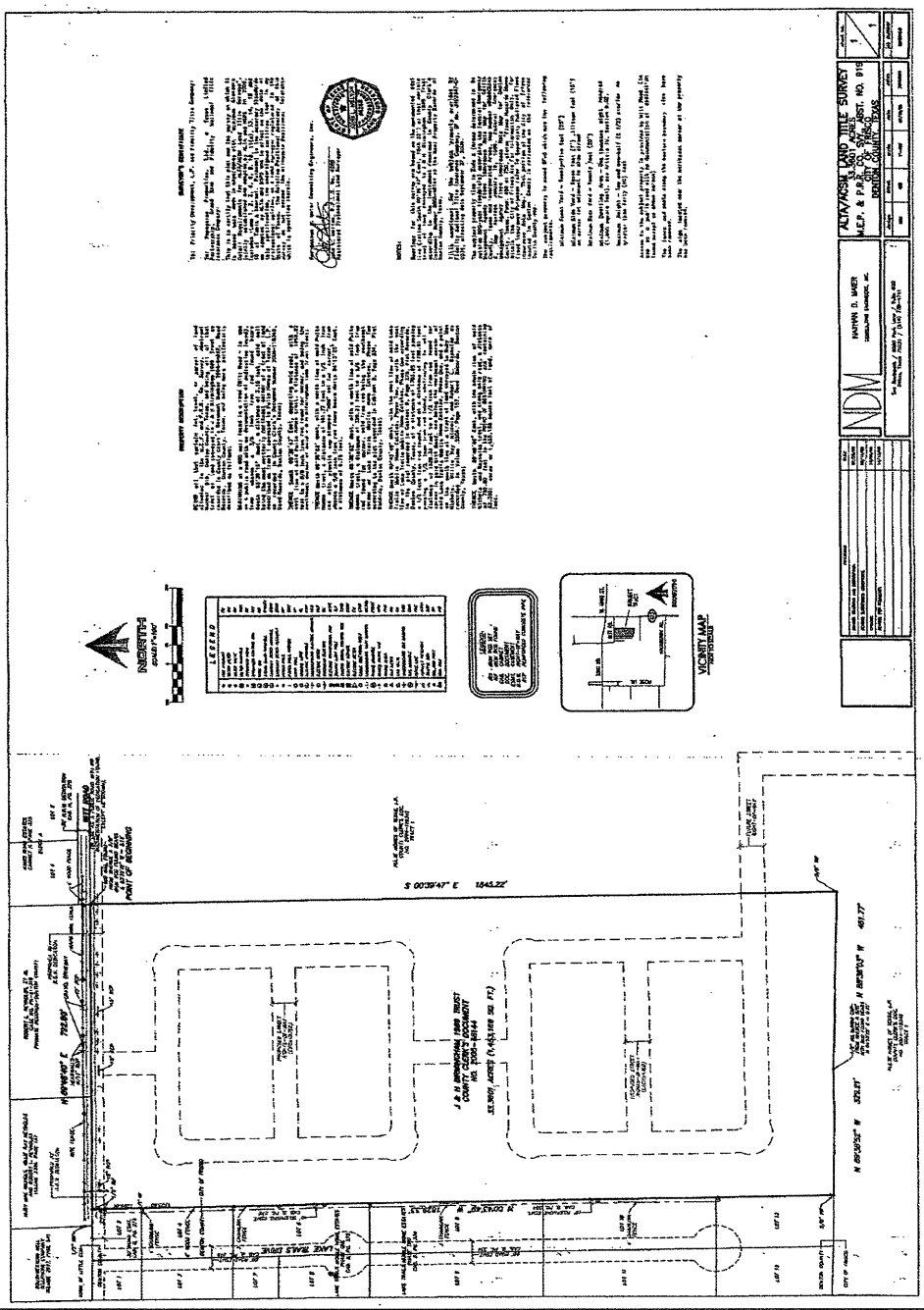


EXHIBIT "B"
IMPACT FEES SCHEDULE

EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES			
		WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
STONEWATER CROSSING PHASE ONE					
BLOCK A LOT 1	(FIRE STATION)	N/A	N/A	N/A	N/A
BLOCK A LOT 2	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 3	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 4	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 5	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 6	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 7	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 8	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 9	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 1	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 2	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 3	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 4	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 5	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 6	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 7	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 8	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 9	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 15	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK B LOT 16	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 1	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 2	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 3	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 4	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 5	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 6	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 7	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 8	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 9	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 18	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 19	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 20	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 21	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 22	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 23	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 24	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 25	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK C LOT 26	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00

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EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES			
		WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
BLOCK C LOT 27	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK D LOT 1	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK D LOT 2	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK D LOT 3	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK E LOT 1	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK E LOT 2	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 15	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 16	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 17	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 18	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 19	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 20	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK F LOT 21	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK G LOT 9	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK G LOT 10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK G LOT 11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK G LOT 12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK A LOT 20	TRACT A (AMENITY CENTER)	9,555.00	3,884.00	2,469.00	15,908.00
BLOCK A LOT 15	TRACT B	388.00	523.00	0.00	911.00
BLOCK A LOT 16	TRACT B	388.00	523.00	0.00	911.00
BLOCK A LOT 17	TRACT B	388.00	523.00	0.00	911.00
BLOCK A LOT 18	TRACT B	388.00	523.00	0.00	911.00
BLOCK A LOT 19	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 10	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 11	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 12	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 13	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 14	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 15	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 16	TRACT B	388.00	523.00	0.00	911.00
BLOCK C LOT 17	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 4	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 7	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 8	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 9	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 10	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 11	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 12	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 13	TRACT B	388.00	523.00	0.00	911.00
BLOCK D LOT 14	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 3	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 4	TRACT B	388.00	523.00	0.00	911.00

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EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES			
		WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
BLOCK E LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 7	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 8	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 9	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 10	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 11	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 12	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 13	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 1	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 2	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 3	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 4	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 7	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 8	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 9	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 22	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 23	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 24	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 25	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 26	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 27	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 28	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 29	TRACT B	388.00	523.00	0.00	911.00
BLOCK F LOT 30	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 1	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 2	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 3	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 4	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 7	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 8	TRACT B	388.00	523.00	0.00	911.00
TOTAL PHASE 1 IMPACT FEES		**165,082.00**	**142,944.00**	**172,830.00**	**480,856.00**
TRACT A IMPACT FEES		**141,414.00**	**111,041.00**	**172,830.00**	**425,285.00**
TRACT B IMPACT FEES		**23,668.00**	**31,903.00**	**0.00**	**55,571.00**
TOTAL PHASE 1 IMPACT FEES		**165,082.00**	**142,944.00**	**172,830.00**	**480,856.00**

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EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK				LOCATION	IMPACT FEES			
					WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
STONEWATER CROSSING PHASE TWO (BASED ON APPROVED FINAL PLAT)								
BLOCK	B	LOT	17	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	18	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	19	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	20	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	21	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	22	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	23	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	24	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	25	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	26	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	27	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	28	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	29	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	30	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	31	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	32	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	33	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	34	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	35	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	B	LOT	36	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	G	LOT	13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	G	LOT	14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	G	LOT	15	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	G	LOT	16	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	7	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	8	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	9	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	15	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	16	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	17	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	H	LOT	18	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	10	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	11	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	12	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	13	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	14	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	15	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	16	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	17	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	18	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	19	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	20	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00
BLOCK	I	LOT	21	TRACT A	1,911.00	1,553.00	2,469.00	5,933.00

9/14/2011 \\Frisco2\planning\Case Files\2011\DA11-0003 Stonewater Crossing - John Papagolos\Final DA Exhibits\SWC_ImpactFeeChart3C

EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES			
		WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
BLOCK E LOT 14	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 15	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 16	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 17	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 18	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 19	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 20	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 21	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 22	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 23	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 24	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 25	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 26	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 27	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 28	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 29	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 30	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 31	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 32	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 33	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 34	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 35	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 36	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 37	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 38	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 39	TRACT B	388.00	523.00	0.00	911.00
BLOCK E LOT 40	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 17	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 18	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 19	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 20	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 21	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 22	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 23	TRACT B	388.00	523.00	0.00	911.00
BLOCK G LOT 24	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 1	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 2	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 3	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 4	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 19	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 20	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 21	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 22	TRACT B	388.00	523.00	0.00	911.00
BLOCK H LOT 23	TRACT B	388.00	523.00	0.00	911.00

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EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES WATER	SANITARY SEWER	THOROUGHFARE	TOTAL
BLOCK H LOT 24	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 1	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 2	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 3	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 4	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 5	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 6	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 7	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 8	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 9	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 22	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 23	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 24	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 25	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 26	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 27	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 28	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 29	TRACT B	388.00	523.00	0.00	911.00
BLOCK I LOT 30	TRACT B	388.00	523.00	0.00	911.00
TOTAL PHASE 2 IMPACT FEES		**116,948.00**	**108,539.00**	**118,512.00**	**343,999.00**
TRACT A IMPACT FEES		**91,728.00**	**74,544.00**	**118,512.00**	**284,784.00**
TRACT B IMPACT FEES		**25,220.00**	**33,995.00**	**0.00**	**59,215.00**
TOTAL PHASE 2 IMPACT FEES		**116,948.00**	**108,539.00**	**118,512.00**	**343,999.00**

COMBINED PHASE ONE AND PHASE TWO IMPACT FEES				
TOTAL PHS 1 & 2 IMPACT FEES	**282,030.00**	**251,483.00**	**291,342.00**	**824,855.00**
TOTAL TRACT A IMPACT FEES	**233,142.00**	**185,585.00**	**291,342.00**	**710,069.00**
TOTAL TRACT B IMPACT FEES	**48,888.00**	**65,898.00**	**0.00**	**114,786.00**
TOTAL PHS 1 & 2 IMPACT FEES	**282,030.00**	**251,483.00**	**291,342.00**	**824,855.00**

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EXHIBIT B
IMPACT FEES SCHEDULE

LOT AND BLOCK	LOCATION	IMPACT FEES WATER	SANITARY SEWER	THOROUGHFARE	TOTAL

LEGEND

NO COLOR	

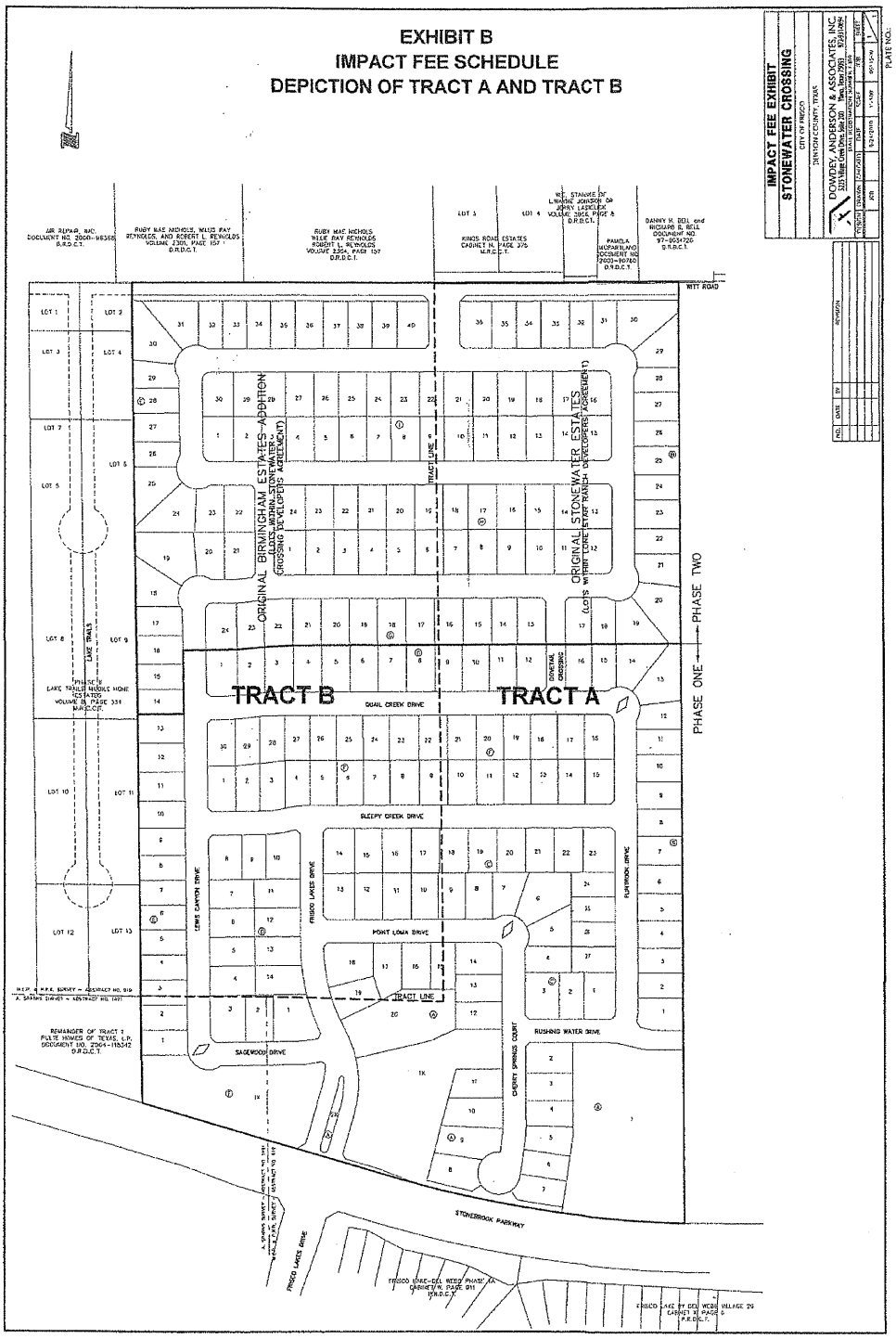
IMPACT FEE COLLECTION STATUS AT AUGUST 11, 2011
STONEWATER CROSSING PHASE ONE

COLLECTED BY CITY	34,427.00	25,135.00	32,097.00	91,659.00
OWED CITY BY DEVELOPER	84,316.00	76,828.00	88,884.00	250,028.00
REMAINING TO COLLECT	46,339.00	40,981.00	51,849.00	139,169.00
TOTAL PHASE 1 IMPACT FEES	165,082.00	142,944.00	172,830.00	480,856.00

IMPACT FEE COLLECTION STATUS AT AUGUST 11, 2011 - SUMMERIZED BY TRACT
STONEWATER CROSSING PHASE ONE

COLLECTED BY CITY				
TRACT A	32,487.00	22,520.00	32,097.00	87,104.00
TRACT B	1,940.00	2,615.00	0.00	4,555.00
SUB-TOTAL	34,427.00	25,135.00	32,097.00	91,659.00
OWED CITY BY DEVELOPER				
TRACT A	68,796.00	55,908.00	88,884.00	213,588.00
TRACT B	15,520.00	20,920.00	0.00	36,440.00
SUB-TOTAL	84,316.00	76,828.00	88,884.00	250,028.00
REMAINING TO COLLECT				
TRACT A	40,131.00	32,613.00	51,849.00	124,593.00
TRACT B	6,208.00	8,368.00	0.00	14,576.00
SUB-TOTAL	46,339.00	40,981.00	51,849.00	139,169.00
TOTAL TRACT A IMPACT FEES	141,414.00	111,041.00	172,830.00	425,285.00
TOTAL TRACT B IMPACT FEES	23,668.00	31,903.00	0.00	55,571.00
TOTAL PHASE 1 IMPACT FEES	165,082.00	142,944.00	172,830.00	480,856.00

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EXHIBIT B
IMPACT FEE SCHEDULE
DEPICTION OF TRACT A AND TRACT B
IMPACT FEE EXHIBIT
STONEWATER CROSSING
CITY OF FRISCO
DENTON COUNTY, TEXAS
DOWDEY, ANDERSON & ASSOCIATES, INC.
PLATE NO.:
WITT ROAD
ORIGINAL BIRMINGHAM ESTATES ADDITION (LOTS WITHIN STONEWATER CROSSING DEVELOPERS AGREEMENT)
ORIGINAL STONEWATER ESTATES (LOTS WITHIN STONEWATER CROSSING DEVELOPERS AGREEMENT)
PHASE ONE
PHASE TWO
TRACT B
TRACT A
QUAIL CREEK DRIVE
SLEEPY CREEK DRIVE
POINT LOMA DRIVE
SAGEWOOD DRIVE
RUSHING WATER DRIVE
STONEBROOK PARKWAY
LAKE TRAILS
LONE CANYON DRIVE
FRISCO LAKES DRIVE
PLAINVIEW DRIVE
EVERETT SPRINGS COURT
DIRECTIONAL CROSSING
TRACT LINE
REMAINDER OF TRACT 2
PULTE HOMES OF TEXAS, L.P.
DOCUMENT NO. 2004-115042
D.R.D.C.T.
FRISCO LAKES-DEL WEBB PHASE 2A
CABINET W, PAGE 911
P.R.D.C.T.
FRISCO LAKE BY DEL WEBB VILLAGE 2G
CABINET W, PAGE 6
P.R.D.C.T.

PAGE 8

EXHIBIT "C"
WATER LINE IMPROVEMENTS DEPICTION

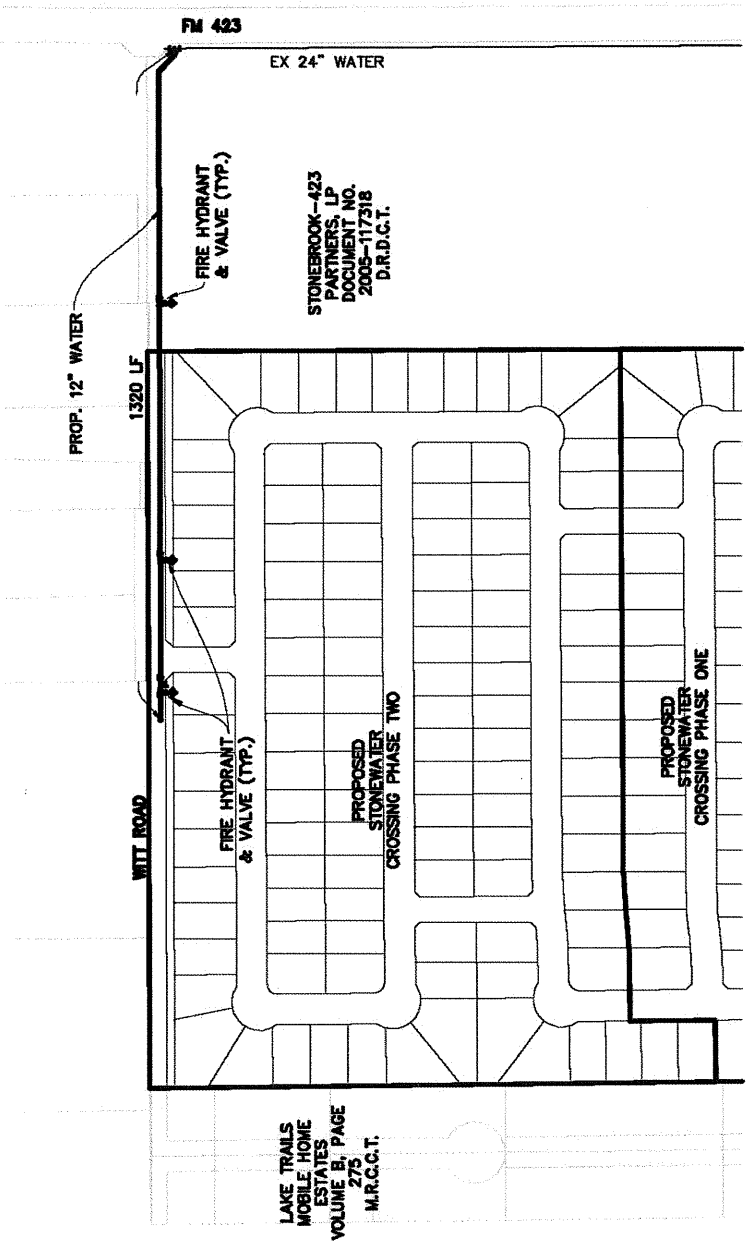


EXHIBIT "D"
ACTUAL CONSTRUCTION COSTS

EXHIBIT D
WATERLINE COST ESTIMATE

DESCRIPTION	QUANITY	UNITS	UNIT PRICE	AMOUNT
12" MAIN LINE	2,182	L.F.	28.00	61,096.00
12" VALVE	7	EA.	1,750.00	12,250.00
STD. FIRE HYDRANTS	5	EA.	2,400.00	12,000.00
12" X 24" TAPPING, SLEEVE & VALVE	1	EA.	8,000.00	8,000.00
TEST	2,182	L.F.	1.10	2,400.20
BLOCKING	4	C.Y.	125.00	437.50
BORE (FM 423)	100	L.F.	275.00	27,500.00
FITTINGS	2	TONS	3,700.00	6,475.00
		SUB-TOTAL		130,158.70
ENGINEERING & CONSTRUCTION STAKING		%	12.0%	15,619.04
BONDS		%	1.5%	1,952.38
CITY INSPECTION FEES		%	2.5%	3,253.97
		TOTAL COST		$150,984.09

FILE: Excel/SWC/SWC_WittRoadWL

EXHIBIT "D"
WATER LINE IMPROVEMENTS CONSTRUCTION COSTS

WATER LINE IMPROVEMENTS CONSTRUCTION COSTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	12' MAIN	1,320	LF	29.40	38,808.00
2	12" GATE VALVE	5	EA	1,775.00	8,875.00
3	24" X 12" TAPPING SLEVE & VALVE	1	EA	8,795.00	8,795.00
4	FIRE HYDRANTS	3	EA	2,590.00	7,770.00
5	C.I. FITTINGS	0.75	TN	3,250.00	2,437.50
6	WATER TEST	1,320	LF	0.25	330.00
7	TRENCH SAFETY	1,320	LF	0.10	132.00
	WATER LINE IMPROVEMENTS COSTS				67,147.50

ENGINEERING, MAINTENANCE BOND & INSPECTION FEES					
ITEM	DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL COST
1	ENGINEERING & CONSTRUCTION STAKING	67,148	%	12.00%	8,057.70
2	MAINTENANCE BOND	67,148	%	1.50%	1,007.21
3	FRISCO INSPECTION FEES	67,148	%	2.50%	1,678.69
	ENGINEERING, MAINTENANCE BOND & INSPECT. FEES				10,743.60
				TOTAL COST	77,891.10

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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 PAPAGOLOS DEVELOPMENT PROPERTIES, LTD., FOR STONEWATER CROSSING, PHASES 1 & 2 BEING (71.9581 ACRES), AND WITT ROAD WATER LINE IMPROVEMENTS; 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 Papagolos Development Properties, Ltd., for Stonewater Crossing Phases 1 & 2, being 71.9581 acres, and Witt Road Water Line Improvements, 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

AGENDA ITEM #35.

Engineering Services
City of Frisco, Texas

Memorandum

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

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

From: **Paul Knippel, P.E., Director of Engineering Services**

Date: **March 6, 2012**

Subject: **Continue the Public Hearing and consider and act upon adoption of the amended Impact Fee Ordinance**

Action Requested: Continue the Public Hearing and consider and act upon adoption of the amended Impact Fee Ordinance.

Background Information: The City of Frisco collects impact fees from new development to offset a portion of the cost of constructing infrastructure to serve new development. Chapter 395 of the Texas Local Government Code requires that impact fees, when used, be periodically revised to update land use assumptions and capital improvement projects to reflect current growth patterns. The last update was adopted by City Council in July 2005.

The Capital Improvements Advisory Committee (CIAC) met on February 14, 2012 to review and discuss the updated impact fees. The CIAC consists of the Planning and Zoning Commission and one resident of the ETJ. The CIAC voted 6-0 in favor of recommending approval of the land use assumptions and capital improvement plan, and maintaining the current collection rate of 60% of the maximum allowable fees.

State law requires City Council to hold a public hearing to consider amendment to the land use assumptions, capital improvements projects and the impact fee calculations. The public hearing was initiated on February 21, 2012. No comments were received at the meeting.

City Council is being asked to consider adoption of the amended Impact Fee Ordinance, maintaining the current collection rate of 60% of the maximum allowable fees.

Board Review/Citizen Input: The Frisco Developer's Council took no

exception to the Impact Fee Update and supports the recommendation to maintain the current collection rate of 60% of the maximum allowable fee. A letter has been attached that reflects their concurrence.

Financial Considerations: N/A

Alternatives: City Council could consider the following alternatives:

- Close the public hearing and adopt the Ordinance
- Close the public hearing and amend the Ordinance
- Send back to staff for additional input

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

Supporting Documents:

- Letter from the Frisco Developer's Council
- Amended Impact Fee Ordinance

Staff Recommendation: Staff recommends that City Council adopt the ordinance as submitted.

FDC



FRISCO DEVELOPERS COUNCIL

February 28, 2012

Via email: pknippel@friscotexas.gov

Mr. Paul Knippel
Director of Engineering Services
City of Frisco
6101 Frisco Square Blvd.
Frisco, TX 75034

RE: Proposed Impact Fee Changes

Dear Paul:

The FDC is in support of Staff's recommendation on the referenced matter. We appreciate the opportunity to participate in the process.

Sincerely,

David Palmer
FDC President

cc: George Purefoy, City Manager (via email, GPurefoy@friscotexas.gov)
FDC Board Members (via email)
FDC Engineering Committee (via email)

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FRISCO, TEXAS, AMENDING ORDINANCE NOS. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 AND 01-09-66 REGARDING IMPACT FEES TO BE ASSESSED BY THE CITY OF FRISCO, TEXAS; UPDATING THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN; ESTABLISHING A COLLECTION DATE; ESTABLISHING PROCEDURES AND REGULATIONS REGARDING IMPACT FEES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Frisco, Texas (the "City Council") has previously adopted Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66 of the City of Frisco, Texas ("City" and/or "Frisco") establishing impact fees to be assessed by Frisco; and

WHEREAS, Frisco has fully complied with Chapter 395, Local Government Code concerning the notice, adoption, promulgation and methodology necessary to adopt land use assumptions and a capital improvement plan establishing impact fees and has properly adopted Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66; and

WHEREAS, the City Council desires to amend the land use assumptions and amend the capital improvement plan and the amount of impact fees for water, sewer and roadways; and

WHEREAS, Frisco has reviewed the land use assumptions and capital improvement plan, and the impact fees for water, sewer and roadways adopted under Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66 of Frisco in compliance with Chapter 395, Local Government Code; and

WHEREAS, Frisco has, within sixty (60) days after the date it received the proposed land use assumptions, the capital improvement plan and assessment of impact fees adopted an order setting a public hearing to discuss and review the same and determine whether to amend them; and

WHEREAS, on or before the date of the first publication of the notice of the hearing on the proposed amendments, including the amount of the proposed impact fee per service unit, such information was made available to the public; and

WHEREAS, the City Council held a public hearing to discuss the proposed amendments to the land use assumptions, capital improvement plan and impact fees for water, sewer and roadways; and

WHEREAS, the Capital Improvements Advisory Committee, created under Section 395.058, Local Government Code, filed its written comments on the proposed amendments to the land use

assumptions, capital improvement plan and impact fees for water, sewer and roadways before the fifth (5^{th}) business day before the date of the public hearing on the amendments; and

WHEREAS, within thirty (30) days after the date of the public hearing on the proposed amendments to the land use assumptions, the City Council is approving amendments to the land use assumptions, capital improvement plan and impact fees for water, sewer and roadways as more fully set forth below; and

WHEREAS, Frisco has fully complied with Chapter 395, Local Government Code, to approve the proposed land use assumptions, capital improvement plan, and impact fees for water, sewer and roadways charged per service unit; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Frisco to adopt such land use assumptions and capital improvement plan, amend the impact fees for water, sewer and roadways.

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

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

SECTION 2: Amendments to Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66. Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66 are hereby amended, and Frisco's land use assumptions, capital improvement plan and impact fee regulations for water, sewer and roadways are adopted as follows:

"**Article 1. Purpose.**

This Ordinance is intended to assure the provision of adequate public facilities to serve new development in the City by requiring each such development to pay its share of the costs of such improvements necessitated by and attributable to such new development.

Article 2. Definitions.

Area-related facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-related facility may include a capital improvement which is located offsite or within or on the perimeter of the development site.

Capital improvement means any of the following facilities with a life expectancy of three (3) or more years that are owned and operated by or on behalf of Frisco:

(a) water supply, treatment and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage and flood control facilities, whether or not they are located within the service area; and
(b) roadway facilities.

Capital Improvements Plan means a plan contemplated by the Ordinance that identifies capital improvements or facility expansions for which impact fees may be assessed.

City or Frisco means the City of Frisco, Texas.

City Council means the City Council of the City of Frisco, Texas.

Facility expansion means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

Final plat or final plat approval or approved final plat means the point at which the applicant has complied with all conditions of approval for any type of plat required by law to be filed with the applicable county, including but not limited to, a final plat, replat, amending plat and vacating plat, and the subject plat has been approved by the City.

Impact fee means a charge or assessment imposed as set forth in this Ordinance against new development. The term does not include:

(a) Required dedications of land for public parks or payments in lieu thereof;

(b) Dedication of rights-of-way or easements or construction or dedication of onsite or off-site water distribution, waste water collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(c) Lot or acreage fees or pro-rata fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(d) other pro rata fees for reimbursement of water or sewer mains or lines extended by Frisco.

Land use assumptions means a description of the service area and the projections of changes in land uses, densities, intensities, population and employment growth in the service area over at least a ten (10) year period and adopted by the City, as may be amended from time to time, upon which the capital improvements plans are based.

New development means a project involving the construction, reconstruction, redevelopment,

conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of the use of land, any of which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval of a plat pursuant to the City's subdivision regulations, the issuance of a building permit or connection to the City's water or wastewater system, and which has not been exempted from these regulations by provisions herein or attached hereto. Installation of a larger water meter will constitute new development.

Off-site means a facility or expansion that is not a *Site-related facility*, as defined herein.

Plat shall mean any type of plat required by law to be filed with the applicable county, including but not limited to, a final plat, replat, amending plat and vacating plat.

Property owner has the same meaning as the term "subdivider" in the City's subdivision regulations. Property owner includes the developer for the new development.

Recoup means the imposition of an impact fee to reimburse the City for capital improvements which the City has previously oversized to serve new development.

Roadway facilities means arterial or collector streets or roads that have been designated on Frisco's official adopted roadway plan, together with all necessary appurtenances. The term includes, but is not limited to, Frisco's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including but not limited to, local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks and drainage appurtenances. The term also includes, but is not limited to, interest in land, traffic lanes, intersection improvements, traffic control devices and turn lanes associated with the roadway or street lighting.

Service area means the area within the city and/or the city's extraterritorial jurisdiction, as identified in the land use assumptions, to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except for roadway facilities *service area* means any one of the individual services areas with the city's corporate boundaries as identified in the land use assumptions and the capital improvements plan.

Service unit means the standardized measure of consumption, use, generation or discharge attributable to an individual unit of development, calculated in accordance with generally accepted engineering and/or planning standards, as indicated in the land use equivalency tables located in the Study (hereinafter defined).

Single-family residential has the meaning given the term in the City's zoning regulations, as they exist or may be amended.

Site-related facility means an improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway, water or wastewater facilities to serve the new development, and which is not included in

the capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable regulations or which is located at least partially on the plat which is being considered for impact fee assessment. Site-related facility includes that portion of an off-site water or wastewater main, equivalent to a standard size water or wastewater main, which is necessary to connect any new development with the City's water or wastewater system, the cost of which has not been included in the City's impact fee capital improvements plan.

Study means the "Water, Wastewater and Roadway Impact Fee Update" study, dated March 2012 and prepared by Kimley-Horn Associates, Inc. on behalf of the City, a copy of which is located in the Office of the City Secretary and incorporated by reference herein, as may be amended from time to time.

Utility connection means authorization to install a water meter for connecting a new development to the City's water system or to the City's wastewater system.

Wastewater facility means a wastewater interceptor or main, lift station or other facility or improvement used for providing wastewater collection and treatment included within the City's collection system for wastewater. Wastewater facility includes, but is not limited to, land, easements or structures associated with such facilities. Wastewater facility excludes a site-related facility.

Water facility means a water interceptor or main, pump station, storage tank or other facility or improvement used for providing water supply, treatment and distribution service included within the City's water storage or distribution system. Water facility includes, but is not limited to, land, easements or structures associated with such facilities. Water facility excludes site-related facilities.

Water meter means a device owned by the City for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

Article 3. Applicability.

The provisions of this Ordinance regarding water and wastewater impact fees apply to all new development within the corporate boundaries of the City and its extraterritorial jurisdiction. The provisions of this Ordinance regarding roadway impact fees apply to all new development within the corporate boundaries of the City.

Article 4. Land Use Assumptions Adopted.

The previously adopted land use assumptions have been reviewed, evaluated, updated and revised, and the City Council finds that the land use assumptions set forth in the Study are hereby adopted and approved.

Article 5. Capital Improvements Plan Adopted.

The previously adopted capital improvements plan has been reviewed, evaluated, updated

and revised, and the City Council finds that the capital improvements plan set forth in the Study is hereby adopted and approved.

Article 6. Impact Fees Adopted.

The previously adopted impact fees for roadways, water and wastewater have been reviewed, evaluated, updated and revised. The City Council finds that:

(1) the impact fees for roadways set forth in **Exhibit "A"**, "Roadway Impact Fee Schedule", attached hereto and incorporated for all purposes, representing sixty percent (60%) are hereby adopted and approved; and

(2) the impact fees for water set forth in **Exhibit "B"**, "Water Impact Fee Schedule", attached hereto and incorporated for all purposes, representing sixty percent (60%) of the total projected costs, are hereby adopted and approved; and

(3) the impact fees for wastewater set forth in **Exhibit "C"**, Wastewater Impact Fee Schedule", attached hereto and incorporated for all purposes, representing sixty percent (60%) of the total projected costs, are hereby adopted and approved.

Article 7. Impact fee as condition of development approval/permit issuance.

No final plat for new development shall be released for filing with the appropriate county, or in the cases for which no plat is submitted to Frisco, whether the property is located inside or outside the corporate boundaries of Frisco, no application for a utility connection shall be approved and/or no building permit and/or certificate of occupancy shall be issued, without assessment of an impact fee pursuant to this Ordinance. No building permit shall be issued, or in the cases for which no plat is submitted to Frisco, whether the property is located inside or outside the corporate boundaries of Frisco, no building permit and/or certificate of occupancy shall be issued and/or utility connection made, for new development, until the property owner has paid the impact fee imposed by and calculated herein or a contract for payment is approved by Frisco and executed by the parties.

Article 8. Assessment of impact fees.

(a) The assessment of the impact fee for any new development shall be calculated and made at the time of final plat approval (as defined in Article 2); however, for the sole purpose of phasing in the application of this Ordinance, final plats that have been approved by the City on or before April 6, 2012, pursuant to the City's subdivision regulations, or for a final plat deemed approved by the City on or before April 6, 2012 due to the City's failure to act, assessment for the new development to which the final plat applies shall be calculated and made in accordance with the impact fees existing on March 5, 2012.

(b) Following initial assessment of the impact fee for a new development pursuant to subsection (a), the amount of the impact fee per service unit for that development cannot be increased, unless the approved final plat expires or lapses under applicable ordinances or law or the owner proposes to change the approved development by the submission of a new

development application or application to increase the number of service units, in which case the impact fee will be reassessed for increased meter size or additional meters or service units at the impact fee rate then in effect.

(c) Following the lapse or expiration of a final plat that has been approved or a final plat deemed approved due to the City's failure to act, pursuant to the City's subdivision regulations, a new assessment shall be performed at the time of new final plat approval in accordance with this Ordinance.

Article 9. Computation and collection of impact fees.

(a) The impact fees due on new development shall be collected at the time of application for a building permit or, in the cases for which no plat is submitted to Frisco, whether the property is located inside or outside the corporate boundaries of Frisco, at the time of application for building permit, utility connection or certificate of occupancy, whichever occurs first, unless an agreement between the developer and the City has been executed providing for a different time of payment.

(b) At the time of final plat approval, or the request for a utility connection for an area in the City's extraterritorial jurisdiction for which a final plat was not submitted to the City, for all new developments, the City shall compute the impact fees due for the new development in the following manner:

(1) The amount of each type of impact fee due (roadway, water, and/or wastewater) shall be determined by multiplying the number of each type of service units generated by the new development by the impact fee due for each type of service unit in the applicable service area set forth in **Exhibits A, B and/or C**, respectively.

(2) The amount of each impact fee due shall be reduced by any allowable credits for that category of capital improvements in the manner provided by this Ordinance.

(c) Whenever a property owner proposes to increase the number of service units for a new development, the additional impact fees collected for such new service units shall be determined by using the amount of impact fee per service unit in **Exhibits A, B and/or C** then in effect, and such additional fee shall be collected at the time of issuance of a new building permit, or for an area in the City's extraterritorial jurisdiction for which a final plat was not required to be submitted to the City, prior to or at the time of enlargement of the connection to the City's water or wastewater system.

Article 10. Credits against impact fees.

(a) Any construction or contributions to or dedications of any area-related facility appearing in the capital improvements plan that is required to be constructed by a property owner as a condition of new development shall be credited against the impact fees otherwise due on that

new development from the same category (roadway, water or wastewater) of impact fees assessed on the new development.

(b) All credits against impact fees shall be subject to the following limitations and shall be granted based on this Ordinance and any additional administrative guidelines that may be adopted by the City.

(1) No credit shall be given for the dedication or construction of site-related facilities.

(2) No credit shall exceed an amount equal to the assessed impact fee.

(3) If a credit applicable to a final plat has not been exhausted within ten (10) years from: (i) the acquisition of the first building permit issued; or, (ii) in the cases for which no plat is submitted to Frisco, whether the property is located inside or outside the corporate boundaries of Frisco, the acquisition of the first building permit issued, the acquisition of the first certificate of occupancy is issued or connection made after the effective date of the adoption of the applicable impact fees, whichever occurs first, or within such period as may otherwise be designated by contract, such credit shall lapse.

(4) In no event will the City reimburse the property owner or developer for a credit when no impact fees for the new development can be collected pursuant to City ordinance or for any amount exceeding the total impact fees due for the new development for the category of capital improvement, unless otherwise agreed to by the City.

(c) The available credit associated with new development shall be applied against an impact fee in the following manner:

(1) For single family residential lots in a new development consisting only of single family residential development, such credit shall be prorated equally among such lots, to be applied at the time of application of a building permit for each lot, against impact fees to be collected at the time the building permit is issued.

(2) For all other types of new development, including those involving mixed uses, the credit applicable to the new development shall be applied to the impact fee due at the time of approval.

(3) At its sole discretion, the City may authorize alternative credit agreements upon written agreement with the property owner in accordance with the City's administrative guidelines.

Article 11. Establishment of accounts.

(a) The City shall establish an account to which interest is allocated for each service area for each type of capital facility for which an impact fee is imposed. Each impact fee collected

within the service area shall be deposited in such account.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used only in the same manner as which the underlying funds may be used.

(c) The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the accounts are utilized solely for authorized purposes.

(d) The City shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.

Article 12. Use of proceeds of impact fee accounts.

(a) The impact fees collected for each service area may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the capital improvements plan for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such capital improvements or facility expansion.

(b) Impact fees collected pursuant to this Ordinance shall not be used to pay for any of the following expenses:

(1) Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) Repair, operation or maintenance of existing or new capital improvements or facility expansion;

(3) Upgrade, update, expansion or replacement of existing capital improvements to provide better service to existing development; or

(4) Administrative and operating costs of the City.

Article 13. Refunds.

(a) Upon application by an owner of property, any impact fee or portion thereof collected pursuant to City ordinance shall be refunded as specified in this Article if:

(i) has not been expended within the service area within ten (10) years from the date of payment; or

(ii) existing facilities are available and service is denied; or

(iii) the City has, after collecting the impact fee when service was not available, failed to commence construction within two (2) years or service is not available within a reasonable period considering the type of improvement or expansion, but in no event later than five (5) years from the date of payment.

(b) Payment shall be refunded to the record owner of the property for which the impact fee was paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of payment to the date of refund at the statutory rate as set forth in the Texas Finance Code, Section 302.002, or its successor statute. The application for refund pursuant to this article shall be submitted within sixty (60) days after the expiration of the ten-year period for expenditure of the fee. An impact fee shall be considered expended on a first-in, first-out basis.

(c) An impact fee collected pursuant to this Ordinance shall also be considered expended if the total expenditures for capital improvements or facility within the service area within ten (10) years following the date of payment exceed the total fees collected within the service area for such improvements or expansions during such period.

(d) If a refund is due pursuant to subsections (a) and (b), the City shall divide the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

Article 14. Updates to plan and revision of fees.

(a) The City shall update its land use assumptions and capital improvements plans at least every five (5) years, commencing from the date of adoption of such plans, and shall recalculate the impact fees based thereon in accordance with the procedures set forth in Texas Local Government Code, Chapter 395, or in any successor statute.

(b) The City may review its land use assumptions, impact fees, capital improvements plans and other factors such as market conditions more frequently than provided in subsection (a) to determine whether the land use assumptions and capital improvements plan should be updated and the impact fee recalculated accordingly, or whether any Exhibits hereto should be changed.

(c) If, at the time an update is required pursuant to subsection (a), the City Council determines that no change to the land use assumptions, capital improvements plan or impact fee is needed, it may dispense with such update by following the procedures in Texas Local Government Code, Section 395.0575, or its successor statute.

(d) In addition to the reviews required by this Article, the City shall also conduct the reviews required by Article 6, Impact Fees Adopted, above.

Article 15. Use of other financing mechanisms.

(a) The City may finance capital improvements or facility expansion designated in the capital improvements plan through the issuance of bonds, through the formation of public utility districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.

(b) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

Article 16. Impact fee as additional and supplemental regulation.

Impact fees established by this Ordinance are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of the City's comprehensive land use plan, the capital improvements plan, the zoning ordinance, subdivision regulations and other City policies, ordinances, codes and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

Article 17. Relief procedures.

Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the City council to determine whether any duty required by this Ordinance has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the duty be performed within sixty (60) days of the request. If the City council determines that the duty is required pursuant to this Ordinance and is late in being performed, it shall cause the duty to commence within sixty (60) days of the date of the request and to continue until completion."

SECTION 3: Saving/Repealing Clause. Unless otherwise set forth herein, Frisco Ordinance Nos. 05-07-53, 90-06-08, 91-03-01, 93-02-07, 94-04-07, 00-02-29 and 01-09-66 shall remain in full force and effect for final plats that have been approved by the City on or before April 6, 2012, pursuant to the City's subdivision regulations, or for a final plat deemed approved by the City on or before April 6, 2012, due to the City's failure to act, as set forth in Article 8, save and except as amended by this or any other ordinance. All provisions of any other ordinances in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting

ordinances shall remain in full force and effect.

SECTION 4: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Frisco hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 5: Effective Date. This Ordinance shall become effective immediately upon its adoption.

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

APPROVED AS TO FORM:

_____
Maher Maso, Mayor

ATTESTED TO AND CORRECTLY RECORDED BY:

_____
Jenny Page, City Secretary

APPROVED AS TO FORM:

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

Exhibit "A"
Roadway Impact Fee Schedule

Exhibit A: Roadway Impact Fee Schedule, City of Frisco

Land Use Category	ITE Land Use Code	Development Unit	Roadway Impact Fee Per Development Unit (60% of the Maximum)				Roadway Impact Fee Per Development Unit (100% of the Maximum)			
			A	B	C	D	A	B	C	D
PORT AND TERMINAL										
Truck Terminal	030	Acre	$ 20,952	$ 16,699	$ 21,445	$ 13,548	$ 34,920	$ 27,831	$ 35,741	$ 22,580
INDUSTRIAL										
General Light Industrial	110	1,000 SF GFA	$ 3,103	$ 2,473	$ 3,176	$ 2,006	$ 5,171	$ 4,121	$ 5,293	$ 3,344
General Heavy Industrial	120	1,000 SF GFA	$ 2,177	$ 1,735	$ 2,228	$ 1,408	$ 3,628	$ 2,892	$ 3,713	$ 2,346
Industrial Park	130	1,000 SF GFA	$ 2,752	$ 2,193	$ 2,816	$ 1,779	$ 4,586	$ 3,655	$ 4,694	$ 2,965
Warehousing	150	1,000 SF GFA	$ 1,104	$ 880	$ 1,130	$ 714	$ 1,841	$ 1,467	$ 1,884	$ 1,190
Mini-Warehouse	151	1,000 SF GFA	$ 900	$ 717	$ 921	$ 582	$ 1,500	$ 1,196	$ 1,535	$ 970
RESIDENTIAL										
Single-Family Detached Housing	210	Dwelling Unit	$ 3,869	$ 3,083	$ 3,960	$ 2,502	$ 6,448	$ 5,139	$ 6,599	$ 4,169
Apartment/Multi-family	220	Dwelling Unit	$ 2,375	$ 1,893	$ 2,431	$ 1,536	$ 3,958	$ 3,155	$ 4,051	$ 2,559
Residential Condominium/Townhome	230	Dwelling Unit	$ 1,992	$ 1,587	$ 2,039	$ 1,288	$ 3,320	$ 2,646	$ 3,398	$ 2,147
Mobile Home Park / Manufactured Housing	240	Dwelling Unit	$ 2,260	$ 1,801	$ 2,313	$ 1,461	$ 3,767	$ 3,002	$ 3,855	$ 2,436
Senior Adult Housing-Detached	251	Dwelling Unit	$ 1,034	$ 824	$ 1,059	$ 669	$ 1,724	$ 1,374	$ 1,764	$ 1,115
Senior Adult Housing-Attached	252	Dwelling Unit	$ 613	$ 488	$ 627	$ 396	$ 1,021	$ 814	$ 1,045	$ 660
Assisted Living	254	Beds	$ 843	$ 672	$ 862	$ 545	$ 1,404	$ 1,119	$ 1,437	$ 908
LODGING										
Hotel	310	Room	$ 1,213	$ 967	$ 1,241	$ 784	$ 2,022	$ 1,611	$ 2,069	$ 1,307
Motel / Other Lodging Facilities	320	Room	$ 964	$ 768	$ 987	$ 623	$ 1,607	$ 1,280	$ 1,644	$ 1,039
RECREATIONAL										
Golf Driving Range	432	Tee	$ 2,566	$ 2,045	$ 2,627	$ 1,659	$ 4,277	$ 3,409	$ 4,378	$ 2,766
Golf Course	430	Acre	$ 613	$ 488	$ 627	$ 396	$ 1,021	$ 814	$ 1,045	$ 660
Recreational Community Center	495	1,000 SF GFA	$ 2,975	$ 2,371	$ 3,045	$ 1,924	$ 4,958	$ 3,952	$ 5,075	$ 3,206
Ice Skating Rink	465	1,000 SF GFA	$ 4,845	$ 3,862	$ 4,959	$ 3,133	$ 8,076	$ 6,436	$ 8,266	$ 5,222
Miniature Golf Course	431	Hole	$ 677	$ 539	$ 693	$ 438	$ 1,128	$ 899	$ 1,154	$ 729
Multiplex Movie Theater	445	Screens	$ 27,994	$ 22,311	$ 28,652	$ 18,101	$ 46,656	$ 37,185	$ 47,753	$ 30,169
Racquet / Tennis Club	491	Court	$ 6,876	$ 5,480	$ 7,037	$ 4,446	$ 11,459	$ 9,133	$ 11,729	$ 7,410
INSTITUTIONAL										
Church	560	1,000 SF GFA	$ 741	$ 590	$ 758	$ 479	$ 1,234	$ 984	$ 1,263	$ 798
Day Care Center	565	1,000 SF GFA	$ 1,722	$ 1,722	$ 1,722	$ 1,722	$ 1,722	$ 1,722	$ 1,722	$ 1,722
Primary/Middle School (1-8)	522	Students	$ 217	$ 173	$ 222	$ 140	$ 362	$ 288	$ 370	$ 234
High School	530	Students	$ 172	$ 137	$ 176	$ 111	$ 287	$ 229	$ 294	$ 186
Junior / Community College	540	Students	$ 160	$ 127	$ 163	$ 103	$ 266	$ 212	$ 272	$ 172
University / College	550	Students	$ 281	$ 224	$ 287	$ 182	$ 468	$ 373	$ 479	$ 303
MEDICAL										
Clinic	630	1,000 SF GFA	$ 12,481	$ 9,947	$ 12,774	$ 8,070	$ 20,801	$ 16,578	$ 21,290	$ 13,450
Hospital	610	Beds	$ 3,160	$ 2,519	$ 3,234	$ 2,043	$ 5,267	$ 4,198	$ 5,391	$ 3,406
Nursing Home	620	Beds	$ 530	$ 422	$ 542	$ 343	$ 883	$ 704	$ 904	$ 571
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	$ 7,954	$ 6,340	$ 8,141	$ 5,143	$ 13,257	$ 10,566	$ 13,569	$ 8,572
OFFICE										
Corporate Headquarters Building	714	1,000 SF GFA	$ 4,877	$ 3,887	$ 4,992	$ 3,154	$ 8,129	$ 6,479	$ 8,320	$ 5,256
General Office Building	710	1,000 SF GFA	$ 5,197	$ 4,142	$ 5,319	$ 3,360	$ 8,661	$ 6,903	$ 8,864	$ 5,600
Medical-Dental Office Building	720	1,000 SF GFA	$ 12,059	$ 9,611	$ 12,343	$ 7,798	$ 20,099	$ 16,019	$ 20,571	$ 12,996
Single Tenant Office Building	715	1,000 SF GFA	$ 6,033	$ 4,808	$ 6,175	$ 3,901	$ 10,055	$ 8,014	$ 10,291	$ 6,502
Office Park	750	1,000 SF GFA	$ 5,158	$ 4,111	$ 5,279	$ 3,335	$ 8,597	$ 6,852	$ 8,799	$ 5,559
COMMERCIAL										
Automobile Related										
Automobile Care Center	942	1,000 SF GLA	$ 4,162	$ 3,317	$ 4,260	$ 2,691	$ 6,937	$ 5,529	$ 7,100	$ 4,486
Automobile Parts Sales	843	1,000 SF GFA	$ 6,997	$ 5,576	$ 7,161	$ 4,524	$ 11,661	$ 9,294	$ 11,935	$ 7,540
Gasoline/Service Station	944	Vehicle Fueling Position	$ 3,083	$ 2,458	$ 3,156	$ 1,994	$ 5,139	$ 4,096	$ 5,260	$ 3,323
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	$ 2,254	$ 1,796	$ 2,307	$ 1,457	$ 3,756	$ 2,993	$ 3,844	$ 2,429
Gasoline/Service Station w/ Conv Market and Car Wash	946	Vehicle Fueling Position	$ 2,349	$ 1,872	$ 2,405	$ 1,519	$ 3,916	$ 3,121	$ 4,008	$ 2,532
New Car Sales	841	1,000 SF GFA	$ 4,252	$ 3,389	$ 4,352	$ 2,749	$ 7,086	$ 5,648	$ 7,253	$ 4,582
Quick Lubrication Vehicle Shop	941	Servicing Positions	$ 6,390	$ 5,093	$ 6,541	$ 4,132	$ 10,651	$ 8,488	$ 10,901	$ 6,887
Self-Service Car Wash	947	Stall	$ 1,270	$ 1,013	$ 1,300	$ 821	$ 2,117	$ 1,688	$ 2,167	$ 1,369
Tire Store	848	1,000 SF GFA	$ 6,135	$ 4,890	$ 6,279	$ 3,967	$ 10,225	$ 8,149	$ 10,465	$ 6,612
Dining										
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	$ 25,868	$ 20,617	$ 26,476	$ 16,727	$ 43,113	$ 34,361	$ 44,126	$ 27,878
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	$ 19,988	$ 15,931	$ 20,458	$ 12,925	$ 33,314	$ 26,551	$ 34,097	$ 21,541
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	$ 9,716	$ 7,744	$ 9,945	$ 6,283	$ 16,194	$ 12,907	$ 16,575	$ 10,471
Quality Restaurant	931	1,000 SF GFA	$ 6,416	$ 5,113	$ 6,567	$ 4,149	$ 10,693	$ 8,522	$ 10,944	$ 6,914
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	$ 19,695	$ 15,696	$ 20,157	$ 12,735	$ 32,824	$ 26,161	$ 33,596	$ 21,225
Other Retail										
Free-Standing Discount Store	815	1,000 SF GFA	$ 7,182	$ 5,724	$ 7,351	$ 4,644	$ 11,970	$ 9,540	$ 12,251	$ 7,740
Nursery (Garden Center)	817	1,000 SF GFA	$ 5,458	$ 4,350	$ 5,587	$ 3,529	$ 9,097	$ 7,250	$ 9,311	$ 5,882
Home Improvement Superstore	862	1,000 SF GFA	$ 2,528	$ 2,015	$ 2,587	$ 1,635	$ 4,213	$ 3,358	$ 4,312	$ 2,724
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	$ 8,120	$ 6,472	$ 8,311	$ 5,251	$ 13,534	$ 10,787	$ 13,852	$ 8,751
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	$ 10,834	$ 8,634	$ 11,088	$ 7,005	$ 18,056	$ 14,391	$ 18,480	$ 11,675
Shopping Center	820	1,000 SF GLA	$ 5,050	$ 4,025	$ 5,168	$ 3,265	$ 8,416	$ 6,708	$ 8,614	$ 5,442
Supermarket	850	1,000 SF GFA	$ 13,789	$ 10,990	$ 14,113	$ 8,916	$ 22,982	$ 18,317	$ 23,522	$ 14,861
Toy/Children's Superstore	864	1,000 SF GFA	$ 7,169	$ 5,714	$ 7,338	$ 4,636	$ 11,949	$ 9,523	$ 12,229	$ 7,726
Department Store	875	1,000 SF GFA	$ 2,560	$ 2,040	$ 2,620	$ 1,655	$ 4,267	$ 3,400	$ 4,367	$ 2,759
Video Rental Store	896	1,000 SF GFA	$ 13,955	$ 11,122	$ 14,283	$ 9,024	$ 23,259	$ 18,537	$ 23,806	$ 15,040
SERVICES										
Walk-In Bank	911	1,000 SF GFA	$ 7,878	$ 6,279	$ 8,063	$ 5,094	$ 13,130	$ 10,464	$ 13,438	$ 8,490
Drive-In Bank	912	Drive-in Lanes	$ 15,717	$ 12,527	$ 16,087	$ 10,163	$ 26,196	$ 20,878	$ 26,811	$ 16,939
Hair Salon	918	1,000 SF GLA	$ 1,098	$ 875	$ 1,124	$ 710	$ 1,830	$ 1,459	$ 1,873	$ 1,183

Exhibit "B"
Water Impact Fee Schedule

Exhibit B: Water Impact Fee Per Service Unit, City of Frisco

Meter Size and Type	Water Impact Fee Per Service Unit (60% of the Maximum)	Water Impact Fee Per Service Unit (100% of the Maximum)
5/8" PD	$1,772	$2,953
1" PD (Single-Family Land Use)	$1,772	$2,953
1" PD	$4,430	$7,383
1-1/2" PD	$8,859	$14,765
1-1/2" TURB	$14,174	$23,624
2" PD	$14,174	$23,624
2" TURB	$17,718	$29,530
3" TURB	$42,523	$70,872
3" COMP	$28,349	$47,248
4" TURB	$74,416	$124,026
4" COMP	$44,295	$73,825
6" TURB	$163,006	$271,676
6" COMP	$88,590	$147,650

PD=Positive Displacement Meter, TURB=Turbine Meter, COMP=Compound Meter

Exhibit "C"
Wastewater Impact Fee Schedule

Exhibit C: Wastewater Impact Fee Per Service Unit, City of Frisco

Meter Size and Type	Wastewater Impact Fee Per Service Unit (60% of the Maximum)	Wastewater Impact Fee Per Service Unit (100% of the Maximum)
5/8" PD	$1,619	$2,698
1" PD (Single-Family Land Use)	$1,619	$2,698
1" PD	$3,885	$6,475
1-1/2" PD	$8,094	$13,490
1-1/2" TURB	$12,950	$21,584
2" PD	$12,950	$21,584
2" TURB	$16,188	$26,980
3" TURB	$38,851	$64,752
3" COMP	$25,901	$43,168
4" TURB	$67,990	$113,316
4" COMP	$40,470	$67,450
6" TURB	$148,930	$248,216
6" COMP	$80,940	$134,900

PD=Positive Displacement Meter, TURB=Turbine Meter, COMP=Compound Meter

AGENDA ITEM #36.

FINANCIAL SERVICES DEPARTMENT

Memorandum

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

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

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

Date: **February 27, 2012**

Subject: **Presentation and Acceptance of the Fiscal Year 2011 Comprehensive Annual Financial Report (CAFR) and Auditor's Report**

Action Requested: City Council review and acceptance of the fiscal year 2011 Comprehensive Annual Financial Report and auditor's report.

Background Information: Section 7.18 of the City Charter requires an annual independent audit of the City's funds. Finance Department staff prepared the CAFR and Crowe Horwath LLP has performed a comprehensive audit, and expressed an opinion. This report covers the 2011 fiscal year beginning October 1, 2010. Kevin Smith, our partner with Crowe will be available at the Council meeting to address any questions you may have regarding the audit.

The Audit and Finance Committee of the City Council will meet with the auditors and management staff on Tuesday, March 6, 2012, immediately before the City Council meeting to discuss the audit reports. We have included a summary (Exhibit 1), which briefly highlights a few key points in the report.

I would like to recognize our entire Financial Services Department staff for their diligence each day in processing transactions and reporting these transactions as required to Citizens, Council, bondholders, and city management staff. I would especially like to recognize Danny Collier, one of our Assistant Finance Directors, who did a very good job this year managing the audit process for the City.

Supporting Documents: Comprehensive Annual Financial Report For the Fiscal Year Ended September 30, 2011. The Draft document was provided on February 21 to all Council Members. The Final bound document will be provided later in March. Additionally, the CAFR will be available for review on the city website after Council acceptance. http://friscotexas.gov/departments/Finance.

Exhibit 1

Summary of Financial Position
As of 9/30/2011

Government-wide Statements

- The totals assets of the City exceeded its liabilities at 9/30/2011 by $974,082,239 (net assets). Of this total, $81,631,273 (unrestricted net assets) may be used to meet the ongoing obligations to the citizens and creditors. (Statement of Net Assets, p. 31)

- The City's net assets of governmental activities increased by $9,961,476 as a result of the year's operations and capital contributions. Net assets of the business type activities increased as a result of the current year's operations and capital contributions by $14,612,407 (Statement of Activities p.32, p.33).

- The total developers' capital contributions for the governmental activities totaled $6,968,281 for this fiscal year. The business type capital contributions included $4,725,763 in non-cash developer contributions and $3,694,506 in water impact fee collections for the year.

Fund-level

- General Fund actual ending fund balance of $27,869,849 is higher than the revised projection of $24,896,498. This can be attributed to a 1.7% increase in actual revenues, or $1,392,988 in positive variance. Final expenditures were slightly less than projected or $1,439,860. The variances for expenditures can basically be attributed to most departments expending 98% of their budgeted appropriation for the year, which accounts for the positive variance.

- With the implementation of the new accounting pronouncement, fund balance categories are renamed. Unassigned fund balance for the General Fund is 32.28% of fiscal year 2011 operating expenditures. Overall, we ended the year with a net increase in fund balances of $2,113,258 due to operations and a prior period adjustment of $2,907,460 which is restating the beginning balances for several special revenue funds that we transferred back into the General Fund at 9/30. Total increases in fund balance total $5,020,718. (Balance Sheet Governmental Funds p. 35 & Statement of Revenues, Expenditures, and Changes in Fund Balances, p. 37)

- The current property tax collections were 99.2%, including rollback collections. (Statistical Section – p. 140)

- The Water and Sewer Fund operating income totaled $10,107,867 for the year. The increase is due to the extreme dry weather which increased the sale of water, continuing growth of the community, and a modest rate increase which was implemented in January 2011. Operating expenses were $47,539,765, including the debt interest expense. Unrestricted net assets for the Water and Sewer fund total $22,978,518 which is 48% of operating expenses and interest expense. Cash balances improved this fiscal year as well with $16.8 million available at 9/30/2011 which is approximately 113 days in operating expenditures. (Statement of Net Assets Proprietary Funds, p. 42, Statement of Revenues, Expenses, and Changes in Fund Balance, p. 45)

- The Debt Service Fund ended the fiscal year with a fund balance of $3,452,399, an increase of $296,389. Notes receivable in the debt service fund represent the component unit commitments for City of Frisco debt service issued over the past several years. (Balance Sheet – Governmental Funds, p. 35)

- The TIRZ #1 Fund has a fund balance of $2,552,517. (Balance Sheet – Governmental Funds, p. 35)

- The other non-major Governmental Funds are performing as projected, all with positive ending fund balances. (Combining Balance Sheets – Non-major Governmental Funds, p. 94)

Other:

This year's audit was the first with Crowe. The audit, from Finance Department staff perspective, went well with no issues to report. The first year always takes more effort due to the many initial questions that must be asked to build permanent files and understand our complex agreements.

The required federal reports have been completed for the grants we received during the year. The single audit report is included in the auditor's reports which will be handed out at the meetings.

The auditors' required communication to the Council will be presented at the Audit & Budget Committee meeting by the audit partner, Kevin Smith, along with any findings or management letter comments.

I would like to also recognize our Financial Services Department staff for their diligence each day in processing transactions and reporting to interested parties. When the audit of the financials is completed, it is always a reflection of the level of competency of our staff that determines the reports received by the external auditors.

AGENDA ITEM #37.

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: **03/06/2012**

Agenda Caption: **Consider and act upon appointment of Convention and Visitors Bureau Place 11 Ex-Officio At-Large position for the unexpired term of Keith Britton from October 1, 2011 to September 30, 2013.**

Action Requested: Appointment of Convention and Visitors Bureau Place 11 Ex-Officio At-Large position for the unexpired term of Keith Britton.

Background Information: On February 21, 2012, Keith Britton, who was originally appointed to the CVB Place 11 Ex-Officio At-Large position, for a 2 year term beginning October 1, 2011 through September 30, 2013, was appointed to the Place 4 At-Large position vacated by April Berg. Now his unexpired term will need to be filled.

Karen Musa has expressed interest, has a background in hospitality management, and has submitted an application.

Board Review/Citizen Input: Ms. Musa was recommended by CVB Director Marla Roe.

Alternatives: Appoint another applicant or table until a future meeting.

Supporting Documents: Ms. Musa's application was previously sent to Council.

Staff Recommendation: Approval

AGENDA ITEM #38.

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: **03/06/2012**

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

Action Requested: Approval of an Ordinance amending previous election precincts and designating four (4) election precincts, providing for the pre-clearance, and all necessary actions and approval of a Resolution designating election day polling places within the election precincts, providing for pre-clearance, and all other necessary actions.

Background Information: At the February 21, 2012 Council meeting, the May 12, 2012 General Election was ordered. We are also required by the Code to provide council approval for any changes in election precincts and polling locations to be submitted to the Department of Justice for preclearance. The DOJ recommends submission at least 60 days before the election.

Substantial changes from last year include the addition of Tom Hicks Elementary as an Election Day polling location rather than Heritage Lakes Amenities Center which was used last year. Additionally, Denton County has re-assigned county precincts and the new precinct 10401, previously the northern part of precinct 131, will vote at Pioneer Heritage Middle School.

Alternatives: Approve with changes or table.

Legal Review: Election documents were provided by City Attorney Courtney Kuykendall.

Supporting Documents: Ordinance providing for precincts
Resolution providing for polling locations

Staff Recommendation: Approval

AGENDA ITEM #38.A.

CITY OF FRISCO, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, REPEALING ORDINANCE NO. 03-02-04 AND ORDINANCE NO. 10-01-06 AND DESIGNATING FOUR (4) ELECTION PRECINCTS FOR ELECTIONS TO BE HELD IN THE CITY OF FRISCO, TEXAS; PROVIDING FOR THE PRE-CLEARANCE OF SAID ELECTION PRECINCTS 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 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; and

WHEREAS, Frisco currently has four (4) voting precincts consisting of all areas within the Frisco city limits, established by Ordinance No. 03-02-04 and Ordinance No. 10-01-06; and

WHEREAS, the City Council has investigated and determined that as a result of recent legislative redistricting, it will be advantageous and beneficial to Frisco and its inhabitants to designate four (4) voting precincts consisting of all areas within the Frisco city limits; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of Frisco to repeal Ordinance No. 03-02-04 and Ordinance No. 10-01-06, and adopt this Ordinance establishing four (4) voting precincts; and

WHEREAS, by this Ordinance, it is the intention of the City Council to designate the four (4) election precincts in Frisco and create a boundary description of each precinct; and

WHEREAS, all Council Members and the Mayor shall continue to be elected at-large as required by Section 3.01 of the City Charter; and

WHEREAS, changes in precincts constitutes a change from prior practices requiring preclearance under Section 5 of the Federal Voting Rights Act.

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: DESIGNATION OF FOUR (4) ELECTION PRECINCTS. The four (4) election precincts are hereby designated, as more particularly described in Exhibit "A," attached hereto and incorporated herein for all purposes. These four (4) election precincts 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 City Secretary of Frisco, or her authorized agent, shall make such submission(s) as are necessary to the United States Justice Department to seek preclearance approval.

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 **6th** day of **March, 2012**.

_____
Maher Maso, Mayor

ATTESTED AND CORRECTLY RECORDED:

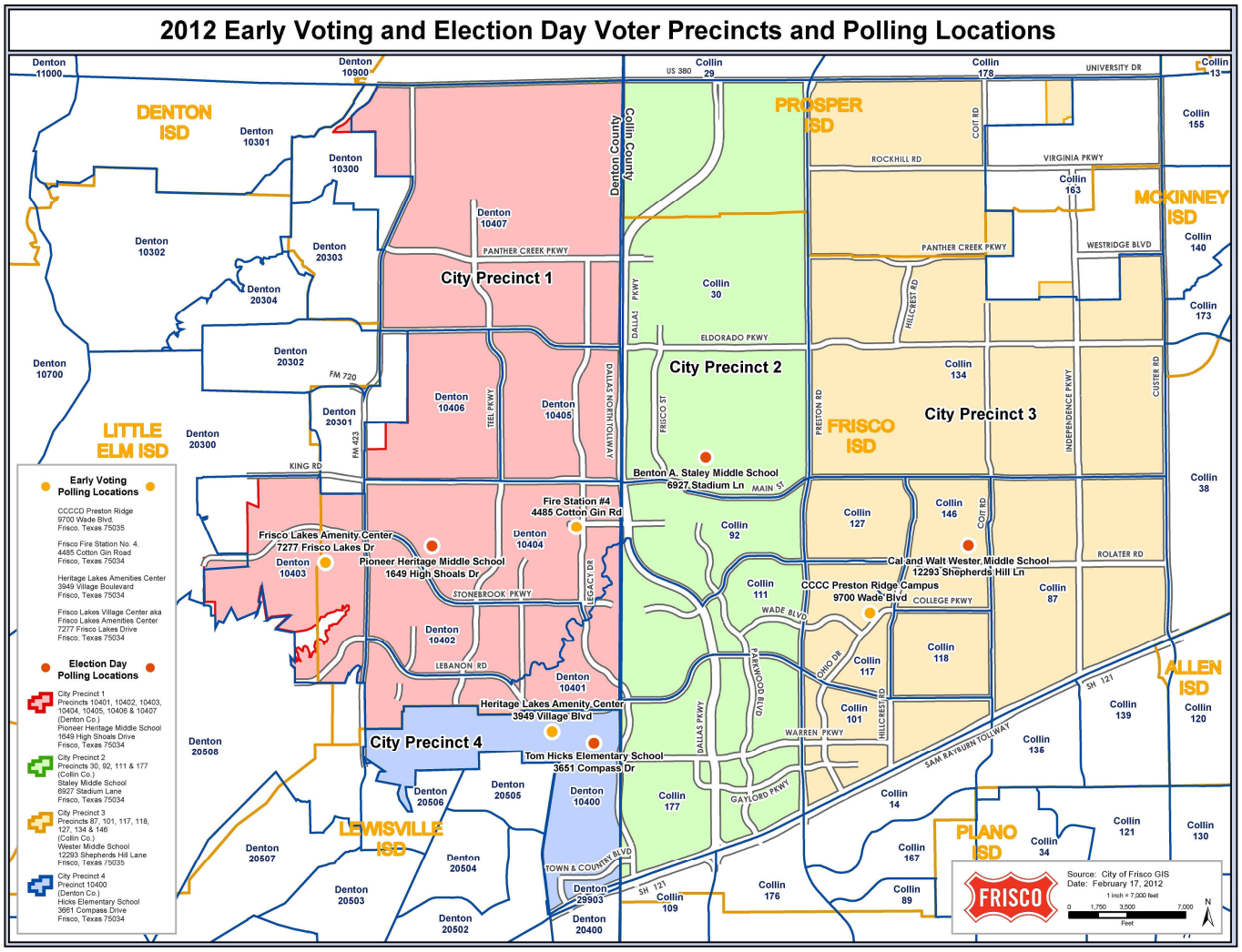
_____
Jenny Page, City Secretary

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 #38.B.

CITY OF FRISCO, TEXAS RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS, DESIGNATING ELECTION DAY POLLING PLACES WITHIN THE ELECTION PRECINCTS WITHIN THE CITY OF FRISCO, TEXAS FOR ELECTIONS HELD ON THE MAY UNIFORM ELECTION DATE; 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 investigated and determined that it will be advantageous and beneficial to the City of Frisco, Texas ("Frisco") and its inhabitants to designate election day polling places within the election precincts within Frisco for elections held on the May uniform election date and ordered by the City Council; and

WHEREAS, Frisco had designated four (4) election precincts known as Precinct 1, Precinct 2, Precinct 3, and Precinct 4, by lawful adoption of Frisco Ordinance No. _____; and

WHEREAS, by this Resolution, it is the intention of the City Council to designate an election day polling place within each election precinct; and

WHEREAS, changes in precincts constitute a change from prior practices requiring pre-clearance under the Federal Voting Rights Act.

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: DESIGNATION OF ELECTION DAY POLLING PLACES: The polling places for elections held on the May uniform election date within each election precinct within Frisco, as set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, shall be as follows:

Precinct 1
Pioneer Heritage Middle School
1649 High Shoals Drive
Frisco, Texas 75034

Precinct 2
Staley Middle School
6927 Stadium Lane
Frisco, Texas 75034

Precinct 3
Wester Middle School
12293 Shepherds Hill Lane
Frisco, Texas 75035

Precinct 4
Hicks Elementary
3661 Compass Drive
Frisco, Texas 75034

SECTION 3: SUBMISSIONS TO THE UNITED STATES JUSTICE DEPARTMENT: The City Secretary of the City of Frisco, or her authorized agent, shall make such submissions as are necessary to the United State Justice Department to seek pre-clearance approval.

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 6th day of March, 2012.

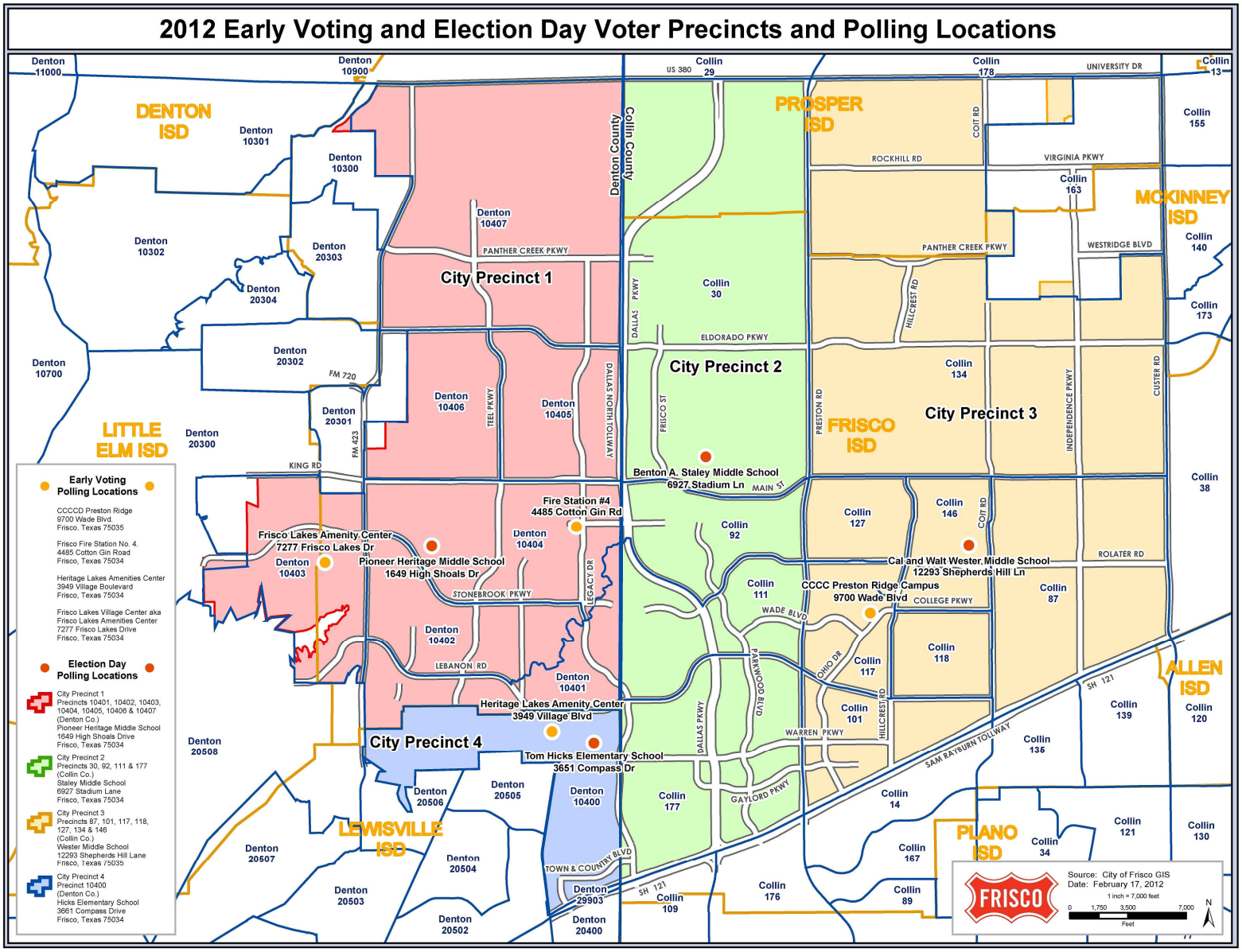
_____
MAHER MASO, Mayor

ATTESTED AND CORRECTLY
RECORDED:

_____
Jenny Page, City Secretary

Date of Publication: _____, in the *Frisco Enterprise.*

Exhibit "A"
(Polling Locations)



AGENDA ITEM #39.

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: **3/06/2012**

Agenda Caption: Consider and act upon presentation and acceptance of two (2) Local Option Petitions.

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

Action Requested: Acceptance of two (2) Local Option Petitions for the purpose of allowing the legal sale of alcohol in regard to House Bill 1401.

Background Information: On November 18, 2011, the City of Frisco received from Texas Petition Strategies (TPS), two applications for petition for a Local Option Election:

"The legal sale of mixed beverages in restaurants by food and beverage certificate holders only"

"The legal sale of beer and wine for off-premise consumption only"

The applications were verified each with the required 10 signatures of registered voters of the City of Frisco. The appropriate proof of publication was attached and notices were sent to the Secretary of State, Texas Alcohol and Beverage Commission and the Frisco City Council within 5 days. The petition forms were printed by the City and issued to TPS on November 22, 2011.

The petition is required by the Texas Election Code Section 501, to be submitted to the City Secretary by the 60th day, or Sunday, January 22, 2012 and was returned on Monday, January 23, 2012, the day after the 60th day. This extra day was intentional on the part of TPS to allow the election to be delayed until the November

6, 2012 uniform election date to allow time for voluntary annexations in areas that are currently not allowed to sale alcohol.

The verification process for both petitions was completed on February 22, 2012, within the 30 day timeline required by the Code with the following results.

Petition #1 - ***"The legal sale of beer and wine for off-premise consumption only"***

There were 794 pages submitted with 12 lines per page.

Section 501.032 of the Code states that the number of valid signatures required shall be 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election. The number of signatures required was 7,777 and **8,031** signatures were verified as registered voters in the City of Frisco.

Petition #2 - ***"The legal sale of mixed beverages in restaurants by food and beverage certificate holders only"***

There were 796 pages submitted with 12 lines per page. (TPS's cover letter states 795, but our count was verified several times.)

The number of signatures required was 7,777 and **8,059** signatures were verified as registered voters in the City of Frisco.

Alternatives: None that comply with the Texas Election Code.

Financial Considerations: Historically elections have cost approximately $25,000 for General Elections with Collin County. We are now contracting with Denton County and costs are approximately the same.

Cost of printing forms - $360.00
Verification (labor cost) – 656 total hours for four (4) employees and two (2) volunteers.

Legal Review: City Attorney Courtney Kuykendall has been involved in the petition process since the application was received on November 18, 2012.

Supporting Documents:

- Submission Letter from Texas Petition Strategies
- Sample page of each petition. The complete petitions are available for viewing in the Office of the City Secretary.
- Notification Letter to the Secretary of State
- Texas Election Code Section 501
- HB 1401

Staff Recommendation: I recommend acceptance of the petitions as they both have more than the required number of signatures of registered and verified voters.

Texas Petition Strategies

1201 West Abram • Arlington, Texas 76013 • (817) 265-2438
816 Congress Avenue, Suite 1125 • Austin, Texas 78701• (512) 295-9817
johnhatch@austin.rr.com • Sissyday@sbcglobal.net
www.TEXASPETITIONS.com

T P S

January 23, 2012

RECEIVED
JAN 23 2012
City Secretary's Office
11:14 a.m.

The Hon. Jenny Page, TRMC
City Secretary, City of Frisco
6101 Frisco Square, 5th Floor
Frisco, Texas 75034

On behalf of the Frisco Taxpayers for More Tax $, we are submitting to your office for verification of the following petitions for a local option election to legalize:

Petition #1: ***"the legal sale of beer and wine for off-premise consumption only"*** and
Petition #2: ***"the legal sale of mixed beverages in restaurants by food and beverage certificate holders only***

Pursuant to Texas Election Code Sec. 501.032 it is our understanding the following dates apply to this petition being issued:

November 22, 2011	Petition Issued by City of Frisco
January 23, 2012	Petition Turned in to City of Frisco --1st business day after 60th day after issuance (Jan. 21)
March 6	Date Registrar/(City Secretary) presents findings to City Council and City Council places item on November 6, 2012 ballot

We are submitting today:

Petition #1: 794 Pages with signatures to be verified

Petition #2: 795 Pages with signatures to be verified

We wish to thank you and your office for your prompt attention you have showed our staff throughout this process.

Sincerely,

Sissy Day

Sissy Day
Texas Petition Strategies
Cc: Attachments

Attachment A

Texas Election Code

Sec. 501.032. REQUIREMENTS TO ORDER ELECTION. (a) The commissioners court, at its next regular session on or after the 30th day after the date the petition is filed, shall order a local option election to be held on the issue set out in the petition if the petition is filed with the voter registrar not later than the 60th day after the date the petition is issued and bears the actual signatures of a number of qualified voters of the political subdivision equal to at least:

(1) 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election for a ballot issue that permits voting for or against:

Sec. 501.109. ELECTION IN MUNICIPALITIES. (a) This section applies only to an election to permit or prohibit the legal sale of alcoholic beverages of one or more of the various types and alcoholic contents in a municipality.

(b) An election to which this section applies shall be conducted by the municipality instead of a county. For the purposes of an election conducted under this section, a reference in this chapter to:

(1) the county is considered to refer to the municipality;

(2) the commissioners court is considered to refer to the governing body of the municipality;

(3) the county clerk or voter registrar is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(c) The municipality shall pay the expense of the election.

(d) An action to contest the election under Section 501.155 may be brought in the district court of any county in which the municipality is located.

AGENDA ITEM #39.

Packet Page -622-

G
I.

Prescribed by Secretary of State
Section 501.026, 501.027, 501.028, Texas Election Code

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR

Place the Actual Seal of the City/County Here
(Coloque el Sello Verdadero de la Ciudad/Condado aquí)

TO THE CITY SECRETARY OF THE CITY OF FRISCO, COLLIN AND DENTON COUNTIES, TEXAS
(A LA SECRETARIA DE LA CIUDAD DE FRISCO DE LOS CONDADOS DE COLLIN Y DENTON, TEXAS)

We, the undersigned qualified voters of the City of Frisco, Collin and Denton Counties, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit:
(Nosotros, los subscritos votantes capacitados de la ciudad de Frisco, de los condados de Collin y Denton, Texas, por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:)

To Legalize : "The legal sale of beer and wine for off-premise consumption only."
Para Legalizar : "La venta legal de cerveza y vino para consumo solamente fuera del establecimiento."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.
(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

	DATE SIGNED (Fecha Firmado)	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Codigo)	COUNTY OF REGISTRATION (Condado)	STATE (Estado)	VOTER REGISTRATION NUMBER [optional] (Numero de Registro de Votación-opcional)
1.	11/22/11		Phuc Nhan Ha	03/13/69	10118 Samantha Dr.	FRISCO 75035	Collin	TX	1146688388
2.	11/22/11		Kimberly Wheatley	6/28/71	10118 Samantha Dr.	FRISCO 75035	Collin	TX	114 944 0562
3.	11/22/11		Kathryn Augusthe	11/17/77	10013 Samantha Dr	FRISCO 75035	Collin	TX	116 756 6206
4.	11/22/11		Brian Augusthe	12/20/74	10013 Samantha Dr	FRISCO 75035	Collin	TX	116 824 9376
5.	11/22/11		Brent Dougherty	1/6/83	3605 Morning Dove Plano	FRISCO 75025	Collin	TX	
6.	11/22/11		Diana Contreras	2/4/71	10705 Samantha Dr.	FRISCO 75035	Collin	TX	107642848 2
7.	11/22/11		CHARLES SPENCER	1/21/73	4224 Malone Dr	FRISCO 75034	Denton	TX	
8.						FRISCO		TX	
9.	11/22/11		G.M. Riprowski	7/11/63	10413 Samantha Dr.	FRISCO 75035	Collin	TX	107642796 38
10.	11/23/11		Keely Long	1/23/92	10309 Forrest Dr.	FRISCO 75035	Collin	TX	116 935 8438
11.	11/23/11		Jennifer Gustafson	2/2/73	10313 Forest Dr.	FRISCO 75035	Collin	TX	115 470 4051
12.	11/23/11		Fernanda Bahia Bonin	12/13/84	4206 Britt Dr.	FRISCO 75035	Collin	TX	1154070837

Serial Number (*Número de serie*): 2012-COF-01

Date of Issuance (*La fecha de Emisión*): 11/22/2011

Page Number (Pagina) : 0003

OC P OC V P P P P

P-89 OC-2 1-Void

G
1.

...etary of State
...26, 501.027, 501.028, Texas Election Code

PETITION FOR LOCAL OPTION ELECTION TO LEGALIZE
PETICIÓN PARA ELECCIÓN DE OPCIÓN LOCAL PARA LEGALIZAR

Place the Actual Seal of the city/county here
(Coloque el sello verdadero de la ciudad/condado aquí)

TO THE CITY SECRETARY OF THE CITY OF FRISCO, COLLIN AND DENTON COUNTIES, TEXAS
(A LA SECRETARIA DE LA CIUDAD DE FRISCO DE LOS CONDADOS DE COLLIN Y DENTON, TEXAS)

We, the undersigned qualified voters of the City of Frisco, Collin and Denton Counties, Texas, hereby respectfully request that a local option election be called in accordance with the terms and provisions of the Texas Election Code Title 17 in the above mentioned area for the purpose of submitting to the legally qualified voters of said area the determination of the following issue, to wit:
(Nosotros, los subscritos votantes capacitados de la ciudad de Frisco, de los condados de Collin y Denton, Texas, por medio de lo presente, respetosamente suplicamos se haga una llamada de elección de opción local de acuerdo con los términos y provisiones de Código de Elección de Texas, Titulo 17 en área mencionada previamente y para el proposito de someter a los votantes legalmente capacitados de dicha área la determinación del siguiente asunto, a saber:)

To Legalize : "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only."
Para Legalizar : "La venta legal de bebidas alcohólicas mezcladas (cocteles) en restaurantes sólo por los poseedores de un certificado de comidas y bebidas."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above.
(Es la esperanza, propósito e intención de los solicitantes cuyas firmas aquí aparecen, que esté legalizad la venta de bebidas alcohólicas referido en el asunto arriba presentado.)

	DATE SIGNED (Fecha Firmado)	SIGNATURE (Firma)	PRINTED NAME (Nombre en letra de molde)	DATE OF BIRTH (Fecha de Nacimiento)	RESIDENCE ADDRESS (Direccion de Residencia)	CITY/ZIP (Ciudad/Codigo)	COUNTY OF REGISTRATION (Condado)	STATE (Estado)	VOTER REGISTRATION NUMBER [optional] (Numero de Registro de Votación-optavio)
1.	11/22/11		Philip Wheatley	03/13/69	10118 Samantha Dr.	FRISCO 75035	Collin	TX	1146688388
2.	11/22/11		Kimberly Wheatley	6/28/71	10118 Samantha Dr.	FRISCO 75035	Collin	TX	1149440562
3.	11/22/11		Brian Augustine	12/20/74	10013 Samantha Dr	FRISCO 75035	Collin	TX	1168249376
4.	11/22/11		Kathryn Augustine	11/17/77	10013 Samantha Dr	FRISCO 75035	Collin	TX	116TX6220
5.	11/22/11		Brent Vaughan	11/2/88	3609 Morning Rose	~~FRISCO~~ Plano 75025	Collin	TX	
6.	11/22/11		Diana Contreraz	2/4/71	10205 Samantha	FRISCO 75035	Collin	TX	1076428482
7.	11/22/11		[illegible]	02/01/73	~~10405 Samantha~~	FRISCO 75035	Collin	TX	
8.					4224 Maine Ave	The Colony		TX	
9.	11/22/11		E.M. Rapkowski		10413 SAMANTHA DR.	FRISCO 75035	Collin	TX	1076427978
10.	11/23/11		Keely Long	1/22/92	10309 Forrest Dr.	FRISCO 75035	Collin	TX	1169358438
11.	11/23/11		Jennifer Gustafson	2/2/73	10313 Forrest Dr.	FRISCO 75035	Collin	TX	1154704051
12.	11/23/11		Fernando Davila	11/23/61	4706 Brett D.	FRISCO 75031	Collin	TX	1154070837

Date of Issuance (*La fecha de Emisión*): 11/22/2011

Page Number (Pagina) : 0003

...l Number (*Número de serie*): 2012-COF-02

P=8 V=1 X=1 OC=2

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AGENDA ITEM #39.

November 28, 2011

Elections Division
Secretary of State
P.O. Box 12060
Austin, Texas 78711-2060

Re: Applications for Petition for Local Option Election

To whom it may concern:

On November 18, 2011, the City of Frisco received two applications for petition for a Local Option Election:

"The legal sale of mixed beverages in restaurants by food and beverage certificate holders only"
"The legal sale of beer and wine for off-premise consumption only"

The applications are enclosed and have been verified with the required 10 signatures each. The appropriate proof of publication was attached. The Petition forms were issued on November 22, 2011.

Please consider this your official notice.

You may reach me at 972-292-5020 if you require further information.

Respectfully,

Jenny Page
City Secretary
City of Frisco, Texas

ELECTION CODE

TITLE 17. LOCAL OPTION ELECTIONS

CHAPTER 501. LOCAL OPTION ELECTIONS ON SALE OF ALCOHOLIC BEVERAGES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 501.001. DEFINITIONS. In this chapter:

(1) "Alcoholic beverage," "beer," "commission," "liquor," "mixed beverage," and "wine and vinous liquor" have the meanings assigned by Section 1.04, Alcoholic Beverage Code.

(2) "Municipality" has the meaning assigned by Section 1.005, Local Government Code.

(3) "Premises" has the meaning assigned by Section 11.49, Alcoholic Beverage Code.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.002. REFERENCES IN OTHER LAW. A reference in law to an election or a local option election held under Chapter 251, Alcoholic Beverage Code, means an election held under this chapter.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.003. ENFORCEMENT. The enforcement provisions of the Alcoholic Beverage Code that relate generally to a violation of a provision of that code, including Chapter 101, Alcoholic Beverage Code, apply to a violation of a provision of this chapter.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

SUBCHAPTER B. MANNER OF CALLING ELECTION

Sec. 501.021. ELECTION TO BE HELD BY PETITION. On proper petition by the required number of voters of a county, justice precinct, or municipality in the county, the commissioners court shall order a local option election in the political subdivision to determine whether the sale of alcoholic beverages of one or more of the various types and alcoholic contents shall be prohibited or legalized in the political subdivision.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.
Amended by:
Acts 2009, 81st Leg., R.S., Ch. 778, Sec. 1, eff. September 1, 2009.

For expiration of this section, see Subsection (f).

Text of section effective until September 01, 2015

Sec. 501.0211. ELECTION CALLED BY GOVERNING BODY OF MUNICIPALITY. (a) This section applies only to a municipality:

(1) with a population of at least 112,000 located in a county with a population of not more than 135,000;

(2) in which the sale of one or more types or classifications of alcoholic beverage is legal in the municipality as a result of a local option election held in the municipality; and

(3) that, after the election is held, annexes territory in which the sale of one or more of those types or classifications of alcoholic beverage is not legal.

(b) After holding a public hearing, the governing body of a municipality described by Subsection (a) may, by resolution, order a local option election to be held in the municipality on the ballot issue the passage of which would legalize the sale of

the same types and classifications of alcoholic beverages the sale of which was legalized by the results of the local option election described by Subsection (a).

(c) The resolution ordering the election must state in its heading and text that the local option election to be held is for the purpose of legalizing the sale of the alcoholic beverages and set out the ballot issue to be voted on in the election.

(d) An election ordered by the governing body of a municipality under this section shall be conducted by the municipality instead of the county. For the purposes of an election conducted under this section, a reference in this code:

(1) to the county is considered to refer to the municipality;

(2) to the commissioners court is considered to refer to the governing body of the municipality;

(3) to the county clerk or registrar of voters is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) to the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(e) The municipality shall pay the expense of the election.

(f) This section expires September 1, 2015.

Added by Acts 2009, 81st Leg., R.S., Ch. 778, Sec. 2, eff. September 1, 2009.

Sec. 501.022. QUALIFICATIONS FOR NEW POLITICAL SUBDIVISION TO HOLD ELECTION. (a) A political subdivision must have been in existence for at least 18 months before a local option election to legalize or prohibit the sale of liquor in the political subdivision may be held.

(b) The political subdivision must include substantially all the area encompassed by the political subdivision at the time of its creation and may include any other area subsequently annexed by or added to the political subdivision.

(c) This section does not apply to a municipality incorporated before December 1, 1971.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.023. APPLICATION FOR PETITION. (a) If 10 or more qualified voters of any county, justice precinct, or municipality file a written application and provide proof of publication in a newspaper of general circulation in that political subdivision, the county clerk of the county shall issue to the applicants a petition to be circulated among the qualified voters of the political subdivision for the signatures of those qualified voters who desire that a local option election be called for the purpose of determining whether the sale of alcoholic beverages of one or more of the various types and alcoholic contents shall be prohibited or legalized in the political subdivision.

(b) Not later than the fifth day after the date the petition is issued, the county clerk shall notify the commission and the secretary of state that the petition has been issued.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.024. HEADING, STATEMENT, AND ISSUE ON APPLICATION FOR PETITION TO PROHIBIT. (a) An application for a petition seeking an election to prohibit the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed: "Application for Local Option Election Petition to Prohibit."

(b) The application must contain a statement just ahead of the signatures of the applicants, as follows: "It is the hope, purpose and intent of the applicants whose signatures appear hereon to see prohibited the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

(1) clearly stated in the application; and

(2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.025. HEADING, STATEMENT, AND ISSUE ON APPLICATION FOR PETITION TO LEGALIZE. (a) An application for a petition seeking an election to legalize the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed: "Application for Local Option Election Petition to Legalize."

(b) The application must contain a statement just ahead of the signatures of the applicants, as follows: "It is the hope, purpose and intent of the applicants whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

(1) clearly stated in the application; and

(2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.026. PETITION REQUIREMENTS. A petition must show the date the petition is issued by the county clerk and be serially numbered. Each page of a petition must bear the same date and serial number and the actual seal of the county clerk rather than a facsimile of that seal.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.027. HEADING AND STATEMENT ON PETITION TO PROHIBIT. (a) Each page of the petition for a local option election seeking to prohibit the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed "Petition for Local Option Election to Prohibit."

(b) The petition must contain a statement just ahead of the signatures of the petitioners, as follows: "It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see prohibited the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

(1) clearly stated in the petition; and

(2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.028. HEADING AND STATEMENT ON PETITION TO LEGALIZE. (a) Each page of the petition for a local option election seeking to legalize the sale of alcoholic beverages of one or more of the various types and alcoholic contents must be headed "Petition for Local Option Election to Legalize."

(b) The petition must contain a statement just ahead of the signatures of the petitioners, as follows: "It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see legalized the sale of alcoholic beverages referred to in the issue set out above."

(c) The issue to be voted on must be:

(1) clearly stated in the petition; and

(2) one of the issues listed in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.029. OFFENSE: MISREPRESENTATION OF PETITION. (a) A person commits an offense if the person misrepresents the purpose or effect of a petition issued under this chapter.

(b) An offense under this section is a Class B misdemeanor.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.030. COPIES OF PETITION. (a) The county clerk shall supply as many copies of the petition as may be required by the applicants but not to exceed more than one page of the petition for every 10 registered voters in the county, justice precinct, or municipality. Each copy must bear the date, number, and seal on each page as required on the original petition.

(b) The county clerk shall keep a copy of each petition and a record of the applicants for the petition.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.031. VERIFICATION OF PETITION. (a) The voter registrar of the county shall check the names of the signers of petitions and the voting precincts in which the signers reside to determine whether the signers were qualified voters of the county, justice precinct, or municipality at the time the petition was issued. The political subdivision may use a statistical sampling method to verify the signatures, except that on written request from a citizen of the political subdivision for which an election is sought, the political subdivision shall verify each signature on the petition. The citizen making the request shall pay the reasonable cost of the

verification. The registrar shall certify to the commissioners court the number of qualified voters signing the petition.

(b) A petition signature may not be counted unless the signature is the actual signature of the purported signer and the petition:

(1) contains in addition to the signature:

(A) the signer's printed name;

(B) the signer's date of birth;

(C) if the territory from which signatures must be obtained is situated in more than one county, the county of registration;

(D) the signer's residence address; and

(E) the date of signing; and

(2) complies with any other applicable requirements prescribed by law.

(c) The use of ditto marks or abbreviations does not invalidate a signature if the required information is reasonably ascertainable.

(d) The omission of the state from the signer's residence address does not invalidate a signature unless the political subdivision from which the signature is obtained is situated in more than one state. The omission of the zip code from the address does not invalidate a signature.

(e) The signature is the only entry on the petition that is required to be in the signer's handwriting.

(f) A signer may withdraw the signer's signature by deleting the signature from the petition or by filing with the voter registrar an affidavit requesting that the signature be withdrawn from the petition. A signer may not withdraw the signature from a petition on or after the date the petition is received by the registrar. A withdrawal affidavit filed by mail is considered to be filed at the time of its receipt by the registrar. The withdrawal of a signature nullifies the signature on the petition and places the signer in the same position as if the signer had not signed the petition.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.032. REQUIREMENTS TO ORDER ELECTION. (a) The commissioners court, at its next regular session on or after the 30th day after the date the petition is filed, shall order a local option election to be held on the issue set out in the petition if the petition is filed with the voter registrar not later than the 60th day after the date the petition is issued and bears the actual signatures of a number of qualified voters of the political subdivision equal to at least:

(1) 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election for a ballot issue that permits voting for or against:

(A) "The legal sale of all alcoholic beverages for off-premise consumption only.";

(B) "The legal sale of all alcoholic beverages except mixed beverages.";

(C) "The legal sale of all alcoholic beverages including mixed beverages."; or

(D) "The legal sale of mixed beverages.";

(2) 25 percent of the registered voters in the political subdivision who voted in the most recent general election for a ballot issue that permits voting for or against "The legal sale of wine on the premises of a holder of a winery permit."; or

(3) 35 percent of the registered voters in the political subdivision who voted in the most recent gubernatorial election for an election on any other ballot issue.

(b) Voters whose names appear on the list of registered voters with the notation "S," or a similar notation, shall be excluded from the computation of the number of registered voters of a particular territory.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 5.002(a), eff. September 1, 2007.

Sec. 501.033. RECORD IN MINUTES. The date a petition is presented, the names of the signers, and the action taken with respect to the petition shall be entered in the minutes of the commissioners court.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.034. ISSUES TO APPEAR IN ORDER FOR ELECTION. (a) The election order must state in its heading and text whether the local option election to be held is for the purpose of prohibiting or legalizing the sale of the alcoholic beverages set out in the issue recited in the application and petition.

(b) The order must state the issue to be voted on in the election.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.035. ISSUES. (a) In the ballot issues prescribed by this section, "wine" is limited to vinous beverages that do not contain more than 17 percent alcohol by volume and includes malt beverages that do not exceed that alcohol content. For local option purposes, those beverages, sold and dispensed to the public in unbroken, sealed, individual containers, are a separate and distinct type of alcoholic beverage.

(b) In an area where any type or classification of alcoholic beverages is prohibited and the issue submitted pertains to legalization of the sale of one or more of the prohibited types or classifications, the ballot shall be

prepared to permit voting for or against the one of the following issues that applies:

(1) "The legal sale of beer for off-premise consumption only."

(2) "The legal sale of beer."

(3) "The legal sale of beer and wine for off-premise consumption only."

(4) "The legal sale of beer and wine."

(5) "The legal sale of all alcoholic beverages for off-premise consumption only."

(6) "The legal sale of all alcoholic beverages except mixed beverages."

(7) "The legal sale of all alcoholic beverages including mixed beverages."

(8) "The legal sale of mixed beverages."

(9) "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only."

(10) "The legal sale of wine on the premises of a holder of a winery permit."

(c) In an area where the sale of any type or classification of alcoholic beverages has been legalized, the ballot for a prohibitory election shall be prepared to permit voting for or against the one of the following issues that applies:

(1) "The legal sale of beer for off-premise consumption only."

(2) "The legal sale of beer."

(3) "The legal sale of beer and wine for off-premise consumption only."

(4) "The legal sale of beer and wine."

(5) "The legal sale of all alcoholic beverages for off-premise consumption only."

(6) "The legal sale of all alcoholic beverages except mixed beverages."

(7) "The legal sale of all alcoholic beverages including mixed beverages."

(8) "The legal sale of mixed beverages."

(9) "The legal sale of mixed beverages in restaurants by food and beverage certificate holders only."

(10) "The legal sale of wine on the premises of a holder of a winery permit."

(d) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(f) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

(g) In an area where the sale of a particular type of alcoholic beverage has been legalized only for off-premise consumption, no alcoholic beverage may be consumed on any licensed premises and no type of alcoholic beverage other than the type legalized may be sold.

(h) Subject to Section 251.81, Alcoholic Beverage Code, a wine only package store permit may be issued for premises in an area in which the sale of wine has been legalized by a local option election under Subsection (b)(3) or (4).

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 921, Sec. 5.003(a), eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 3, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1045, Sec. 4, eff. September 1, 2009.

Sec. 501.036. ISSUE ON MIXED BEVERAGES. (a) A local option election does not affect the sale of mixed beverages unless the proposition specifically mentions mixed beverages.

(b) In any local option election in which any shade or aspect of the issue submitted involves the sale of mixed

beverages, any other type or classification of alcoholic beverage that was legalized before the election remains legal without regard to the outcome of that election on the question of mixed beverages. If the sale of mixed beverages by food and beverage certificate holders was legalized before a local option election on the general sale of mixed beverages, the sale of mixed beverages in an establishment that holds a food and beverage certificate remains legal without regard to the outcome of the election on the general sale of mixed beverages.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.037. EVIDENCE OF VALIDITY. The commissioners court election order is prima facie evidence of compliance with all provisions necessary to give the order validity or to give the commissioners court jurisdiction to make the order valid.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.038. FREQUENCY OF ELECTIONS. A local option election on a particular issue may not be held in a political subdivision until after the first anniversary of the most recent local option election in that political subdivision on that issue.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

SUBCHAPTER C. HOLDING OF ELECTION

Sec. 501.101. APPLICABILITY OF ELECTION CODE. Except as provided by this chapter, the officers holding a local option election shall hold the election in the manner provided by the other provisions of this code.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.102. ELECTION PRECINCTS. (a) County election precincts shall be used for a local option election to be held in an entire county or in a justice precinct.

(b) Election precincts established by the governing body of the municipality for its municipal elections shall be used for a local option election to be held in a municipality. If the governing body has not established precincts for its municipal elections, the commissioners court shall prescribe the election precincts for the local option election under the law governing establishment of precincts for municipal elections.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.103. POLLING PLACES; NOTICE. (a) The election shall be held at the customary polling place in each election precinct. If the customary polling place is not available, the commissioners court shall designate another polling place.

(b) The notice for the election shall state the polling place for each election precinct and the precinct numbers of county precincts included in each municipal election precinct if the election is for a municipality.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.104. NUMBER OF BALLOTS FURNISHED. If the election is conducted using printed ballots, the county clerk shall furnish the presiding judge of each election precinct with at least the number of ballots equal to the number of registered voters in the precinct plus 10 percent of that number of voters.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.105. ISSUE ON BALLOT. (a) The issue ordered to appear on the ballot for an election ordered by the commissioners court must be the same as the issue applied for and set out in the petition.

(b) The issue appropriate to the election shall be printed on the ballot in the exact language stated in Section 501.035.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.106. TIME FOR VOTE TALLY. The votes for a local option election shall be counted and the report of the election submitted to the commissioners court within 24 hours after the time the polls close.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.107. COUNTY PAYMENT OF ELECTION EXPENSES. The county shall pay the expense of holding a local option election authorized by this chapter in the county, justice precinct, or municipality in that county except that:

(1) if an election is to be held only within the corporate limits of a municipality located wholly within the county, the county may require the municipality to reimburse the county for all or part of the expenses of holding the local option election;

(2) county payment of the expense of an election to legalize the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year period; and

(3) county payment of the expense of an election to prohibit the sale of alcoholic beverages is limited to the holding of one election in a political subdivision during a one-year period.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.108. DEPOSIT REQUIRED FOR CERTAIN ELECTIONS. (a) If a county is not required to pay the expense of a local option election under Section 501.107, the county clerk shall require the applicants for a petition for a local option election to make a deposit before the issuance of the petition.

(b) The deposit must be in the form of a cashier's check in an amount equal to 25 cents per voter listed on the current list of registered voters residing in the county, justice precinct, or municipality where the election is to be held.

(c) The money received shall be deposited in the county's general fund. A refund may not be made to the applicants regardless of whether the petition is returned to the county clerk or the election is ordered.

(d) The county clerk may not issue a petition to the applicants unless a deposit required by this chapter is made.

(e) A person who violates Subsection (d) commits an offense. An offense under this subsection is a misdemeanor punishable by:

(1) a fine of not less than $200 nor more than $500;

(2) confinement in the county jail for not more than 30 days; or

(3) both the fine and confinement.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.109. ELECTION IN CERTAIN MUNICIPALITIES. (a) This section applies only to an election to permit or prohibit

the legal sale of alcoholic beverages of one or more of the various types and alcoholic contents in a municipality that is located in more than one county.

(b) An election to which this section applies shall be conducted by the municipality instead of the counties. For the purposes of an election conducted under this section, a reference in this chapter to:

(1) the county is considered to refer to the municipality;

(2) the commissioners court is considered to refer to the governing body of the municipality;

(3) the county clerk or voter registrar is considered to refer to the secretary of the municipality or, if the municipality does not have a secretary, to the person performing the functions of a secretary of the municipality; and

(4) the county judge is considered to refer to the mayor of the municipality or, if the municipality does not have a mayor, to the presiding officer of the governing body of the municipality.

(c) The municipality shall pay the expense of the election.

(d) An action to contest the election under Section 501.155 may be brought in the district court of any county in which the municipality is located.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

SUBCHAPTER D. PROCEDURE FOLLOWING ELECTION

Sec. 501.151. DECLARATION OF RESULT. (a) On completing the canvass of the election returns, the commissioners court shall make an order declaring the result and cause the clerk of the commissioners court to record the order as provided by law.

(b) In a prohibitory election, if a majority of the votes cast do not favor the issue "The legal sale...," the court's

order must state that the sale of the type or types of beverages stated in the issue at the election is prohibited effective on the 30th day after the date the order is entered. The prohibition remains in effect until changed by a subsequent local option election held under this chapter.

(c) In a legalization election, if a majority of the votes cast favor the issue "The legal sale . . .," the legal sale of the type or types of beverages stated in the issue at the election is legal on the entering of the court's order. The legalization remains in effect until changed by a subsequent local option election held under this code.

(d) The local option status of a political subdivision does not change as a result of the election if:

(1) in an election described by Subsection (b), less than a majority of the votes cast do not favor the issue; and

(2) in an election described by Subsection (c), less than a majority of the votes cast favor the issue.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.152. ORDER PRIMA FACIE EVIDENCE. The order of the commissioners court declaring the result of the election is prima facie evidence that all provisions of law have been complied with in giving notice of and holding the election, counting and returning the votes, and declaring the result of the election.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.153. CERTIFICATION OF RESULT. Not later than the third day after the date the result of a local option election has been declared, the county clerk shall certify the result to the secretary of state and the commission. The clerk may not charge a fee for this service.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.154. POSTING ORDER PROHIBITING SALE. (a) A commissioners court order declaring the result of a local option election and prohibiting the sale of any or all types of alcoholic beverages must be published by posting the order at three public places in the county or other political subdivision in which the election was held.

(b) The posting of the order shall be recorded in the minutes of the commissioners court by the county judge. The entry in the minutes or a copy certified under the hand and seal of the county clerk is prima facie evidence of the posting.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Sec. 501.155. ELECTION CONTEST. (a) The enforcement of local option laws in the political subdivision in which an election is being contested is not suspended during an election contest.

(b) The result of an election contest finally settles all questions relating to the validity of that election. A person may not call the legality of that election into question again in any other suit or proceeding.

(c) If an election contest is not timely instituted, it is conclusively presumed that the election is valid and binding in all respects on all courts.

Added by Acts 2005, 79th Leg., Ch. 975, Sec. 1, eff. September 1, 2005.

Chapter 500

H.B. No. 1401

AN ACT

relating to who may participate in certain local option elections to prohibit or authorize the sale of alcoholic beverages.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter C, Chapter 501, Election Code, is amended by adding Section 501.1035 to read as follows:

Sec. 501.1035. ELECTION IN TERRITORY ANNEXED BY MUNICIPALITY. A municipality that includes an area annexed to the municipality on or after the date on which a petition requesting a local option election in the municipality is filed may hold the election in the municipality only if the petition contains a sufficient number of signatures to meet the requirements of Section 501.032, based on the number of qualified voters in the municipality, including the annexed area. The qualified voters of the annexed area must be allowed to vote in the local option election. The results of the election shall determine the local option status of the municipality, including the annexed area.

SECTION 2. This Act takes effect September 1, 2011.

H.B. No. 1401

President of the Senate

Speaker of the House

I certify that H.B. No. 1401 was passed by the House on May 3, 2011, by the following vote: Yeas 142, Nays 2.

Chief Clerk of the House

I certify that H.B. No. 1401 was passed by the Senate on May 13, 2011, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: 17 Jun '11

Date

Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
4pm O'CLOCK
JUN 17 2011
Secretary of State

AGENDA ITEM #40.

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: **3/06/2012**

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

Action Requested: Approval of a Resolution ordering a Special Local Option Election for the City of Frisco to be held on November 6, 2012.

Background Information: After verification of the two petitions presented by the citizens of Frisco, Texas Election Code Section 501.032 states that the governing body must call an election at the next regular meeting on or after the 30th day after the date the petition is submitted to the City Secretary. Since the petition was submitted on January 23, 2012, the election cannot be called by March 5, 2012, the deadline to call an election for May 2012. The election must be held at the next uniform election date which is November 6, 2012.

Board Review/Citizen Input: Citizens presented the petitions requesting an election.

Alternatives: None that comply with Texas Election Law.

Legal Review: Documents prepared by City Attorney Courtney Kuykendall.

Supporting Documents: Resolution ordering a Special Election.

Staff Recommendation: Approval.

CITY OF FRISCO, TEXAS **RESOLUTION NO._____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, COLLIN AND DENTON COUNTY, TEXAS, ORDERING A SPECIAL LOCAL OPTION ELECTION TO CONSIDER LEGALIZING THE FOLLOWING TWO (2) ISSUES: (1) THE LEGAL SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION ONLY, AND (2) THE LEGAL SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY IN THE CITY OF FRISCO, TEXAS; DESIGNATING EARLY VOTING LOCATIONS; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES

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

SECTION 1: A special local option election is hereby ordered to be held on Tuesday, November 6, 2012, for the purpose of considering the **legalization** of the following two (2) issues in the City of Frisco, Texas:

1. **The legal sale of beer and wine for off-premise consumption only**.

2. **The legal sale of mixed beverages in restaurants by food and beverage certificate holders only.**

Said Election shall be administered by the Denton County Elections Administrator.

SECTION 2: Early voting by personal appearance shall be available at: Frisco Lakes Village Center, 7277 Frisco Lakes Drive.; Heritage Lakes Amenities Center, 3949 Village Boulevard, Frisco, Texas 75034; or at the Denton Elections Office, Joseph A. Carroll Bldg., 401 W. Hickory, Ste. 125, Denton, Texas 76201. Early voting will begin on Monday, October 22, 2012 through Friday, November 2, 2012, during the normal working hours of 8:00 a.m. to 5:00 p.m., with extended voting hours on Saturday, October 27, 2012, from 7:00 a.m. to 7:00 p.m., Sunday, October 28, 2012, from 1:00 p.m.to 6:00 p.m. and Monday, October 29, 2012, from 7:00 a.m. to 7:00 p.m. through Friday, November 2, 2012, from 7:00 a.m. to 7:00 p.m. Applications for ballot by mail shall be requested from and mailed to the Denton County Elections Office, Attn. Frank Phillips, Elections Administrator, Joseph A. Carroll Bldg., 401 W. Hickory, Ste. 125, Denton, Texas 76201. Applications for ballots by mail must be received no later than the close of business on seventh (7^{th}) day before election day.

SECTION 3: Direct Record Electronic (DRE) voting machines shall be used in this election for early voting by personal appearance and Election Day voting. Optical-scan ballots shall be used for early voting by mail.

SECTION 4: The City Secretary is hereby authorized and directed to publish and/or post, in the

time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. The election, including providing notice of the election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

SECTION 5: Upon the receipt of recommendations from the City Secretary and/or the Denton County Elections Administrator, the City Council shall appoint the early voting and Election Day judges.

In the event the appointed judges are unable to execute or complete their duties for any reason, the City Secretary and/or Denton County Elections Administrator may identify alternate judges that the City Council shall appoint as soon as possible.

The Mayor and the City Secretary of the City, 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 Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 6: The Mayor and the City Secretary of the City, 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 Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

DULY PASSED AND APPROVED by the City Council of the City of Frisco, Collin, and Denton Counties, Texas on this the 6th day of March, 2012.

_____
Maher Maso, Mayor

ATTEST:

_____
Jenny Page, City Secretary